



**OFFICE OF THE PRINCIPAL / PROJECT DIRECTOR  
SHAHEED MOHTARMA BENAZIR BHUTTO MEDICAL COLLEGE  
LYARI KARACHI**

No.F/SMBBMCL/(Tender) /2016-17/ 599/600

Dated: 13.4.2019

To,

**The Director Information (Adv),  
Information Department,  
Government of Sindh,  
Karachi.**

**SUBJECT: TENDER NOTICE.**


Please find enclosed herewith 05 copies of '**Tender Notice**' regarding **Repair & Maintenance/ Renovation Work at existing Collage Building**, Shaheed Mohtarma Benazir Bhutto Medical College Lyari Karachi to be published in leading newspapers of **English, Urdu and Sindhi (Dawn, Express & Khawish)** as early as possible.

**Enl: (Advertisement copy)**

(PROF. ANJUM REHMAN)  
**PRINCIPAL / PROJECT DIRECTOR  
SHAHEED MOHTARMA BENAZIR BHUTTO  
MEDICAL COLLEGE LYARI, KARACHI**

**A copy is forwarded for information to:-**

1. The Secretary, Health Department Government of Sindh Karachi.
2. The Secretary, Information Technology Department, Government of Sindh.
- ✓ 3. The Managing Director, Sindh Public Procurement Regulatory Authority, Karachi.  
with request to hoist the NIT on authority website.

  
**PRINCIPAL / PROJECT DIRECTOR  
SHAHEED MOHTARMA BENAZIR BHUTTO  
MEDICAL COLLEGE LYARI, KARACHI**



OFFICE OF THE PRINCIPAL / PROJECT DIRECTOR  
SHAHEED MOHTARMA BENAZIR BHUTTO MEDICAL  
COLLEGE LYARI KARACHI

No.F/SMBBMCL/(Tender) /2016-17/599/600

Dated:13-04-2017

**TENDER NOTICE**

In accordance with SPPRA rules 2010(Amended 2013), the Principal/Project Director Shaheed Mohtarma Benazir Bhutto Medical Collage Lyari, Karachi invites sealed tender from contractors who are registered in Income Tax and Sindh Revenue Board for the following works.

Sr/ No.	Name of Work	Time Allowed for Completion	Cost of Tender Document
01	<b>Repair ,Maintenance/Renovation work at existing collage Building (As per schedule of work)</b>	One Month	Rs.2000/-

**TERMS AND CONDITIONS OF THE TENDER:**

The intending participants can submit their bid under **SINGLE STAGE-TWO ENVELOPE** procedure adopted for tender process. Bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately sealed financial proposal and technical proposal. Envelopes shall be marked as **“FINANCIAL PROPOSAL”** and **“TECHNICAL PROPOSAL”** in bold and legible letters to avoid confusion and reject of bid.

1. Interested contractors may obtain the tender form alongwith the specification of work from office of Principal/Project Director Shaheed Mohtarma Benazir Bhutto Medical Collage Lyari, Karachi by submitting an application on their letterhead and tender fee in form of Pay order/Demand Draft alongwith copies of NTN and Sindh Revenue Board.
2. The last date of receipt and submission of tender form is 29 April 2017 upto 11 am which will be opened on 2<sup>nd</sup> May 2017 at 2.00 pm. The conditional tenders will not be entertained.
3. The procuring agency may accept/reject the tender subject to the relevant provision of SPPRA Rules.2010
4. Only bid offered on the prescribed tender form issued by the office of Principal/Project Director Shaheed Mohtarma Benazir Bhutto Medical Collage Lyari, Karachi shall be accepted. However additional sheet may be attached if required.
5. Only contractors registered with Income Tax and Sindh Revenue Board are eligible to participate in the tender.
6. Bidder are required to quote the charges in local currency (Pak Rupees)

- Sd -

**PRINCIPAL / PROJECT DIRECTOR**  
SHAHEED MOHTARMA BENAZIR BHUTTO  
MEDICAL COLLEGE LYARI, KARACHI



**OFFICE OF THE PRINCIPAL / PROJECT DIRECTOR  
SHAHEED MOHTARMA BENAZIR BHUTTO MEDICAL COLLEGE  
LYARI KARACHI**

No.SMBBMCL(Procurement Committee)/2016-17/ 2259

Dated: 26<sup>th</sup> August, 2016


**OFFICE ORDER**

Ref:- No.SO(PM&I)2-1/2016-17/m-10(SMBBMCL), dated 08<sup>th</sup> August, 2016 from the Health Department, Govt. of Sindh, Karachi.

The following Members of Complaint Redressal Committee has been nominated by the competent authority for the **Purchase of Regular Budget including (Physical Assets) and ADP Scheme No.456** namely "Establishment of Shaheed Mohtarma Benazir Bhutto Medical College Lyari, Karachi" for the year 2016-2017.

Members as follows:-

- |    |   |                 |
|----|---|-----------------|
| 1. | Dr. Anjum Rehman,<br>Professor & H.O.D. of Gynae & Obs.<br>S.M.B.B.M. College Lyari           | <b>Chairman</b> |
| 2. | Dr. M. Akhtar Baig<br>H.O.D. of Orthopaedic,<br>S.M.B.B.M. College Lyari                      | Member          |
| 3. | Dr. Qazi Irshad Ahmed<br>H.O.D. of Psychiatry,<br>S.M.B.B.M. College Lyari                    | Member          |
| 4. | Dr. Shaheena Qureshi,<br>Associate Professor of Bio-Chemistry,<br>S.M.B.B.M.C. Lyari, Karachi | Member          |

  
(PROF. ANJUM REHMAN)  
PRINCIPAL / PROJECT DIRECTOR  
SHAHEED MOHTARMA BENAZIR BHUTTO  
MEDICAL COLLEGE LYARI, KARACHI

Copy to:-

- The Secretary, Health Department, Govt. of Sindh, Karachi for kind information.

PRINCIPAL / PROJECT DIRECTOR  
SHAHEED MOHTARMA BENAZIR BHUTTO  
MEDICAL COLLEGE LYARI, KARACHI

Monday  
April 17, 2017  
Rajab 19, 1438  
KARACHI

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LYARI KARACHI

No. F/SMBMCL/(Tender)/2016-17/599/600

Dated: 13-04-2017

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In accordance with SPPRA Rules 2010 (Amended 2013), the Principal/Project Director Shaheed Mohtarma Benazir Bhutto Medical College Lyari, Karachi invites sealed tender from contractors who are registered in Income Tax and Sindh Revenue Board for the following works.

Sr. No.	Name of Work	Time Allowed for completion	Cost of Tender Document
01.	Repair, Maintenance / Renovation work at existing college Building (As per schedule of work)	One Month	Rs. 2000/-

### TERMS AND CONDITIONS OF THE TENDER:

The intending participants can submit their bid under **SINGLE STAGE TWO ENVELOPE** procedure adopted for tender process. Bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately sealed financial proposal and technical proposal. Envelopes shall be marked as "**FINANCIAL PROPOSAL**" and "**TECHNICAL PROPOSAL**" in bold and legible letters to avoid confusion and reject of bid.

- Interested contractors may obtain the tender form along with the specification of work from office of Principal/Project Director Shaheed Mohtarma Benazir Bhutto Medical College Lyari, Karachi by submitting an application on their letterhead and tender fee in form of Pay order/ Demand Draft along with copies of NTN and Sindh Revenue Board.
- The last date of receipt and submission of tender form is 29 April 2017 upto 11 am which will be opened on 2 May 2017 at 12.00 Noon. The conditional tenders will not be entertained.

- The procuring agency may accept/reject the tender subject to the relevant provision of SPPRA Rules 2010.
- Only bid offered on the prescribed tender form issued by the office of Principal/Project Director Shaheed Mohtarma Benazir Bhutto Medical College Lyari, Karachi shall be accepted. However additional sheet may be attached, if required.
- Only contractors registered with Income Tax and Sindh Revenue Board are eligible to participate in the tender.
- Bidders are required to quote the charges in local currency (Pak Rupees)

-Sd/-  
PRINCIPAL / PROJECT DIRECTOR  
SHAHEED MOHTARMA BENAZIR BHUTTO  
MEDICAL COLLEGE LYARI, KARACHI.

INF-KRY No. 2003/17

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## دفتر پرنسپل / پروجیکٹ ڈائریکٹر



## شہید محترمہ بینظیر بھٹو میڈیکل کالج لیاری کراچی

No.F/SMBBMCL/(Tender)/2016-17/599/600

Dated: 13-04-2017

## ٹینڈر نوٹس

SPPRA رولز 2010 (ترمیم شدہ 2013) سے مطابقت میں، پرنسپل / پروجیکٹ ڈائریکٹر شہید محترمہ بینظیر بھٹو میڈیکل کالج لیاری کراچی کو مندرجہ ذیل کاموں کیلئے کنٹریکٹرز جو انکم ٹیکس اور سندھ ریونیو بورڈ میں رجسٹرڈ ہیں سے سربمہر ٹینڈرز مطلوب ہیں۔

نمبر شمار	کام کا نام	مدت تکمیل کی لاگت	ٹینڈر دستاویزات
1	موجودہ کالج بلڈنگ میں رجسٹریشن / ترمیم کا کام (کام کے شیڈول کے مطابق)	ایک ماہ	Rs. 2000/-

### ٹینڈرز کے قواعد و ضوابط

خواہشمند شراکاء ٹینڈرز کے عمل کیلئے اختیار کردہ سنگل اسٹیج ٹو اینڈ ہیپ طریقہ کے تحت اپنی پیشکشیں جمع کرا سکتے ہیں، پیشکش دو طبقہ طبقہ لفافوں پر مشتمل سنگل بیکنج پر مشتمل ہوگی، ہر لفافہ طبقہ طبقہ سربمہر فنانشل پروپوزل اور ٹیکنیکل پروپوزل پر مشتمل ہوگا کسی فلڈ ہنڈی اور پیشکش کے مسترد ہونے سے بچنے کیلئے لفافوں پر واضح اور جلی حروف میں "فنانشل پروپوزل" اور "ٹیکنیکل پروپوزل" درج کرنا ہوں گے۔

1 ڈیپٹی کے حامل کنٹریکٹرز کام کی تصریح کے سہراہ ٹینڈر فارم، NNTN اور سندھ ریونیو بورڈ کی نقول کے سہراہ اپنے لیٹر ہیڈ پر درخواست اور ٹینڈر فیس منسلک ہے آرڈر ڈیمانڈ ڈرافٹ جمع کرانے کے ذریعے دفتر پرنسپل / پروجیکٹ ڈائریکٹر شہید محترمہ بینظیر بھٹو میڈیکل کالج لیاری، کراچی سے حاصل کر سکتے ہیں۔

2 ٹینڈر فارم کی وصولی اور جمع کرانے کی آخری تاریخ 29 اپریل 2017ء دن 11:00 بجے تک ہے جو 02 مئی 2017ء کو دوپہر 12:00 بجے کھولا جائے گا، شراہ ٹینڈرز ریٹورن فیس لائے جائیں گے۔

3 پروکیورنگ ایجنسی SPPRA رولز 2010 کی متعلقہ متن سے مشروہ ٹینڈر نقول / مسٹر ڈرکٹری ہے۔

4 صرف دفتر پرنسپل / پروجیکٹ ڈائریکٹر شہید محترمہ بینظیر بھٹو میڈیکل کالج لیاری کراچی کی جانب سے جاری کردہ مجوزہ ٹینڈر فارم پر پیشکش کردہ پیشکش قبول کی جائے گی، تاہم اضافی صفحات اگر درکار ہوں تو منسلک کئے جاسکتے ہیں۔

5 صرف محکمہ انکم ٹیکس اور سندھ ریونیو بورڈ سے رجسٹرڈ کنٹریکٹرز ٹینڈرز میں شرکت کیلئے اہل ہیں۔

6 پیشکش دہندگان کو کوئل کرسی (پاکستانی روپوں) میں چارج درج کرنے چاہئیں۔

دستخط

پرنسپل / پروجیکٹ ڈائریکٹر

شہید محترمہ بینظیر بھٹو

میڈیکل کالج لیاری، کراچی

INF-KRY.No.2003/17





SHAHEED MOHTARMA BENAZIR BHUTTO  
MEDICAL COLLEGE LYARI  
GOVERNMENT OF SINDH, KARACHI.

TENDER DOCUMENT

FOR

**REPAIR & MAINTENANCE  
RENOVATION WORK AT EXISTING COLLAGE BUILDING  
(AS PER SCHEDULE OF WORK)**

APRIL, 2017

**INSTRUCTIONS  
TO  
BIDDERS**

## INSTRUCTIONS TO BIDDERS

### A. GENERAL

#### IB.1 Scope of Bid

- 1.1 The Employer as defined in the Bidding Data Sheet hereinafter called "the Employer" wishes to receive bids for the repair, renovation and completion of works as described in these Bidding Documents, and summarized in the Bidding Data Sheet hereinafter referred to as the "Works".
- 1.2 The successful bidder will be expected to complete the Works within the time specified in Appendix-A to Bid.

#### IB.2 Source of Funds

- 2.1 Government of Sindh.

#### IB.3 Eligible Bidders

- 3.1 This Invitation for Bids is open to all bidders meeting the following requirements:
  - a. Duly licensed by the Pakistan Engineering Council (PEC) in the category relevant to the value of the Works.
  - b. Copy of NTN, Proof of Registration with Sindh Revenue Board
  - c. Conditional tender will not be entertained

#### IB.4 One Bid per Bidder

- 4.1 Each bidder shall submit only one bid either by himself, or as a partner in a joint venture. A bidder who participates in more than one bid (other than alternatives pursuant to Clause IB.16) will be disqualified.

#### IB.5 Cost of Bidding

- 5.1 The bidders shall bear all costs associated with the preparation and submission of their respective bids and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.



**IB.6 Site Visit**

- 6.1 The bidders are advised to visit and examine the Site of Works and its surroundings and obtain for themselves on their own responsibility all information that may be necessary for preparing the bid and entering into a contract for Repair/Renovation. All cost in this respect shall be at the bidder's own expense.
- 6.2 The bidders and any of their personnel or agents will be granted permission by the Employer to enter upon his premises and lands for the purpose of such inspection, but only upon the express condition that the bidders, their personnel and agents, will release and indemnify the Employer, his personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of such inspection.

**B. BIDDING DOCUMENTS****IB.7 Contents of Bidding Documents**

- 7.1 The Bidding Documents, in addition to invitation for bids, are those stated below and should be read in conjunction with any Addenda issued in accordance with Clause IB.9.
  1. Instructions to Bidders.
  2. Bidding Data Sheet.
  3. General Conditions of Contract, Part-I(GCC).
  4. Particular Conditions of Contract, Part-II(PCC).
  5. Specifications – Special Provisions.
  6. Specifications – Technical Provisions.
  7. Form of Bid & Appendices to Bid.
  8. Bill of Quantities (Appendix-D to Bid).
  9. Form of Bid Security.
  10. Form of Contract Agreement.
  11. Forms of Performance Security and Mobilization Advance Guarantee/Bond and Form of Indemnity Bond for Secured Advance
- 7.2 The bidders are expected to examine carefully the contents of all the above documents. Failure to comply with the requirements of bid submission will be at the Bidder's own risk. Pursuant to Clause IB.26, bids which are not substantially responsive to the requirements of the Bidding Documents will be rejected.

**IB.8 Clarification of Bidding Documents**

- 8.1 Any prospective bidder requiring any clarification (s) in respect of the Bidding Documents may notify the Employer in writing at the Employer's address indicated in the Invitation for Bids. The Employer will respond to any request for clarification which he receives earlier than 7 days prior to the deadline for submission of bids. Copies of the Employer's response will be forwarded to all purchasers of the Bidding Documents, including a description of the enquiry but without identifying its source.

**IB.9 Amendment of Bidding Documents**

- 9.1 At any time prior to the deadline for submission of bids, the Employer may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by issuing addendum.
- 9.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to IB 7.1 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 Employer.
- 9.3 To afford prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may extend the deadline for submission of bids in accordance with Clause IB.20

**C. PREPARATION OF BIDS****IB.10 Language of Bid**

- 10.1 The bid and all correspondence and documents related to the bid exchanged by a bidder and the Employer shall be in the bid language stipulated in the Bidding Data Sheet and Particular Conditions of Contract. Supporting documents and printed literature furnished by the bidders may be in any other language provided the same are accompanied by an accurate translation of the relevant parts in the bid language, in which case, for purposes of evaluation of the bid, the translation in bid language shall prevail.

**IB.11 Documents Comprising the Bid**

- 11.1 The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Bid and the other the Price Bid, containing the documents listed in Bidding Data Sheet under the heading of IB 11.1 A & B respectively. Both envelopes to be enclosed together in an outer single envelope called the Bid. Each bidder shall furnish all the documents as specified in Bidding Data Sheet 11.1 A & B.

- 11.2 Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all partners. Alternatively, a Letter of Intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed agreement. The role to be played by each partner to be specified therein. Bids submitted by a joint venture of two (2) or more firms shall comply with the following requirements:
- (a) In case of a successful bid, the Form of JV Agreement shall be signed so as to be legally binding on all partners within 7 days of the receipt of letter of acceptance failing which the contract and the letter of acceptance shall stand void and redundant.
  - (b) One of the joint venture partners shall be nominated as being in charge; and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the joint venture partners;
  - (c) The partner-in-charge shall always be duly authorized to deal with the Employer regarding all matters related with and/or incidental to the execution of Works as per the terms and Conditions of JV Agreement and in this regard to incur any and all liabilities, receive instructions, give binding undertakings and receive payments on behalf of the joint venture;
  - (d) All partners of the joint venture shall at all times and under all circumstances be liable jointly and severally for the execution of the Contract in accordance with the Contract terms and a statement to this effect shall be included in the authorization mentioned under Sub-Para (b) above as well as in the Form of Bid and in the Form of JV Agreement (in case of a successful bid); and
  - (e) A copy of JV agreement shall be submitted before signing of the Contract, stating the conditions under which JV will function, its period of duration, the persons authorized to represent and obligate it and which persons will be directly responsible for due performance of the Contract and can give valid receipts on behalf of the joint venture, the proportionate participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. The JV Agreement shall be made part of the contract. No amendments / modifications whatsoever in the joint venture agreement shall be agreed to between the joint venture partners without prior written consent of the Employer.
- 11.3 The Bidder shall furnish, as part of the Technical Bid, a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated Bidding Forms, in sufficient detail to demonstrate the adequacy of the Bidders' proposal to meet the work requirements and the completion time referred to in Sub-Clause 1.2 hereof.

**IB.12 Bid Prices**

- 12.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole of the Works as described in IB 1.1 hereof, based on the unit rates and / or prices submitted by the bidder.
- 12.2 The bidders shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by a bidder will not be paid for by the Employer when executed and shall be deemed covered by rates and prices for other items in the Bill of Quantities.
- 12.3 All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to the deadline for submission of bids shall be included in the rates and prices and the total Bid Price submitted by a bidder. Additional / reduced duties, taxes and levies due to subsequent additions or changes in legislation shall be reimbursed / deducted as per Sub-Clause 70.2 of the General Conditions of Contract Part-I.
- 12.4 The rates and prices quoted by the bidders are subject to adjustment during the performance of the Contract in accordance with the provisions of Clause 70 of the Conditions of Contract. The bidders shall furnish the prescribed information for the price adjustment formulae in Appendix C to Bid and shall submit with the bids such other supporting information as required under the said clause.

**IB.13 Currencies of Bid and Payment**

- 13.1 The unit rates and the prices shall be quoted by the bidder entirely in Pak rupees. A bidder expecting to incur expenditures in other currencies for inputs to the Works supplied from outside the Employer's country (referred to as the "Foreign Currency Requirements") shall indicate the same in Appendix-B to Bid. The proportion of the Bid Price (excluding Provisional Sums) needed by him for the payment of such Foreign Currency Requirements either (i) entirely in the currency of the Bidder's home country or, (ii) at the bidder's option, entirely in Pak rupees provided always that a bidder expecting to incur expenditures in a currency or currencies other than those stated in (i) and (ii) above for a portion of the foreign currency requirements, and wishing to be paid accordingly, shall indicate the respective portions in his bid.
- 13.2 The rates of exchange to be used by the bidder for currency conversion shall be the TT & OD Selling Rates published or authorized by the State Bank of Pakistan prevailing on the date 28 days prior to the deadline for submission of bids. For the purpose of payments, the exchange rates used in bid preparation shall apply for the duration of the Contract.

**IB.14 Bid Validity**

- 14.1 Bids shall remain valid for the period stipulated in the Bidding Data Sheet after the Date of Bid Opening specified in Clause IB.23.
- 14.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request that the bidders extend the period of validity for a specified additional period which shall in no case be more than the original bid validity period. The request and the responses thereto shall be made in writing. A bidder may refuse the request without forfeiting his Bid Security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his Bid Security for the period of the extension, and in compliance with Clause IB.15 in all respects.

**IB.15 Bid Security**

- 15.1 Each bidder shall furnish, as part of his bid, a Bid Security in the amount stipulated in the Bidding Data Sheet in Pak Rupees or an equivalent amount in a freely convertible currency.
- 15.2 The Bid Security shall be, at the option of the bidder, in the form of Deposit at Call or a Bank Guarantee issued by a Scheduled Bank in Pakistan or from a foreign bank duly counter guaranteed by a Scheduled Bank in Pakistan in favor of the Employer valid for a period 28 days beyond the Bid Validity date.
- 15.3 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer as non-responsive.
- 15.4 The bid securities of unsuccessful bidders will be returned as promptly as possible, but not later than 28 days after the expiration of the period of Bid Validity.
- 15.5 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security and signed the Contract Agreement.
- 15.6 The Bid Security may be forfeited:
- (a) If the bidder withdraws his bid except as provided in IB 22.1;
  - (b) If the bidder does not accept the correction of his Bid Price pursuant to IB 27.2 hereof; or
  - (c) In the case of successful bidder, if he fails within the specified time limit to:
    - (i) Furnish the required Performance Security;
    - (ii) Sign the Contract Agreement, or

- (iii) Furnish the required JV agreement within 7 days of the receipt of letter of acceptance.

I-7

**IB.16 Alternate Proposals by Bidder**

- 16.1 Should any bidder consider that he can offer any advantages to the Employer by a modification to the designs, specifications or other conditions, he may, in addition to his bid to be submitted in strict compliance with the Bidding Documents, submit any Alternate Proposal(s) containing (a) relevant design calculations; (b) technical specifications; (c) proposed construction methodology; and (d) any other relevant details / conditions, provided always that the total sum entered on the Letter of Price Bid shall be that which represents complete compliance with the Bidding Documents. The technical details and financial implication involved are to be submitted in two separate sealed envelopes as to be followed in main bid proposals.
- 16.2 Alternate Proposal(s), if any, of the lowest evaluated responsive bidder only may be considered by the Employer as the basis for the award of Contract to such bidder.

**IB.18 Format and Signing of Bid**

- 18.1 Bidders are particularly directed that the amount entered on the Letter of Price Bid shall be for performing the Contract strictly in accordance with the Bidding Documents.
- 18.2 All appendices to Bid are to be properly completed and signed.
- 18.3 No alteration is to be made in the Letters of Price and Technical Bids nor in the Appendices thereto except in filling up the blanks as directed. If any such alterations be made or if these instructions be not fully complied with, the bid may be rejected.
- 18.4 The Bidder shall prepare one original of the Technical Bid and one original of the Price Bid comprising the Bid as described in Bidding Data Sheet against IB 11 and clearly mark it "ORIGINAL - TECHNICAL BID" and "ORIGINAL - PRICE BID". In addition, the Bidder shall submit two (2) copies of the Bid and clearly mark each of them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.
- 18.5 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the Bidding Data Sheet and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, except for un-amended printed literature, shall be signed or initialed by the person signing the bid.

- 18.6 Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.
- 18.7 Bidders shall indicate in the space provided in the Letter of Technical and Price Bids, their full and proper addresses at which notices may be legally served on them and to which all correspondence in connection with their bids and the Contract is to be sent.
- 18.8 Bidders should retain a copy of the Bidding Documents as their file copy.

**D. SUBMISSION OF BIDS FOR SINGLE STAGE TWO ENVELOPE BIDDING PROCEDURE**

**IB.19 Sealing and Marking of Bids**

- 19.1 Each bidder shall submit his bid as under:
- (a) ORIGINAL and each copy of the Bid shall be separately sealed and put in separate envelopes and marked as such.
  - (b) The envelopes containing the ORIGINAL and copies will be put in one sealed envelope and addressed / identified as given in IB 19.2 hereof.
  - (c) The technical bid should comprise of documents listed in IB11.1 (A) & the price bid should comprise of documents listed in IB 11.1 (B) which shall be placed in separate envelopes in accordance with IB 11.1.
- 19.2 The inner and outer envelopes shall:
- (a) Be addressed to the Employer at the address provided in the Bidding Data Sheet;
  - (b) Bear the name and identification number of the contract as defined in the Bidding Data Sheet; and
  - (c) Provide a warning not to open before the time and date for bid opening, as specified in the Bidding Data Sheet.
- 19.3 In addition to the identification required in IB 19.2 hereof, the inner envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared "late" pursuant to Clause IB.21

- 19.4 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

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#### **IB.20 Deadline for Submission of Bids**

- 20.1 (a) Bids must be received by the Employer at the address specified no later than the time and date stipulated in the Bidding Data Sheet.
- (b) Bids with charges payable will not be accepted, nor will arrangements be undertaken to collect the bids from any delivery point other than that specified above. Bidders shall bear all expenses incurred in the preparation and delivery of bids. No claims will be entertained for refund of such expenses.
- (c) Where delivery of a bid is by mail and the bidder wishes to receive an acknowledgment of receipt of such bid, he shall make a request for such acknowledgment in a separate letter attached to but not included in the sealed bid package.
- (d) Upon request, acknowledgment of receipt of bids will be provided to those making delivery in person or by messenger.
- 20.2 The Employer may, at his discretion, extend the deadline for submission of Bids by issuing an amendment in accordance with Clause IB.9, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

#### **IB.21 Late Bids**

21. (a) Any bid received by the Employer after the deadline for submission of bids prescribed in Clause IB.20 will be returned unopened to such bidder.
- (b) Delays in the mail, delays of person in transit, or delivery of a bid to the wrong office shall not be accepted as an excuse for failure to deliver a bid at the proper place and time. It shall be the bidder's responsibility to determine the manner in which timely delivery of his bid will be accomplished either in person, by messenger or by mail.

#### **IB.22 Modification, Substitution and Withdrawal of Bids**

- 22.1 Any bidder may modify, substitute or withdraw his bid after bid submission provided that the modification, substitution or written notice of withdrawal is received by the Employer prior to the deadline for submission of bids.



22.2 The modification, substitution, or notice for withdrawal of any bid shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause IB.19 with the outer and inner envelopes additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" as appropriate.

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22.3 No bid may be modified by a bidder after the deadline for submission of bids except in accordance with IB 22.1 and 27.2.

22.4 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 in pursuance to Clause IB.15.

## **E BID OPENING AND EVALUATION FOR SINGLE STAGE TWO ENVELOPE BIDDING PROCEDUR**

### **IB. 23 Bid Opening**

23.1 The Employer will open the Technical Bids in public at the address, date and time specified in the Bidding Data Sheet in the presence of Bidders' designated representatives and anyone who choose to attend. The Price Bids will remain unopened and will be held in custody of the Employer until the specified time of their opening.

23.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal and is read out at bid opening.

23.3 Second, outer envelopes marked "SUBSTITUTION" shall be opened. The inner envelopes containing the Substitution Technical Bid and/or Substitution Price Bid shall be exchanged for the corresponding envelopes being substituted, which are to be returned to the Bidder unopened. Only the Substitution Technical Bid, if any, shall be opened, read out, and recorded. Substitution Price Bid will remain unopened in accordance with IB 23.1. No envelope shall be substituted unless the corresponding

Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.

23.4 Next, outer envelopes marked "MODIFICATION" shall be opened. No Technical Bid and/or Price Bid shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of Technical Bids. Only the Technical Bids, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Price Bids, both Original and Modification, will remain unopened in accordance with IB 23.1. The Bidders' representatives who are present shall be requested to sign the record. The

omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

23.5 Other envelopes holding the Technical Bids shall be opened one at a time, and the following read out and recorded:

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- (a) the name of the Bidder;
- (b) whether there is a modification or substitution;
- (c) the presence of a Bid Security, if required; and
- (d) Any other details as the Employer may consider appropriate.

No Bid shall be rejected at the opening of Technical Bids except for late bids, in accordance with IB 21.1. Only Technical Bids read out and recorded at bid opening, shall be considered for evaluation.

#### Preliminary Examination of Technical Bids

- 23.6 a) The Employer shall first examine qualification and experience Data as per appendix M and N submitted by the Bidder. The technical proposal examination of those bidders only shall be taken in hand who meet the minimum requirement as mentioned in appendix M and N. Only substantially responsive qualification shall be considered for further evaluation.
- b) The Employer shall examine the Technical Bid to confirm that all the documents have been provided, and to determine the completeness of each document submitted.
- 23.7 The Employer shall confirm that all the documents and information have been provided for evaluation of Technical bid as required under these bidding documents.
- 23.8 At the end of the evaluation of the Technical Bids, the Employer will invite only those bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified for award to attend the opening of the Price Bids.

The date, time, and location of the opening of Price Bids will be advised in writing by the Employer. Bidders shall be given reasonable notice for the opening of Price Bids.

- 23.9 The Employer shall conduct the opening of Price Bids of all Bidders who submitted substantially responsive Technical Bids, publically in the presence of Bidders' representatives who choose to attend at the address, date and time specified by the Employer. The Bidder's representatives who are present shall be requested to sign a register evidencing their attendance.

23.10 All envelopes containing Price Bids shall be opened one at a time and the following read out and recorded:

- (a) The name of the Bidder;
- (b) Whether there is a modification or substitution;
- (c) The Bid Prices, including any discounts and alternative offers; and
- (d) Any other details as the Employer may consider appropriate.

Only Price Bids and discounts, read out and recorded during the opening of Price Bids shall be considered for evaluation. No Bid shall be rejected at the opening of Price Bids.

23.11 If this Bidding Document allows Bidders to quote separate prices for different contracts, and the award to a single Bidder of multiple contracts, the methodology to determine the lowest evaluated price of the contract combinations is that which is most economical to the Employer.

#### **IB.24 Process to be Confidential**

24.1 Information relating to the examination, clarification, evaluation and comparison of bid and recommendations for the award of a contract shall not be disclosed to bidders or any other person not officially concerned with such process before the announcement of bid evaluation report which shall be done at least ten 10 days prior to issue of Letter of Acceptance. 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. Any effort by a bidder to influence the Employer's processing of bids or award decisions may result in the rejection of such bidder's bid. Whereas any bidder feeling aggrieved may lodge a written complaint not later than fifteen (05) days after the announcement of the bid evaluation report. However mere fact of lodging a complaint shall not warrant suspension of the procurement process.

#### **IB.25 Clarification of Bids**

25.1 To assist in the examination, evaluation and comparison of bids, the Employer may, at his discretion, ask any bidder for clarification of his bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing but no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids in accordance with Clause IB.28.

- 25.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Employer's request for clarification, its bid may be rejected.

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#### **IB.26 Examination of Bids and Determination of Responsiveness**

- 26.1 Prior to the detailed evaluation of bids, the Employer will determine whether each bid is substantially responsive to the requirements of the Bidding Documents.
- 26.2 A substantially responsive bid is one which (i) meets the eligibility criteria; (ii) has been properly signed; (iii) is accompanied by the required Bid Security; (iv) Includes signed Integrity Pact where required as per clause IB.35 and (v) conforms to all the terms, conditions and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one (i) which affect in any substantial way the scope, quality or performance of the Works; (ii) which limits in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the bidder's obligations under the Contract; (iii) adoption/rectification whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids. Only substantially responsive bid shall be considered for further evaluation.
- 26.3 If a bid is not substantially responsive, it may not subsequently be made responsive by correction or withdrawal of the non-conforming material deviation or reservation. The Employer may, however, seek confirmation/ clarification in writing which shall be responded in writing.

#### **IB.27 Correction of Errors**

- 27.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:
- (a) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and
  - (b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the Employer there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern and the unit rate will be corrected.
- 27.2 The amount stated in the Letter of Price Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and with the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder

does not accept the corrected Bid Price, his Bid will be rejected, and the Bid Security shall be forfeited in accordance with IB.15.6 (b) hereof.

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#### **IB.28 Evaluation and Comparison of Bids**

- 28.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause IB.26.
- 28.2 In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:
- (a) Making any correction for errors pursuant to Clause IB.27;
  - (b) Excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities, but including competitively priced Day work; and
  - (c) Making an appropriate adjustment for any other acceptable variation or deviation.
- 28.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.
- 28.4 If the Bid of the successful bidder is seriously unbalanced in relation to the Employer's estimate of the cost of work to be performed under the Contract, the Employer may require the bidder to produce detailed price analyses for any or all items of the Bill of Quantities to demonstrate the internal consistency of those prices with the repair methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the Performance Security set forth in Clause IB.32 be increased at the expense of the successful bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful bidder under the Contract.

#### **F. AWARD OF CONTRACT**

##### **IB.29 Award**

- 29.1 Subject to Clauses IB.30 and IB.34, the Employer 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 eligible in accordance with the provisions of Clause IB.3 and qualify pursuant to IB 29.2.

- 29.2 The Employer, at any stage of the bid evaluation, having credible reasons for or prima facie evidence of any defect in bidder's capacities, may require the bidders 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 in writing. They shall form part of the records of that bid evaluation report.

**IB.30 Employer's Right to Accept any Bid and to Reject any or all Bids**

- 30.1 Notwithstanding Clause IB.29, the Employer 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 except that the grounds for rejection of all bids shall upon request be communicated to any bidder who submitted a bid, without justification of grounds. Rejection of all bids shall be notified to all bidders promptly.

**IB.31 Notification of Award**

- 31.1 Prior to expiration of the period of bid validity prescribed by the Employer, the Employer will notify the successful bidder in writing ("Letter of Acceptance") that his Bid has been accepted. This letter shall name the sum which the Employer will pay the Contractor in consideration of the execution and completion of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called the "Contract Price").
- 31.2 No Negotiation with the bidder having evaluated as lowest responsive or any other bidder shall be permitted.
- 31.3 The notification of award and its acceptance by the bidder will constitute the formation of the Contract, binding the Employer and the bidder till signing of the formal Contract Agreement.
- 31.4 Upon furnishing by the successful bidder of a Performance Security, the Employer will promptly notify the other bidders that their Bids have been unsuccessful and return their bid securities.

**IB.32 Performance Security**

- 32.1 The successful bidder shall furnish to the Employer a Performance Security in the form and the amount stipulated in the Bidding Data Sheet and the Conditions of Contract within a period of 28 days after the receipt of Letter of Acceptance.

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- 32.2 Failure of the successful bidder to comply with the requirements of IB.32.1 or IB.33 or IB.35 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

#### **IB.33 Signing of Contract Agreement**

- 33.1 Within 14 days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Employer will send the successful bidder the Contract Agreement in the form provided in the Bidding Documents, incorporating all agreements between the parties.
- 33.2 The formal Agreement between the Employer and the successful bidder shall be executed within 14 days of the receipt of the Contract Agreement by the successful bidder from the Employer.

#### **IB.34 General Performance of the Bidders**

The Employer reserves the right to obtain information regarding performance of the bidders on their previously awarded contracts/works. The Employer may in case of consistent poor performance of any Bidder as reported by the employers of the previously awarded contracts, inter alia, reject his bid and/or refer the case to the Pakistan Engineering Council (PEC). Upon such reference, PEC in accordance with its rules, procedures and relevant laws of the land take such action as may be deemed appropriate under the circumstances of the case including black listing of such Bidder and debarring him from participation in future bidding for similar works.

#### **IB.36 Instructions not Part of Contract**

Bids shall be prepared and submitted in accordance with these Instructions which are provided to assist bidders in preparing their bids, and do not constitute part of the Bid or the Contract Documents

**BIDDING DATA SHEET**



**Bidding Data Sheet****1 Name and address of the Employer:**

**The Project Director, Shaheed Muhtarma Benazir Bhutto Medical College Lyari,  
Karachi.**

**2 Name of the Project & Summary of the Works:**

**Providing, making, supplying & installation of Furniture.**

**3 A The Bidder shall submit with its Technical Bid the following documents:**

- (a) Letter of Technical Bid
- (b) Bid Security (IB.15)
- (c) Written confirmation authorizing the signatory  
of the Bid to commit the Bidder (IB.18.5)
- (d) Pending litigation information
- (e) Special Stipulations (as filled by the Employer) (appendix -A)
- (f) Proposed Repair/Renovation Schedule (appendix -E)
- (g) The Bidder shall submit with its Price Bid the following documents:
  - (a) Letter of Price Bid
  - (b) Bill of Quantities

**4 Period of Bid Validity:**

Period of Bid Validity is 90 days after the date of tender opening

- 5 . Number of copies of the Bid to be completed and returned:  
one original and two copies
- 6 Employer's address for the purpose of Bid submission:  
The Project Director, Shaheed Muhtarma Benazir Bhutto Medical College Lyari,  
Karachi.
- 7 Deadline for submission of bids:
- 8 Venue, time, and date of Bid opening:

**Letters of Technical Bid/ Price Bid,  
And  
Appendices to Bid**

## Letter of Technical Bid

Date: .....

Bid Reference No: .....  
(Name of Contract/Works)

To:.....

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (IB) 9;
- (b) We offer to execute and complete in conformity with the Bidding Documents the following Works:
- (c) Our Bid consisting of the Technical Bid and the Price Bid shall be valid for a period of ..... days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) As security for due performance of the under takings and obligations of our bid, we submit here with a Bid security, in the amount specified in Bidding Data Sheet, which is valid (at least) 28 days beyond validity of Bid itself.
- (e) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process, other than alternative offers submitted in accordance with IB16 (as applicable) .

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- (f) We agree to permit Employer or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors. This permission is extended for verification of any information provided in our Technical Bid which comprises all documents enclosed herewith in accordance with IB.11.1 of the Bidding Data Sheet.

Name .....

In the capacity of .....

Signed .....

.....

Duly authorized to sign the Bid for and on behalf of .....

Date .....

.....

Address.....

## Letter of Price Bid

Date: .....

Bid Reference No: .....  
(Name of Contract/Works)

To:.....

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (IB)9;
- (b) The total price of our Bid, excluding any discounts offered in item (c) below is:
- (c) The discounts offered and the methodology for their application are:
- (d) Our Bid shall be valid for a period of ..... days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (e) If our Bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;

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- (f) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed and we do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other bidder for the Works.
- (g) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (h) We agree to permit Employer or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors. This permission is extended for verification of any information provided in our Technical Bid which comprises all documents enclosed herewith in accordance with IB.11.1 of the Bidding Data Sheet.
- (i) If awarded the contract, the person named below shall act as Contractor's Representative.

Name .....

In the capacity of .....

Signed .....

Duly authorized to sign the Bid for and on behalf of .....

Date .....

Address.....

**SPECIAL STIPULATIONS**

**Clause**

**Conditions of Contract**

1.	Earnest Money to be provided with tender document	2.1	2% of the Contract Price stated in the Letter of Acceptance.
2.	Law applicable	5.1(b)	The law to be applied is the law of Islamic Republic of Pakistan
3.	Amount of Performance Security	10.1	10% of Contract Price stated in the Letter of Acceptance.
6.	Minimum amount of Third Party Insurance	23.2	Rs. _____ per occurrence with number of occurrences unlimited.
7.	Time for Commencement	41.1	Within 14 days from the date of receipt of Employer's Notice to Commence which shall be issued within fourteen (14) days after signing of Contract Agreement.
8.	Time for Completion	43.1, 48.2	90 days from the date of receipt of Employer's Notice to Commence.
9.	Amount of Liquidated Damages	47.1	Rs. 1000 for each day of delay in completion of the Works subject to a maximum of 10% of Contract Price stated in the Letter of Acceptance.
10.	Defects Liability Period	49.1	_____ Days from the effective date of Taking Over Certificate.
11.	Percentage of Retention Money	60.2	5 % of the amount of Interim Payment Certificate.
12.	Limit of Retention Money	60.2	5 % of Contract Price stated in the Letter of Acceptance.
13.	Minimum amount of Interim Payment Certificates (Running Bills)	60.2	95% Percentage of Contract Price depending on completion period of the Works.
14.	Time of Payment from delivery of Employer's Interim Payment Certificate to the Employer.	60.10	30 days in case of local currency or 42 days in case of foreign funded projects.
15.	Right of the Employer's	15.1	The Project Director has right to increase / decrease 15% (+ / -) of the Project value.



**FORMS**

**BID SECURITY  
PERFORMANCE SECURITY  
CONTRACT AGREEMENT**

**BID SECURITY**  
**(Bank Guarantee)**

Security Executed on \_\_\_\_\_  
(Date)

Name of Surety (Bank) with Address: \_\_\_\_\_  
(Scheduled Bank in Pakistan)

Name of Principal (Bidder) with Address \_\_\_\_\_

Penal Sum of Security Rupees . \_\_\_\_\_ (Rs. \_\_\_\_\_)

Bid Reference No. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal (Bidder) we, the Surety above named, are held and firmly bound unto \_\_\_\_\_

(hereinafter called the 'Employer') in the sum stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Bidder has submitted the accompanying Bid dated \_\_\_\_\_ for Bid No. \_\_\_\_\_ for \_\_\_\_\_ (Particulars of Bid) to the said Employer; and

WHEREAS, the Employer has required as a condition for considering said Bid that the Bidder furnishes a Bid Security in the above said sum from a Scheduled Bank in Pakistan or from a foreign bank duly counter-guaranteed by a Scheduled Bank in Pakistan, to the Employer, conditioned as under:

- (1) that the Bid Security shall remain in force up to and including the date 28 days after the deadline for validity of bids as stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Surety is hereby waived;
- (2) that the Bid Security of unsuccessful Bidders will be returned by the Employer after expiry of its validity or upon signing of the Contract Agreement; and
- (3) that in the event of failure of the successful Bidder to execute the proposed Contract Agreement for such work and furnish the required Performance Security, the entire said sum be paid immediately to the said Employer pursuant to Clause 15.6 of the Instruction to Bidders for the successful Bidder's failure to perform.

NOW THEREFORE, if the successful Bidder shall, within the period specified therefore, on the prescribed form presented to him for signature enter into a formal Contract with the said Employer in accordance with his Bid as accepted and furnish within twenty eight (28) days of his being requested to do so, a Performance Security with good and sufficient surety, as may be required, upon the form prescribed by the said Employer for the faithful performance and proper fulfilment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified for its validity then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

PROVIDED THAT the Surety shall forthwith pay the Employer, the said sum upon first written demand of the Employer (without cavil or argument) and without requiring the Employer to prove or to show grounds or reasons for such demand, notice of which shall be sent by the Employer by registered post duly addressed to the Surety at its address given above.

PROVIDED ALSO THAT the Employer shall be the sole and final judge for deciding whether the Principal (Bidder) has duly performed his obligations to sign the Contract Agreement and to furnish the requisite Performance Security within the time stated above, or has defaulted in fulfilling said requirements and the Surety shall pay without objection the said sum upon demand from the Employer forthwith and without any reference to the Principal (Bidder) or any other person.

IN WITNESS WHEREOF, the above bounden Surety has executed the instrument under its seal on the date indicated above, the name and seal of the Surety being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

SURETY (Bank)

WITNESS:

Signature \_\_\_\_\_

1. \_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

Title \_\_\_\_\_

Corporate Secretary (Seal)

Corporate Guarantor (Seal)

2. \_\_\_\_\_

\_\_\_\_\_  
Name, Title & Address

**FORM OF PERFORMANCE SECURITY  
(Bank Guarantee)**

Guarantee

No. \_\_\_\_\_ Executed on \_\_\_\_\_  
Expiry date \_\_\_\_\_

[Letter by the Guarantor to the Employer]

Name of Guarantor (Bank) with address: \_\_\_\_\_  
(Scheduled Bank in Pakistan)

Name of Principal (Contractor) with address: \_\_\_\_\_

Penal Sum of Security (express in words and figures) \_\_\_\_\_

Letter of Acceptance No. \_\_\_\_\_ Dated \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bidding Documents and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Principal we, the Guarantor above named, are held and firmly bound unto the \_\_\_\_\_ (hereinafter called the Employer)

in the penal sum of the amount stated above for the payment of which sum well and truly to be made to the said Employer, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has accepted the Employer's above said Letter of Acceptance for \_\_\_\_\_  
(Name of Contract) for the \_\_\_\_\_  
(Name of Project).

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the Employer, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Clause 49, Defects Liability, of Conditions of Contract are fulfilled.

Our total liability under this Guarantee is limited to the sum stated above and it is a condition of any liability attaching to us under this Guarantee that the claim for payment in writing shall be received by us within the validity period of this Guarantee, failing which we shall be discharged of our liability, if any, under this Guarantee.

We, \_\_\_\_\_ (the Guarantor), waiving all objections and defences under the Contract, do hereby irrevocably and independently guarantee to pay to the Employer without delay upon the Employer's first written demand without cavil or arguments and without requiring the Employer to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the Employer's written declaration that the Principal has refused or failed to perform the obligations under the Contract which payment will be effected by the Guarantor to Employer's designated Bank & Account Number.

PROVIDED ALSO THAT the Employer shall be the sole and final judge for deciding whether the Principal (Contractor) has duly performed his obligations under the Contract or has defaulted in fulfilling said obligations and the Guarantor shall pay without objection any sum or sums up to the amount stated above upon first written demand from the Employer forthwith and without any reference to the Principal or any other person.

IN WITNESS WHEREOF, the above-bounden Guarantor has executed this Instrument under its seal on the date indicated above, the name and corporate seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Witness:

1. \_\_\_\_\_

\_\_\_\_\_  
Corporate Secretary (Seal)

2. \_\_\_\_\_

\_\_\_\_\_  
Name, Title & Address

\_\_\_\_\_  
Guarantor (Bank)

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_  
Corporate Guarantor (Seal)

## FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the \_\_\_\_\_ day of \_\_\_\_\_ (month) 20\_\_\_\_ between \_\_\_\_\_ (hereafter called the "Employer") of the one part and \_\_\_\_\_ (hereafter called the "Contractor") of the other part.

WHEREAS the Employer is desirous that certain Works, viz \_\_\_\_\_ 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.

NOW this Agreement witnesseth as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents after incorporating addenda / Clarification as agreed or otherwise, if any, except those parts relating to Instructions to Bidders shall be deemed to form and be read and construed as part of this Contract, viz:
  - (a) The Contract Agreement;
  - (b) The Letter of Acceptance;
  - (c) The completed Form of Bid;
  - (d) Special Stipulations (Appendix-A to Bid);
  - (e) The Particular Conditions of Contract – Part II;
  - (f) The General Conditions – Part I;
  - (g) The priced Bill of Quantities (Appendix-D to Bid);
  - (h) The completed Appendices to Bid (B, C, E to O);
  - (i) The Drawings;
  - (j) The Specifications.
  - (k) \_\_\_\_\_ (any other)
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy defects therein in conformity and in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works 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 Agreement to be executed on the day, month and year first before written in accordance with their respective laws.

Signature of the Contactor

Signature of Employer

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

Witness:

\_\_\_\_\_

\_\_\_\_\_

(Name, Title and Address)

(Name, Title and Address)

# **SPECIFICATIONS**



**Renovation/Repairs of Civil/Electrical/Plumbing/Sewerage works at SMBBMC Lyari**  
**Existing college Building and Lecture halls**  
**SCHEDULE OF VALUES**

Sr.#	Particulars	UOM	QTY
<b>2.1 Civil Works</b>			
<b>2.1.1 Walls and Ceiling Plaster Internal and External</b>			
2.1.1.1	Removal of Existing Damaged Plaster at any level any height as per need complete in all respects as per specifications and instructions by the Employer		
	Removal of existing Damaged Plaster at any level and Height.	Sft	4,000
2.1.1.2	Treatment of damaged areas using wall seepage with solution of Brooks Chemical or other equivalent complete in all respects as per manufacturer' recommendations	Sft	4,000
2.1.1.3	Providing and applying smooth 1/2" to 3/4" thick Plaster at any level any height with 1:4 ( 1 Cement 4 sand ) ratio, complete in all respects as per specifications and instructions by the Employer	Sft	4,000
<b>2.2.1 Roof Screeding</b>			
2.2.2	Cleaning and removal of debris and loose materials of existing roof screed, using wire brush and other tools required complete in all respects and as per instructions by the Employer	Sft	5,500
2.2.3	Providing laying and applying hot bitumen to the horizontal surface of roof in two layers with 10/20 at 1.64 kg per sqm, apply hot over complete dry surface of concrete, complete in all respects as per specifications and instructions by the Employer	Sft	5,500
2.2.4	Providing and laying 3 mm thick HY-Grip with heat joint overlap of 4 inches and making roof finishing composed of C.C 1:2:4 screed of min. 2.5 inch thickness laid in panels not exceeding 16sft, complete in all respects and as per instructions by the Employer.	Sft	5,500
2.2.5	Providing water spouts and maintaining proper grade for rain water drainage complete in all respect as per specification and instruction of client employer	Nos	6
<b>2.3.1 Fixing Of Tiles in Washroom and Labs</b>			
2.3.2	Removal of existing tiles and removal of debris along with loose materials complete in all aspects and as per need and specification	Sft	
	Male Lavatory in college building	Sft	657
	female Lavatory in college building	Sft	743
	office washrooms	Sft	1,140

**Renovation/Repairs of Civil/Electrical/Plumbing/Sewerage works at SMBBMC Lyari  
Existing college Building and Lecture halls  
SCHEDULE OF VALUES**

Sr.#	Particulars	UOM	QTY
	Pharma Depart Wall tiles	Sft	1,000
	Pharma Depart washrooms tiles	Sft	250
	<b>Total</b>	Sft	<b>3,790</b>
2.3.3	Providing & laying Porcelain tiles (size 10" x 13") make (shabbir or master tiles or equivalent) with 2" thick CC Mortar and providing And Filling grouting,complete in all respect as per specification	Sft	
	Male Lavatory in college building	Sft	657
	female Lavatory in college building	Sft	743
	Office washrooms	Sft	1,140
	Pharma depart wall tiles	Sft	1,000
	Pharma depart washroom tiles	Sft	250
	<b>Total</b>	Sft	<b>3,790</b>
<b>2.4.1</b>	<b>Re-Painting the College building</b>		
2.4.2	Scarping and Removal of the existing paint with sand paper and other tools required as per need complete in all aspects and specification	Sft	56,700
2.4.3	Providing and Preparation of surface i/c applying priming coat, filling, rubbing and smoothig withsand paper, applying three coats of delux ICI or berger or equivalent of apporved shade to walls,ceiling, Doors and Grill at any level any height complete in all aspects	Sft	
	college building interior and exterior	Sft	41,000
	lecture halls	Sft	10,000
	tutorial rooms interior and exterior	Sft	3,700
	Pharma depart	Sft	2,000
	<b>Total</b>	Sft	<b>56,700</b>

<b>3 Electrical/Plumbing/Sewerage works</b>			
3.1	Providing material, labor, tools for excavation, laying and back filling of 9" Dia RCC ( Razia) sewer pipe from college building to connect the mainhole on outside road, Along with construction of 3'x3'x4' main hole each At 50' distance, complete in all aspects and specification	Rft	250
3.2	Providing material, labor , tools for construction of gully traps size 2'x2'x3' as per the Instruction Of employer specifications	Nos	5
3.3	Providing material, labor , tools for replacing the damage upvc pipes in washrooms along with all the accessories and rectification, area must be finished same as before completed in all aspects and as per the directon of the employer	Rft	500

**Renovation/Repairs of Civil/Electrical/Plumbing/Sewerage works at SMBBMC Lyari**  
**Existing college Building and Lecture halls**  
**SCHEDULE OF VALUES**

Sr.#	Particulars	UOM	QTY
3.4	Providing material, labor , tools for replacing the damage A/C Drain pipes at any level any height complete in all respects	Rft	1000
3.5	Wash room Fixtured make (Master, Porta or equivalent)		
	Pedestal basin	Nos	12
	European Comode	Nos	9
	Indian Comode	Nos	5
	Kitchen sink	Nos	1
	Muslim shower	Nos	9
	Basin mixture	Nos	18
	Stop T cock	Nos	26
	Double bib Cock	Nos	9
	Bib cock	Nos	4
	Kitchen sink mixture	Nos	1

Providing, fixing, testing and commisioning of all the fixtures

4 External Development and misc works			
4.1	<u>Lawn Works</u>		
	Providing and laying 1' sweat earth filling where required and also providing grass along with the plants approved by the client.	job	2
4.2	<u>Patch Work of CC Flooring and repair of curb stones</u>		
	Providing material, labor , tools for the patch work of the existing CC flooring in the car parking of college building along with the repair and replacement of the carb stones where needed and repainting the curb stones in sitting area and parking area as per the need and complete in all aspects as per instruction of employer	job	1
4.4	<u>Removal of debris and repair or repalcement of</u>		
	Providing material, labor , tools for removal of debris and all unwanted materials from the premisses of college along with the repair and replacement of the sitting shades as per need and instruction from the client representative complete in all aspects and specfications	Job	1
	Providing and fixing imported wooden flooring in library (Water resistant) was approved base material, filling and treatment. (Alnoor brand or equivalent approved by client) with all fixing accessories and base material complete in all aspects and as per specification of employer	Sqf	114
	Providing and fixing wooden cabnet in the kitchen area along with all accessories and polish treatment. (size 7'x2.5'x3') along with SS kitchen sink and fixtures (made Master, porta or equivalent) complete in all aspects and specification or instruction of the employer	Sft	50

# **BILL OF QUANTITIES**

ALL CONDITION OF CONTRACT  
WILL BE INTERPRETED  
AS PER  
PAKISTAN ENGINEERING COUNCIL  
/ SPPRA / FIDIC