\frown			1.7	Act	h	6	6	*		•	, i			2		-		S.
MemberSecretary Ghulam Mustafa Shakh Director Planning & development Member	Ali Gohar Harik Executive Engineer		M/s. Jawed Trading Corporation. 1st Lowest M/s. Three Star Enterprises 2nd Lowest	Actual Position:		M/s. BECC	Enterprises	M/s. Three Star	Enterprises	M/s. Memon & Memon	mrs. Construction Zone			M/s. 7.7 & Co.		M/s Sharif & Brothers		Name of Contractor
opment	Dr	h	t ion. 1st Lawest 2nd Lawest		6th	Rs.276040/-	Sth	Rs.180092/-	4th	Rs.173224/-	3rd	Rs.132216 /-	2nd Lowest	Rs.127412/-	1st Lowest	Rs.114148/-		Total Bid Amont
Member Karachi University	Dr. Syed Adnan Assitant Professor	A	\sum_{i}			0Ķ	S	R	on.	DK.	nor provided			Not provided		0x	1	GST/SRB
		\backslash	١			Not Provided	UN CIN	0K	-	R	THOU I LOTINGU	Not Beautiful		Not Provided		OK	2	Bank Certificat /Statement
Member	S					OK	Ş	OK	ş	0¢	tion biomon	Net	10	Not provided		8	3	Affidavit for not black listed
Member 19Kal	Shah Muhammad Butt Director I.T.	\langle	M			OK	ŝ	0¢	si	2	and a remove	Not Descrided		Not Provided		<u></u>	•	N.T.N
	Butt	<i>`</i>				0K	ş	0K	4	0¢	the statement	Not Dessided		Not Provided		OK	5	3 yerars Experience
Me	Resident /	Pro	2)			Not provided	ş	0ķ	1	0k	and house	Natarouidad	6	Not provided		0K	6	Complete Company Profile
Member D.U.E.T	unir Ahmee Shar Yall I I I I I I I I I I I I I I I I I I				QX	Rs.5500/-	OK	Rs.3700/-	OK	Rs.4000/-	OK	Rs.3000/-	OK	Rs.2600/-	ОК	Rs.3000/-		2 % Ernest money
	De	1 30 5														N		Deficiencies
Member	Nisar Ahmed Memor 101 0 Deputy Director Finance	A State	ð													1st Lowest		Remarks
	0 Q	16													I			

SINDH MADRESSATUL ISLAM UNIVERSITY , KARACHI

COLORING & PAINTING WORK AT AUXILLARY BLOCK SMIU, KARACHI

COMPARATIVE STATEMENT

Opening Date: 29/11/2016

SINDH MADRESSATUL ISLAM UNIVERSITY

Aiwan-e-Tijarat Road, Karachi

NO SMIU/DPD&S-TEND-2016/15

Karachi 29th November 2016

Minutes of the meeting of the Procurement Committee held on 29th November 2016

The Procurement committee meeting was held on 29th November 2016 in Directorate of Planning, Development & Services at Main Building, The Meeting started with the name of Almighty ALLAH, then after Sealed bids were opened in the presence of Procurement Committee and representative of bidders as per schedule mentioned in the Tender Notice hoisted in newspaper and on SPPRA website. The tender for following work was opened before Procurement committee.

i) COLORING & PAINTING WORK AT AUXILLARY BLOCK SMIU, KARACHI

The	following attended the meeting.		Gun
1.	Mr. Gulzar Ahmed Mughal		()
	Registrar	Convener	
2.	Mr. Ghulam Mustafa Shaikh		
	Director (P&D)	Member	$\bigcirc 0$
3.	Mr. Shah Muhammad Butt		2
	Director I.T	Member	
4.	Mr. Nisar Ahmed Memon		S
	Deputy Director Finance	Member	100
5.	Mr. Ali Gohar Larik		(1,
	Executive Engineer	Member/Secretary	A
6.	Mr. Munir Ahmed Sehar	Member	-
	Resident Auditor, D.U.E.T, Karachi		A
	(from agencies/dept other than SMI university)		
7.	Dr. Syed Adnan Hassan	Member	y.
	Assistant Professor, University of Karachi		
	from agencies/dept other than SMI university		
The	detail of the tender and bidders are given below		
	1. M/s. Sharif & Brothers	Rs.114148	/-
	2. M/s, Z.Z & Co.	Rs.127412	/-
	3. M/s. Construction Zone	Rs.132216/-	
	4. M/s. Memon & Memon & Enterprises	Rs.173224	/-
	5. M/s. Three Star Enterprises	Rs.180092/-	-
	6. M/.s BECC	Rs.276040/-	<u>.</u>

Recommendations of Procurement Committee's are as under:-

After detailed scrutiny, the Committee unanimously recommended that work of COLORING & PAINTING WORK AT AUXILLARY BLOCK SMIU, KARACHI, may be awarded to M/s. Sharif & Brothers for the amounting to Rs.114148/- on the basis of being 1st lowest bidder.

Meeting ended with the vote of thanks.

Bid Evaluation Report

1. Name of Procuring Agency: Sind Madressatul Islam University

2. Tender Reference No: SMIU/DPD&S-TEND-2016/15

3. Tender Description/Name of work/item COLORING & PAINTING WORK AT AUXILLARY BLOCK SMIU,

KARACHI

4. Method of Procurement: Single Stage one Envelop procedures

5. Tender Published: SPPRA Website ID 2147483647 Serial No. 30467

Print & Electronic Media (SPPRA ID No. & News papers names with dates)

6. Total Bid documents Sold; Six

7. Total Bids Received: Six

8. Technical Bid Opening date: N/A

9. No. of Bid technically qualified: N/A

10. Bid(s) Rejected: NIL

11. Financial Bid Opening date: 29th November 2016

12. Bid Evaluation Report:

S No	Name of Firm or Bidder	Cost offered by the Bidder	Ranking in terms of cost	Comparison with Estimated cost	Reasons for acceptance/ rejection	Remarks
0	1	2	3	4	5	6
1.	M/s. Sharif & Brothers	Rs.114148/-	1 st	23 % Below	Fulfills all requirement of eligibility criteria as per SPPRA	M/s. Sharif & Brothers. is recommended for award of work on the basis of being lowest 1st
2	M/s. Z.Z & Co.	Rs.127412/-	2nd	14 % Below	Not Fulfills all requirement of eligibility criteria as per SPPRA	
3	M/s. Construction Zone	Rs.132216 /-	3rd	10.85 % Below	Not Fulfills all requirement of eligibility criteria as per SPPRA	
4	M/s. Memon & Memon Enterprises	Rs.173224/-	4th	16.79 % Above	Fulfills all requirement of eligibility criteria as per SPPRA	
5	M/s. Three Star Enterprises	Rs.180092/-	5th	21.42 % Above	Fulfills all requirement of eligibility criteria as per SPPRA	
6	M/s. BECC	Rs.276040/-	6th	86.5% Above	Fulfills all requirement of eligibility criteria as per SPPRA	$\bigcap_{n=1}^{n}$

Ali Gohar Larik Executive Engineer (SMIU)

Dr Syed Adnan Assistant Professor (K.U)

Nisar Ahmed Memong W Polb Deputy Director Finance SMIU

9 Gulzar Ahmed Mughal Registrar (convener) SMIU

Ant

Munir Ahmed Schar Resident Auditor (DUET) Shah Muhammad Butt Director IT (SMIU)

Ghulam Mustufa Shaikh Director (P&D) SMIU

Nisar Ahmed Memon Deputy Director Finance Member Tender Committee (SMI) University	Dr Syed Adnan (KU) Ali Gohar Larik Shah Muhammad Butt Assitant Professor XEN (Member/secretary Tender Committee) Director I.T Member Tender Committee Karachi University XEN (Member/secretary Tender Committee) Director I.T	M. Sta .	6 Mrs. Memon & Memon Enterprises 29-11-2016 03-PM GHUSSOIN (HODAH	5 M/s. Construction Zone	4 MS. ZZ& CO. 27-11-16 3 PM Zianur Rehman Zies	3 Ms. Three Star Enterprises 29-11-2621 3. PM. FAROSOSCA AT	World 3 PM Invan tehran Jus	1 M/s. Sharif & Brothers $\Im \varphi$.	S.# Company Name Date of opening Representative Signature Signature	Date: 29th November 2016 Tender Committee and Bidder / their representative. Time of opening 3:00 PM Time: 3:00:00 PM		at Sindh Madressatul Islam (SMI) University, Karachi. AT Onening Of Bids: Attendance Statement	COLORING & PAIN /ING WORK AT AUXILLARY BLOCK SMIU, KARACHI
	Muhammad Butt r <i>I.T</i> Tender Committee (SMI) University		and 1 63033586172)))	0315.209400	17 0300 2676230			Signature Cotact No		pened on 29th November 2016 in the presence of	ATTANDANCE SHEET	U, KARACHI

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ALMA-MATER OF QUAID E-AZAM MOHAMMAD ALI JINNAH

SINDH MADRESSATUL ISLAM UNIVERSITY

NO. SMIU/DPD&S-TENDER-2016/15 - 6/2

28/12/2016

To;

The Director (A&F) SPPRA, Karachi, Ph: 021-99205369, 99206291 Block-8, Sindh Secretariat No.4-A, Court Road, Karachi

Sub: <u>SUBMISSION OF BER FOR THE TENDER UNDER SPPRA ID No. 2147483647 Serial</u> <u>No. 30467 ON SPPRA WEBSITE</u>

Dear Sir,

Please find attached herewith the required documents viz BER, Minutes of meeting, comparative statement, attendance sheet (in original) of the following tender

SUPPLY AND FIXATION OF FURNITURE AT AUXILIARY BLOCK SMIU, KARACHI

SPPRA ID No. 2147483647 Serial No. 30467 dated 12th November 2016 for hoisting on website please.

Executive Engineer (Civil)

Copy to:

- 1. Accounts officer/Director Finance
- 2. Office Superintendent (Dev.)
- 3. P.S to Vice Chancellor

Aiwan-e-Tijarat Road, Karachi-74000 Pakistan. Phone: +92-21-99217501-3 Ext.323 Fax: +92-21-99211276 URL: www.smiu.edu.pk

SINDH MADRESSATUL ISLAM UNIVERSITY , KARACHI

SUPPLY AND FIXATION OF FURNITURE AT AUXILIARY BLOCK SMIU, KARACHI

.

			3 1			N			-	T	S.#
M/s. Hasnain Furniture Rs.1650342/-			M/s. M.M Traders		and here a	M/s. Three Star Enternrises		Corporation	M/s. Jawed Trading		Name of Contractor
			Rs. 1457490/-		2nd Lowest	Rs. 1442448/-	IST LOWEST		Rs.1284600/-		Total Bid Amont
ОК			Q.			9K		OK		1	GST/SRB
OK			OK			OK	OK			2	Bank Certificat /Statement
OK		OK Not provided				3	Affidavit for not black listed				
OK	0% 0%		OK		CF.	R		OK		4	N.T.N
ОК			0K		OK			OK		5	3 yerars Experience
0K			0K		Not provided			9ç		6	Complete CompanyPro file
Rs.34000/-		0K	Rs.29150/-	OK	-10000-	B= 10000/	ОК	-/000053	D- 100001		Complete CompanyPro 2 % Ernest money file
							3	N			Deficiencies
							1st Lowest				Remarks

Actual Position:

1. M/s. Jawed Trading Corporation. 1st Lowest 2. M/s. Three Star Enterprises 2nd Lowest

Executive Engineer Member/Secretary Ali Gohar Larik Hund Work 2 Assitant Professor Member Karachi University Dr. Syed Adnan

D

Ghulam-Mustafa Shaikh

Director Planning & development

Member

Convener Procurement Committee

Ghulzar Ahmed Mughal

Registrar

Shah Muhammad Butt Director I.T. Member

)

Munir Anded Sehan Resident Anditor Member D.U.E.T 4

Nisar Ahmed Memor 20 111/2016

Deputy Director Finance

Member

COMPARATIVE STATEMENT Opening Date: 29/11/2016

SINDH MADRESSATUL ISLAM UNIVERSITY

Aiwan-e-Tijarat Road, Karachi

NO SMIU/DPD&S-TEND-2016/15

Karachi 29th November 2016

Minutes of the meeting of the Procurement Committee held on 29th November 2016

The Procurement committee meeting was held on 29th November 2016 in Directorate of Planning, Development & Services at Main Building, The Meeting started with the name of Almighty ALLAH, then after Sealed bids were opened in the presence of Procurement Committee and representative of bidders as per schedule mentioned in the Tender Notice hoisted in newspaper and on SPPRA website. The tender for following work was opened before Procurement committee.

i) SUPPLY AND FIXATION OF FURNITURE AT AUXILIARY BLOCK SMIU, KARACHI

The f	ollowing attended the meeting.		Contin
1.	Mr. Gulzar Ahmed Mughal		9
	Registrar	Convener	\mathcal{A}
2.	Mr. Ghulam Mustafa Shaikh Director (P&D)	Member	(borting -
3.	Mr. Shah Muhammad Butt Director I.T	Member	
4.	Mr. Nisar Ahmed Memon Deputy Director Finance	Member	- Anna
5.	Mr. Ali Gohar Larik Executive Engineer	Member/Secretary	Alt
6.	Mr. Munir Ahmed Sehar Resident Auditor, D.U.E.T, Karachi (from agencies/dept other than SMI university)	Member	
7.	Dr. Syed Adnan Hassan Assistant Professor, University of Karachi from agencies/dept other than SMI university	Member	
The	detail of the tender and bidders are given below		
	1. M/s. Jawed Trading Corporation	Rs.128460	0 /-
	2. M/s, Three Star Furniture	Rs.1442448	
	3. M/s. M.M Traders	Rs.1457490	
	4. M/s. Hasnain Furniture	Rs.165034	2/-

Recommendations of Procurement Committee's are as under:-

After detailed scrutiny, the Committee unanimously recommended that work of SUPPLY AND FIXATION OF FURNITURE AT AUXILIARY BLOCK SMIU, KARACHI, may be awarded to M/s. Jawed Trading Corporation for the amounting to Rs.1284600 /- on the basis of being 1st lowest bidder.

Meeting ended with the vote of thanks.

Bid Evaluation Report

- 1. Name of Procuring Agency: Sind Madressatul Islam University
- 2. Tender Reference No: SMIU/DPD&S-TEND-2016/15
- 3. Tender Description/Name of work/item SUPPLY AND FIXATION OF FURNITURE AT AUXILIARY BLOCK
- SMIU, KARACHI
- 4. Method of Procurement: Single Stage one Envelop procedures
- 5. Tender Published: SPPRA Website ID 2147483647 Serial No. 30467

Print & Electronic Media (SPPRA ID No. & News papers names with dates)

6. Total Bid documents Sold; Four

7. Total Bids Received: Four

8. Technical Bid Opening date: N/A

9. No. of Bid technically qualified: N/A

- 10. Bid(s) Rejected: NIL
- 11. Financial Bid Opening date: 29th November 2016
- 12. Bid Evaluation Report:

S No	Name of Firm or Bidder	Cost offered by the Bidder	Ranking in terms of cost	Comparison with Estimated cost	Reasons for acceptance/ rejection	Remarks
0	1	2	3	4	5	6
1.	M/s. Jawed Trading Corporation	Rs.1284600 /-	1 st	8.6% Above	Fulfills all requirement of eligibility criteria as per SPPRA	M/s. Jawed Trading Corporation. is recommended for award of work on th basis of being lowes 1st
2	M/s. Three Star Enterprises	Rs.1442448/-	2nd	22% Above	Fulfills all requirement of eligibility criteria as per SPPRA	
3	M/s. M.M Traders	Rs.1457490/-	3rd	23.30% Above	Fulfills all requirement of eligibility criteria as per SPPRA	
4	M/s. Hasnain Furniture	Rs.1650342	4th	39.62% Above	Fulfills all requirement of eligibility criteria as per SPPRA	

Ali Gohar Larik Executive Engineer (SMIU)

Dr Syed Adnan Assistant Professor (K.U)

Munir Ahmed Schar

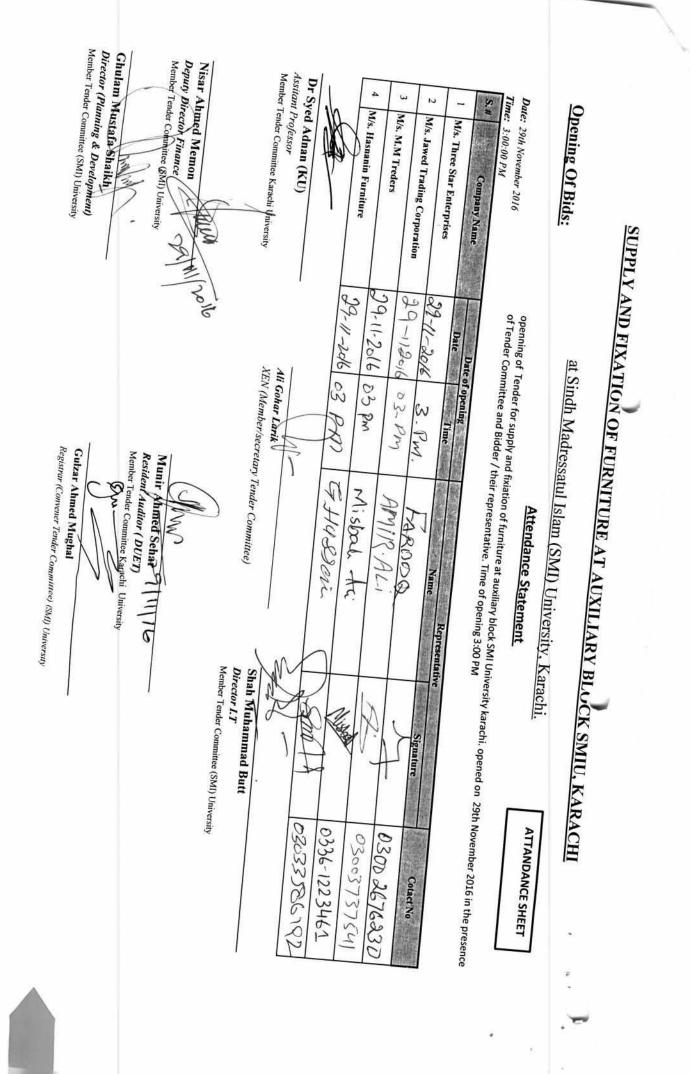
Resident Auditor (DUET)

4

Nisar Ahmed Memon 29 706 Deputy Director Finance SMIU

Gulzak Ahmed Mughal Registrar (convener) SMIU Shah Muhammad Butt Director IT (SMIU)

Ghulam Mustufa Shaikh Director (P&D) SMIU



SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

CONTRACT EVALUATION FORM

TO BE FILLED IN BY ALL PROCURING AGENCIES FOR PUBLIC CONTRACTS OF WORKS, SERVICES & GOODS

			SINDH MADRESSATUL ISLAM UNIVER	RSITY KARACHI
1)		E OF THE ORGANIZATION / DEPTT.		
2)	0.0000000000000000000000000000000000000	INCIAL / LOCAL GOVT./ OTHER	OTHER	
3)	TITLE	E OF CONTRACT	coloring & painting work at Auxillary Blo	ck at SMIU karach
4)	TEND	ER NUMBER	SMIU/DPD&S-TENDER-2016/15	
5)	BRIEF	DESCRIPTION OF CONTRACT	S/F of furniture at Auxillary Block at SMI	University karach
6)	FORU	M THAT APPROVED THE SCHEME	SINDH MADRESSATUL ISLAM UNIVER	RSITY KARACHI
7)	TEND	ER ESTIMATED VALUE	Rs. 114148 /-	
8)		NEER'S ESTIMATE (vil works only)	Rs.148316/-	
9)	ESTIN	AATED COMPLETION PERIOD (AS PI	ER CONTRACT) 20 days	
10)		ER OPENED ON (DATE & TIME)	29th November , 2016 at 3:00 PM	
11)		BER OF TENDER DOCUMENTS SOLD h list of buyers)	Six	
12)	NUME	BER OF BIDS RECEIVED		
13)	NUME	BER OF BIDDERS PRESENT AT THE	TIME OF OPENING OF BIDS Six	
14)		VALUATION REPORT se a copy)	Attached	
15)	NAME	E AND ADDRESS OF THE SUCCESSFU	UL BIODER M/s. Sharif & Brothers	
16)	CONT	RACT AWARD PRICE	Rs.1141487	
17)		ING OF SUCCESSFUL BIDDER IN EV , 2 nd , 3 rd EVALUATION BID).	1. M/s. Sharif & Brother	
			02. M/s. Z.Z & Co.	
			03. M/s. Construction Zone	
18)	METH	OD OF PROCUREMENT USED : - (Tic	k one)	
	a)	SINGLE STAGE – ONE ENVELOPE	PROCEDURE	Domestic/ Loca
	b)	SINGLE STAGE - TWO ENVELOPE	PROCEDURE	Local
	c)	TWO STAGE BIDDING PROCEDUR	Е	[
	d)	TWO STAGE - TWO ENVELOPE BI	DDING PROCEDURE	
		PLEASE SPECIFY IF ANY OTHER EMERGENCY, DIRECT CONTRACTING		AS ADOPTED

 9) APPROVING AUTHORITY FOR AWARD OF CONTRACT	Ce Chancellor SMIU Karachi UAL PROCUREMENT PLAN? Yes ✓ No SPPRA ID. 2147483647, S. No 30467 Daily Jang, Daily dawn, Daily kawish
 9) APPROVING AUTHORITY FOR AWARD OF CONTRACT	UAL PROCUREMENT PLAN? Yes V No SPPRA ID. 2147483647, S. No 30467 Daily Jang, Daily dawn, Daily kawish Demettic/ V Int. Yes V No
 a) WHETHER THE PROCUREMENT WAS INCLUDED IN ANN a) ADVERTISEMENT : i) SPPRA Website (If yes, give date and SPPRA Identification No.) ii) News Papers (If yes, give names of newspapers and dates) iii) News Papers (If yes, give names of newspapers and dates) ive and the second sec	Yes ✓ No SPPRA ID. 2147483647, S. No 30467 Daily Jang, Daily dawn, Daily kawish Dementic/ ✓ Int. Yes ✓ Int.
 ADVERTISEMENT : SPPRA Website (If yes, give date and SPPRA Identification No.) No News Papers (If yes, give names of newspapers and dates) Yes (If yes, give names of newspapers and dates) No NATURE OF CONTRACT WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMENTS? (If yes, enclose a copy) WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMENTS? (If yes, enclose a copy) WHETHER APPROVAL OF COMPETENT AUTHORITY WA METHOD OTHER THAN OPEN COMPETITIVE BIDDING? 	Yes ✓ No SPPRA ID. 2147483647, S. No 30467 Daily Jang, Daily dawn, Daily kawish Dementic/ ✓ Int. Yes ✓ Int.
 i) SPPRA Website (If yes, give date and SPPRA Identification No.) ii) News Papers (If yes, give names of newspapers and dates) iii) News Papers (If yes, give names of newspapers and dates) ive names of newspapers and dates ive names of newspapers ive names of newsp	Daily Jang, Daily dawn, Daily kawish
 i) SPPRA Website (If yes, give date and SPPRA Identification No.) ii) News Papers (If yes, give names of newspapers and dates) iii) News Papers (If yes, give names of newspapers and dates) ive names of newspapers and dates ive names of newspapers ive names of newsp	Daily Jang, Daily dawn, Daily kawish
 i) SPPRA Website (If yes, give date and SPPRA Identification No.) No ii) News Papers (If yes, give names of newspapers and dates) Yes iii) News Papers (If yes, give names of newspapers and dates) No 2) NATURE OF CONTRACT 3) WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMENTS? (If yes, enclose a copy) 4) WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMENTS? (If yes, enclose a copy) 5) WHETHER APPROVAL OF COMPETENT AUTHORITY WA METHOD OTHER THAN OPEN COMPETITIVE BIDDING? 	Daily Jang, Daily dawn, Daily kawish
 No News Papers (If yes, give names of newspapers and dates) Yes No Nature of contract WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMENTS? (If yes, enclose a copy) WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMENTS? (If yes, enclose a copy) WHETHER APPROVAL OF COMPETENT AUTHORITY WA METHOD OTHER THAN OPEN COMPETITIVE BIDDING? 	Domestic/ Local Int.
 ii) News Papers (If yes, give names of newspapers and dates) Yes No 2) NATURE OF CONTRACT 3) WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMENTS? (If yes, enclose a copy) 4) WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMENTS? (If yes, enclose a copy) 5) WHETHER APPROVAL OF COMPETENT AUTHORITY WA METHOD OTHER THAN OPEN COMPETITIVE BIDDING? 	Domestic/ Local Int.
 (If yes, give names of newspapers and dates) No NATURE OF CONTRACT WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMENTS? (If yes, enclose a copy) WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMENTS? (If yes, enclose a copy) WHETHER APPROVAL OF COMPETENT AUTHORITY WA METHOD OTHER THAN OPEN COMPETITIVE BIDDING? 	Domestic/ Local Int.
 No NATURE OF CONTRACT WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMENTS? (If yes, enclose a copy) WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMENTS? (If yes, enclose a copy) WHETHER APPROVAL OF COMPETENT AUTHORITY WA METHOD OTHER THAN OPEN COMPETITIVE BIDDING? 	Yes 🗸 No
 2) NATURE OF CONTRACT 3) WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMENTS? (If yes, enclose a copy) 4) WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMENTS? (If yes, enclose a copy) 5) WHETHER APPROVAL OF COMPETENT AUTHORITY WA METHOD OTHER THAN OPEN COMPETITIVE BIDDING? 	Yes 🗸 No
 3) WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMENTS? (If yes, enclose a copy) 4) WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMENTS? (If yes, enclose a copy) 5) WHETHER APPROVAL OF COMPETENT AUTHORITY WA METHOD OTHER THAN OPEN COMPETITIVE BIDDING? 	Yes 🗸 No
 3) WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMENTS? (If yes, enclose a copy) 4) WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMENTS? (If yes, enclose a copy) 5) WHETHER APPROVAL OF COMPETENT AUTHORITY WA METHOD OTHER THAN OPEN COMPETITIVE BIDDING? 	Yes 🗸 No
 WAS INCLUDED IN BIDDING / TENDER DOCUMENTS? (If yes, enclose a copy) WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMENTS? (If yes, enclose a copy) WHETHER APPROVAL OF COMPETENT AUTHORITY WA METHOD OTHER THAN OPEN COMPETITIVE BIDDING? 	
 (If yes, enclose a copy) 4) WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMENTS? (If yes, enclose a copy) 5) WHETHER APPROVAL OF COMPETENT AUTHORITY WA METHOD OTHER THAN OPEN COMPETITIVE BIDDING? 	
 4) WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMENTS? (If yes, enclose a copy) 5) WHETHER APPROVAL OF COMPETENT AUTHORITY WA METHOD OTHER THAN OPEN COMPETITIVE BIDDING? 	
 WAS INCLUDED IN BIDDING / TENDER DOCUMENTS? (If yes, enclose a copy) WHETHER APPROVAL OF COMPETENT AUTHORITY WA METHOD OTHER THAN OPEN COMPETITIVE BIDDING? 	Yes 🖌 No
 (If yes, enclose a copy) 5) WHETHER APPROVAL OF COMPETENT AUTHORITY WA METHOD OTHER THAN OPEN COMPETITIVE BIDDING? 	
5) WHETHER APPROVAL OF COMPETENT AUTHORITY WA METHOD OTHER THAN OPEN COMPETITIVE BIDDING2	
METHOD OTHER THAN OPEN COMPETITIVE BIDDING2	
	OBTAINED FOR USING A
5) WAS BID SECURITY OBTAINED FROM ALL THE BIDDER	Yes No 🗸
b) WAS BID SECURITY OBTAINED FROM ALL THE BIDDER	Y
	Yes / No
7) WHETHER THE SUCCESSFUL BID WAS LOWEST EVALUA	TED Yes 🖌 No
BID / BEST EVALUATED BID (in case of Consultancies)	
3) WHETHER THE SUCCESSFUL BIDDER WAS TECHNICALI	Y Yes No ✓
COMPLIANT?	
) WHETHER NAMES OF THE BIDDERS AND THEIR QUOT	D PRICES WERE READ OUT AT
THE TIME OF OPENING OF BIDS?	Yes 🖌 No
)) WHETHER EVALUATION REPORT GIVEN TO BIDDE	RS BEFORE THE AWARD OF
CONTRACT?	
(Attach copy of the bid evaluation report)	
	Yes 🖌 No

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	•		
	31) ANY COMPLAINTS RECEIVED (If yes, result thereof)	Yes	
		No	No
	32) ANY DEVIATION FROM SPECIFICATIO	NS GIVEN IN THE T	ENDER NOTICE / DOCUMENTS
	(If yes, give details)	Yes	
		No	No
	33) WAS THE EXTENSION MADE IN RESPO	NSE TIME? Yes	,
	(If yes, give reasons)	105	
	\frown	No	No
	34) DEVIATION FROM QUALIFICATION CR (If yes, give detailed reasons.)	RITERIA Yes	5
		No	No
	35) WAS IT ASSURED BY THE PROCURI BLACK LISTED?	NG AGENCY THAT	THE SELECTED FIRM IS NOT Yes V No
	36) WAS A VISIT MADE BY ANY OFFICER SUPPLIER'S PREMISES IN CONNECTION BE ASCERTAINED REGARDING FINAN (If yes, enclose a copy)	N WITH THE PROC	UREMENT? IF SO, DETAILS TO
	37) WERE PROPER SAFEGUARDS PROVID THE CONTRACT (BANK GUARANTEE F		TION ADVANCE PAYMENT IN Yes No 7
	38) SPECIAL CONDITIONS, IF ANY (If yes, give Brief Description)	Yes	
5	Signature & Official Stamp of Authorized Officer	ARIK	No
OR	OFFICE USE ONLY Sindh Madressatu University Kara	Ilslam	



Print Save Reset

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3/3



ALMA-MATER OF QUAID-E-AZAM MOHAMMAD ALI JINNAH SINDH MADRESSATUL ISLAM UNIVERSITY

NO.SMIU/DPD&S-2017- 695

Dated: 6th January 2017

To,

M/s. Sharif & Brothers Office # L658 Sector 1/A Orangi Town, Karachi No.41 Ph: 021-36659387, Cell: 0333-2406557, NTN: 1327537-2

WORK ORDER

SUB: COLORING & PAINTING WORK AT AUXILLARY BLOCK SMIU, KARACHI

Ref: Your acceptance letter No. SB 2017 dated: 05/01/2017

With reference to your Financial Bid against the sealed tenders opened on 29th November 2016 in the presence of Tender Committee and Bidders. Your tender for the above mentioned work has been approved by the competent authority. The details of items are attached.

- 2. SMIU is pleased to award you the contract for "COLORING & PAINTING WORK AT AUXILLARY BLOCK SMIU, KARACHI" at a total amount of Rs.1, 14,148/=- (one lac fourteen thousand one hundred forty eight only).
- 3. You are advised to undertake the work as per specifications mentioned in tender documents. It is understood by the both parties that this contract shall be governed by the following terms & conditions:
 - i. The rate quoted by you are inclusive of cost of all of material, labor, tools, tackles, transportation require for the subject work, all taxes, levies and duties (Federal, provincial and Local bodies) or any other incidental charges that may occur in carrying out the work.
 - ii. You are required to submit 10% Performance Security of the total bid value in shape of pay order/ Bank Guarantee from any schedule bank within 14 days w.e.f date of issuance of this work order.
 - iii. In the event of failure of work or un-satisfactory performance *SMI University* shall have the right to terminate the contract and forfeit the Performance Bank Guarantee and any other amount due against the work done and work may be awarded to any other source/agency at your risk and cost.
 - iv. Any claim on account of escalation in contract price for any reason whatever during the executing of contract shall not be entertained / paid by *SMI University*.

- If you fails to complete the work within the schedule given by XEN day to day v. liquidated damaged at the rate of 0.5% of the value of contract per day shall be recovered from you subject to the maximum of 10% (ten percent) of the value of contract.
- The amount due against work done shall be paid by the SMI University to you vi. within 15 days after issuance of satisfactory certificate by the XEN and Architect SMI University.
- **Daily progress report** in triplicate will be submitted along with labor position. vii.
- CPM/PERT chart will be submitted before execution of work. viii.
- Defect liability period will be 03 months. ix.
- All defects will be rectified by the contractor at his own risk and cost before and х. during maintenance period of (03) months.
- Time is the essence of this Contract and please pay particular attention to xi. expeditious completion of the works within the contract period
- 4. Time of completion of this work shall be (20) Days reckoned from the date of commencement of Work Order issued by the Executive Engineer SMIU.

NOTE: All the terms and conditions laid down in the tender documents/BOQ and work order shall be considered part of agreement & binding on both parties. In case of difference of opinion the SPPRA Rules shall be followed.

This issue with the approval of the Vice Chancellor

Executive Engineer

Copy to:

1.	Accounts Branch	
2.	Director (Finance)	

- payment be made
- for information and necessary action - for information and record
- 3. Chairman Tender Committee 4. Director (P&D)
- for information and record
- 5. Resident Auditor
- for pre-audit when the bills are received from the contractor 6. Deputy Registrar (Coordination) - for kind perusal of Vice Chancellor.
- 7. Director (A & F) SPPRA Sindh for information.
- for office record
- 8. Office Copy

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anne Saman	6/1/17
PA JTAN	CONTRACT AGREEMENT
Contraction of the second s	
(*))	III I -
	THIS AGREEMENT made this Ch Day of Jow 2018 by and between the Sindh Madressatul Islam
ايار. تان	University: Karachi (party of the first Part herein after called the "Purchaser") and M/s
2008	Shauf & Issolhers Party of the second part herein after called the "Contractor")
SBECHAL	including their Successors and Assignees.
ADHESIVE	
PAKISTAN	A SHE
() ()	WHEREAS the purchaser has accepted a tender submitted by the "Contractor" for execution of
*)]	Color & Party work at Auxillary Black " within given time
	period in work order. Time period can be extended due to any unforeseen reason. Total values of the
من ال	Work orders sum of Rs. $114148/2$ (hereinafter called
200B	"the Contract Price")
Arteria	
ADHESIVE	13e 6-1-12
X	NOW THIS AGREEMENT WITNESSED AS FOLLOWS
OF THE S	Hice, City Court 0.6, IAN 2017.
Sterato C	Mice, City Court 06 JAN 2017
1.	1. In this agreement words and expressions shall have the same meanings as are Respectively
	assigned to them in the Contract herein after referred to as the "Contract"
	2. The following document which for the purpose of identification have been signed by
	Nohamman Shert- on behalf of the Contractor and by
	Executive Engineer SMI-University.
	On behalf of the Purchaser all of which shall be deemed to form and be read and constructed as
	part of this Agreement viz.
	(a) Articles of Agreement / Contract Agreement.
	(b) Instruction to bidders.
-19 ₁ -	(c) Condition of Contract/Terms & Conditions as per SMIU work order
	Agreement with all Annexure duly filled in,

Karachi Civil Control

- (d) The Specifications of Equipment.
- (e) Bill of Quantities with prices.
- (f) Running bills on completion of part job after satisfactorily will be allowed.
- 3. In consideration of the payments to be made by the Purchaser to the contractor the Contractor hereby covenants with the Purchaser to Supply and deliver the brand new and Latest equipment along with its installation and commissioning to the satisfaction of Authorities of SMIU, in conformity in all respects with the provisions of the Contract.
- The Purchaser hereby covenants to pay the Contractor/Supplier in consideration of the Supply and delivery of the equipment the Contract Price in the manner prescribed by the Contract and SMIU Work Order <u>SMIU INPOAS 12017-625</u>

IN WITNESS THEREOF the parties have hereunto set their respective hands and seal the Day month and year (irst above written.

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WITNES

(Purchaser's Witness No. 1)

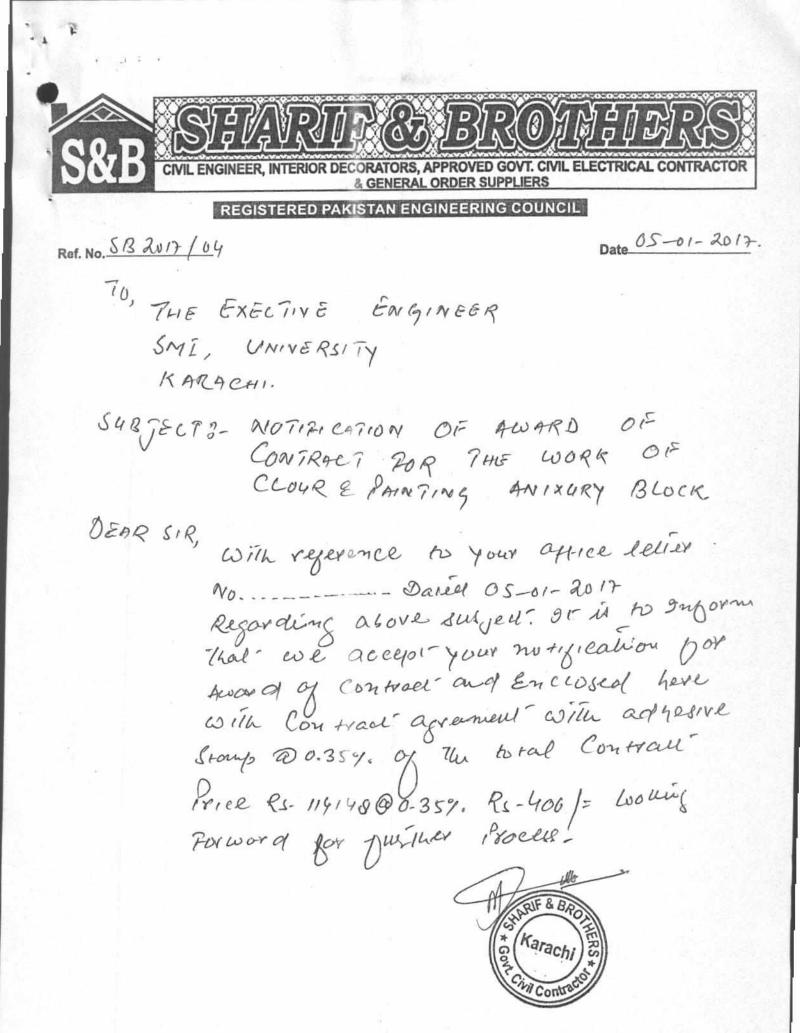
(Purchaser's Witness No. 2)

& BRO (CONTRACTOR / SUPPLIER)

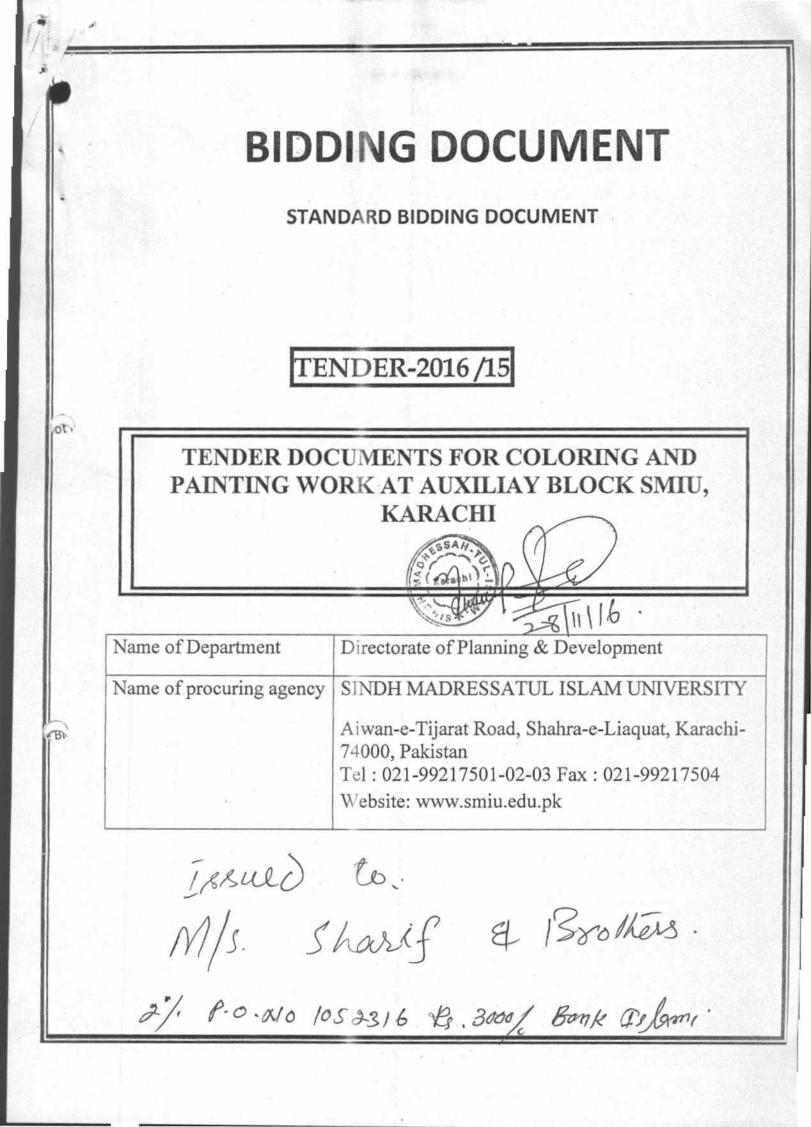
(Contractor/Supplier's Witness No. 1)

MOMANNAD - NAYEED (Contractor/Supplier's Witness No. 2)





L-658, SECTOR 1/A ORANGI TOWN, MANGHOPIR ROAD, KARACHI. Cell # 0333-2406557, 0333-3615795, PH # 021-36659387



SINDHMADRESSATULISLAMUNIVERSITY

Aiwan-e-Tijarat Road, Karachi74000. Phones: +92-21-99217501-02-03, Fax:+92-21-99217504

Email: info@smiu.edu.pk , URL http://www.smiu.edu.pk/

NO. SMIU/DPD&S-TEND-2016/15

NOTICE INVITING TENDER

Sealed tenders on item rate basis are invited on prescribed form from the interested parties/contractors/firms, registered with Sindh Board of Revenue, Income Tax/SNTN, GST (as the case may be) possessing at least three years' experience of the same type of the works/projects. The tenders shall be based on the single stage – one envelope procedure under Rules No 46 (1) of SPPRA-Rules 2010 (Amended-2013).

S.No	Name of Work	Bid Security	Tender Fee	Time for completion	
1.	SUPPLY AND FIXATION OF FURNITURE AT AUXILIARY BLOCK SMIU, KARACHI	2% of bid price	Rs.1000/-	30-Days	
2	COLORING & PAINTING WORK AT AUXILLARY BLOCK SMIU, KARACHI	2% of bid price	Rs.1000/-	20-Days 20-Days	
3.	IT EQUIPMENTS AT AUXILLARY BLOCK SMIU, KARACHI	2% of bid price	Rs.1000/-		

Terms & conditions:

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2. Tender documents can be obtained against the written request from the office of *Directorate of Planning & Development* of the Sindh Madressatul Islam University, Karachi with a Pay Order / Demand Draft as Tender Fee mentioned above (non refundable) in favor of *Sindh Madressatul Islam University* on any working day during office hours from 12th November 2016 to 28th November 2016 and can be download from SPPRA website: <u>www.pprasindh.gov.pk</u> and SMI University web<u>site: www.smiu.edu.pk</u>

3. The filled Sealed Tenders will be received back on 29th November 2016 by 14:00 hours and will be opened on same day at 15:00 hours in the office of convener procurement committee before procurement committee and participating contractors/firms or their authorized agents who intend to be present.

4. Bid Validity Period 90 days

5. The earnest money at the rate of 2% on bid amount in the shape of Pay order/demand draft in the name of *Sindh Madressatul Islam* University from any scheduled bank should be attached with the bid.

6. Eligibility conditions for intending participate shall be as per SPPRA Rules 2010 amended (2013).

Bids must be offered on the prescribed tender form issued by Sindh Madressatul Islam University. However additional sheets may be attached, if required.

8. Procuring Agency reserves the right to reject all or any bids subject to the relevant provisions of SPPR, Rules-2010 amended (2013).

In case any unforeseen situation resulting in closure of office on the date of opening or if Government declares Holiday the tender shall be submitted/opened on the next working day at the same time and venue



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Instructions to Bidders

General Rules and Directions for the Guidance of Contractors.

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This section of the bidding documents should provide the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Agency. It should also give information on bid submission, opening and evaluation, and on the award of contract.

Matters governing the performance of the Contract or payments under the Contract, or matters affecting the risks, rights, and obligations of the parties under the Contract are included as Conditions of Contract and Contract Data.

The Instructions to Bidders will not be part of the Contract and will cease to have effect once the contract is signed.

1. All work proposed to be executed by contract shall be notified in a form of Notice Inviting Tender (NIT)/Invitation for Bid (IFB) hoisted on website of Authority and Procuring Agency and also in printed media where ever required as per rules.

NIT must state the description of the work, dates, time and place of issuing, submission, opening of bids, completion time, cost of bidding document and bid security either in lump sum or percentage of Estimated Cost/Bid Cost. The interested bidder must have valid NTN also.

2. Content of Bidding Documents must include but not limited to: Conditions of contract, Contract Data, specifications or its reference, Bill of Quantities containing description of items with scheduled/item rates with premium to be filled in form of percentage above/ below or on item rates to be quoted, Form of Agreement and drawings.

3. Fixed Price Contracts: The Bid prices and rates are fixed during currency of contract and under no circumstance shall any contractor be entitled to claim enhanced rates for any item in this contract.

4. The Procuring Agency shall have right of rejecting all or any of the tenders as per provisions of SPP Rules 2010.

5. Conditional Offer: Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below on the rates specified in Bill of Quantities for items of work to be carried out: he is willing to undertake the work and also quote the rates for those items which are based on market rates. Only one rate of such percentage, on all the Scheduled Rates shall be framed. Tenders, which propose any alternative in the works specified in the said form of invitation to tender or in the time allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each.

The envelope containing the tender documents shall refer the name and number of the work.

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6. All works shall be measured by standard instruments according to the rules.

7. Bidders shall provide evidence of their eligibility as and when requested by the Procuring Agency.

8. Any bid received by the Agency after the deadline for submission of bids shall be rejected and returned unopened to the bidder.

9. 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, registration with PEC (where applicable), 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.

10. Bid without bid security of required amount and prescribed form shall be rejected.

11. 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.

(C) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

BIDDING DATA

(a). Name of Procuring Agency: Sindh Madressatul Islam University, Karachi

(b). Brief Description of Works: Coloring and Painting Work at Auxiliary Block SMIU, Karachi.

(c). Procuring Agency's address:- SMI University, Aiwan-e-Tijarat Road, Karachi

(d). Estimated Cost:-Estimate is based on market rates (Within 1-Million)

(e). Amount of Bid Security:-2 % of bid cost

(f). Period of Bid Validity (days):- 90 days (Not more than Ninety days).

(g). Security Deposit :- (including bid security):- 10 % of Bid Amount

(h). Percentage, if any, to be deducted from bills:- Deduction of taxes as per government rules

(i). Deadline for Submission of Bids along with time:-29th Nov, 2016. Up to 02:00 pm

(j). Venue, Time, and Date of Bid Opening: - Office of Directorate of Planning & Development, SMI University, Karachi.

(k). Time for Completion from written order of commence: - 20 Days

(L).Liquidity damages: - 0.05% of the bid cost per day (0.05 of Estimated Cost or Bid cost per day of delay, but total not exceeding 10%).

(m). Deposit Receipt No: _____ Date: _____

Amount Rs._____/- In words: (______

Executive Engineer



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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 Engineer-in-charge or of in subordinate-in-charge of the work.

Failing such authority 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 wok, 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. The contractor shall pay liquidated damages to the Agency at the rate per day stated in the bidding data for each day that the completion date is later than the Intended completion date; the amount of liquidated damage paid by the contractor to the Agency shall not exceed 10 per cent of the contract price. Agency may deduct liquidated damages from payments due to the contractor. Payment of liquidated damages does not affect the contractor's liabilities.

Clause - 3: Termination of the Contract.

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- (A) Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions exits:
 - i. contractor causes a breach of any clause of the Contract;
 - the progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired;
 - iii. In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - iv. contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill;
- (B) The Executive Engineer/Procuring Agency has power to adopt any of the following courses as may deem fit:-
 - to forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above;
 - ii. To finalize the work by measuring the work done by the contractor.
- (C) In the event of any of the above courses being adopted by the Executive Engineer/Procuring Agency, the contractor shall have:
 - i. no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,



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However, the contractor can claim for the work done at site duly certified by the executive engineer in writing regarding the performance of such work and has not been paid.

Procuring Agency/Engineer may invite fresh bids for remaining work.

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 Procuring Agency 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.

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 Executive Engineer 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 Engineer-in-charge 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.

A. Interim/Running Bill. A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill at least once in a month and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or

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his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

The Engineer /Procuring Agency shall pass/certify the amount to be paid to the contractor, which he considers due and payable in respect thereof, subject to deduction of security deposit, advance payment if any made to him and taxes.

All such intermediate payment shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the Engineer-in-charge from recoveries from final bill and rectification of defects and unsatisfactory items of works pointed out to him during defect liability period.

B. The Final Bill. A bill shall be submitted by the contractor within one month of the date fixed for the completion of the work otherwise Engineer-in-charge's certificate of the measurements and of the total amount payable for the works shall be final and binding on all parties.

Clause – 8: Reduced Rates. In cases where the items of work are not accepted as so completed, the Engineer-in-charge may make payment on account of such items at such reduced rates as he 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.

- A. Agency may issue a Variation Order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- B. Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.
- C. In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- D. The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- E. In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.



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F. 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 Engineer-incharge 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.
- 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.
- C. Uncorrected Defects:
 - i. In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days' notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.
 - ii. If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

Clause – 11:

- A. Inspection of Operations. The Engineer 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.
- B. Dates for Inspection and Testing. The Engineer shall give the contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause – 12: Examination of work before covering up.

A. No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the



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contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations;

B. If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

Clause – 13: 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 Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Engineer.

Clause-14: 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 Executive Engineer. 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 labor shall be paid by him.

Clause-15: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 Engineer. 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.

Clause – 16:Disputes. All disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, , the decision of the Superintending Engineer of the circle/officer/one grade higher to awarding authority shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs drawings, and instructions, hereinbefore mentioned and as to the quality of workmanship, or materials used on the work or as to any other questions, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.



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Clause –17: Site Clearance. On completion of the work, the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer incharge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed all temporary structures and materials brought at site either for use or for operation facilities including cleaning debris and dirt at the site. If the contractor fails to comply with the requirements of this clause then Engineer-in-charge, may at the expense of the contractor remove and dispose of the same as he thinks fit and shall deduct the amount of all expenses so incurred from the contractor's retention money. The contractor shall have no claim in respect of any surplus materials as aforesaid except for any sum actually realized by the sale thereof.

Clause -18: Financial Assistance /Advance Payment.

- A. Mobilization advance is not allowed.
- B. Secured Advance against materials brought at site.

i) Secured Advance may be permitted only against imperishable materials/quantities anticipated to be consumed/utilized on the work within a period of three months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract. The sum payable for such materials on site shall not exceed 75% of the market price of materials;

il) Recovery of Secured Advance paid to the contractor under the above provisions shall be affected from the monthly payments on actual consumption basis, but not later than period more than three months (even if unutilized).

Clause –19: Recovery as arrears of Land Revenue. Any sum due to the Government by the contractor shall be liable for recovery as arrears of Land Revenue.

Clause –20: Refund of Security Deposit/Retention Money. On completion of the whole of the works (a work should be considered as complete for the purpose of refund of security deposit to a contractor from the last date on which its final measurements are checked by a competent authority, if such check is necessary otherwise from the last date of recording the final measurements), the defects notice period has also passed and the Engineer has certified that all defects notified to the contractor before the end of this period have been corrected, the security deposit lodged by a contractor (in cash or recovered in installments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed.

Contractor

Executive Engineer



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ELIGIBLITY CRITERIA

- The Bidder/contractor having valid registration with Sindh Board of Revenue and National Tax Number (NTN).
- ii. The intending contractor who has not blacklisted in any government organization. Such affidavit on stamp paper of Rs. 100/- is required that they are not black listed anywhere.
- iii. The Contractor shall submit attested copies of annual Income Tax Return of last 3-Years.
- iv. To ensure the financial capabilities and soundness, contractor shall have to produce annual turnover of last 3-years.
- v. The Contractor shall submit detail of similar type of ongoing works of his agency along with completed works, their work orders and satisfactory completion certificate.
- vi. The Contractor shall submit details of Tools and plants/machinery and technical & non-technical staff for carrying out the required work.
- vii. The Bidder/supplier fulfilling the eligibility criteria as per SPPRA Rules should provide documents as per check list attached
- viii. Any other information required by procurement agency from time to time.



Executive Engineer

EVALUATION CRITEREA

- Apart from all the requirements given in eligibility criteria and tender documents the evaluation of the bids shall be made on the basis of lowest evaluated/best evaluated bid by the procurement committee/competent authority.
- The contractors are required to attach all required documents with their bid as no documents shall be acceptable after opening of bids and evaluation thereof. The bids without pre requisite documents shall not be considered/entertained and shall be summarily rejected.

Executive Engineer



i.

ii.



Page 13 of 19

BILL OF QUANTITIES FOR COLORING & PAINTING WORK AT AUXILLARY BLOCK, SMI UNIVERSITY, KARACHI.

S.No.	Description of Works	Quantity	Unit	Rate	Amount
1	Providing and applying 2 coat paints on existing old paint on ceiling and walls up to required finish (using ICI/Berger/Gobis)or equivalent brand approved paint including, scrapping of loose paint, sand papering / filing upto the required finish, etc complete in all respects and direction /satisfaction of engineer				
	a- Synthetic enamel paint on walls for border.	3000	Sft	15.0	45000
	b- distemper on ceilings & walls	5268	Sft	11.0.	57948
	c- Gloss enamel on doors & windows	700	Sft	16.0	11200
	GRAND TOTAL	TOTA	L. 4	A	114148

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FORM OF BID

(LETTER OF OFFER)

Bid Reference No.SMIU/DPD&S-TEND-2016/15

Name of Work: COLORING & PAINTING WORK AT AUXILLARY BLOCK, SMI UNIVERSITY, KARACHI.

To:

The Executive Engineer SMI University Karachi

Sir,

- 1. Having examined the Bidding Documents including Bidding Data, Terms & Conditions of Contract, Contract Data, Specifications, Drawings, if any& Schedule of Prices for the execution of the above-named work, we, the undersigned, being a company doing business under address and name of <u>M/S. Starif</u> <u>FBOMOR</u> and being duly incorporated under the laws of Pakistan hereby offer to execute and complete such works and remedy any defects therein in conformity with the said Documents including Addenda thereto, for the Total Bid Price of Rs <u>II4/148/1-</u> (Rupees <u>Mellals Formeren</u>, <u>flue Such</u> Only) or such other sum as may be ascertained in accordance with the said documents. Me under four of the Such.
- 2. We understand that all the schedules attached hereto are part of this Bid.
- 3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of Rs. <u>3000</u>/-(Rupees <u>Three Thousand</u>) drawn in favor of Sindh Madressatul Islam University and valid for a period of (90) days of the period of validity of Bid.
- 4. We undertake, if our Bid is accepted, to commence and complete the works comprised in the contract within the time(s) stated in Contract Data
- 5. We agree to abide by this Bid for the period of 90 days from the date fixed for tender opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
- We undertake, if our bid is accepted to execute the Performance Security referred to in Conditions of Contract for the due performance of the Contract.



Page 15 of 19

- We understand that you are not bound to accept the lowest or any bid you may receive.
- We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid for the Works.

_____ day of _____, 2016 Dated this 2 2a Signature In the capacity of ______ duly authorized to sign bid for and on behalf of (Name of Bidder in Block Capitals) 8 sector 1/A OTS. Address orach, Witness: (Signature)-Name: Jeehan rcud Address: 1112 Byong; .

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8.

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Page 16 of 19

DRAFT FOR CONTRACT AGREEMENT

THIS AGREEMENT made this _____ Day of _____, 2016 by and between the Sindh Madressatul Islam University, Karachi (party of the first Part herein after called the "Purchaser") and M/s _______Party of the second part herein after called the "Contractor") including their Successors and Assignees.

WHEREAS the purchaser has accepted a tender submitted by the "Contractor" for execution of ______" within given time ______" within given time period in work order. Time period can be extended due to any unforeseen reason. Total values of the Work orders sum of Rs. _______ (hereinafter called "the Contract Price")

NOW THIS AGREEMENT WITNESSED AS FOLLOWS

cor

- In this agreement words and expressions shall have the same meanings as are Respectively assigned to them in the Contract herein after referred to as the "Contract"
- 2. The following document which for the purpose of identification have been signed by

on behalf of the Contractor and by

Executive Engineer SMI-University.

On behalf of the Purchaser all of which shall be deemed to form and be read and constructed as part of this Agreement viz.

- (a) Articles of Agreement / Contract Agreement.
- (b) Instruction to bidders.
- (c) Condition of Contract/Terms & Conditions as per SMIU work order

Agreement with all Annexure duly filled in,

Page 17 of 19

- (d) The Specifications of Equipment.
- (e) Bill of Quantities with prices.
- (f) Running bills on completion of part job after satisfactorily will be allowed.
- 3. In consideration of the payments to be made by the Purchaser to the contractor the Contractor hereby covenants with the Purchaser to Supply and deliver the brand new and Latest equipment along with its installation and commissioning to the satisfaction of Authorities of SMIU, in conformity in all respects with the provisions of the Contract.
- The Purchaser hereby covenants to pay the Contractor/Supplier in consideration of the Supply and delivery of the equipment the Contract Price in the manner prescribed by the Contract and SMIU Work Order ______

IN WITNESS THEREOF the parties have hereunto set their respective hands and seal the Day month and year first above written.

(CONTRACTOR SUPPLIER)

(PURCHASER)

WITNESSES

(Purchaser's Witness No. 1)

(Contractor/Supplier's Witness No. 1)

(Purchaser's Witness No. 2)

(Contractor/Supplier's Witness No. 2)

Page 18 of 19

CHECK LIST

1

COLORING & PAINTING WORK AT AUXILLARY BLOCK, SMI UNIVERSITY, KARACHI.

S/No.	Requirement	Yes	No
1	Registration certificate of Sindh Revenue Board (as the case may be)		2
2	Certificate of SNTN/ NTN		
3	Three years related Experience along with supply documents & completion certificate		
4	Bank Statement and Income Tax return for the last Three years		
5	CNIC of the proprietor (attested copy)		
6	Affidavit on stamp paper that the firm is not black listed		

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SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

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CONTRACT EVALUATION FORM

TO BE FILLED IN BY ALL PROCURING AGENCIES FOR PUBLIC CONTRACTS OF WORKS, SERVICES & GOODS

2) PROVINCIAL / LOCAL GOVT./ OTHER OTHER 3) TITLE OF CONTRACT S/F of furniture at Auxillary Block at SMI University karach 4) TENDER NUMBER SMIU/DPD&S-TENDER-2016/15 5) BRIEF DESCRIPTION OF CONTRACT S/F of furniture at Auxillary Block at SMI University karach 6) FORUM THAT APPROVED THE SCHEME SINDH MADRESSATUL ISLAM UNIVERSITY KARACHI 7) TENDER ESTIMATED VALUE Rs. 1284600 /- 8) ENGINEER'S ESTIMATE (For civil works only) Rs. 1182000/-			SINDH MADRESSATUL ISLAM UNIVERSITY KARACHI				
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PLEASE SPECIFY IF ANY OTHER METHOD OF PROCUREMENT WAS ADOPTED		c) TWO STAGE BIDDING PROCED	URE				
		d) TWO STAGE – TWO ENVELOPE	BIDDING PROCEDURE				

		Vice Chancellor SMIU Karachi
19)	APPROVING AUTHORITY FOR AWARD OF	CONTRACT
20)	WHETHER THE PROCUREMENT WAS INCL	LUDED IN ANNUAL PROCUREMENT PLAN?
21)	ADVERTISEMENT :	
	 SPPRA Website (If yes, give date and SPPRA Identifica 	200
	ii) News Papers	No Yes Daily Jang, Daily dawn, Daily kawish
	(If yes, give names of newspapers and c	lates)
		No
22)	NATURE OF CONTRACT	Domestic/ Local ✓ Int.
23)	WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DO (If yes, enclose a copy)	Yes V No
24)	WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DO (If yes, enclose a copy)	CUMENTS? Yes V No
25)	WHETHER APPROVAL OF COMPETENT AU METHOD OTHER THAN OPEN COMPETITI	UTHORITY WAS OBTAINED FOR USING A VE BIDDING? Yes No 🗸
26)	WAS BID SECURITY OBTAINED FROM AL	L THE BIDDERS? Yes V No
27)	WHETHER THE SUCCESSFUL BID WAS LO BID / BEST EVALUATED BID (in case of Con	
28)	WHETHER THE SUCCESSFUL BIDDER WA COMPLIANT?	S TECHNICALLY Yes No
29)	WHETHER NAMES OF THE BIDDERS AND THE TIME OF OPENING OF BIDS?	THEIR QUOTED PRICES WERE READ OUT AT
30)	WHETHER EVALUATION REPORT GIVI CONTRACT?	EN TO BIDDERS BEFORE THE AWARD OF
	(Attach copy of the bid evaluation report)	Yes 🗸 No

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31) ANY COMPLAINTS RECEIVED (If yes, result thereof)	Yes
	No No
32) ANY DEVIATION FROM SPECIFICATIONS GIVEN IN	THE TENDER NOTICE / DOCUMENTS
(If yes, give details)	Yes
	No No
33) WAS THE EXTENSION MADE IN RESPONSE TIME? (If yes, give reasons)	Yes
$\mathbf{\circ}$	No No
34) DEVIATION FROM QUALIFICATION CRITERIA (If yes, give detailed reasons.)	Yes
	No No
35) WAS IT ASSURED BY THE PROCURING AGENCY T BLACK LISTED?	Yes V No
36) WAS A VISIT MADE BY ANY OFFICER/OFFICIAL OF SUPPLIER'S PREMISES IN CONNECTION WITH THE BE ASCERTAINED REGARDING FINANCING OF WISI (If yes, enclose a copy)	PROCUREMENT? IF SO, DETAILS TO
37) WERE PROPER SAFEGUARDS PROVIDED ON MOB THE CONTRACT (BANK GUARANTEE ETC.)?	ILIZATION ADVANCE PAYMENT IN Yes No 🗸
38) SPECIAL CONDITIONS, IF ANY (If yes, give Brief Description)	Yes
\bigcap	No No
Signature & Official Stamp of Authorized Officer ALI GOHAR LARIK Executive Engineer (Civil)	
DR OFFICE USE ONLY University Karachi	x

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SPPRA, Block. No.8, Sindh Secretariat No.4-A, Court Road, Karachi Tele: 021-9205356; 021-9205369 & Fax: 021-9206291



ALMA-MATER OF QUAID-E-AZAM MOHAMMAD ALI JINNAH SINDH MADRESSATUL ISLAM UNIVERSITY

NO.SMIU/DPD&S-2017-623

Dated: 4th January 2017

To,

M/s. Jawed Trading Corporation 125-126, HMH square Sir Shah suleman Road Hasan Square, Karachi Cell: 0300-9379535

WORK ORDER

SUB: SUPPLY AND FIXATION OF FURNITURE AT AUXILIARY BLOCK SMIU, KARACHI

Ref: Your acceptance letter dated 4th Jan 2017

With reference to your Financial Bid against the sealed tenders opened on 29th November 2016 in the presence of Tender Committee and Bidders. Your tender for the above mentioned work has been approved by the competent authority. The details of items are attached.

2. SMIU is pleased to award you the contract for "SUPPLY AND FIXATION OF FURNITURE AT AUXILIARY BLOCK SMIU, KARACHI" at a total amount of Rs.12, 84,600/=- (twelve lac eighty four thousand six hundred only).

3. You are advised to undertake the work as per specifications mentioned in tender documents. It is understood by the both parties that this contract shall be governed by the following terms & conditions:-

- i. The rate quoted by you are inclusive of cost of all of material, labor, tools, tackles, transportation require for the subject work, all taxes, levies and duties (Federal, provincial and Local bodies) or any other incidental charges that may occur in carrying out the work.
- ii. You are required to submit **10% Performance Security** of the total bid value in shape of pay order/ Bank Guarantee from any schedule bank within 14 days w.e.f date of issuance of this work order.
- iii. In the event of failure of work or un-satisfactory performance *SMI University* shall have the right to terminate the contract and forfeit the Performance Bank Guarantee and any other amount due against the work done and work may be awarded to any other source/agency at your risk and cost.
- iv. Any claim on account of escalation in contract price for any reason whatever during the executing of contract shall not be entertained / paid by *SMI University*.

- If you fails to complete the work within the schedule given by XEN day to day ٧. liquidated damaged at the rate of 0.5% of the value of contract per day shall be recovered from you subject to the maximum of 10% (ten percent) of the value of contract.
- The amount due against work done shall be paid by the SMI University to you vi. within 15 days after issuance of satisfactory certificate by the XEN and Architect SMI University.
- Daily progress report in triplicate will be submitted along with labor position. vii.
- CPM/PERT chart will be submitted before execution of work. viii.
- Defect liability period will be 03 months. ix.
- All defects will be rectified by the contractor at his own risk and cost before and х. during maintenance period of (03) months.
- Time is the essence of this Contract and please pay particular attention to xi. expeditious completion of the works within the contract period
- 4. Time of completion of this work shall be (30) Days reckoned from the date of commencement of Work Order issued by the Executive Engineer SMIU.
- NOTE: All the terms and conditions laid down in the tender documents/BOQ and work order shall be considered part of agreement & binding on both parties. In case of difference of opinion the SPPRA Rules shall be followed.

This issue with the approval of the Vice Chancellor

04/01/2017 **Executive Engineer**

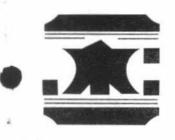
Copy to:

- 1. Accounts Branch
- 2. Director (Finance)
- Chairman Tender Committee
 Director (P&D)
- Director (P&D)
 Resident Auditor

- 7. Director (A & F) SPPRA Sindh for information.
- 8. Office Copy

- payment be made
- for information and necessary action
- for information and record
- for information and record
- for pre-audit when the bills are received from the contractor
- 6. Deputy Registrar (Coordination) for kind perusal of Vice Chancellor.

 - for office record



JAWED TRADING CORPORATION

Manufacturer of Furniture Wooden & Steel Engineer Government Contractor

DATE :- 4 -1 - 2017

Jo, THE EXECUTIVE ENGINEER. SMI, UNIVERSITY, KARACHI.

SUBJECT S- NOTIFICATION OF AWARD OF CONTRACT FOR THE WORK OF FURNITURE AND FIXATION AT AUXILIARY BLOCK.

DEAR SIR,

Will refrence 10 your office letter NO 30=12-2016 Dated 30-13-2016

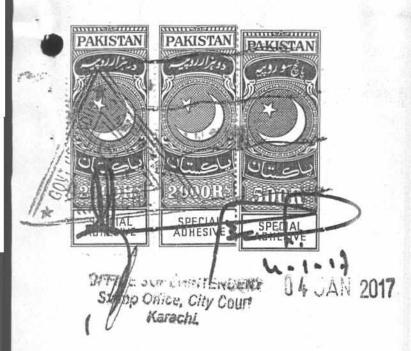
Regarding above Subject. 915 is 15 inform -that we accept your notification for award of contract and enclosed here with contract agreement with the adhesive glamp @ 0.35% of the lotal contract price RS 12,84,600 @ 0.35% RS 4500.

LOOKing forward for the further process.

Office Add: / Plot # 460 Street No. 25 Sector H, Manzoor Colony. Cell : 0310-1311321 Cell : 0300-9379535 / E-mail: jawedtc@gmail.com

Office Add:

1 at Elane Maurane Chamber Cari Whata Thedowahad Ob. 022 2728760



ARTICLES OF AGREEMENT / CONTRACT AGREEMENT

THIS AGREEMENT made this 4 - 01, 2017 by and between the Sindh Madressatul Islam University, Karachi (party of the first Part herein after called the "Purchaser") and M/s Jawed Trading Corporation Party of the second part herein after called the "Contractor") including their Successors and Assignees.

WHEREAS the purchaser has accepted a tender submitted by the "Contractor" for execution of Supply and Fixation of Furniture at Auxiliary Block SMIU, Karachi within given time period in work order. Time period can be extended due to any unforeseen reason. Total values of the Work orders sum of Rs. 1,284,600/- (Rupees One Million Two Hundred & Eighty Four Thousand Six Hundred only) (hereinafter called "the Contract Price")

NOW THIS AGREEMENT WITNESSED AS FOLLOWS

- 1. In this agreement words and expressions shall have the same meanings as are Respectively assigned to them in the Contract herein after referred to as the "Contract"
- 2. The following document which for the purpose of identification have been signed by $\underbrace{N_{b} \cdot SMID}_{DP} + \underbrace{SMID}_{DP} + \underbrace$

On behalf of the Purchaser all of which shall be deemed to form and be read and constructed as part of this Agreement viz.

- (a) Articles of Agreement / Contract Agreement.
- (b) Instruction to bidders.
- (c) Condition of Contract/Terms & Conditions as per SMIU work order SMIN/DPDES - 2017-623 pdid: 04 Jan 2017.

Agreement with all Annexure duly filled in,

- (d) The Specifications of Equipment.
- (e) Bill of Quantities with prices.
- (f) Running bills on completion of part job after satisfactorily will be allowed.
- 3. In consideration of the payments to be made by the Purchaser to the contractor the Contractor hereby covenants with the Purchaser to Supply and deliver the brand new and Latest equipment along with its installation and commissioning to the satisfaction of Authorities of SMIU, in conformity in all respects with the provisions of the Contract.

IN WITNESS THEREOF the parties have hereunto set their respective hands and seal the Day month and year first above written.

HAR LARIK Executive Engineer (Civil) Sindh Madressatul Islam University Karachi, S WITNESSES

(Purchaser's Witness No. 1)

(Purchaser's Witness No. 2)



SYED TANVEER RAZA 444

(Contractor/Supplier's Witness No. 1)

AMIRALI 32203-7505625-1-

Contractor/Supplier's Witness No. 2)

BIDDING DOCUMENT

STANDARD BIDDING DOCUMENT FOR PROCUREMENT OF GOODS

TENDER-2016/15

TENDER DOCUMENTS FOR SUPPLY AND FIXATION OF FURNITURE AT AUXILIAY BLOCK SMIU, KARACHI

Name of Department	Directorate of Planning & Development
Name of procuring agency	SINDH MADRESSATUL ISLAM UNIVERSITY
	Aiwan-e-Tijarat Road, Shahra-e-Liaquat, Karachi- 74000, Pakistan
	Tel: 021-99217501-02-03 Fax: 021-99217504
3	Website: www.smiu.edu.pk

28/11/16.

Issued to m/s. Jawed. Toad.

LIST OF CONTENTS

PART	DESCRIPTION			
Part-I	NOTICE INVITING TENDERS			
Part-II	INSTRUCTIONS TO BIDDERS			
Part-III	GENERAL CONDITIONS OF CONTRACT			
Part-IV	BID DATA SHEET			
Part-V	SPECIAL CONDITIONS OF CONTRACT			
Part-VI	SCHEDULE OF REQUIREMENT			
Part-VII	SAMPLE FORMS			
Part-VIII	SPECIFICATIONS AND QUANTITIES			



PART-II INSTRUCTION TO BIDDERS

i Source of Funds

PC-1 head "Furniture" sub-head "Classroom Furniture" of Scheme "Strengthening of SMIU". The eligible payment under the contract is to be made from this approved project.

ii Eligible Bidders

ii.a This Invitation for Bids is open to all suppliers from eligible source as defined in the SPP Rules, 2010(Amended-2013) and its Bidding Documents except as provided hereinafter.

ii.b Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which 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.

ii.c 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.

ii.d 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.

iii.a The origin of all the goods & related services to be supplied under the Contract should be mentioned.

iii.b Origin means the place where the goods are mint, grown or produce or the place from which the related services are supplied.

iii.c The Origin of goods and services is distinct from the nationality of bidders.

iv.a 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.

iii Eligible Goods and Services

Cost of Bidding



Content of Bidding Documents **B.** The Bidding Documents

v.a The bidding documents include:

- (a) Instructions to Bidders (ITB)
- (b) Bid Data Sheet
- (c) General Conditions of Contract (GCC)
- (d) Special Conditions of Contract (SCC)
- (e) Schedule of Requirements
- (f) Technical Specifications
- (g) Bid Form and Price Schedules
- (h) Bid Security Form
- (i) Contract Form
- (j) Performance Security Form
- (k) Manufacturer's Authorization Form
- v.b 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 risk and may result in the rejection of its bid.
- vi.a A 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 three working days prior to the deadline for the submission of bids prescribed in the Bid Data Sheet. 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.
- vii.a At any time prior to the deadline for submission of bids, the Procuring agency, for any reason, whether at its own initiative or in response to a clarification requested by a interested Bidder, may modify the bidding documents by amendment.
- vii.b All interested bidders that have received the bidding documents will be notified of the amendment in writing, and will be binding on them.
- vii.c 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.

vi Clarification of Bidding Documents

vii Amendment of Bidding Documents



C. Preparation of Bids

1. Scope

The Sindh Madressatul Islam University intends the "SUPPLY 1.1 AND FIXATION OF FURNITURE AT AUXILIARY BLOCK SMIU, KARACHI" through National Competitive Bidding Single Stage one Envelope Procedure as per SPPRA Rules-2010 (Amended 2013). The bid prepared by the Bidder, as well as all correspondence 2.1 and documents relating to the bid exchanged by the Bidder and

the Procuring agency shall be written in the English language.

3.1 The bid prepared by the Bidder shall comprise the following components:

- a) Price Schedule completed in accordance with ITB Clauses 4, 5 and 6.
- b) bid security furnished in accordance with ITB Clause-9.

The Bidder shall indicate on the appropriate Price Schedule the 4.1 unit prices (where applicable) and total bid price of the goods it proposes to supply under the contract.

- The prices shall be quoted on delivery to consignee's end 4.2 inclusive of all taxes, stamps, duties, levies, fees and installation and integration charges imposed till the delivery location specified in the schedule of Requirements. No separate payment shall be made of the incidental services.
- 4.3 Prices quoted by the by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet.
- 4.4 Prices shall be quoted in Pak Rupees unless otherwise specified in the Bid Data Sheet.
- The Bidder shall complete the Bid Form and the appropriate 5.1 Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.

6.1 Prices Shall be quoted in Pak Rupees.

7.1 As defined in Bid Data Sheet,

2. Language of Bid

Documents 3. Comprising the Bid

Bid Prices

- 5. **Bid Form**
- 6. Bid Currencies 7 Bidder's TRADING Eligibility

Sir Shah Sul

8. Documents 8.1 Establishing Goods' Eligibility and Conformity to Bidding Documents The documents evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings, and Data, and shall consist of:

(a) a detailed description of the essential technical and performance characteristics of the goods;

(b) the Bidder shall note that standards for workmanship, material ,and equipment, as well as references to brand names or catalogue numbers designated by the Procuring agency in its Technical Specification are intended to be descriptive only and not restrictive :till stated otherwise in Technical Specifications or Bid Data Sheet .The Bidder may substitute alternative standards, brand names , and /or catalogue numbers in its bid , provided that demonstrates to the Procuring agency's satisfaction that the substitutions ensure substantial equivalence to those designated in the in the Technical Specifications

The bid security is required (in the amount specified in the bid data sheet) to protect the Procuring agency against the risk of Bidder's conduct, which would warrant the security's forfeiture The bid security shall be denominated in the currency of the bid:

- a) at the Bidder's option, be in the form of either demand draft/call deposit or an unconditional bank guarantee from a reputable Bank:
- b) be submitted in its original form: copies will not be accepted;
- c) remain valid for a period of at least 14 days beyond the original validity period of bids, or at least 14 days beyond any extended period of bid validity.
- 9.2 bid security shall released to the unsuccessful bidders once the contract has been signed with the successful bidder or the validity period has expired.
- 9.3 The successful Bidder's bid security shall be discharged upon the Bidder signing the contract, and furnishing the performance security.
- 9.4 The bid security may be forfeited:
 - a) if a Bidder withdraws its bid during the period of bid validity or
 - b) in the case of a successful Bidder, if the bidder fails:
 - (i) to sign the contract in accordance or
 - (ii) to furnish performance security

TRADING CORDINATION &

9. Bid Security 9.1

- 10. Period of Validity of Bids
- 10.1 Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Procuring agency. A bid valid for a shorter period shall be rejected by the · Procuring agency as non-responsive.
- 10.2 In exceptional circumstances, the Procuring agency may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security shall also be suitable extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required not be required nor per mitted to modify its bid.
- 11.1 The Bidder shall prepare an original one copy of the bid Format and indicated in the Bid Data Sheet, clearly marking each "ORIGINAL Signing of BID" COPY OF BID" as appropriate. In the event of any discrepancy between them, the original shall govern.
 - 11.2 The original and the copy of the bid shall be shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract.
 - 11.3 Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

D. Submission of Bids

12.1 The Bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as "ORIGINAL BID" and "ONE COPY". The envelopes shall then be sealed in an outer envelope. The inner and outer envelopes shall be addressed to the Procuring agency at the address given in the BDS, and carry statement "DO NOT OPEN BEFORE at A.M"

- 12.2 If the outer envelope is not sealed and marked as required, the Procuring agency shall assume no responsibility for the bid'smisplacement or premature opening.
- Bids must be received by the Procuring agency at the address 13.1 specified in Bid Data Sheet, not later than the time and date specified in Bid Data Sheet.
 - 13.2 The Procuring agency may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents, in such case all rights and obligations of the Procuring agency and bidders previously subject to the deadline will thereafter be subject to the deadline.



Deadline for Submission of Bids



13.

- 12. Sealing and Marking of Bids

11.

Bid

and

of Bids

15.

- 14.1 Any bid received by the Procuring agency after the deadline for submission of bids prescribes by the Procuring agency shall be rejected and returned unopened to the Bidder.
- The Bidder may modify or withdraw its bid after the bid's 15.1 Modification submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by Withdrawal the Procuring agency prior to the deadline prescribed for submission of bids.
 - 15.2 No bid may be modified after the deadline for submission of bids.
 - 15.3 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security.

E. Opening and Evaluation of Bids

16.1 The Procuring agency shall open all bids in the presence of bidder's representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The bidders' representatives who are present shall sign a register/attendance sheet evidencing their attendance.

16.2 The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presences or absence of requisite bid security and such other details as the Procuring agency, at its discretion, may consider appropriate, will be announced at the opening.

Clarification 17.1 During evaluation of the bids, the Procuring agency may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

- 18.1 The Procuring agency shall examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
 - 18.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

16. Opening of Bids by the Procuring agency

of Bids

17.

18. Preliminary Examination



- 18.3 Prior to the detailed evaluation, the Procuring agency will determine the substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Procuring agency's determination of a bid's responsiveness is to be based on the contents of the bid itself.
- 18.4 If a bid is not substantially responsive, it will be rejected by the Procuring agency and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
- 19.1 The Procuring agency will evaluate and compare the bids which have been determined to be substantially responsive.
- 19.2 The Procuring agency's evaluation of a bid will be on delivery to consignee's end inclusive of all taxes, stamps, duties, levies, fees and installation and integration charges imposed till the delivery location and shall exclude any allowance for price adjustment during the period of execution of the contract.

20.1 No Bidder shall contact the procuring agency on any matter relating to its bid, from the time of bid opening to the time the announcement of Bid Evaluation Report. If the Bidder wishes to bring additional information to the notice of the procuring agency, it should do so in writing.

- 20.2 Any effort by a Bidder to influence the Procuring agency in its decision on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.
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19. Evaluation and Comparison of Bids

Contacting

procuring agency

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Award of contract

Post -Qualification 21.1 In the absence of prequalification, the procuring agency may determine to its satisfaction whether that selected Bidder having submitted the lowest evaluation responsive bid is qualified to perform the contract satisfactorily.

21.2 The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Claus-7 as well as such other information as the Procuring agency deems necessary and appropriate.

21.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Procuring agency will proceed to the next lowest evaluated bid to perform satisfactorily.

22.1 The Procuring agency will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

The Procuring Agency reserves the right to increase/decrease the quantity of the required items and /or purchase part items already tendered either in full or in part. The Procuring Agency reserves the right to accept or reject any or all of the Tenders; divide business amongst more than one bidder.

- Subject to relevant provisions of SPP Rules 2010 (Amended 23.1 2013), 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 contract award.
- 23.2 Pursuant to Rule 45 of SPP Rules 2010 (Amended 2013), Procuring agency shall hoist the evaluation report on Authority's web site, and intimate to all the bidders seven days prior to notify the award of contract.

22. Award Criteria

22 a Procuring Agency's right to vary quantities at the time of award

23. Procuring agency's Right to Accept any Bid and to Reject any or All Bids



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24.1 Prior to the expiration of the period of bid validity, the Procuring agency shall notify the successful Bidder in writing, that its bid has been accepted.

24.2 Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 26, the Procuring agency will promptly notify each unsuccessful Bidder and will discharge its bid security.

25.1 At the same time as the Procuring agency notifies the successful Bidder that its bid has been accepted, the Procuring agency will send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.

25.2 Within fourteen (14) days, or any other period specified in BDS, of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Procuring agency.

Ince 26.1 Within seven (07) days, or any other period specified in BDS, of the receipt of notification of award from the Procuring agency, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents, or in another form acceptable to the Procuring agency.

26.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 25 or ITB Clause 26.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Procuring agency may make the award to the next lowest evaluated Bidder or call for new bids.

r 27.1 The Government of Sindh requires that Procuring agency's (including beneficiaries of donor agencies' loans), as well as Bidders/Suppliers/Contractors under Government-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the SPPRA, in accordance with the SPP Act, 2009 and Rules made there under:

(a)

"Corrupt and Fraudulent, Practices" means either one or any combination of the practices given below;

(i) "Coercive Practice" means any impairing or harming, or threatening to impair or harm, directly or indirectly, any

26. Performance 26.1 Security

Signing of

Contract

27. Corrupt or 2 Fraudulent Practices



party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;

(ii) "Collusive Practice" means any arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;

(iii) "Corrupt Practice" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;

(iv) "Fraudulent Practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

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



Part-III General Conditions of Contract

1. Definitions

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1.1 In this Contract, the following terms shall be interpreted as indicated:

- (a) "The Contract" means the agreement entered into between the Procuring agency and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- (c) "The Goods" means all of the equipment, machinery, and/or other materials, which the Supplier is required to supply to the Procuring agency under the Contract.
- (d) "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
- (e) "GCC" mean the General Conditions of Contract contained in this section.
- (f) "SCC" means the Special Conditions of Contract.
- (g) "The Procuring agency" means the Sindh Public Procurement Regulatory Authority (SPPRA), Government of Sindh.
- (h) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract.
- "SPP Rules 2010" means the Sindh Public Procurement Rules 2010 (Amended 2013).
- (j) "Day" means calendar day.
- The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such

2. Standards



standards shall be the latest issued by the concerned institution.

The Supplier shall indemnify the Procuring agency against all

third- party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part

3. Patent Rights

4. Performance Security thereof in the Islamic Republic of Pakistan.
4.1 Within seven (07) days, or any other duration as specified in SCC, of receipt of the notification of Contract award, the successful Bidder shall furnish to the Procuring agency the performance security in the amount specified in SCC.

- 4.2 The proceeds of the performance security shall be payable to the Procuring agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 4.3 The performance security shall be denominated in the Pak rupees and shall be an unconditional bank guarantee, pay order, call deposit as, provided in the bidding documents or another form acceptable to the Procuring agency;
- 4.4 The performance security will be discharged by the Procuring agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.
- 5.1 The Procuring agency or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring agency. The Procuring agency shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.
 - 5.2 Should any inspected or tested Goods fail to conform to the Specifications, the Procuring agency may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Procuring agency.
 - 5.4 The Procuring agency's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Manufacturer.
- 5.5 Nothing in GCC Clause 5 shall in any way release the Supplier from any warranty or other obligations under this Contract.



5 Inspections and Tests

- 6. Packing
- 7. Delivery and Documents
- 8. Insurance
- 9. Transportation
- 10. Incidental Services

The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage.

Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping/ transportation and/or other documents to be furnished by the Supplier are specified in SCC.

No need of Insurance for Local Supplies, However Supplier is responsible to deliver the goods in perfect condition to the end user.

The Supplier is required under the Contact to transport the Goods to a specified place of destination and shall be arranged by the Supplier, and related costs shall be deemed to have been included in the Contract Price.

- 10.1 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- 11. Spare Parts 11.1 The Supplier should provide any or all of the notifications, and
 - information pertaining to spare parts manufactured or distributed by the Supplier:
 - (a) such spare parts as the Procuring agency may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and with the supplication of t
 - (b) in the event of termination of production of the spare parts:



- (i) advance notification to the Procuring agency of the pending termination, in sufficient time to permit the Procuring agency to procure needed requirements; and
- (ii) following such termination, furnishing at no cost to the Procuring agency, the blueprints, drawings, and specifications of the spare parts, if requested.
- 12. Warranty
- 12.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of desired models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Procuring agency's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 12.2 This warranty / maintenance period shall remain valid for six (06) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract
- 12.3 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, within a reasonable period, the Procuring agency may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring agency may have against the Supplier under the Contract.

13. Payment

- 13.1 The firm should submit stamp duty as per Government Rule before execution of work.
- 13.2 Within 30 days after the issuance of inspection certificate and consignee's receipt certificate as mentioned in SSC clause 6.
- 13.3 If the supply is not according to the specifications or unsatisfactory, the Contract will rejected and cancelled at the risk and cost of Firm
- 13.4 If the firm fails to execute the contract/supply order as per condition, action will be taken against them which may be their black listing and Earnest Money. / Security Deposit will be forfeited.
- 13.5 In case of late delivery @ 0.1% per day will be charged on bid amount deducted from the bill, but not more than 10% of contract value.
- 13.6 The currency of payment is Pak. Rupees.



14. Prices

15. Contract Amendments

16. Delays in the Supplier's Performance

17. Liquidated Damages

18. Termination for Default



Prices charged by the Supplier for Goods delivered and Services
 performed under the Contract shall not vary from the prices quoted
 by the Supplier in its bid,

No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

16.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring agency in the Schedule of Requirements.

- 16.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions obstructing timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring agency in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
- 16.3 Except as provided under GCC Clause 19 a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 17 unless an extension of time is agreed upon pursuant to GCC Clause 16.2 without the application of liquidated damages.

Subject to GCC Clause 19, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Procuring agency may consider termination of the Contract pursuant to GCC Clause 18.

18.1 The Procuring agency, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:

(a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring agency pursuant to GCC Clause 16; or

(b) If the Supplier fails to perform any other obligation(s) under the Contract.

- (c) If the Supplier, in the judgment of the Procuring agency has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- 18.2 In the event the Procuring agency terminates the Contract in whole or in part, pursuant to GCC Clause 18.1, the Procuring agency may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and supplier shall be liable to the Procuring agency for any excess costs for such similar Goods or services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

19. Force Majeure

- 19.1 Notwithstanding the provisions of GCC Clauses 16, 17 and 18, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 19.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Procuring agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 19.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring agency in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring agency in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 20.1 The Procuring agency may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accursed or will accrue thereafter to the procuring agency.
- 21.1 The Procuring agency, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that

20. Termination for Insolvency



termination is for the Procuring agency's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

- 21.2 The Goods that are compete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring agency at the Contract terms and prices. For the remaining Goods, the Procuring agency amy elect:
 - (a) to have nay portion completed and delivered at the Contract terms and prices; and / or
 - (b) To cancel the remainder and pay to the Supplier and agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Suppliers

Resolution of dispute shall be through Mechanism for Redressal of Grievances as provided in the rules or through Arbitration Act 1942.

The Contract shall be written in English language all correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

24. Applicable Law

25. Taxes and

Duties

2010 (amended 2013).

The Contract shall be interpreted in accordance with the SPP Rules

Supplier shall be entirely responsible for all taxes, duties (including stamp duty), license fees, etc., incurred until delivery of the contracted Goods to the Procuring agency.

26. Overriding effect of Sindh Public Procurement Rules 2010 (Amended 2013) In case of conflict or primacy of interpretation the provisions of SPP Rules 2010 (amended 2013) shall have an overriding effect notwithstanding anything to the contrary contained in these bidding documents



22. Resolution of Disputes

23. Governing Language

Part-IV Bid Data Sheet

The following specific data for "SUPPLY AND FIXATION OF FURNITURE AT AUXILIARY BLOCK SMIU, KARACHI." to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB) Part One. Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

	Introduction
ITB 1	Name of Procuring Agency: Sindh Madressatul Islam University. Tel # 021-99217501-02-03, (Ext: 223,224), Fax: 99217504
	Name of Contract. "SUPPLY AND FIXATION OF FURNITURE AT AUXILIARY BLOCK SMIU, KARACHI"
	Bid Price and Currency
ITB 4	FOR Prices quoted by the Bidder shall be "fixed" and in" Pak Rupees"
	Preparation and Submission of Bids
ITB 7	 Selection Criteria / Responsiveness criteria: Bidder should be a Pakistani Company. Having local presence in Karachi. Comply with specifications mentioned in bidding documents. Bidder should have at least 3 project references covering all solution areas written in RFP. Bid should be accompanied with check list. Bidder should strictly compliant with technical specification; no optional item will be accepted. Bidder should have completed at least 5 projects of similar nature satisfactory. The bidder must have at least 5 years of experience in the Supply. Income Tax Certificate. Valid Professional Tax Certificate.
ITB 9	Amount of bid security. 2% of Bid Value
ITB 10	Bid validity period. 90 days
ITB 11	Number of copies. One original
ITB 13	Deadline for bid submission at AM
ITB 19.1	Bid Evaluation: Lowest evaluated responsive bid

RADIA Ir Shab



Part-V 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 (g)—The Procuring Agency is: Directorate of Planning & Development SMIU, Karachi.

2. Performance Security (GCC Clause 4)

GCC 4—The amount of performance security, as a percentage of the Contract Price, shall be: 3%.

3. Inspections and Tests (GCC Clause 5)

Inspection of SMIU shall inspect the procured good and ensure that it meets the tender specifications before its acceptance

Delivery and Documents (GCC Clause 7)

GCC 10—Supplier shall supply and install the good within 30 Days after signing the contract and shall submit the following.

- Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- (ii) Packing List identifying the contents of Supply;
- (iii) Delivery note.
- (iv) Warranty and guarantee certificate;

5. Warranty (GCC Clause 12)

The equipment shall bear Standard warranty (with free parts & labor) from the date of installation / acceptance. Upon expiration of warranty, Purchaser at its option may enter into a Service Level Maintenance Agreement upon expiry of the warranty period in accordance with terms embodied in Appendix-A hereto.

6. Payment (GCC Clause 13)

90% of the Contract Price shall be paid upon delivery, and satisfactory Installation, integration and testing of the products at the Project site (s), subject to the production of installation and Operational Acceptance Certificates duly signed by authorized Inspection Committee of SMIU. Remaining 10% will be retained till completion of Warranty / gaintenance period of six months from the date of Inspection certificate issued.



Car

Tec

7. Liquidated Damages (GCC Clause 17)

If the Supplier fails to deliver the goods or perform the services within the time period(s) specified in the contract, the Purchaser shall, without prejudice to its other remedies under the contract deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.1 percent of the Contract Price for each day of delay until actual delivery or performance, up to a maximum deduction of 10% of the Contract Price. Once the maximum is reached, the purchaser may consider termination of the contract.

8. Resolution of Disputes (GCC Clause 22)

In the case of a dispute between the Procuring agency and the Supplier, the dispute shall be referred to the dispute resolution mechanism as defined in rule 31, 32 and 34 of the (SPPR 2010) Amended 2013

9. Applicable Law (GCC Clause 24)

GCC 24 Contract shall be interpreted in accordance with the Sindh Public Procurement law of Sindh.



The delivery schedule hereafter expressed the date of delivery required.

S. No	Items	Quantity	Time of Delivery from date of	Location of Supply	
01.	Furniture i.e: Chairs & Desks, Rostrum & White Board		Delivery within One Months	For Auxiliary block of SMIU.	

Note:

specifications and Quantity of above items are attached



PART-VII SAMPLE FORMS

Form-I

Letter of Acceptance

Date:

To:

Sindh Madressatul Islam University, Karachi

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 item 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 (5) 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 90 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 _____ 2016____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _



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Form-II

Price Schedule in Pak. Rupees

Name of Bidder

. IFB Number _____. Page_of _____

1	2	3	4		5	6	7
tem	Description	Country of origin	Quantity		price	Total	Remarks (if any)
				Words	Figure	24.5	
		1 1 1					
						44	
		· · ·			114		
						18753	

Total Bid amount in words:

Total Bid amount in figure:

Signature of Bidder

Note:

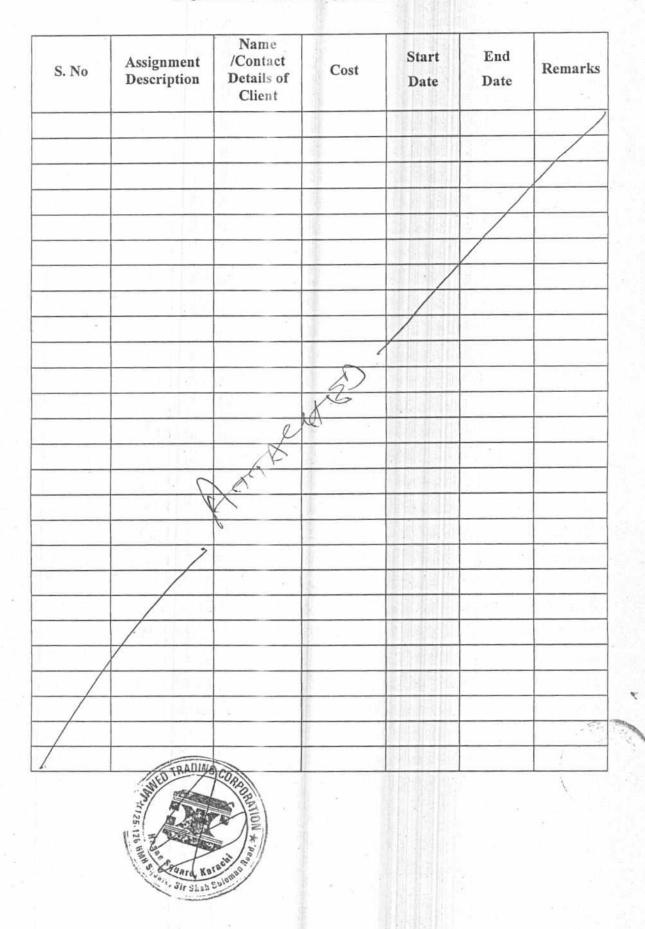
(i) In case of discrepancy between unit price and total, the unit price shall prevail.

(ii) The unit and total prices Delivered at Sindh Madressatul Islam University., Karachi should include the price of incidental services. No separate payment shall be made for the incidental services.



Form-III

Experience of Similar Supply and Installation



5

Form-IV

Contract Form

THIS AGREEMENT made the _____ day of _____ 20___ between , Karachi. (hereinafter called "the Procuring agency") of the one part and *[name of Supplier]* of *[city and country of Supplier]* (hereinafter called "the Supplier") of the other part:

WHEREAS the Procuring agency invited bids for certain goods, viz Procurement of

, SMIU, Karachi. has accepted a bid by the Supplier for the supply of those goods in the sum of *[contract price in words and figures]* (hereinafter called "the Contract Price").

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 referred to.
- The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
- (a) the Bid Form and the Price Schedule submitted by the Bidder;
- (b) the Schedule of Requirements;
- (c) the Technical Specifications.
- (d) the General Conditions of Contract;
- (e) the Special Conditions of Contract; and
- (f) the Procuring agency's Notification of Award.

3. In consideration of the payments to be made by the Procuring agency to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring agency to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract

4. The Procuring agency hereby covenants to pay the Supplier in consideration of the provision of the goods and services 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 Agreement to be executed in accordance with their respective laws the day and year first above written

Signed, sealed, delivered by ______ the _____ (for the Procuring agency)

Signed, sealed, delivered by ______ the _____ (for the Supplier)





for

Form-V

Performance Security Form

To:

ren

Sindh Madressatul Islam University, Karachi.

WHEREAS [name of Supplier] (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No. [reference number of the contract] dated ______ 2016_____ to supply [description of goods and services] (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier 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]



Form-VI

-Manufacturer's Authorization Form

To:

Sindh Madressatul Islam University, Karachi.

WHEREAS [name of the Manufacturer] who are established and reputable manufacturers of [Name and/or description of the goods] having factories at [address of factory]

do hereby authorize [name and address of Agent] to submit a bid, and subsequently sign the Contract with you against NIT No. [Reference of the Invitation to Bid] for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per Clause 12 of the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Bids.

[Signature for and on behalf of Manufacturer]

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent and having the power of attorney to bind the Manufacturer. It should be included by the Bidder in its bid.



PART-VIII

BILL OF QUANTITIES FOR SUPPLY AND FIXATION OF FURNITURE AT AUXILLARY BLOCK, SMI UNIVERSITY, KARACHI.

S.No.	Description of Works	Quantity	Unit	Rate	Amount
	FURNITURE	Black Black			
1a	CLASS ROOM DESK P/F ³ / ₄ " thick classroom desk made of ³ / ₄ " thick MDF (Al Noor or equivalent) laminated with beach wood edge liping on all sides. Understructure made of M.S powder coated pipe of 16mm gauge as mentioned in drawings with ³ / ₄ " thick MDF laminated board courtesy panel completed as per design. Class Room Table 3 Seaters (Size: 5'-4" LENGTH W = 1'-5" HEIGHT 2'-6")	24	Nos :	9850	236400
1b	Class Room Table 2 Seaters (size: 3'-4" length w = 1'-5" height 2'-6")	48	Nos	-6250/	300000
2	CLASS ROOM CHAIR FIXED ARMSLESS Providing & fixing of chairs of 1"x1"square pipe of 16 gauge including powder coating frame fixed with floor with metal base strip screwed and nail properly with master molty foam seat and back cover with leatherite cushion complete as per specification and as mention in drawing and details. Sample will be approved before the final product	168	Nos :	=3950	663600
3	ROSTRUM P/Supplying rostrum structure made of MS powder coated frame of 16 mm gauge having thickness of $\frac{3}{4}$ " thick MDF laminated sheet with beach wood edge lipping on all sides, size (L=2'-0, W= 1'-6" , from side and H= 4'- 6") complete as mentioned in drawing and as per direction of Architect/ Engineer.	6	Nos	=8850	53100
4	WHITE BOARD S/F of white Board size 8' X 4', overall structure is made of 3/4" thick MDF laminated with white colored HIGH GLOSS FORMICA pressed on one sides, edges with aluminum framing including provision of marker stand and duster tray	6	Nos	=5250	31500
	GRAND TOTAL	V	211 p	13/128	34600
y	Ann Jagin	Hasan State	A CONTRACTOR	S 120	Tender
	A	7/	C	And	mpall

CHECK LIST

S/No.	Requirement	Yes	No		
1	Registration certificate of Sindh Revenue Board (as the case may be)	YES			
2	Registration certificate of GST	YES			
3	Certificate of SNTN/ NTN	YES			
4	Three years related Experience along with supply documents & completion certificate	VES			
5	Bank Statement and Income Tax return for the last Three years	YES			
6	CNIC of the proprietor (attested copy)	YES			
7	Affidavit on stamp paper that the firm is not black listed	VES.			

SUPPLY AND FIXATION OF FURNITURE AT AUXILLARY BLOCK, SMI UNIVERSITY, KARACHI.





