



ALMA-MATER OF QUAID-E-AZAM MOHAMMAD ALI JINNAH

## SINDH MADRESSATUL ISLAM UNIVERSITY

NO. SMIU/DPD&S-2017-741

Dated: 26<sup>th</sup> May 2017

To;

**M/s. Memon & Memon Enterprises**  
Plot No. F-12/6, Near Ashique Memorial  
Hospital Eidgah Chowk, Manzoor Colony  
Karachi. Cell: 0333-8811712.  
NTN: 3149133-2

### WORK ORDER

**SUB: SHIFTING OF PRINT MEDIA LAB TO EXISTING CANTEEN OF MAIN BUILDING SMI UNIVERSITY, KARACHI.**

**Ref: Your acceptance letter No. 120 dated 24<sup>th</sup> May 2017**

With reference to your Financial Bid against the sealed tenders opened on 12<sup>th</sup> April 2017 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 "SHIFTING OF PRINT MEDIA LAB TO EXISTING CANTEEN OF MAIN BUILDING SMI UNIVERSITY, KARACHI." at a total amount of Rs.2,98,795/- (Rupees two lac ninety-eight thousand seven hundred ninety-five 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. 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.
  - iii. 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*.

- iv. Security deposit @ 10% of the Contract amount will be deducted from their bill and will be returned on successful completion of maintenance period of **03 months** after completion of works.
- v. If you fail to complete the work within the schedule given by XEN day to day 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.
- vi. The amount due against work done shall be paid by the **SMI University** within **15 days** after issuance of satisfactory certificate by the XEN and Architect SMI University.
- vii. Defect liability period will be **03 months**.
- viii. **Daily progress report** in triplicate will be submitted along with labor position.
- ix. **CPM/PERT** chart will be submitted before execution of work.
- x. All defects will be rectified by the contractor at his own risk and cost before and during maintenance period of **(03) months**.
- xi. Time is the essence of this Contract and please pay particular attention to 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

  
**Executive Engineer**

**Copy to:**

- |                                    |                                                                 |
|------------------------------------|-----------------------------------------------------------------|
| 1. Accounts Branch                 | - payment be made                                               |
| 2. Director (Finance)              | - for information and necessary action                          |
| 3. Chairman Tender Committee       | - for information and record                                    |
| 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.                                              |
| 8. Office Copy                     | - for office record                                             |

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

# **SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY**

## **CONTRACT EVALUATION FORM**

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

- 1) NAME OF THE ORGANIZATION / DEPTT. SINDH MADRESSATUL ISLAM UNIVERSITY KARACHI
- 2) PROVINCIAL / LOCAL GOVT./ OTHER OTHER
- 3) TITLE OF CONTRACT Shifting of print media lab to exsiting canteen at SMIU
- 4) TENDER NUMBER SMIU/DPD&S-TENDER-2017/004
- 5) BRIEF DESCRIPTION OF CONTRACT Shifting of print media lab to exsiting canteen at SMIU
- 6) FORUM THAT APPROVED THE SCHEME SINDH MADRESSATUL ISLAM UNIVERSITY KARACHI
- 7) TENDER ESTIMATED VALUE Rs. 298795/-
- 8) ENGINEER'S ESTIMATE Rs.275305/-  
(For civil works only)
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) 30 days
- 10) TENDER OPENED ON (DATE & TIME) 12th April 2017 at 3:00 PM
- 11) NUMBER OF TENDER DOCUMENTS SOLD two  
(Attach list of buyers)
- 12) NUMBER OF BIDS RECEIVED two
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS two
- 14) BID EVALUATION REPORT Attached  
(Enclose a copy)
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER M/s. Memon & Memon Enterprises
- 16) CONTRACT AWARD PRICE Rs. 298795/-
- 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT  
(i.e. 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> EVALUATION BID). 1. M/s. Memon & Memon Enterprises  
02. M/s. Bizfolks
- 18) METHOD OF PROCUREMENT USED : - (Tick one)
- a) SINGLE STAGE – ONE ENVELOPE PROCEDURE ☒ Domestic/ Local
- b) SINGLE STAGE – TWO ENVELOPE PROCEDURE ☐ Local
- c) TWO STAGE BIDDING PROCEDURE ☐
- d) TWO STAGE – TWO ENVELOPE BIDDING PROCEDURE ☐

PLEASE SPECIFY IF ANY OTHER METHOD OF PROCUREMENT WAS ADOPTED i.e.  
EMERGENCY, DIRECT CONTRACTING ETC. WITH BRIEF REASONS:

19) APPROVING AUTHORITY FOR AWARD OF CONTRACT \_\_\_\_\_

20) WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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21) ADVERTISEMENT :

i) SPPRA Website  
(If yes, give date and SPPRA Identification No.)

Yes	SPPRA ID. 2147483647, S. No 32181 Dated 22nd March 2017
No	

ii) News Papers  
(If yes, give names of newspapers and dates)

Yes	
No	NO

22) NATURE OF CONTRACT

Domestic/ Local	<input checked="" type="checkbox"/>	Int.	<input type="checkbox"/>
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23) WHETHER QUALIFICATION CRITERIA  
WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?  
(If yes, enclose a copy)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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24) WHETHER BID EVALUATION CRITERIA  
WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?  
(If yes, enclose a copy)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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25) WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A  
METHOD OTHER THAN OPEN COMPETITIVE BIDDING?

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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26) WAS BID SECURITY OBTAINED FROM ALL THE BIDDERS?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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27) WHETHER THE SUCCESSFUL BID WAS LOWEST EVALUATED  
BID / BEST EVALUATED BID (in case of Consultancies)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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28) WHETHER THE SUCCESSFUL BIDDER WAS TECHNICALLY  
COMPLIANT?

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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29) WHETHER NAMES OF THE BIDDERS AND THEIR QUOTED PRICES WERE READ OUT AT  
THE TIME OF OPENING OF BIDS?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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30) WHETHER EVALUATION REPORT GIVEN TO BIDDERS BEFORE THE AWARD OF  
CONTRACT?

(Attach copy of the bid evaluation report)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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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	
No	No

34) DEVIATION FROM QUALIFICATION CRITERIA  
(If yes, give detailed reasons.)

Yes	
No	No

35) WAS IT ASSURED BY THE PROCURING AGENCY THAT THE SELECTED FIRM IS NOT  
BLACK LISTED?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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36) WAS A VISIT MADE BY ANY OFFICER/OFFICIAL OF THE PROCURING AGENCY TO THE  
SUPPLIER'S PREMISES IN CONNECTION WITH THE PROCUREMENT? IF SO, DETAILS TO  
BE ASCERTAINED REGARDING FINANCING OF VISIT, IF ABROAD:  
(If yes, enclose a copy)

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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37) WERE PROPER SAFEGUARDS PROVIDED ON MOBILIZATION ADVANCE PAYMENT IN  
THE CONTRACT (BANK GUARANTEE ETC.)?

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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38) SPECIAL CONDITIONS, IF ANY  
(If yes, give Brief Description)

Yes	
No	No

Signature & Official Stamp of  
Authorized Officer

  
**ALI GOHAR LARIK**  
Executive Engineer (Civil)  
Sindh Madressatul Islam  
University Karachi.

**FOR OFFICE USE ONLY**

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

Print

Save

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# **Memon & Memon Enterprises**

**GOVERNMENT CONTRACTOR**

129

Ref MEM : \_\_\_\_\_

Date: 24/5/17

To,

The Executive Engineer,  
SMI – University Karachi.

SUBJECT: **ACCEPTANCE LETTER AGAINST NOTIFICATION FOR AWARD OF CONTRACT FOR THE WORK OF SHIFTING OF PRINT MEDIA LAB TO EXISTING CANTEEN OF MAIN BUILDING SMI UNIVERSITY KARACHI.**

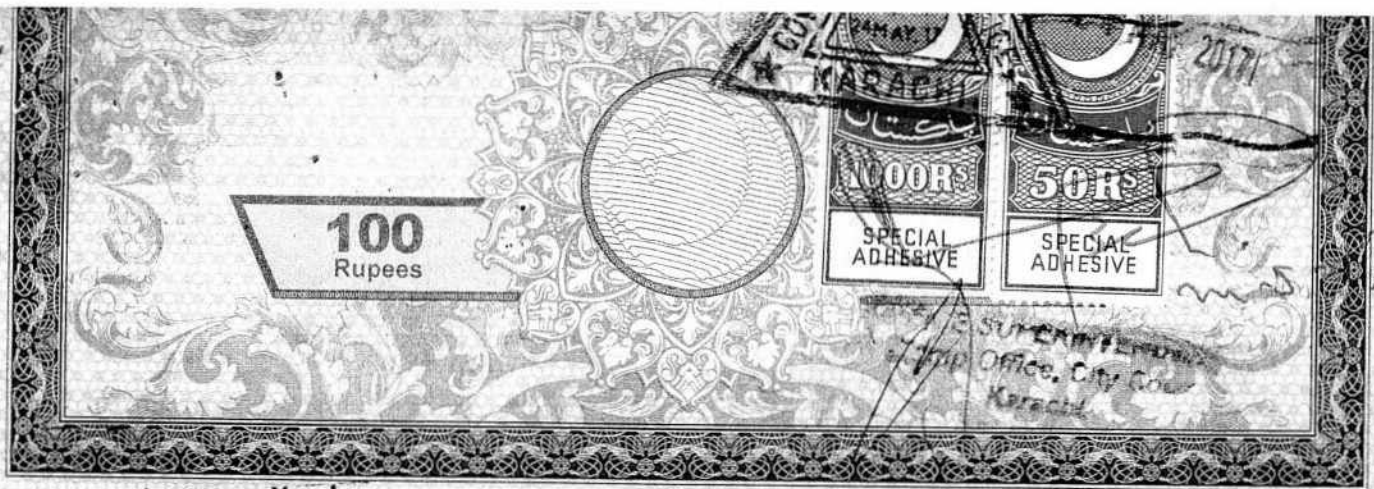
Reference: **YOUR OFFICE LETTER NO. 736.**

With reference to your office letter No. mentioned above. It is to inform you that I Mr. Ghulam Hussain Memon. Proprietor M/s Memon & Memon Enterprises accept you notification for award of work and enclosed herewith adhesive stamp @ 0.35% of the total contact price Rs. 1050/- which come to Rupees One Thousand & Fifty Only. Rs. 2,98,795/- in words Rupees Two Lac Ninety Eight Thousand Seven Hundred & Ninety Five Only.

Looking forward for further process







Muhammad Adeel Alvi Stamp Vendor

Licence No. 143 High Court Of Sindh

No. 69129 Karachi Date 24-05-2017

Issued To With Address: Mr. AMJAD CHOHAN

Through With Address: ADVOCATE

PURPOSE: No. 8079 High

Value Rs. 100/- Attended: 8079 High

Stamp Vendor Signature: \_\_\_\_\_

24 MAY 2017

24 MAY 2017  
(RUPEES ONE HUNDRED ONLY)

### CONTRACT AGREEMENT

THIS AGREEMENT made this 24 day of 05 2017 by and between the Sindh Madressatul Islam University, Karachi (party of the first Part herein after called the "Procuring Agency") and M/s, Memon & Memon Enterprises 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 "SHIFTING OF PRINT MEDIA LAB TO EXISTING CANTEEN OF MAIN BUILDING SMI UNIVERSITY, KARACHI" within given time period in tender documents. Time period can be Extended due to any unforeseen reason. Total values of the Work orders sum Rs. 2,98,795/- (Rupees two lac ninety eight thousand seven hundred ninety five only) (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSED AS FOLLOWS

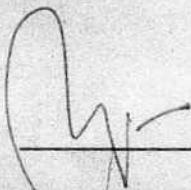
1. In this agreement words and expression shall have the same meaning as are Respectively assigned to them in the Contract herein after referred to as the "Contract"
2. The following document which for the purpose of identification have been signed by Contractor Mr. Ghulam Hussain Memon and by Executive Engineer SMI-University on behalf of the procuring agency. All of which shall be demand to form and be read and constructed as part of this Agreement viz.
  - (a) Article 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,



3. In consideration of the payments to be made by the P.A(Procuring Agency) to the contractor the Contractor hereby covenants with the P.A to execute the work to the satisfaction of Authorities of SMIU, in conformity in all respects with the provisions of the Contract.
4. The Procuring Agency hereby covenants to pay the Contractor in consideration of the execute of work to 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.

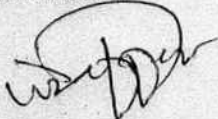


(PURCHASER)  
**ALI GOHAR LARIK**  
Executive Engineer (Civil)  
Sindh Madressatul Islam  
University Karachi.

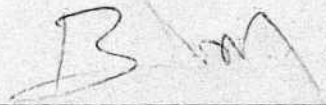


(CONTRACTOR / SUPPLIER)

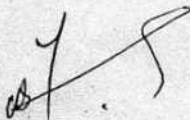
**WITNESSES**



(Purchaser's Witness No. 1)



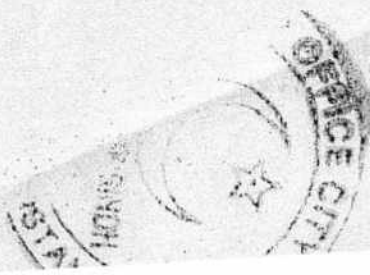
(Contractor/Supplier's Witness No. 1)



(Purchaser's Witness No. 2)



(Contractor/Supplier's Witness No. 2)





# BIDDING DOCUMENT

## STANDARD BIDDING DOCUMENT

**TENDER-2017 /05**

**TENDER DOCUMENTS FOR SHIFTING OF PRINT MEDIA LAB TO  
EXISTING CANTEEN OF MAIN BUILDING SMI UNIVERSITY,  
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 Website: <a href="http://www.smiu.edu.pk">www.smiu.edu.pk</a>



Issued to M/s. Memon & Memon Enterprises

# SINDHMADRESSATULISLAMUNIVERSITY

Aiwan-e-Tijarat Road, Karachi 74000.

Phones: +92-21-99217501-02-03, Fax: +92-21-99217504

Email: [info@smiu.edu.pk](mailto:info@smiu.edu.pk), URL <http://www.smiu.edu.pk/>

NO. SMIU/DPD&S-TEND-2017/05

## 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.	REPAIR AND MAINTENANCE OF EXISTING WASHROOMS OF SHIA MASJID INCLUDING DIVERSION OF SEWERAGE LINE AND OTHER WORKS AT SMI UNIVERSITY	2% of bid price	Rs.1000/-	20 Days
2.	SHIFTING OF PRINT MEDIA LAB TO EXISTING CANTEEN OF MAIN BUILDING SMI UNIVERSITY		Rs.1000/-	30 Days

### Terms & conditions:

- 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 (nonrefundable) in favor of *Sindh Madressatul Islam University* on any working day during office hours from 22<sup>nd</sup> March 2017 to 11<sup>th</sup> April 2017 and can be download from SPPRA website: [www.ppraisindh.gov.pk](http://www.ppraisindh.gov.pk) and SMI University website: [www.smiu.edu.pk](http://www.smiu.edu.pk)
- The filled Sealed Tenders will be received back on 12<sup>th</sup> April 2017 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.
- Bid Validity Period 90 days
- 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.
- 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.
- 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

Executive Engineer (Civil)



## Instructions to Bidders

### General Rules and Directions for the Guidance of Contractors.

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.

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: SHIFTING OF PRINT MEDIA LAB TO EXISTING CANTEEN OF MAIN BUILDING SMI UNIVERSITY
- (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: 12<sup>th</sup> April 2017. Up to 02:00 pm
- (j). Venue, Time, and Date of Bid Opening: - 12<sup>th</sup> April 2017, 3: pm, Office of Directorate of Planning & Development, SMI University, Karachi.
- (k). Time for Completion from written order of commence: - 30 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





### 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 work, contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month, to achieve progress on the prorate basis.

**Clause – 2: Liquidated Damages.** 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.**

(A) Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions exists:-

- i. contractor causes a breach of any clause of the Contract;
- ii. 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:-

- i. 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,



- ii. 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 far 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



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 contract 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.



- 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-in-charge 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





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.





**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;

ii) 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**



## ELIGIBILITY CRITERIA


- i. 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 CRITERIA

- i. 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.
- ii. 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



**BOQ of**  
**Shifting of Print Media Lab to Existing Canteen of Main Building at**  
**SMI-University**

S. No	Item/Description	Unit	Quantity	Rate	Amount
1	<u>Dismantling</u>				
	dismantling of existing canteen counter size 16' x 3'x3', 8'x3'x3', 4'x3'x3 including removal of inbuilt wooden cabinets, china verona marble top with removal of debris complete in all respect as per direction of incharge	1	Job	11,500/-	11,500/-
2	<u>Flooring</u> : Providing and laying 1-1/2"-thick floor of Porcelain full body tile of Shabir/Master or equivalent, approved color, cement mortar (1:6) including setting the tiles with cement slurry of matching color, cost of mortar for grouting complete in all respect and as per direction of Engineer in charge.				
a	Porcelain Full Body Tiles (16"x16") or approved size	Sft	345	185/-	63,825/-
b	Skirting porcelain tile 16"x4" or approved size shade as approved of shabir make or equivalent	Rft	70	105/-	7,350/-
3	<u>Block Masonry</u>				
a	Solid blocks (4"x8"x12") masonry walls 4"-thick set in 1:6 cement sand mortar including curing etc complete in all respects as shown on drawings.	Cft	54	191/-	10,260/-
4	<u>Plaster</u>				
a	1/2" thick 1:6 cement sand Plaster	Sft	108	35/-	3,780/-
5	<u>Paints</u>				
a	Providing and applying 3-coats of distemper paint of approved shade of approved manufacturer (ICI/NELSON/Berger) to all internal surfaces including smooth filling complete as per specifications and drawings.				
a	On walls upto ceiling	Sft	750	16/-	12,000/-

*Signature*  
12/4/17



b	Removal of enamel paint from existing doors of examination & admission office, by scrapping and applying polishing including hardware, tower bolts, handles & door closers, etc complete as per direction of Architect/Engineer	Sft	108	97	10,476/2
6	<b>False Ceiling:</b> Providing & fixing of Mineral Fiber acoustic False ceiling 2'x2' in size with CKM adjustable suspension system, imported aluminium rails/channels powder coated and approved hangers for suspension, including all hardware and accessories, with approved grooves, cutting out openings for all light fixtures, complete in all respects.	Sft	342	85	29,070/2
7	<b>WALL/FALSE CEILING DOWN LIGHTS FITTING:</b> Providing & fixing of false ceiling down lights, 5" Philips or approved equivalent, with energy saver (Day cool/ warm lights) 24w Philips or approved equivalent, complete all respect with above mention wiring work. As approved by engineer	Nos.	12	1150	13,800/2
8	<b>CEILING FAN 56"</b> ; Providing and installation of Ceiling fan 56", 220V, With fan Dimmer switch Royal Deluxe fan or equivalent, copper winding, complete all respect including fixing work for ready to operate. As approved by Engineer.	Nos.	2	5500	11,000/2
9	<b>AIR CONDITIONING SPLIT A.Cs 2 TON:</b> Providing and installation of split ACs 2 ton 220V AC, Kenwood or Approved equivalent, Energy saving, providing installation refrigerant copper pipe (USA), rubber insulation wrapping with aluminum tape for split A/C unit including Gas charging if required, inner & outer unit cabling/wiring 2X7/0.036 plus 1.5mm s/c Pakistan cable or equivalent with outlet sheet and pvc box, Split A.C outer unit angle iron breakets with color (2"x2"x1.5mm) Complete all respect necessary items for ready to operate.	Nos.	1	89,500	89,500/2
10	<b>Electrical Works</b>				

  
 AEN.  
 12/11/17





	Multi Pin Plug A) Providing and fixing Multi pin plug Clipsal Australia or Equivalent, and wiring 2x7/0.029 plus 1x1.5sqmm S/C PVC Std insulated wire Pakistan cables or Equivalent, appropriate size of good quality PVC Pipe/Channel duct Adamjee or equivalent, surface/concealed in ceiling, wall and floors complete all respect, from Multi pin plug points to Distribution Board with all general Electrification works. As approved by engineer.	Nos.	4	1317/-	5,268/-
11	Same as item A but wiring 2x3/0.029 plus 1x1.5sqmm S/C PVC Std insulated wire Pakistan cable or Equivalent, from fans/lights, and bell point to switch Boards. As approved by engineer.	Nos.	8	812/-	6,496/-
12	Same as item A but wiring 2x7/0.029 plus 1x1.5sqmm S/C PVC Std insulated wire Pakistan cable or approved equivalent from switch Boards to Main DB. As approved by engineer.	Nos.	3	1,190/-	3,570/-
13	6 Gang Switch Plates Clipsal Australia or Equivalent with box. As approved by engineer	Nos.	2	1,200/-	2,400/-
14	<b>Distribution Board</b> providing fixing & commissioning of distribution board made of MS Sheet with 4x20A S/P breaker made of hugger or equivalent complete with all respect	Nos.	1	18,500/-	18,500/-
	<b>Grand Total</b>			Rs=	298,795/-

Total Amount in Words

Two Hundred Ninety Eight Thousand Seven Hundred Ninety Five Only -



Contractor Signature & Seal

Handwritten signature and date 12/4/17



Handwritten signature and date 12/4/2017

Convener Tender Committee



Handwritten signature and date 12/04/17

FORM OF BID

(LETTER OF OFFER)

Bid Reference No.SMIU/DPD&S-TEND-2017/05

Name of Work:

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 \_\_\_\_\_ 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 298,795/- (Rupees Two Hundred Ninety Eight Thousand Seven Hundred Nine Five Only) or such other sum as may be ascertained in accordance with the said documents.
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. 6,000/- (Rupees Six Thousand Only) 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.
6. 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.
7. 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.



8. We understand that you are not bound to accept the lowest or any bid you may receive.
9. 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.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017

Signature \_\_\_\_\_

In the capacity of \_\_\_\_\_ duly authorized to sign bid for and on behalf of \_\_\_\_\_

(Name of Bidder in Block Capitals)



(Seal)

Address Plot # F-12/B, Near Ashique Memorial Hospital Sialkot

Chowk, Mangroo Colony, Karachi.

Witness:

(Signature) \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

M. Kamal

M. Kamal

Garden West, Karachi.



**DRAFT FOR CONTRACT AGREEMENT**

THIS AGREEMENT made this \_\_\_\_ Day of \_\_\_\_, 2017 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 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**

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 \_\_\_\_\_ 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,



2. The Specifications of Equipment.  
3. of Quantities with prices.  
4. Pending 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.
4. 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.

\_\_\_\_\_  
(PURCHASER)

\_\_\_\_\_  
(CONTRACTOR / SUPPLIER)

WITNESSES

\_\_\_\_\_  
(Purchaser's Witness No. 1)

\_\_\_\_\_  
(Contractor/Supplier's Witness No. 1)

\_\_\_\_\_  
(Purchaser's Witness No. 2)

\_\_\_\_\_  
(Contractor/Supplier's Witness No. 2)





## CHECK LIST

S/No.	Requirement	Yes	No
1	Registration certificate of Sindh Revenue Board (as the case may be)	✓	
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	✓	





ALMA-MATER OF QUAID-E-AZAM MOHAMMAD ALI JINNAH

## SINDH MADRESSATUL ISLAM UNIVERSITY

NO. SMIU/DPD&S-2017-742

Dated: 26<sup>th</sup> May 2017

To;

**M/s. Memon & Memon Enterprises**  
Plot No. F-12/6, Near Ashique Memorial  
Hospital Eidgah Chowk, Manzoor Colony  
Karachi. Cell: 0333-8811712.  
NTN: 3149133-2

### WORK ORDER

**SUB: REPAIR AND MAINTENANCE OF EXSITING WASHROOMS OF SHIA MASJID INCLUDING DIVERSION OF SEWERAGE LINE AND OTHE WORKS AT SMI UNIVERSITY, KARACHI.**

**Ref: Your acceptance letter No. 119 dated 24<sup>th</sup> May 2017**


With reference to your Financial Bid against the sealed tenders opened on 12<sup>th</sup> April 2017 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 "REPAIR AND MAINTENANCE OF EXSITING WASHROOMS OF SHIA MASJID INCLUDING DIVERSION OF SEWERAGE LINE AND OTHE WORKS AT SMI UNIVERSITY, KARACHI" at a total amount of Rs.1,49,603/- (Rupees one lac forty nine six hundred three 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. 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.
  - iii. 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**.

- iv. Security deposit @ **10%** of the Contract amount will be deducted from their bill and will be returned on successful completion of maintenance period of **03 months** after completion of works.
  - v. If you fail to complete the work within the schedule given by XEN day to day 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.
  - vi. The amount due against work done shall be paid by the **SMI University** within **15 days** after issuance of satisfactory certificate by the XEN and Architect SMI University.
  - vii. Defect liability period will be **03 months**.
  - viii. **Daily progress report** in triplicate will be submitted along with labor position.
  - ix. **CPM/PERT** chart will be submitted before execution of work.
  - x. All defects will be rectified by the contractor at his own risk and cost before and during maintenance period of **(03) months**.
  - xi. Time is the essence of this Contract and please pay particular attention to 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                 | - payment be made                                               |
| 2. Director (Finance)              | - for information and necessary action                          |
| 3. Chairman Tender Committee       | - for information and record                                    |
| 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.                                              |
| 8. Office Copy                     | - for office record                                             |

# **SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY**

## **CONTRACT EVALUATION FORM**

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

- 1) NAME OF THE ORGANIZATION / DEPTT. SINDH MADRESSATUL ISLAM UNIVERSITY KARACHI
- 2) PROVINCIAL / LOCAL GOVT./ OTHER OTHER
- 3) TITLE OF CONTRACT Repair & maintance of washroom of shia masjid at SMIU
- 4) TENDER NUMBER SMIU/DPD&S-TENDER-2017/005
- 5) BRIEF DESCRIPTION OF CONTRACT Repair & maintance of washroom of shia masjid at SMIU
- 6) FORUM THAT APPROVED THE SCHEME SINDH MADRESSATUL ISLAM UNIVERSITY KARACHI
- 7) TENDER ESTIMATED VALUE Rs. 149603/-
- 8) ENGINEER'S ESTIMATE Rs.150296/-  
(For civil works only)
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) 20 days
- 10) TENDER OPENED ON (DATE & TIME) 12th April 2017 at 3:00 PM
- 11) NUMBER OF TENDER DOCUMENTS SOLD five  
(Attach list of buyers)
- 12) NUMBER OF BIDS RECEIVED five
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS Four
- 14) BID EVALUATION REPORT Attached  
(Enclose a copy)
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER M/s. Memon & Memon Enterprises
- 16) CONTRACT AWARD PRICE Rs. 149603/-
- 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT  
(i.e. 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> EVALUATION BID).  
1. M/s. Memon & Memon Enterprises  
02. M/s. Construction Zone  
03. M/s. Origin Construction
- 18) METHOD OF PROCUREMENT USED : - (Tick one)
- a) SINGLE STAGE – ONE ENVELOPE PROCEDURE ☒ Domestic/ Local
- b) SINGLE STAGE – TWO ENVELOPE PROCEDURE ☐ Local
- c) TWO STAGE BIDDING PROCEDURE ☐
- d) TWO STAGE – TWO ENVELOPE BIDDING PROCEDURE ☐

PLEASE SPECIFY IF ANY OTHER METHOD OF PROCUREMENT WAS ADOPTED i.e.  
EMERGENCY, DIRECT CONTRACTING ETC. WITH BRIEF REASONS:

19) APPROVING AUTHORITY FOR AWARD OF CONTRACT \_\_\_\_\_

20) WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

21) ADVERTISEMENT :

i) SPPRA Website  
(If yes, give date and SPPRA Identification No.)

Yes	SPPRA ID. 2147483647, S. No 32181 Dated 22nd March 2017
No	

ii) News Papers  
(If yes, give names of newspapers and dates)

Yes	
No	NO

22) NATURE OF CONTRACT

Domestic/ Local	<input checked="" type="checkbox"/>	Int.	<input type="checkbox"/>
--------------------	-------------------------------------	------	--------------------------

23) WHETHER QUALIFICATION CRITERIA  
WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?  
(If yes, enclose a copy)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

24) WHETHER BID EVALUATION CRITERIA  
WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?  
(If yes, enclose a copy)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

25) WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A  
METHOD OTHER THAN OPEN COMPETITIVE BIDDING?

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
-----	--------------------------	----	-------------------------------------

26) WAS BID SECURITY OBTAINED FROM ALL THE BIDDERS?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

27) WHETHER THE SUCCESSFUL BID WAS LOWEST EVALUATED  
BID / BEST EVALUATED BID (in case of Consultancies)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

28) WHETHER THE SUCCESSFUL BIDDER WAS TECHNICALLY  
COMPLIANT?

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
-----	--------------------------	----	-------------------------------------

29) WHETHER NAMES OF THE BIDDERS AND THEIR QUOTED PRICES WERE READ OUT AT  
THE TIME OF OPENING OF BIDS?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

30) WHETHER EVALUATION REPORT GIVEN TO BIDDERS BEFORE THE AWARD OF  
CONTRACT?  
(Attach copy of the bid evaluation report)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------



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	
No	No

34) DEVIATION FROM QUALIFICATION CRITERIA  
(If yes, give detailed reasons.)

Yes	
No	No

35) WAS IT ASSURED BY THE PROCURING AGENCY THAT THE SELECTED FIRM IS NOT  
BLACK LISTED?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

36) WAS A VISIT MADE BY ANY OFFICER/OFFICIAL OF THE PROCURING AGENCY TO THE  
SUPPLIER'S PREMISES IN CONNECTION WITH THE PROCUREMENT? IF SO, DETAILS TO  
BE ASCERTAINED REGARDING FINANCING OF VISIT, IF ABROAD:  
(If yes, enclose a copy)

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
-----	--------------------------	----	-------------------------------------


37) WERE PROPER SAFEGUARDS PROVIDED ON MOBILIZATION ADVANCE PAYMENT IN  
THE CONTRACT (BANK GUARANTEE ETC.)?

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
-----	--------------------------	----	-------------------------------------

38) SPECIAL CONDITIONS, IF ANY  
(If yes, give Brief Description)

Yes	
No	No

Signature & Official Stamp of  
Authorized Officer

  
**ALI GOHAR LARIK**  
Executive Engineer (Civil)  
Sindh Madressatul Islam  
University Karachi

**FOR OFFICE USE ONLY**

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

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# BIDDING DOCUMENT

## STANDARD BIDDING DOCUMENT

**TENDER-2017 /05**

**TENDER DOCUMENTS FOR REPAIR AND MAINTENANCE OF  
EXISTING WASHROOMS OF SHIA MASJID INCLUDING  
DIVERSION OF SEWERAGE LINE AND OTHER WORKS AT SMI  
UNIVERSITY**

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



10/4/17.



Issued to M/s. Memon & Memon Enterprises.

# SINDHMADRESSATULISLAMUNIVERSITY

Aiwan-e-Tijarat Road, Karachi 74000.

Phones: +92-21-99217501-02-03, Fax: +92-21-99217504

Email: [info@smiu.edu.pk](mailto:info@smiu.edu.pk), URL <http://www.smiu.edu.pk/>

NO. SMIU/DPD&S-TEND-2017/05

## 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.	REPAIR AND MAINTENANCE OF EXISTING WASHROOMS OF SHIA MASJID INCLUDING DIVERSION OF SEWERAGE LINE AND OTHER WORKS AT SMI UNIVERSITY	2% of bid price	Rs.1000/-	20 Days
2.	SHIFTING OF PRINT MEDIA LAB TO EXISTING CANTEEN OF MAIN BUILDING SMI UNIVERSITY		Rs.1000/-	30 Days

### Terms & conditions:

- 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 (nonrefundable) in favor of **Sindh Madressatul Islam University** on any working day during office hours from 22<sup>nd</sup> March 2017 to 11<sup>th</sup> April 2017 and can be download from SPPRA website: [www.ppraisindh.gov.pk](http://www.ppraisindh.gov.pk) and SMI University website: [www.smiu.edu.pk](http://www.smiu.edu.pk)
- The filled Sealed Tenders will be received back on 12<sup>th</sup> April 2017 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.
- Bid Validity Period 90 days
- 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.
- 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.
- 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

Executive Engineer (Civil)



## Instructions to Bidders

### General Rules and Directions for the Guidance of Contractors.

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.

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: REPAIR AND MAINTENANCE OF EXISTING WASHROOMS OF SHIA MASJID INCLUDING DIVERSION OF SEWERAGE LINE AND OTHER WORKS AT SMI UNIVERSITY
- (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:- 12<sup>th</sup> April 2017. 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



### 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 work, contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month, to achieve progress on the prorated 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.**

(A) Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions exists:-

- i. contractor causes a breach of any clause of the Contract;
- ii. 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:-

- i. 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,



- ii. 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 far 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



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 contract 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.





- 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-in-charge 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





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 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, heretofore 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.



**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;

ii) 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



## ELIGIBILITY CRITERIA


- i. 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

- i. 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.
- ii. 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



**BILL OF QUANTITIES**  
**REPAIR AND MAINTENANCE OF EXISTING WASHROOMS OF SHIA MASJID INCLUDING**  
**DIVERSION OF SEWERAGE LINE AND OTHER WORKS AT SMI UNIVERSITY**

S.No.	Description of Works	Quantity	Unit	Rate	Amount
1	<b><u>Cement Plaster:</u></b> Providing and laying plaster with cement with mortar at external surface of existing washrooms and curbing complete in all respect and / or as directed by the engineer  ½" thick plaster with 1:6 cement sand mortar on exterior walls	1114	SFT	@35 1/2	38,996 1/2
2	<b><u>Painting</u></b> Providing and applying 3 coats of weather shields paint on exterior surfaces of approved shade or a coat of primer of the approved manufacturer to all external surfaces including smooth filling complete as per specifications and / or as directed by the engineer	1143	SFT	@21 1/2	24,003 1/2
3	<b><u>Earth Works</u></b> Excavation in all kind of sub surface materials ( soft ) upto 3 feet depth including disposal of surplus/ rejected excavated material to designed places out side university premises	1320	SFT	@23 1/2	30,360 1/2
4	<b><u>PVC Pipe</u></b> Providing and fixing/ laying PVC pipe 6 inch dia for new sewerage line of Shia Masjid including elbow, fitting etc complete in all respects	150	RFT	@315 1/2	47,250 1/2
5	<b><u>Main Hole</u></b> Providing and laying Main Hole (2 x 2) for sewerage disposal Including masonry in ratio (1:4), plaster in ratio (1:3), base concrete 4 inch thick in ratio (1:3:6) including main hole cover with angle iron frame complete in all respects and / or as directed by the engineer.	02	Nos	@4500 1/2	9000 1/2
	<b>GRAND TOTAL</b>				149,603 1/2

Signature of contractor & seal

12/4/17

Convener Tender Committee

12/4/17





FORM OF BID

(LETTER OF OFFER)

Bid Reference No.SMIU/DPD&S-TEND-2017/05

Name of Work:

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 Memon S. Memon Enterprises 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 149,603.-/- (Rupees One Hundred Forty Nine Thousand Six Hundred Three Only) or such other sum as may be ascertained in accordance with the said documents.
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. 3000 /-(Rupees Three Thousand Only.) 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.
6. 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.
7. 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.



8. We understand that you are not bound to accept the lowest or any bid you may receive.
9. 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.

Dated this 12 day of April, 2017

Signature 

In the capacity of \_\_\_\_\_ duly authorized to sign bid for and on behalf of

\_\_\_\_\_  
(Name of Bidder in Block Capitals)

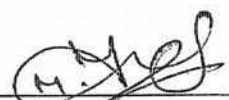


(Seal)

Address Plot # P-12/6, Nave Ashique Memorial Hospital Sialkot

Chowk, Mangroo Colony, Karachi.

Witness:

(Signature) 

Name: M. Hanif

Address: Garden West, Karachi



**DRAFT FOR CONTRACT AGREEMENT**

**THIS AGREEMENT** made this \_\_\_\_ Day of \_\_\_\_, 2017 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 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**

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 \_\_\_\_\_ 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,



- (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.
4. 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.

\_\_\_\_\_  
(PURCHASER)

\_\_\_\_\_  
(CONTRACTOR / SUPPLIER)

**WITNESSES**

\_\_\_\_\_  
(Purchaser's Witness No. 1)

\_\_\_\_\_  
(Contractor/Supplier's Witness No. 1)

\_\_\_\_\_  
(Purchaser's Witness No. 2)

\_\_\_\_\_  
(Contractor/Supplier's Witness No. 2)



## CHECK LIST

LORING & 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	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	✓	







# Memon & Memon Enterprises

GOVERNMENT CONTRACTOR

119

Ref MEM : \_\_\_\_\_

Date: 24/5/11

To,

The Executive Engineer,  
SMI – University Karachi.

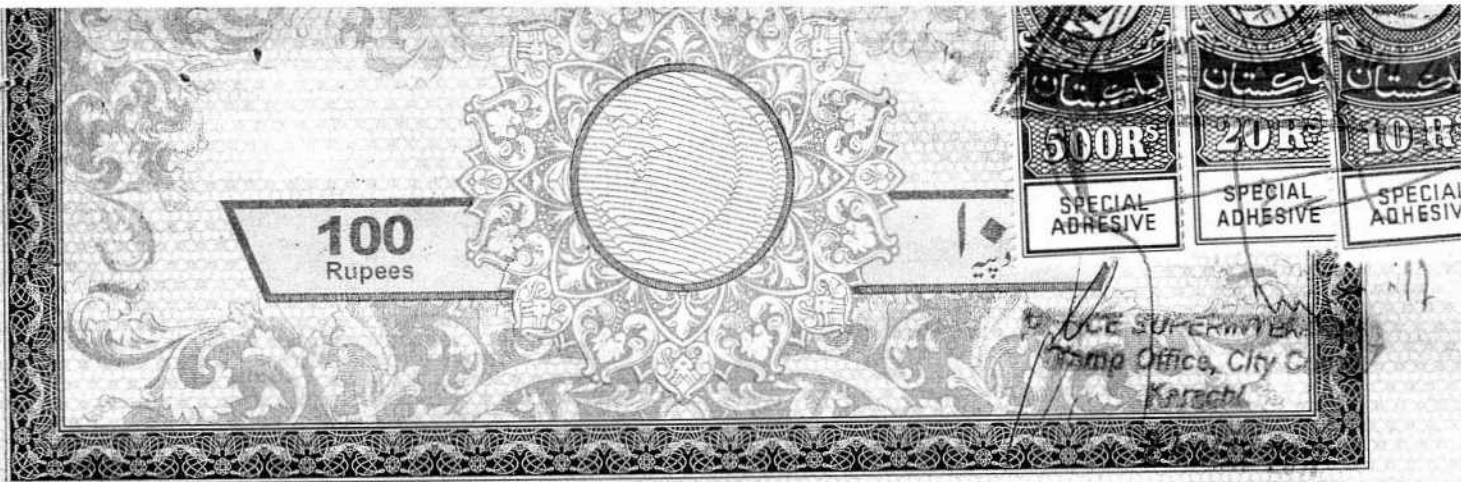
SUBJECT: ACCEPTANCE LETTER AGAINST NOTIFICATION FOR AWARD OF CONTRACT FOR THE WORK OF REPAIR AND MAINTENANCE OF EXSITING WASHROOMS OF SHIA MASJID INCLUDING DIVERSION OF SEWERAGE LINE AND OTHE WORKS AT SMI UNIVERSITY, KARACHI.

Reference: YOUR OFFICE LETTER NO.737.

With reference to your office letter No. mentioned above. It is to inform you that I Mr. Ghulam Hussain Memon. Proprietor M/s Memon & Memon Enterprises accept you notification for award of work and enclosed herewith adhesive stamp @ 0.35% of the total contact price Rs.530/- which come to Rupees Five Hundred & Thirty Only. Rs.1,49,603/- in words Rupees One Lac Forty Nine Thousand Six Hundred & Three Only.

Looking forward for further process





Ahhammad Adeel Alvi Stamp Vendor  
Licence No. 143 High Court Of Sindh

69120 Karachi  
Date: 24.05.2017  
Used To With Address.....  
Through With Address.....  
Purpose.....  
Value Rs.....  
Stamp Vendor Signature.....  
M. AMJAD CHOHAN  
ADVOCATE  
NO: 8079 HANU

24 MAY 2017

(RUPEES ONE HUNDRED ONLY)

### CONTRACT AGREEMENT

THIS AGREEMENT made this 24 day of 05 2017 by and between the Sindh Madressatul Islam University, Karachi (party of the first Part herein after called the "Procuring Agency") and M/s, Memon & Memon Enterprises 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 "REPAIR AND MAINTENANCE OF EXSITING WASHROOMS OF SHIA MASID INCLUDING DIVERSION OF SEWERAGE LINE AND OTHER WORKS AT SMI UNIVERSITY, KARACHI" within given time period in tender documents. Time period can be Extended due to any unforeseen reason. Total values of the Work orders sum Rs. 1,49,603/- (Rupees One lac forty nine thousand six hundred three only) (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSED AS FOLLOWS

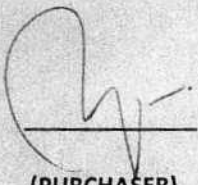
1. In this agreement words and expression shall have the same meaning as are Respectively assigned to them in the Contract herein after referred to as the "Contract"
2. The following document which for the purpose of identification have been signed by Contractor Mr. Ghulam Hussain Memon and by Executive Engineer SMI-University on behalf of the procuring agency. All of which shall be demand to form and be read and constructed as part of this Agreement viz.
  - (a) Article of Agreement / Contract Agreement.
  - (b) Instruction to bidders.
  - (c) Condition of Contract / Terms & Conditions as per SMIU work order  
NO. SMIU/PPDS-2017-742 dated 26-05-17  
Agreement with all annexure duly filled in,



3. In consideration of the payments to be made by the P.A(Procuring Agency) to the contractor the Contractor hereby covenants with the P.A to execute the work to the satisfaction of Authorities of SMIU, in conformity in all respects with the provisions of the Contract.

4. The Procuring Agency hereby covenants to pay the Contractor in consideration of the execute of work to the Contract Price in the manner prescribed by the Contract and SMIU Work Order NO. SMIU/PPDRS-2017-742 dated 26-05-17.

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



(PURCHASER)

**ALI GOHAR LARIK**  
Executive Engineer (Civil)  
Sindh Madressatul Islam  
University Karachi.



(CONTRACTOR / SUPPLIER)

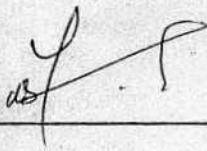
WITNESSES



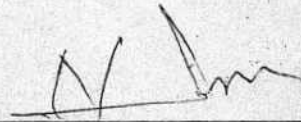
(Purchaser's Witness No. 1)



(Contractor/Supplier's Witness No. 1)



(Purchaser's Witness No. 2)



(Contractor/Supplier's Witness No. 2)

