

# 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 SERVICE/MAINTENANCE WORK OF 140 AIRCONDITIONER
- 4) TENDER NUMBER SMIU/DPD&S-TENDER-2018/05
- 5) BRIEF DESCRIPTION OF CONTRACT SERVICE/MAINTENANCE WORK OF 140 AIR CONDIONE
- 6) FORUM THAT APPROVED THE SCHEME SINDH MADRESSATUL ISLAM UNIVERSITY KARACHI
- 7) TENDER ESTIMATED VALUE Rs.224,000/-
- 8) ENGINEER'S ESTIMATE Rs.224,000/-  
(For civil works only)
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) 15 days
- 10) TENDER OPENED ON (DATE & TIME) 30th March 2018 at 3:00 PM
- 11) NUMBER OF TENDER DOCUMENTS SOLD One  
(Attach list of buyers)
- 12) NUMBER OF BIDS RECEIVED One
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS One
- 14) BID EVALUATION REPORT Attached  
(Enclose a copy)
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER M/s. Link Services
- 16) CONTRACT AWARD PRICE Rs.210,000/-
- 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. Link Services (Only Bidder)

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, Sr. No. 37270 Dated 13th March 2018.
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 checked="" type="checkbox"/>	No	<input 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**

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Reset



S E R V I C E S

Ref. \_\_\_\_\_

Date 09-05-2018

DEVELOPMENT, OPERATION, MAINTENANCE  
TOTAL SOLUTION COMPANY

## ACCEPTANCE LETTER

To,  
The Executive Engineer,  
SMI University Karachi,

Subject: Notification for award of work for SERVICE/MAINTENANCE WORK OF 140 AIR  
CONDITIONOR ATSMIU, KARACHI.

Dear Sir,

With reference to your letter ref: SMIU/DPD&S-TENDER/2018/05 dated 13<sup>TH</sup> MARCH 2018  
regarding subject matter. It is to inform you that we accept your notification for award of contract  
and enclosed here with contract agreement with adhesive stamp @ 0.35% of total contract price  
**RS.735**, and pay order of 5% of bid value amounting to **Rs.10,500.00** vide pay order  
No. \_\_\_\_\_ dated \_\_\_\_\_ on account of performance security.

Looking forward to further process.

## Link Services

Office # 111, First Floor Al Fizza Glass Tower, Plot # D8,  
Gulshan-e-Iqbal, Block-10 a, Near Honda Drive in,  
Main Rashid Minhas Road, Karachi.

### Trading Office

Office # 111 First Floor,  
Al-Fizza Glass Tower,  
Plot # D8, Gulshan-e-Iqbal  
Block 10A, Near Honda Drive in,  
Main Rashid Minhas Road, Karachi.  
021-34834440

linkservices111@gmail.com

### Deals in:

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E Class Room Solution  
Complete Networking Solutions  
Complete Optical Fiber Solution  
Air Condition Solution  
Computer, Printers & Accessories  
Multi Media Projectors  
UPS (Dexton Power ITALY)  
& General Order Supplier:



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

## SINDH MADRESSATUL ISLAM UNIVERSITY

NO. SMIU/DPD&S-2018- 1028

Dated: 17/05/2018

To;

**M/s. Link Services**

Office # 111, First Floor Al Fizza Glass Tower,  
Plot # D8, Gulshan-e-Iqbal, Block -10 a,  
Karachi.  
Ph:021-334834440

### WORK ORDER

**SUB: SERVICE/MAINTENANCE WORK OF 140 AIR CONDITIONERS AT SMIU.**

With reference to your Financial Bid against the sealed tenders opened on 30<sup>th</sup> March 2018 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 **“SERVICE/MAINTENANCE WORK OF 140 AIR CONDITIONERS AT SMIU.”** at a total amount of **Rs.210,000/- (Rupees Two Hundred and Ten Thousands 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. Performance Security (10%): Of which **5%** of the Contract amount is submitted in shape of pay order, remaining **5%** will be deducted from running bills and same will be returned on successful completion of defect liability period of 1 month.
  - v. If you fail to complete the work within the schedule given by Executive Engineer 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.

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- vi. The amount due against work done shall be paid by the **SMI University** to you within **30 days** after issuance of satisfactory certificate by the Executive Engineer, SMI University.
  - vii. Defect liability period will be **1 month**.
  - viii. All defects will be rectified by the contractor at his own risk and cost before and during maintenance period of **(1) month**.
  - ix. 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 **(15) 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.**

  
**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. Resident Auditor             | - for pre-audit when the bills are received from the contractor |
| 5. P.A to Vice Chancellor       | - for kind perusal of Vice Chancellor.                          |
| 6. Director (A & F) SPPRA Sindh | - for information.  |
| 7. Office Copy                  | - for office record   |

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**STANDARD FORM OF BIDDING  
DOCUMENT FOR PROCUEMNT OF WORK**

**TENDER-2017/18**

**TENDER DOCUMENTS FOR SERVICE/MAINTENANCE WORK OF  
140 AIR CONDITIONERS AT SMIU.**

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

~~AA/15~~



Issued to MIE Link Services

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- (V) STANDARD FORMS.....
- (VI) SPECIFICATIONS.....
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*Link Services*  
Office # 111, First Floor Al Fizza Glass Tower, Plot # D8,  
Gulshan-e-Iqbal, Block-10 a, Near Honda Drive in,  
Main Rashid Minhas Road, Karachi.



# 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-2018/

## 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-2017).

S.No	Name of Work	Bid Security	Tender Fee	Time for completion
1.	SERVICE/MAINTENANCE WORK OF 140 AIR CONDITIONERS AT SMIU.	2% of bid price	Rs.1000/-	30 Days

### Terms & conditions:

- Tender documents can be obtained against the written request on company letter head along with copies of active/valid SRB, SNTN, related experience of at least three years and CNIC of proprietor 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 14<sup>th</sup> March 2018 to 29<sup>th</sup> March 2018 and can be download from SPPRA website: [www.pprasingh.gov.pk](http://www.pprasingh.gov.pk) and SMI University website: [www.smiu.edu.pk](http://www.smiu.edu.pk)
- The filled Sealed Tenders will be received back on 30<sup>th</sup> March 2018 by 14:30 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 (2017).
- 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 (2017)*.
- 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)

*Link Services*

Office # 111, First Floor Al Fizza Glass Tower, Plot # D8,  
Gulshan-e-Iqbal, Block-10 a, Near Honda Drive in,  
Main Rashid Minhas Road, Karachi.

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## INSTRUCTIONS TO BIDDERS

(Note: *These Instructions to Bidders (IB) along with Bidding Data will not be part of Contract and will cease to have effect once the Contract is signed.*)

### A. GENERAL

#### IB.1 Scope of Bid & Source of Funds

##### 1.1 Scope of Bid

Bidders must quote for the complete scope of work. Any Bid covering partial scope of work will be rejected as non-responsive.

#### IB.2 Eligible Bidders

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

- (i) company profile; ✓
- (ii) works of similar nature and size for each performed in last 3/5 years; ✓
- (iii) financial statement of last 3 years;
- (vi) information regarding litigations and abandoned works if any.
- (v) Registration with SRB, NTN/SSTN (valid/active) ✓

*Link Services*  
Office # 111, First Floor Al Fizza Glass Tower Plot # D8,  
Gulshan-e-Iqbal, Block-10 a, Near Honda Drive in,  
Main Rashid Minhas Road, Karachi.

### **IB.3 Cost of Bidding**

- 3.1 The bidder shall bear all costs associated with the preparation and submission of its bid and the Procuring Agency will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process (SPP Rules 24 & 25).

## **B. BIDDING DOCUMENTS IB.4**

### **Contents of Bidding Documents**

- 4.1 In addition to Invitation for Bids, the Bidding Documents are those stated below, and should be read in conjunction with any Addendum issued in accordance with Sub-Clause IB.6.1.

1. Instructions to Bidders & Bidding Data
2. Form of Bid, Qualification Information & Schedules to Bid  
Schedules to Bid comprise the following:
  - (i) Schedule A: Schedule of Prices/ Bill of Quantities (BoQ).
  - (ii) Schedule B: Specific Works Data
  - (iii) Schedule C: Works to be Performed by Subcontractors
  - (iv) Schedule D: Proposed Programme of Works
  - (v) Schedule E: Method of Performing Works
  - (vi) Schedule F: Integrity Pact (works costing Rs 10 million and above)
3. Conditions of Contract & Contract Data
4. Standard Forms:
  - (i) Form of Performance Security;
  - (ii) Form of Contract Agreement;
5. Specifications
6. Drawings, if any

### **IB.5 Clarification of Bidding Documents**

- 5.1 A prospective bidder requiring any clarification(s) in respect of the Bidding Documents may notify the Engineer/Procuring Agency at the Engineer's/ Procuring Agency's address indicated in the Bidding Data.
- 5.2 An interested bidder, who has obtained bidding documents, may request for clarification

of contents of bidding documents in writing and procuring agency shall respond to such queries in writing within three calendar days, provided they are received at least five calendar days prior to the date of opening of bid (SPP Rule 23-1).

**IB.6 Amendment of Bidding Documents (SPP Rules 22(2) & 22).**

- 6.1 At any time prior to the deadline for submission of Bids, the Procuring Agency may, for any reason, whether at his own initiative or in response to a clarification requested by a interested bidder, modify the Bidding Documents by issuing addendum.
- 6.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub-Clause 6.1 hereof, and shall be communicated in writing to all purchasers of the Bidding Documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the Procuring Agency.
- 6.3 To afford interested bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Agency may at its discretion extend the deadline for submission of Bids.

**C. PREPARATION OF BIDS**

**IB.7 Language of Bid**

- 7.1 All documents relating to the Bid shall be in the language specified in the Contract Data.

**IB.8 Documents Comprising the Bid**

- 8.1 The Bid submitted by the bidder shall comprise the following:
  - (a) Offer /Covering Letter
  - (b) Form of Bid duly filled, signed and sealed, in accordance with IB.14.3.
  - (c) Schedules (A to F) to Bid duly filled and initialed, in accordance with the instructions contained therein & in accordance with IB.14.3.
  - (d) Bid Security furnished in accordance with IB.13.
  - (e) Power of Attorney in accordance with IB 14.5.

**IB.9 Sufficiency of Bid**

- 9.1 Each bidder shall satisfy himself before Bidding as to the correctness and sufficiency of his Bid and of the premium on the rates of CSR / rates and prices quoted/entered in the Schedule of Prices, which rates and prices shall except in so far as it is otherwise expressly provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper completion of the works.

- 9.2 The bidder is advised to obtain for himself at his own cost and responsibility all information that may be necessary for preparing the bid and entering into a Contract for execution of the Works.

**IB.10 Bid Prices, Currency of Bid and Payment**

- 10.1 The bidder shall fill up the Schedule of Prices (Schedule A to Bid) indicating the percentage above or below the Composite Schedule of Rates/unit rates and prices of the Works to be performed under the Contract. Prices in the Schedule of Prices/Bill of Quantities shall be quoted entirely in Pak Rupees keeping in view the instructions contained in the Preamble to Schedule of Prices.
- 10.2 Unless otherwise stipulated in the Conditions of Contract, prices quoted by the bidder shall remain fixed during the bidder's performance of the Contract and not subject to variation on any account.
- 10.3 The unit rates and prices in the Schedule of Prices or percentage above or below on the composite schedule of rates shall be quoted by the bidder in the currency as stipulated in Bidding Data.
- 10.4 Items for which no rate or price is entered by the Bidder will not be paid for by the Procuring Agency when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.

**IB.11 Documents Establishing Bidder's Eligibility and Qualifications**

- 11.1 Pursuant to Clause IB.8, the bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.
- 11.2 Bidder must possess and provide evidence of its capability and the experience as stipulated in Bidding Data and the Qualification Criteria mentioned in the Bidding Documents.

**IB.12 Documents Establishing Works' Conformity to Bidding Documents**

- 12.1 The documentary evidence of the Works' conformity to the Bidding Documents may be in the form of literature, drawings and data and the bidder shall furnish documentation as set out in Bidding Data.
- 12.2 The bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers, if any, designated by the Procuring Agency in the Technical Provisions are intended to be descriptive only and not restrictive.

### **IB.13 Bid Security**

- 13.1 Each bidder shall furnish, as part of his bid, at the option of the bidder, a Bid Security as percentage of bid price/estimated cost or in the amount stipulated in Bidding Data in Pak. Rupees in the form of *Deposit at Call/ Payee's Order or a Bank Guarantee* issued by a Scheduled Bank in Pakistan in favour of the Procuring Agency valid for a period up to twenty eight (28) days beyond the bid validity date (*Bid security should not be below 1% and not exceeding 5% of bid price/estimated cost SPP Rule 37*).
- 13.2 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Procuring Agency as non-responsive.
- 13.3 The bid securities of unsuccessful bidders will be returned upon award of contract to the unsuccessful bidder or on the expiry of validity of Bid Security whichever is earlier.
- 13.4 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security, and signed the Contract Agreement (SPP Rule 37).
- 13.5 The Bid Security may be forfeited:
- (a) if a bidder withdraws his bid during the period of bid validity; or
  - (b) if a bidder does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) hereof; or
  - (c) in the case of a successful bidder, if he fails within the specified time limit to:
    - (i) furnish the required Performance Security or
    - (ii) sign the Contract Agreement.

### **IB.14 Validity of Bids, Format, Signing and Submission of Bid**

- 14.1 Bids shall remain valid for the period stipulated in the Bidding Data after the date of bid opening.
- 14.2 In exceptional circumstances, Procuring Agency may request the bidders to extend the period of validity for a additional period but not exceeding 1/3 of the original period. The request and the bidders' responses shall be made in writing or by cable. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with IB.13 in all respects (SPP Rule 38).
- 14.3 All Schedules to Bid are to be properly completed and signed.
- 14.4 No alteration is to be made in the Form of Bid except in filling up the blanks as directed. If any alteration be made or if these instructions be not fully complied with, the bid may be rejected.

- 14.5 Each bidder shall prepare Original and number of copies specified in the Bidding Data of the documents comprising the bid as described in IB.8 and clearly mark them -ORIGINAL and -COPY1 as appropriate. In the event of discrepancy between them, the original shall prevail.
- 14.6 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign (in the case of copies, Photostats are also acceptable). This shall be indicated by submitting a written Power of Attorney authorizing the signatory of the bidder to act for and on behalf of the bidder. All pages of the bid shall be initialed and official seal be affixed by the person or persons signing the bid.
- 14.7 The Bid shall be delivered in person or sent by registered mail at the address to Procuring Agency as given in Bidding Data.

#### **D. SUBMISSION OF BID**

##### **IB.15 Deadline for Submission, Modification & Withdrawal of Bids**

- 15.1 Bids must be received by the Procuring Agency at the address/provided in Bidding Data not later than the time and date stipulated therein.
- 15.2 The inner and outer envelopes shall
- (a) be addressed to the Procuring Agency at the address provided in the Bidding Data;
  - (b) bear the name and identification number of the Contract as defined in the Bidding and Contract Data; and
  - (c) provide a warning not to open before the specified time and date for Bid opening as defined in the Bidding Data.
  - (d) in addition to the identification required in 15.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late.
  - (e) If the outer envelope is not sealed and marked as above, the Procuring Agency will assume no responsibility for the misplacement or premature opening of the Bid.
- 15.3 Bids submitted through telegraph, telex, fax or e-mail shall not be considered.
- 15.4 Any bid received by the Procuring Agency after the deadline for submission prescribed in Bidding Data will be returned unopened to such bidder.
- 15.5 Any bidder may modify or withdraw his bid after bid submission provided that the modification or written notice of withdrawal is received by the Procuring Agency prior to the deadline for submission of bids.
- 15.6 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security pursuant to IB.13.5 (a).



## E. BID OPENING AND EVALUATION

### IB.16 Bid Opening, Clarification and Evaluation (SPP Rules 41, 42 & 43)

- 16.1 The Procuring Agency will open the bids, in the presence of bidders' representatives who choose to attend, at the time, date and in the place specified in the Bidding Data.
- 16.2 The bidder's name, Bid Prices, any discount, the presence or absence of Bid Security, and such other details as the Procuring Agency at its discretion may consider appropriate, will be announced by the Procuring Agency at the bid opening. The Procuring Agency will record the minutes of the bid opening. Representatives of the bidders who choose to attend shall sign the attendance sheet.

Any Bid Price or discount which is not read out and recorded at bid opening will not be taken into account in the evaluation of bid.

- 16.3 To assist in the examination, evaluation and comparison of Bids the Engineer/Procuring Agency may, at its discretion, ask the bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted (SPP Rule 43).

- 16.4 (a) Prior to the detailed evaluation, pursuant to IB.16.7 to 16.9, the Engineer/Procuring Agency will determine the substantial responsiveness of each bid to the Bidding Documents. For purpose of these instructions, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations. It will include determining the requirements listed in Bidding Data.

- (b) Arithmetical errors will be rectified on the following basis:

If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the words and figures the amount in words shall prevail. If there is a discrepancy between the Total Bid price entered in Form of Bid and the total shown in Schedule of Prices-Summary, the amount stated in the Form of Bid will be corrected by the Procuring Agency in accordance with the Corrected Schedule of Prices.

If the bidder does not accept the corrected amount of Bid, his Bid will be rejected and his Bid Security forfeited.

- 16.5 A Bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the bidder by correction of the non-conformity.
- 16.6 Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation (**major deviation**) may be waived by Procuring Agency,

provided such waiver does not prejudice or affect the relative ranking of any other bidders.

**(A). Major (material) Deviations include:-**

- (i) has been not properly signed;
- (ii) is not accompanied by the bid security of required amount and manner;
- (iii) stipulating price adjustment when fixed price bids were called for;
- (iv) failing to respond to specifications;
- (v) failing to comply with Mile-stones/Critical dates provided in Bidding Documents;
- (vi) sub-contracting contrary to the Conditions of Contract specified in Bidding Documents;
- (vii) refusing to bear important responsibilities and liabilities allocated in the Bidding Documents, such as performance guarantees and insurance coverage;
- (viii) taking exception to critical provisions such as applicable law, taxes and duties and dispute resolution procedures;
- (ix) a material deviation or reservation is one :
  - (a) which affect in any substantial way the scope, quality or performance of the works;
  - (b) adoption/rectification whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

**(B) Minor Deviations**

Bids that offer deviations acceptable to the Procuring Agency and which can be assigned a monetary value may be considered substantially responsive at least as to the issue of fairness. This value would however be added as an adjustment for evaluation purposes only during the detailed evaluation process.

- 16.7 The Engineer/Procuring Agency will evaluate and compare only the bids previously determined to be substantially responsive pursuant to IB.16.4 to 16.6 as per requirements given hereunder. Bids will be evaluated for complete scope of works. The prices will be compared on the basis of the Evaluated Bid Price pursuant to IB.16.8 herein below.

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

16.8 Evaluated Bid Price

In evaluating the bids, the Engineer/Procuring Agency will determine for each bid in addition to the Bid Price, the following factors (adjustments) in the manner and to the extent indicated below to determine the Evaluated Bid Price:

- (i) making any correction for arithmetic errors pursuant to IB.16.4 hereof.

- (ii) discount, if any, offered by the bidders as also read out and recorded at the time of bid opening.
- (iii) excluding **provisional sums** and the provisions for **contingencies** in the Bill of Quantities **if any**, but including **Day work**, where priced competitively.

#### **IB.17 Process to be Confidential**

- 17.1 Subject to IB.16.3 heretofore, no bidder shall contact Engineer/Procuring Agency on any matter relating to its Bid from the time of the Bid opening to the time the bid evaluation result is announced by the Procuring Agency. The evaluation result shall be announced at least seven (07) days prior to award of Contract (SPP Rule 45). The announcement to all bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated.
- 17.2 Any effort by a bidder to influence Engineer/Procuring Agency in the Bid evaluation, Bid comparison or Contract Award decisions may result in the rejection of his Bid. Whereas any bidder feeling aggrieved, may lodge a written complaint to Complaint Redressal Committee as per terms and conditions mentioned in SPP Rules 31 & 32. However, mere fact of lodging a complaint shall not warrant suspension of procurement process.
- 17.3 Bidders may be excluded if involved in "**Corrupt and Fraudulent Practices**" means either one or any combination of the practices given below SPP Rule2(q);
- (i) ~~Coercive Practice~~ means any impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;
  - (ii) ~~Collusive Practice~~ means any arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;
  - (iii) "**Corrupt Practice**" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
  - (iv) ~~Fraudulent Practice~~ means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
  - (v) "**Obstructive Practice**" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights provided for under the Rules.

## F. AWARD OF CONTRACT

### IB.18. Post Qualification

- 18.1 The Procuring Agency, at any stage of the bid evaluation, having credible reasons for or *prima facie* evidence of any defect in contractor's capacities, may require the contractors to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not:

Provided, that such qualification shall only be laid down after recording reasons therefore in writing. They shall form part of the records of that bid evaluation report.

- 18.2 The determination will take into account the bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidders' qualifications submitted under B.11, as well as such other information required in the Bidding Documents.

### IB.19 Award Criteria & Procuring Agency's Right

- 19.1 Subject to IB.19.2, the Procuring Agency will award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such bidder has been determined to be qualified to satisfactory perform the Contract in accordance with the provisions of the IB.18.

- 19.2 Notwithstanding IB.19.1, the Procuring Agency reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the Procuring Agency's action except that the grounds for its rejection of all bids shall upon request be communicated, to any bidder who submitted a bid, without justification of the grounds. Notice of the rejection of all the bids shall be given promptly to all the bidders (SPP Rule 25).

### IB.20 Notification of Award & Signing of Contract Agreement

- 20.1 Prior to expiration of the period of bid validity prescribed by the Procuring Agency, the Procuring Agency will notify the successful bidder in writing (~~Letter of Acceptance~~) that his bid has been accepted (SPP Rule 49).
- 20.3 The formal Agreement between the Procuring Agency and the successful bidder duly stamped at rate of 0.35% of bid price(updated from time to time) stated in Letter of Acceptance shall be executed within seven (07) days of the receipt of Form of Contract Agreement by the successful bidder from the Procuring Agency.

## **IB.21 Performance Security**

- 21.1 Within seven (07) days from the date of Notification for award of contract the bidder should submit performance security @ 5% of bid price in shape of pay order, call deposit or bank guarantee from any scheduled bank in Pakistan and remaining 5 % shall be deducted from bills (SPP 39)
- 21.2 Failure of the successful bidder to comply with the requirements of Sub-Clauses IB.20.2 & 20.3 or 21.1 or Clause IB.22 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.
- 21.3 Publication of Award of Contract: within seven days of the award of contract, the procuring shall publish on the website of the authority and on its own website, if such a website exists, the results of the bidding process, identifying the bid through procurement identifying Number if any and the following information:
- (1) Evaluation Report;
  - (2) Form of Contract and letter of Award;
  - (3) Bill of Quantities or Schedule of Requirements. (SPP Rule 50)

SCHEDULE - A TO BID

BILL OF QUANTITY

Service/Maintenance Work of 140 Air Conditioners at SMIU.

Maintenance Work					
S.No.	Description	Quantity	Unit	Rate	Amount
1	Service/Maintenance Work of 140 Split Air Conditioners as per satisfaction of Engineer	140	No.	1500	210,000/-

h  
NEW

Summary

A) Service/Maintenance Work of 140 Air Conditioners at SMIU.

GRAND TOTAL 210,000/-

VEN  
Rs. 210,000/-

Signature of contractor & seal

Convener Tender Committee

**Link Services**

Office # 111, First Floor Al Fizza Glass Tower, Plot # D6  
Gulshan-e-Iqbal, Block-10 a, Near Honda Drive in,  
Main Rashid Minhas Road, Karachi.

RACQUET  
KARACHI

## BIDDING DATA

(This section should be filled in by the Engineer/Procuring Agency before issuance of the Bidding Documents. The following specific data for the works to be tendered shall complement, amend, or supplement the provisions in the Instructions to Bidders. Wherever there is a conflict, the provisions herein shall prevail over those in the Instructions to Bidders.)

### Instructions to Bidders

#### Clause Reference

#### 1.1 Name of Procuring Agency

Sindh Madressatul Islam University

*(Insert name of the Procuring Agency)*

#### Brief Description of Works

SERVICE/MAINTAINCE WORK OF 140 AIR CONDITIONERS AT SMIU.

#### 5.1 (a) Procuring Agency's address:

(Aiwan e Tijarat Road , Karachi-74000, Pakistan Phone 021-99217501-3, Fax. 021-99211274

*(Insert address of the Procuring Agency with telex/fax)*

#### (b) Engineer's address:

Directorate of planning & Development SMIU, Karachi

*(Insert name and address of the Engineer, if any, with telex/fax.)*

10.3 Bid shall be quoted entirely in Pak. Rupees. The payment shall be made in Pak. Rupees.

11.2 The bidder has the financial, technical and constructional capability necessary to perform the Contract as follows: *(Valid/Active Registration with SRB, NTN/SSTN)*

i. Financial capacity: *(must have turnover of Rs 2.0 Million);*

ii. Technical capacity: *(atleast 3 years' experience of same type of work along with documentary evidence);*

- 12.1 (a) A detailed description of the Works, essential technical and performance characteristics.
- (b) Complete set of technical information, description data, literature and drawings as required in accordance with Schedule B to Bid, Specific Works Data. This will include but not be limited to a sufficient number of drawings, photographs, catalogues, illustrations and such other information as is necessary to illustrate clearly the significant characteristics such as general construction dimensions and other relevant information about the works to be performed.

13.1 **Amount of Bid Security**

2% of the bid value in shape of pay order from any scheduled bank in favor Sindh Madressatul Islam University, Karachi

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*(Fill in lump sum amount or in % age of bid amount /estimated cost, but not below 1% and not exceeding 5%)*

14.1 **Period of Bid Validity**

90 Days from opening of financial bids

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*(Fill in "number of days" not exceeding 90)*

14.4 **Number of Copies of the Bid to be submitted:**

One original

14.6 (a) **Procuring Agency's Address for the Purpose of Bid Submission**

Directorate of Planning & Development, SMIU, Karachi

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*(insert postal address or location of bid box for delivery by hand)*

15.1 **Deadline for Submission of Bids**

Time: 2:30 PM on 30<sup>th</sup> March 2018.

16.1 **Venue, Time, and Date of Bid Opening**

Venue: Office of Convener Procurement Committee, SMIU, Karachi

Time: 3:00PM

Date: 30<sup>th</sup> March 2018

16.4 **Responsiveness of Bids**

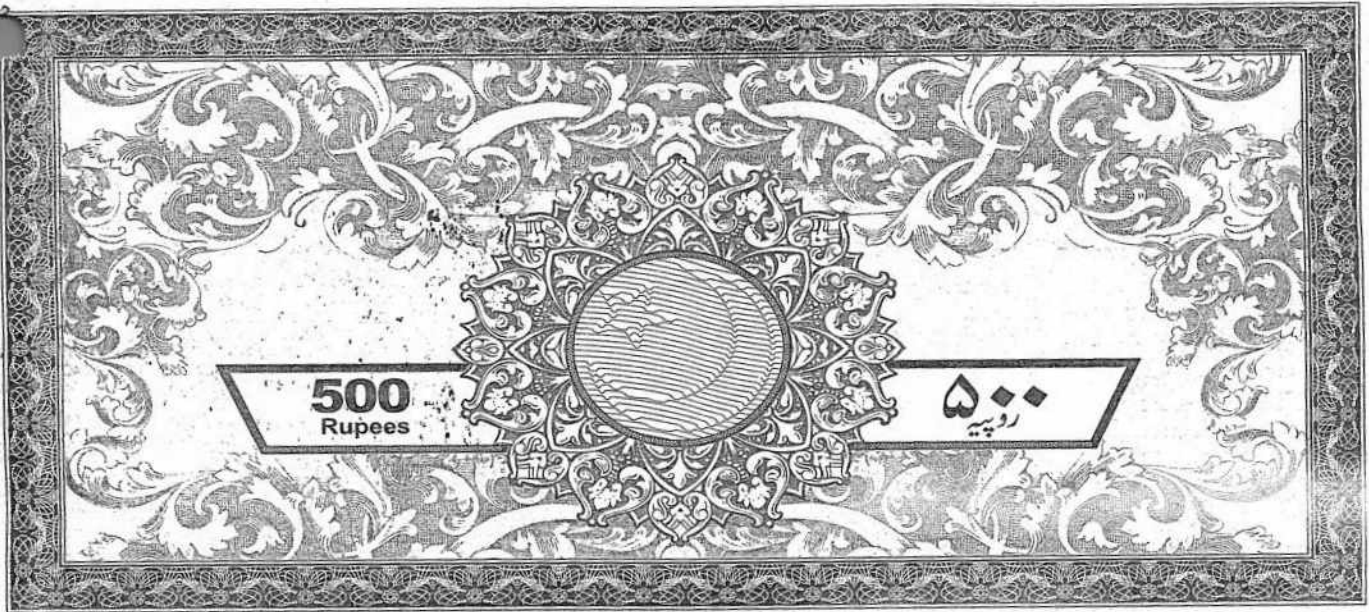
- (i) Bid is valid till required period,



- \* (ii) Bid prices are firm during currency of contract/Price adjustment;
- (iii) Completion period offered is within specified limits,
- (iv) Bidder is eligible to Bid and possesses the requisite experience, capability and qualification.
- (v) Bid does not deviate from basic technical requirements and
- (vi) Bids are generally in order, etc.

\*Procuring agency can adopt either of two options. (*Select either of them*)

- (a) **Fixed Price contract:** In these contracts no escalation will be provided during currency of the contract and normally period of completion of these works is up to 12 months.
- (b) **Price adjustment contract:** In these contracts escalation will be paid only on those items and in the manner as notified by Finance Department, Government of Sindh, after bid opening during currency of the contract

**MUDASIR ALI STAMP VENDOR**Shop No. 69, Sikandar Goth Sch. 33, Karachi,  
Lic. No. 139

S. No.

58553

RUPEES FIVE HUNDRED ONLY

DATE: 08 MAY 2018

---NADIR ALI MAGSI

Advocate

ISSUED TO WITH ADDRESS .....  
THROUGH WITH ADDRESS .....  
PURPOSE NOT FOR USED DIVORCE DEED //A  
VALUE RS ..... (ATTESTED) .....  
STAMP VENDOR SIGNATURE .....**FORM OF CONTRACT AGREEMENT**

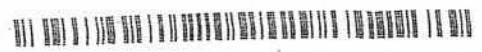
THIS CONTRACT AGREEMENT (hereinafter called the -Agreement) made on the 16 day of May 2018 between SMIU (hereinafter called the

Client of the one part and M/S. Link Services (hereinafter called the Contractor of the other part.

WHEREAS the Client is desirous that certain Works, viz **SERVICE/MAINTENANCE WORK OF 140 AIR CONDITIONERS AT SMIU, KARACHI** should be executed by the Contractor and has accepted a Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein. Total Value of work order is **Rs. 210,000/- (Rupees two hundred and ten thousand only)** (herein after 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 Conditions of Contract hereinafter referred to.
2. The following documents after incorporating addenda, if any except those parts relating to Instructions to Bidders, shall be deemed to form and be read and construed as part of this Agreement, viz:
  - (a) The Letter of Acceptance;
  - (b) The completed Form of Bid along with Schedules to Bid;
  - (c) Conditions of Contract & Contract Data;
  - (d) The priced Schedule of Prices/Bill of quantities (BOQ);
  - (e) The Specifications; and
  - (f) The Drawings
3. In consideration of the payments to be made by the Client to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Client to execute and complete the Works of **SERVICE/MAINTENANCE WORK OF 140 AIR CONDITIONERS AT SMIU, KARACHI** and remedy defects therein in conformity and in all respects within the provisions of the Contract.



STAMP OFFICE CITY COURT, KARACHI

OFFICE SUPERINTENDED

Stamp Office, City Court  
Karachi

Issued to Kamran Bukh Khan  
CNIC/LEG No. 6 16510  
Vide D.S.R. No. 10/1 Dt. 2-5-18  
On behalf of Challan No. 10/1 Dt. 2-5-18  
for the purpose of for  
Entry No. 6 Dt. 2-5-18

24 MAY 2018

4. The Client hereby covenants to pay the Contractor, in consideration of the execution and completion of the works of **SERVICE/MAINTENANCE WORK OF 140 AIR CONDITIONERS AT SMIU, KARACHI** as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

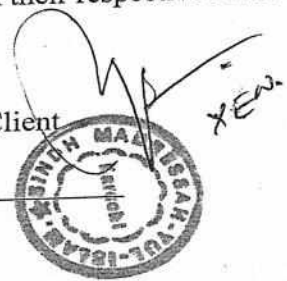
IN WITNESS WHEREOF the parties hereto have caused this Contract Agreement to be executed on the day, month and year first before written in accordance with their respective laws.

**Link Services**  
Office # 111, First Floor Al-Fiza Glass Tower, Plot # 66,  
Gulshan-e-Iqbal, Block-10, Near Nohas Drive in,  
Main Rashid Minhas Road, Karachi.

(Seal)

Signature of the Client

(Seal)



Signed, Sealed and Delivered in the presence of:

Client's Witness No. 1:

[Signature]  
AEN (Civil)  
(Name, Title and Address)

Client's Witness No. 2:

[Signature] Sub Engineer  
(Name, Title and Address)

Contractor's Witness No. 1:

Salman Younas (IT Supervisor)  
(Name, Title and Address)

Contractor's Witness No. 2:

Haseen Iqbal (IT Technician)  
(Name, Title and Address)