



**SHAHEED BENAZIR BHUTTO UNIVERSITY
SHAHEED BENAZIRABAD**

No./SBBU/XEN/42/2017Nawabshah,

Dated 29- June-2017

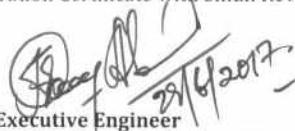
TENDER NOTICE

Shaheed Benazir Bhutto University, Shaheed Benazirabad invites the tender/bids for DC Inerter Splits at Shaheed Benazir Bhutto University Shaheed Benazirabad as detailed below.

S. No	Name of Work	Qty	Earnest Money Rs)	Tender Fees (Rs)	Completion period
01	Supply , Installation & Testing of Mitsubishi/Gree/Genral or equivalent DC Inverters split 1Ton Complete set with up to 20feet.PPRC pipe & fitting for AC condensates drain dia 1-1/4" with clips & wire of 110/0.0076 up to 15 feet of each A/C	16 nos	2%	1000	One Month

Terms and Conditions/Procedure of tenders are detailed below:

1. The tender will be issued from 03.07.2017 to 20.07.2017 during the office hours against a written request attaching therewith all required documents & company profile. The tender will be received back with proper sealed envelope up to 11:00 am on 20.07.2017 and will be opened at 12:00 noon in office of the undersigned on the same day in the presence of contractors or their authorized representatives who may intend to be present.
2. The bidder should submit the affidavit on judicial stamp paper stating that their company has not been black listed nor any involvement in litigation in any court of law.
3. The tender document can be received by office of the undersigned from 03.07.17 to 20.07.2017 on payment of the cost of tender fee (nonrefundable) mentioned against the supply, in shape of Demand Draft/Pay Order in the name of Director Finance, Shaheed Benazir Bhutto University, Shaheed Benazirabad.
4. Telephonic/Fax request will not be entertained for the issuance of tender document.
5. Earnest Money equivalent to 2% of the tender value shall be furnished with the tenders in shape of call deposit/Pay Order from the scheduled bank in favor of Director Finance, Shaheed Benazir Bhutto University, Shaheed Benazirabad.
6. The competent authority may reject any or all tenders any time prior to the acceptance of tender/bid subject to the relevant provision of SPPRA Rules 2010
7. Conditional Tenders will not be entertained
8. Copy of valid NTN and Sales Tax Certificate & registration Certificate with Sindh Revenue Board must be attached


Executive Engineer
Shaheed Benazir Bhutto University
Shaheed Benazirabad
Civil Lines Nawabshah
Tel # 0244-9370523
www.sbbusba.edu.pk



**SHAHEED BENAZIR BHUTTO UNIVERSITY
SHAHEED BENAZIRABAD**

TENDER DOCUMENTS

FOR

Supplying & Installation of DC Inverters Splits at
Shaheed Benazir Bhutto University Shaheed Benazirabad

WILL BE

OPENED ON

20/07/2017

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**INSTRUCTIONS
TO
BIDDERS**

INSTRUCTIONS TO BIDDERS

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

A. GENERAL

IB.1 Scope of Bid

- 1.1 The Purchaser as defined in the Bidding Data hereinafter called "the Purchaser" wishes to receive bids for the supply of Engineering Goods as described in these Bidding Documents, and summarised in the Bidding Data hereinafter referred to as the "Goods".
- 1.2 The successful Bidder will be expected to supply the Goods within the time specified in the Bidding Documents.
- 1.3 All Goods to be supplied under the Contract shall have as their country of origin an eligible country as per **Appendix-A to Bid**.
- 1.4 For purposes of this Clause, the term "Goods" includes commodities, raw material, machinery, equipment, and industrial plants.
- 1.5 The term "country of origin" means the country where the goods have been mined, grown, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components.
- 1.6 The nationality of the firm that produces, assembles, distributes, or sells the goods shall not determine their origin.
- 1.7 The bidding is open to National/International Competitive Bidding as indicated in the Bidding Data.

IB.2 One Bid per Bidder

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

IB.3 Cost of Bidding

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

IB.4 Site Visit

- 4.1 The Bidders are advised to visit and inspect the Location of Delivery 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 Supply of Goods. All cost in this respect shall be at the bidder's own expense.

- 4.2 The Bidders and any of their personnel or agents will be granted permission by the Purchaser 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 Purchaser, 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.5 Contents of Bidding Documents

- 5.1 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.

1. Instructions to Bidders
2. Bidding Data
3. Form of Bid and Appendices to Bid
4. Schedules to Bid
 - (i) Schedule A: Price Schedule for Goods to be offered from within the Purchaser's country
 - (ii) Schedule B: Price Schedule for Goods to be offered from outside the Purchaser's country
 - (iii) Schedule C: Manufacturer's Authorization
 - (iv) Schedule D: List of Goods
 - (v) Schedule E: Delivery and Completion Schedule
 - (vi) Schedule F: Inspection and Tests to be carried out
5. General Conditions of Contract (GCC), Part-I
6. Particular Conditions of Contract (PCC), Part-II
7. Standard Forms
 - (i) Form of Bid Security
 - (ii) Form of Performance Security
 - (iii) Form of Contract Agreement
 - (iv) Form of Advance Payment Security

- 8. Specifications.....Special & Technical Provisions
- 9. Drawings

5.2 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, bids which are not substantially responsive to the requirements of the Bidding Documents will be rejected.

IB.6 Clarification of Bidding Documents

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

IB.7 Amendment of Bidding Documents

7.1 At any time prior to the deadline for submission of bids, the Purchaser 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.

7.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub-Clause 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 Purchaser.

7.3 To afford prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may extend the deadline for submission of bids in accordance with Clause.

C. PREPARATION OF BIDS

IB.8 Language of Bid

8.1 The bid as well as all correspondence and documents related to the bid exchanged by a bidder and the Purchaser shall be in the bid language stipulated in the Bidding Data 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.9 Documents Comprising the Bid

9.1 Each Bidder shall:

submit a written power of attorney authorizing the signatory of the bid to act for and on behalf of the Bidder;

9.2 Bids submitted by a joint venture of two (2) or more firms shall comply with the following requirements:

- (a) The bid and in case of a successful bid, the Form of Contract Agreement shall be signed so as to be legally binding on all partners;
- (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 Purchaser regarding all matters related with and/or incidental to the supply of Goods as per the terms and Conditions of Contract 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 Contract Agreement (in case of a successful bid); and
- (e) A copy of the agreement entered into by the joint venture partners shall be submitted with the bid stating the conditions under which it 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. No amendments / modifications whatsoever in the joint venture agreement shall be agreed to between the joint venture partners without prior written consent of the Purchaser.

IB.10 Bid Prices

- 10.1 The Bidder shall submit the Form of Bid using the form attached herewith. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
- 10.2 The Bidder shall submit the Price Schedules for Goods, according to their origin as appropriate, using the forms furnished in Appendices to Bid along with

Manufacturer,s Authorization (on the format provided) in case the Bidder is not himself the manufacturer

- 10.3 Unless stated otherwise in the Bidding Documents (in Lots under Schedule D to Bid), the Contract shall be for the whole of the Goods as described in Sub-Clause based on the unit rates and/or prices submitted by the bidder.
- 10.4 The Bidders shall fill in rates and prices for all items of the Goods described in the Price Schedules. Items against which no rate or price is entered by a bidder will not be paid for by the Purchaser when delivered and shall be deemed covered by rates and prices for other items in the Price Schedules.
- 10.5 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 dealt as per Clause of the General Conditions of Contract.
- 10.6 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 15 of the General Conditions of Contract. The Bidders shall furnish the prescribed information for the price adjustment formulae if required under of General Conditions of Contract, and shall submit with their bids such other supporting information as required under the said Clause.

IB.11 Currencies of Bid and Payment

- 11.1 The unit rates and the prices shall be quoted by the Bidder entirely in Pak rupees.

IB.12 Documents Establishing the Conformity of the Goods to the Bidding Document

- 12.1 To establish the conformity of the Goods to the Bidding Document, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods and be supplied conform to the specified requirements.
- 12.1 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item-by-item description of the essential technical and performance characteristics of the Goods.
- 12.2 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Delivery and Completion Schedule , are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction,

that the substitutions ensure substantial equivalence or are superior to those specified in Delivery and Completion Schedule of Supply.

IB.13 Bid Security

- 13.1 Each Bidder shall furnish, as part of his bid, a Bid Security in the amount stipulated in the Bidding Data in Pak Rupees or an equivalent amount in a freely convertible currency.
- 13.2 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Purchaser as non-responsive.
- 13.3 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.
- 13.4 The Bid Security of the successful Bidder will be returned when the Bidder has furnished the required Performance Security and signed the Contract Agreement.
- 13.5 The Bid Security may be forfeited:
 - (a) If the Bidder withdraws his bid except as provided in Sub-Clause 26.1;
 - (b) If the Bidder does not accept the correction of his Bid Price; or
 - (c) In the case of successful Bidder, if he fails within the specified time limit to:
 - (i) Furnish the required Performance Security; or
 - (ii) Sign the Contract Agreement.

IB.14 Format and Signing of Bid

- 14.1 Bidders are particularly directed that the amount entered on the Form of Bid shall be for performing the Contract strictly in accordance with the Bidding Documents.
- 14.2 All Appendices and Schedules to Bid are to be properly completed and signed.
- 14.3 No alteration is to be made in the Form of Bid nor in the Appendices and Schedules 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.

- 14.4 Each Bidder shall prepare by filling out the forms completely and without alterations one (1) original and number of copies, specified in the Bidding Data, of the documents comprising the bid as described and clearly mark them "ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them, the original shall prevail.
- 14.5 The original and all copies of the bid shall be typed or written in indelible ink (in the case of copies, Photostats are also acceptable) and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder pursuant to Sub- Clauses thereof. All pages of the bid shall be initialled and stamped by the person or persons signing the bid.
- 14.6 The bid shall contain no alterations, omissions or additions, except to comply with instructions issued by the Purchaser, or as are necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the bid.
- 14.7 Bidders shall indicate in the space provided in the Form of Bid 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.
- 14.8 Bidders should retain a copy of the Bidding Documents as their file copy.

D. SUBMISSION OF BIDS

IB.15 Deadline for Submission of Bids

- 15.1 (a) Bids must be received by the Purchaser at the address specified no later than the time and date stipulated in the Bidding Data.
- (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.
- 15.2 The Purchaser may, at his discretion, extend the deadline for submission of bids by issuing an amendment in accordance, in which case all rights and obligations

of the Purchaser and the Bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

IB.16 Late Bids

- 16.1 (a) Any bid received by the Purchaser after the deadline for submission of bids prescribed 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.

E. BID OPENING AND EVALUATION

IB.17 Bid Opening

- 17.1 The Purchaser will open the bids, including withdrawals, substitution and modifications made in the presence of Bidders' representatives who choose to attend, at the time, date and location stipulated in the Bidding Data. The Bidders' representatives who are present shall sign a register evidencing their attendance.
- 17.2 Envelopes marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted shall not be opened.
- 17.3 The Bidder's name, total Bid Price and price of any Alternate Proposal(s), any discounts, bid modifications, substitution and withdrawals, the presence or absence of Bid Security, and such other details as the Purchaser may consider appropriate, will be announced by the Purchaser at the opening of bids.
- 17.4 Purchaser shall prepare minutes of the bid opening, including the information disclosed to those present in accordance.

IB.18 Process to be Confidential

- 18.1 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 Purchaser'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 (15) 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.19 Clarification of Bids

- 19.1 To assist in the examination, evaluation and comparison of bids, the Purchaser 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 Purchaser in the evaluation of the bids in accordance.

IB.20 Correction of Errors

- 20.1 Bids determined to be substantially responsive will be checked by the Purchaser for any arithmetic errors. Errors will be corrected by the Purchaser 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 Purchaser 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.
- 20.2 The amount stated in the Form of Bid will be adjusted by the Purchaser 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.

IB.21 Evaluation and Comparison of Bids

- 21.1 The Purchaser will evaluate and compare only the Bids determined to be substantially responsive in accordance.
- 21.2 In evaluating the Bids, the Purchaser will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:
- (a) Making any correction for errors.

- (b) Excluding Provisional Sums and the provision, if any, for contingencies; and
 - (c) making an appropriate adjustment for any other acceptable variation or deviation from specification or performance criteria
- 21.3 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.
- 21.4 If the Bid of the successful Bidder is seriously unbalanced in relation to the Purchaser's estimate of the cost of Goods to be delivered under the Contract, the Purchaser may require the Bidder to produce detailed price analyses for any or all items of the Price Schedules to demonstrate the internal consistency of those prices with the manufacturing methodology and schedule proposed. After evaluation of the price analyses, the Purchaser may require that the amount of the Performance Security set at the expense of the successful Bidder to a level sufficient to protect the Purchaser against financial loss in the event of default of the successful bidder under the Contract.

IB.22 Post Qualification of the Bidder

- 22.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive Bid is qualified to perform the Contract satisfactorily.
- 22.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder.
- 22.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

F. AWARD OF CONTRACT

IB.23 Award

- 23.1 The Purchaser 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.

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

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

IB.24 Purchaser's Right to Accept any Bid and to Reject any or all Bids

- 24.1 Notwithstanding Clause IB.34, the Purchaser 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.
- 24.2 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods originally specified in Delivery and Completion Schedules, provided this does not exceed the percentages indicated in the Bidding Data, and without any change in the unit prices or other terms and conditions of the Bid and the Bidding Document.

IB.25 Notification of Award

- 25.1 Prior to expiration of the period of bid validity prescribed by the Purchaser, the Purchaser will notify the successful Bidder in writing ("Letter of Acceptance") that his Bid has been accepted. This letter shall name the sum which the Purchaser will pay the Contractor in consideration of the delivery of Goods by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called the "Contract Price").
- 25.2 No Negotiation with the Bidder having evaluated as lowest responsive or any other Bidder shall be permitted, however, Purchaser may seek clarification in writing to clarify any item in the bid evaluation report; and response of the Bidder shall also be in writing.
- 25.3 The notification of award and its acceptance by the Bidder will constitute the formation of the Contract, binding the Purchaser and the Bidder till signing of the formal Contract Agreement.

- 25.4 Upon furnishing by the successful Bidder of a Performance Security, the Purchaser will promptly notify the other Bidders that their Bids have been unsuccessful and return their bid securities.

IB.26 Performance Security

- 26.1 The successful Bidder shall furnish to the Purchaser a Performance Security in the form and the amount stipulated in the Bidding Data and the Conditions of Contract within a period of 28 days after the receipt of Letter of Acceptance.
- 26.2 Failure of the successful Bidder to comply with the requirements of Sub-Clause IB.37.1 or Clauses IB.38 or IB.40 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

IB.27 Signing of Contract Agreement

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

IB.28 General Performance of the Bidders

The Purchaser reserves the right to obtain information regarding performance of the bidders on their previously awarded contracts. The Purchaser may in case of consistent poor performance of any Bidder as reported by the purchasers of the previously awarded contracts, inter alia, reject his bid and proceed in accordance with Rule 19 of the Public Procurement Rules 2004 to 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 supply of Goods.

IB.29 Integrity Pact

The Bidder shall sign and stamp the Integrity Pact provided to Bid in the Bidding Documents for all Federal Government procurement contracts exceeding Rupees ten million. Failure to provide such Integrity Pact shall make the bidder non-responsive.

IB.30 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.

(17)

**BIDDING
DATA**

Bidding Data

The following specific data for the Works to be bidden shall complement, amend, or supplement the provisions in the Instructions to Bidders. Wherever there is a conflict, the provisions herein shall prevail over those in the Instructions to Bidders.

Instructions to Bidders

Clause Reference

1.1 Name and address of the Purchaser & Summary of Engineering Goods to be procured:

*The Vice Chancellor through the Project Director Shaheed Benazir Bhutto University
Shaheed Benazirabad*

1.2 The bidding is open to National competition as per policy of the government

1.3 Bid language:

*[The same language in which the Bidding Documents are written. English, should be
used in National/International Competitive Bidding.]*

1.4 Furnish Technical Proposal:

The bidder to submit a technical proposal in sufficient detail to demonstrate the adequacy of the bid meeting requirements for timely delivery of Goods i.e supply of Goods.

1.5 Currencies of Bid and Payment:

*Bidders to quote entirely in Pak. rupees but specify the percentages of foreign currency
they require.*

1.6 Period of Bid Validity:

90 days from the opening of Financial Bid.

1.7 Amount of Bid Security:

2% of Bid Amount in favour of Employer in form of Bank from a Scheduled Bank in Pakistan.

Venue: Project Director Office Shaheed Benazir Bhutto University Shaheed Benazirabad
near Landhi Nawabshah.

(INTEGRITY PACT)

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.
PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN
CONTRACTS WORTH RS. 10.00 MILLION OR MORE**

Contract No. _____ Dated _____
Contract Value: *[To be filled in at the time of signing of Contract]*
Contract Title: _____

..... [name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan (GoP) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoP through any corrupt business practice.

Without limiting the generality of the foregoing, [name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

[name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[name of Supplier] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [name of Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

Name of Buyer:
Signature:

Name of Seller/Supplier:
Signature:

[Seal]

[Seal]

Manufacturer's Authorization

Date: _____

Bid Reference No.: _____

Invitation for Bid No.: _____

To: _____

WHEREAS _____ who are official manufacturers of _____ having factories at _____ do hereby authorize _____ to submit a Bid in relation to the Invitation for Bids indicated above, the purpose of which is to provide the following Goods, manufactured by us _____ and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm in reply to this Invitation for Bids

Name _____

In the capacity of: _____

Signed _____

Duly authorized to sign the Authorization for and on behalf of _____

Date _____

FORM OF CONTRACT AGREEMENT

THIS AGREEMENT made on the _____ day of _____, 20____, between _____ of _____ (hereinafter "the Purchaser"), of the one part, and _____ of _____ (hereinafter called "the Supplier"), of the other part:

WHEREAS the Purchaser invited bids for certain Goods viz., _____ and has accepted a Bid by the Supplier for the supply of those Goods in the sum of _____ (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Purchaser's Notification to the Supplier of Award of Contract (Letter of Acceptance);
 - (b) the Form of Bid and the Price Schedules submitted by the Supplier;
 - (c) the Particular Conditions of Contract; Part-II
 - (d) the General Conditions of Contract; Part-I
 - (e) the Schedule to Bid (other than Price Schedule);
 - (f) Appendices to Bid;
 - (g) Specifications;
 - (h) Drawings; and
 - (i) Any other Item

This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

3. In consideration of the payments to be made by the Purchaser to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS the parties hereto have caused this Agreement to be executed in accordance with the laws of _____ on the day, month and year indicated above.

Signature of the Supplier

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

(Name, Title and Address)

Signature of the Purchaser

(Seal)

Witness

(Name, Title and Address)

DC Inverter Split						
S.No	Description	Qty	Unit	Rate	Amount (Rs)	
1	Supply, Installation & Testing of Mitsubishi/Gree/General or equivalent DC Inverters split 1 Ton complete set with upto 20 ft PPRC pipe & fitting for AC condensates drain dia 1-1/4" with clips & wire of 110/0.0076 up to 15 feet each A/C	16	No			
					Total Amount Rs.	

Contractor

Executive Engineer/Procuring Agency



Shaheed Benazir Bhutto University, Shaheed Benazirabad
Knowledge - Commitment - Leadership

No:SBBU/Reg/Admn/ 557
Dated: 10/04/2017.

Registrar

Notification:

In continuation of this office notification no. SBBU/Reg/Admn/758 dated: 10.05.2016 and in accordance with SPP Rules-2010, the procurement committee is reconstituted to examine and evaluate the bids received from the contractors for the establishment of Shaheed Benazir Bhutto University, Shaheed Benazirabad.

- | | |
|---|--------|
| 01. Prof. Dr. Bashir Ahmed Memon
Dean, Faculty of Engineering,
QUEST, Nawabshah | Member |
| 02. Mr. Roshan Ali Siyal
Director Finance, SBBU, SBA | Member |
| 03. Mr. Faheem Ahmed Soomro
XEN, SBBU, SBA | Member |


Registrar

Copy to:

1. The Secretary to the Vice Chancellor, SBBU, SBA.
2. All Concerned.
3. Master File.



Shaheed Benazir Bhutto University, Shaheed Benazirabad
Knowledge - Commitment - Leadership

No:SBBU/Reg/Admn/ 555
Dated: 10/04/2017.

Registrar

Notification:

In continuation of this office no SBBU/Registrar/2041 dated: 15.12.2016, the Redressal Committee is reconstituted as under to address the grievances of Contractors as per TOR and give recommendations or otherwise for approval of the Competent Authority.

- | | |
|--|--------|
| 01. Dr. Liaquat Ali Zardari
Associate Professor, SBBU, SBA | Member |
| 02. Mr. Hassan Jan Chingezi
Assistant Accounts Officer
Distt: Accounts Office, SBA | Member |
| 03. Mr. Faheem Ahmed Soomro
XEN, SBBU, SBA | Member |

The Term of Reference.

- Maintenance of the University.

These issues with approval of the Competent Authority.


Registrar

Copy to:

1. The Secretary to the Vice Chancellor, SBBU, SBA.
2. All Concerned.
3. Master File.