



UNIVERSITY OF SINDH

JAMSHORO SINDH, PAKISTAN



Executive Engineer

No.SU/EW/EE/640

Dated: 17-01-2017

Notice Inviting Tender

Sealed bids are invited from reputable and well experienced firms having Category C-06 (if applicable) registered with Pakistan Engineering Council, Income Tax and Sindh Revenue Board to carry out following works.

S. #	Name of Work	Estimated Cost (Rs. & Million)	Bid Security	Tender Fee	Time of Completion
1.	Rising of compound wall of Institute of Sindhology adjacent to Teacher's Club	748000.00 (0.748 M)	4% of estimated cost	1500.0	02 Months

Issuance date	Submission date	Opening date & time	Venue
From 23-01-2017 to 06-02-2017 on working days	07-02-2017 up to 02:00 p.m.	07-02-2017 at 03:00 pm.	Office of the Executive Engineer, S.U Engineering Wing on Vice-Chancellor Road, Jamshoro.

Terms & Conditions.

- (a) Under following conditions bid can be rejected:
 - (i) Conditional and telegraphic bids/tenders;
 - (ii) Bids not accompanied by bid security of 4% of the estimated amount.
 - (iii) Bids received after specified date and time.
 - (iv) Bid must be signed, named & stamped by the authorized person of the firm / companies along with authorized letter.
 - (iv) Black listed firms / companies.
- (b) **Bid validity Period: - (90) days.**
- (c) The Procurement Agency. (Sindh University Jamshoro) reserves the right to reject all or any bids subject to the relevant provisions of Sindh Public Procurement Rules 2010 amended upto date.
- (d) **Responsive Bidder is required to submit following documents with their bid:**
 - (i) List of similar assignments with cost (mention number of projects with their cost) under-taken over the past 03 years.
 - (ii) Details of equipment, machineries and transport owned by firm/contractor.
 - (iii) Financial Statement (summary) and income tax return for the last 03 years.
 - (iv) Affidavit that firm has never been black listed.
 - (v) Copy of CNIC
 - (vi) Proof of Registration of NTN.
 - (vii) Proof of Registration with SRB.

475
19-01-17

Executive Engineer
S. U. Engineering Wing, Jamshoro
022-9213214

Copy F.W.Cs to:

- The Secretary to Vice-Chancellor, University of Sindh, Jamshoro.
- The Pro Vice-Chancellor, S.U. Campus Thatta, Convener, Procurement Committee.
- The Director Finance, University of Sindh, Jamshoro.
- Engr. Majeed Ahmed Memon Executive Engineer & Technical Officer, Office of the Chief Engineer Works & Services Shahbaz Building (Member, Procurement Committee)
- The Director (A&F) SPPRA, Karachi along with one set of tender documents for publication.
- The Web Administrator, Sindh University Website for publication on Sindh University Website.

TENDER DOCUMENTS



Rising of backside compound wall of Teachers Club at Institute of Sindhology

Tender opening date : 07th February 2017
Tender Submission Time : 07th February 2017 till 02:00 P.M
Tender opening time : 07th February 2017 at 03:00 P.M
Process : SINGLE STAGE – ONE ENVELOPE

Office of the Executive Engineer,
SU Engineering Wing, Jamshoro.



UNIVERSITY OF SINDH
JAMSHORO SINDH, PAKISTAN

Subject: Rising of backside compound wall of Teachers Club at Institute of Sindhology

The tender contains _____ pages issued to

M/S _____ Contractor

on _____

Divisional Accountant

Instruction of Bidders / Procuring Agencies.

General Rules and Directions for 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 payment 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*.

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 documents 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 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 rate 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 condition, 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 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 bidders fulfilled all codal requirements of eligibilities criteria given in the tender notice such as registration with tax authorities and RS+ registration with PEC(where applicable), turnover statement, experience statement, and any other condition mentioned in the NIT and bidding documents. If the bidder does not fulfill any of these conditions, in 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 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 units 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 be govern and 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 be govern.

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 University of Sindh 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 University of Sindh shall not exceed 10 per cent of the contract price. University of Sindh 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) University of Sindh/Executive Engineer may terminate the contract if either of the following conditions exist: -
- (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/University of Sindh 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/University of Sindh, 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.

University of Sindh/Executive Engineer may invite fresh bids for remaining work.

Clause 4: Possession of the site and claims for compensation for delay. The Executive 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 University of Sindh 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 /University of Sindh 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) University of Sindh 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 University of Sindh 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 Executive Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of higher authority.
- (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 Executive 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 Executive 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 Executive 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 labour 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 Vice Chancellor, University of Sindh, 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, or 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 in-charge) 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.


Executive Engineer

ADDITIONAL TERMS & CONDITIONS

1. The contractor will have to fill tender form carefully by filling all the entries properly, incomplete tender form will not be accepted.
2. Signature of contractor must be stamped properly.
3. The Executive Engineer reserves the right to change any item specification during execution of the work which will be acceptable.
4. The contractor will have to follow the instruction of Assistant Engineer as well as of Executive Engineer at site.
5. The Contractor will have to do the work as per specification and in case of any complication he will have to follow the instructions of Executive Engineer.
6. The contractor will have to arrange site order book at site of work with technical person.
7. The contractor will have to accept the decision of Procurement Committee and in case of any cry he will submit it before Procurement Committee at the time of opening tender after that no claim of contractor will be entertained.
8. The contractor will have to prepare his running bill by his own staff on pad of company & submitted to Assistant Engineer. The payment of 15 days from the date of Receipt will be released.
9. The contractor will have to accept correction/changes in bills which will be made by Assistant Engineer/Executive Engineer.
10. The Contractor will have to arrange his own security system for his material at site.
11. Competent Authority reserve the right to reject any or all bids subject to relevant provision of SPP Rules 2010.
12. All the material of approved quality will be used. Sample of all the material, fixture will be got approved in advance.
13. Water will be provided by University and 2% water charges will be deducted, in case the University fails to provide the water, the contractor will have to arrange the water from his own sources for which no deduction will be made on account of water charges.
14. The contractor will strictly bound with the quantity and items of B.O.Q. and in case of excess no payment will be made till the contractor obtain orders of Executive Engineer in Written.
15. The contractor will have to complete work within contract cost and payment nothing will be paid beyond the contract cost till the order of Executive Engineer are obtained
16. The contractor will have to pay cost stamps duty 0.30% of contract cost.
17. The contractor will quote his own rates for Non Schedule items and no premium will be allowed on same items.
18. Agreement will be signed at the time of issuing Work Order.
19. If work is not completed in stipulated completion period upto 10% penalty will be deducted from bill.
20. All Taxes will be deducted from bill as per Govt. policy.

BIDDING DATA

a) Name of Procuring Agency	Executive Engineer, SU Engineering Wing, University of Sindh, Jamshoro
b) Brief Description of Works	Rising of backside compound wall of Teachers Club at Institute of Sindhology
c) Procuring Agency's address	Allama I.I. Kazi Campus, University of Sindh, Jamshoro-76080.
d) Estimated Cost	Rs.748000.00
e) Amount of Bid Security (Fill in lump sum amount or in % age of bid amount /estimated cost, but not exceeding 5%)	4% (Rs.29920.00)
f) Period of Bid Validity (days) (Not more than sixty days)	90 days
g) Security Deposit (including bid security) (in % age of bid amount /estimated cost equal to 12%)	12% (Rs.89760.00, 4% at the time of Submission of tender and 8% deductible from the running & final bills)
h) Percentage, if any, to be deducted from bills	8% (Rs.59840.00)
i) Deadline for Submission of Bids along with time	Upto 07-02-2017 02:00 p.m.
j) Venue, Time, and Date of Bid Opening	Office of the Executive Engineer, 07-02-2017 at 03:00 p.m
k) Time for Completion from written order of commence	02 months
l) Liquidity damages (0.05 of Estimated Cost or Bid cost per day of delay, but total not exceeding 10%).	10 % of Estimated Cost (Rs.74800.00)
m) Deposit Receipt No: Date: Amount (in words and figures)	
n) Stamp Duty	0.35% or notified by the Govt. of Sindh, will be paid by successful bidder

P. Y. M. M. M.



UNIVERSITY OF SINDH

JAMSHORO SINDH, PAKISTAN



Subject: Rising of backside compound wall of Teachers Club at Institute of Sindhology

GENERAL ABSTRACT

1. Cost of Schedule Items	Rs. _____
Add / Less _____ % above / below	Rs. _____
Cost of (Non Schedule Items)	Rs. _____
G.Total	Rs. _____

CONTRACTOR

To,

Executive Engineer
S.U. Engineering Wing
Jamshoro

Gentlemen

1. We (Name and Address of the Tenderer), having read, understood and accepted the Tender Documents, including the Addendum(s), if any, offer to supply, install configure test, train and support the Goods and the Service, in conformity with the said Tender Documents, to (Name and Address of the Purchaser), for Total Tender Price of PKR (in figures _____) in _____ works in accordance with the Price Schedule and the timeline, attached hereto and made part of the Tender.
2. We undertake that the Tender shall have a minimum validity period of ninety days from the last date for submission of the Tender and may be accepted at any time before the expiration of that period.
3. We undertake to provide the Performance Security to give satisfactory assurance of our ability and intention, for due performance I execution of the Contact in accordance with the terms and condition of the Contract, in case of acceptance of the Tender.
4. We undertake that we are / shall be represented by an agent in that country equipped and able to carry out the maintenance, repair and spare parts stocking obligations prescribed in the Terms and Conditions of the Contract and / or the Technical Specifications, in case of acceptance of the Tender and not doing business within the Purchaser's country.
5. We undertake to the bound by the Tender and the Acceptance Letter, which shall constitute a contact, until execution of the formal Contract.

Date this _____ day of 2017.

TENDERER

Signature _____

CNIC No. _____

Name _____

Designation _____

Address _____

Note: This letter should be on the letterhead of the Tenderer.

AFFIDAVIT

1. We, (Name and Address of the Tenderer), do hereby declare on solemn affirmation that:
2. We have not been black listed from any Government Department / Agency.
3. We have not been involved in litigation with any client during the last 3 years.
4. We acknowledge that we have read, understood and accepted the Tender Documents.
5. We understand the Purchaser shall have the right, at his exclusive discretion, to require, in writing, further information or clarification of the Tender, from any or all the Tenderer(s).
6. We understand that the Purchaser shall have the right, at his exclusive discretion, to increase / decrease the quantity of any or all item(s), accept / reject any or all tenders(s), cancel / annual the Tendering process at any time prior to award of Contract, without assigning any reason or any reason or any obligation to inform the Tenderer of the ground for the Purchaser's action, and without thereby incurring any liability to the Tenderer and the decision of the Purchase shall be final.

Date this _____ day of 2017.

TENDERER

Signature _____

CNIC No. _____

Name _____

Designation _____

Address _____

WITNESSES

Signature _____

Signature _____

CNIC No. _____

CNIC No. _____

Name _____

Name _____

Designation _____

Designation _____

Address _____

Address _____

TENDER SECURITY FORM

WHEREAS (Name and Address of the Tenderer) (hereinafter called "the Tenderer") has submitted Tender against Tender No. ____ (Hereinafter called "the Tender") to the (Name Total Tender Price of PKR (in figures _____) (in words _____)).

AND WHEREAS (Name of the Bank) having registered office at (Address of the Bank) (hereinafter called "the Guarantor") has agreed to give the Tenderer a Guarantee:

THEREFORE the Guarantor hereby affirms to bind himself, his successors and his assigns to the Purchaser, for the sum of PKR (in figures _____) (in words _____) and

undertakes to pay the Purchaser, upon receipt of his written demand(s), any sum(s) as specified by him not exceeding the above limit in aggregate, without cavil / argument and without the Purchaser having to substantiate / prove or to show grounds / reasons for such claim(s) on the occurrence of any / all of the following conditions:

1. If the Tenderer withdraws the Tender during the period of the Tender validity specified by the Tenderer on the Tender Form: or
2. If the Tenderer does not accept the corrections of his Total Price: or
3. If the Tenderer, having been notified of the acceptance of the Tender by the Purchaser during the period of the Tender validity, fails or refuses to furnish the Performance Security, in accordance with the Tender Documents.

Provided that Purchaser shall specify the occurred condition(s) owing to which the said sum is due to him.

Provided further that any demand(s) / claim(s) from the Purchaser shall reach the Guarantor within thirty working days after the expiry of the Guarantee.

This guarantee shall remain valid upto _____ or until furnishing of the Performance Security, whichever is later.

Date this _____ day of 2017.

GUARANTOR

Signature _____

CNIC No. _____

Name _____

Designation _____

Address _____

PERFORMANCE SECURITY

WHEREAS (Name and Address of the Contractor) (hereinafter called "the Contractor") has agreed to supply the Goods and render the Service against Tender No. _____ (Hereinafter called "the Contract") for the Contractor Value of PKR (in figures _____) (in words _____).AND

WHEREAS it has been stipulated in the Tender Documents that the successful Tenderer shall furnish Performance Security, within three working days of the receipt of the Acceptance Letter from the Purchase, in the form of Band Guarantee, issued by a scheduled bank operating in Pakistan, as per the format provided in the Tender Documents or in other form acceptable to the Purchase, for a sum equivalent to 10% of the contract value, valid from the date of issue until all obligations have been fulfilled in accordance with the Contract:

AND WHEREAS [Name of the Bank] having registered office at (Address of the Bank) (hereinafter called "the Guarantor") has agreed to give the Contractor a Guarantee:

THEREFORE the Guarantor hereby affirms to bind himself, his successors and his assigns to the Purchaser, for the sum of PKR (in figures _____) (in words _____) and undertakes to pay the Purchaser, upon receipt of his written demand(s), any sum(s) as specified by him not exceeding the above limit in aggregate, without cavil / argument and without the Purchaser having to substantiate / prove or to show grounds / reasons for such claim(s) on the occurrence of any / all of the following conditions:

1. If the Contractor commits a default under the Contract:
2. If the Contractor fails to fulfill any of the obligations under the Contract:
3. If the Contractor, violates any of provisions of the Contract:

Provided that Purchaser shall specify the occurred condition(s) owing to which the said sum is due to him.

Provided further that any demand(s) / claim(s) from the Purchaser shall reach the Guarantor within thirty working days after the expiry of the Guarantee.

This guarantee shall remain valid upto _____ or until all obligations have been fulfilled in accordance with the Contract, whichever is later.

Date this _____ day of 2017.

GUARANTOR

Signature _____

CNIC No. _____

Name _____

Designation _____

Address _____