



**SHAHEED MOHTARMA BENAZIR BHUTTO  
MEDICAL UNIVERSITY LARKANA**

**Office of the Project Director**

**"Establishment of SMBB Medical University, Larkana"**



www.smbbmu.edu.pk, pd@smbbmu.edu.pk

NO.SMBBMU/PD/2018/213

Dated: 28<sup>TH</sup> MAY, 2018

To,

**The Director (A&F),**

Sindh Public Procurement Regulatory Authority  
(SPPRA), Services General Administration &  
Coordination Department, Government of Sindh,  
Barrack No. 8, Sindh Secretariat No.04-A, Court Road,

**KARACHI**

Ph. No. 021-9205356-69.

**SUBJECT: HOISTING THE TENDER DOCUMENTS.**  
***"Supply of Water Bowser 1000 Gallon"***  
***Establishment of SMBB Medical University, Larkana"***

Kindly find enclosed herewith the copy of NIT, Tender Documents, Procurement & Complaint Redressal Committees, Procurement Plan along with the Original pay order of Rs. 2000/= in the name of Director (A&F) SPPRA, Karachi, Sindh.

Therefore kindly hoist the attached related Tender documents on the official website of SPPRA.

**Engr. Shahnaila Gul**  
**Project Director**

**Copy forwarded for information to:**

- Registrar, SMBB Medical University, Larkana
- Deputy Director Finance, SMBB Medical University, Larkana
- P.S to Vice Chancellor, SMBB Medical University, Larkana.
- Office Record.

SPPRA INWARD DIARY  
NO : 9620  
DATED : 29.05.2018



SHAHEED MOHTARMA  
**BENAZIR BHUTTO**  
MEDICAL UNIVERSITY LARKANA



Tel:+92-331-3919750, +92-333-7542794

**NOTICE INVITING BID/ TENDER**

Shaheed Mohtarma Benazir Bhutto Medical University Larkana invites Sealed Bids from manufacturers/ authorized distributors/ authorized dealers (Registered with Sales Tax & Income Tax Department) on "single stage single envelope basis" having vast experience in respective field for following item.

S. No	Description	Tender Fees	Earnest Money	Estimated Amount	Time
1	Water Bowser 1000 Gallon	1,200/	2 %	Rs. 415,136/=	1 Month

Tender documents can be obtained on payment of Tender Fee in shape of Demand Draft/Pay Order of **Rs. 1,200/-** (Non-Refundable) in favor of Shaheed Mohtarma Benazir Bhutto Medical University, Larkana from the Office of The Project Director on any working day.

Date of issuing the Tender from 4th June, 2018 to 21st June, 2018 at 11:00 AM, Technical & Financial on the same day, 21st June, 2018.

Bid Security 2% of the tender amount (refundable) in the shape of Demand Draft/ Pay Order in favor of Project Director Establishment of Shaheed Mohtarma Benazir Bhutto Medical University, Larkana must be attached with the bid documents.

SMBBMU has the right to accept or reject any or all bids as per SPPRA provision.

The tender will be available on SPPRA website <http://www.pprasindh.gov.pk/> and Shaheed Mohtarma Benazir Bhutto Medical University, Larkana website <http://www.smbbmu.edu.pk/>

**PROJECT DIRECTOR (BY THE ORDERS OF VICE CHANCELLOR)**  
**SHAHEED MOHTARMA BENAZIR BHUTTO MEDICAL UNIVERSITY, LARKANA**



**SHAHEED MOHTARMA BENAZIR BHUTTO  
MEDICAL UNIVERSITY LARKANA**

Office of the Project Director

"Establishment of SMBB Medical University, Larkana"



www.smbbmu.edu.pk, pd@smbbmu.edu.pk

NO.SMBBMU/PD/2018/214

Dated: 28<sup>th</sup> May, 2018

**FUTURE PROCUREMENT PLAN FOR CFY-2017-18**  
**AT ESTABLISHMENT OF SMBB MEDICAL UNIVERSITY, LARKANA**

S. No.	Description	Month	Amount in Million
1	Purchase of Furniture & Fixture for Establishment of SMBB Medical University, Larkana	July, 2018	14.975
2	Books & Generals for Establishment of SMBB Medical University, Larkana		5.000
3	Laboratory Equipment's for Teaching Research for Establishment of SMBB Medical University, Larkana	August, 2018	99.600
4	Networking Computerization for Establishment of SMBB Medical University, Larkana		34.580
5	Office & Teaching Equipment's for Establishment of SMBB Medical University, Larkana		5.956
6	Laboratory Consumable Glass Wares Chemicals Etc. for Establishment of SMBB Medical University, Larkana		9.000

Project Director



# SHAHEED MOHTARMA BENAZIR BHUTTO

MEDICAL UNIVERSITY LARKANA, SINDH, PAKISTAN

Phone: (92)-074-9410907, 074-9410724, Fax 074-4752408, PABX: 9410717  
www.smbbmu.edu.pk, Email: registrar@smbbmu.edu.pk, info@smbbmu.edu.pk



No. SMBBMU/REG/ 1076

Dated: 24/05/2018

## OFFICE ORDER

As per Rule #31 of SPP Act, 2009 with SPP Rules 2010 (Amended 2017), the honourable Vice Chancellor, SMBB Medical University, Larkana is pleased to constitute the **Complaint Redressal Committee** for tender titled "Purchase of Water Bowser", for establishment Shaheed Mohtarma Benazir Bhutto Medical University Larkana, of the followings:-

- i. Dr. Afsar Ali Bhutto Chairman  
Registrar  
SMBB Medical University, Larkana
- ii. ✓ Engr. Shahnawaz Jamali Member  
Assistant Engineer (Electrical)  
For project Establishment of SMBB Medical University Larkana
- iii. Mr. Ayaz Ali Rajpar Member  
Deputy Director Finance  
SMBB Medical University, Larkana

**TORs:-** The Committee will review and give its deliberations on the compliance / objections raised by the contesting venders / bidders as per SPP Rules 2010 (Amended 2013) Rule # 31.

  
(DR. AFSAR ALI BHUTTO)  
REGISTRAR

### ***Copy forwarded for information to:***

- The Managing Director, Sindh Public Procurement Regulatory Authority, Government of Sindh, Karachi.
- All above Respected members.
- The Project Director, Project titled "Establishment of Water Testing & ASV Laboratory at SMBB Medical University Larkana"
- P.S to Vice Chancellor, SMBBMU, Larkana
- Office Copy.



# SHAHEED MOHTARMA BENAZIR BHUTTO

MEDICAL UNIVERSITY LARKANA, SINDH, PAKISTAN

Phone: (92)-074-9410907, 074-9410724, Fax 074-4752408, PABX: 9410717

www.smbbmu.edu.pk, Email: registrar@smbbmu.edu.pk, info@smbbmu.edu.pk



No. SMBBMU/REG/1078

Dated 24/05/2018

## OFFICE ORDER

As per Rule #7 of SPP Act, 2009 with SPP Rules 2010 (Amended 2017), the honourable Vice Chancellor, SMBB Medical University, Larkana is pleased to constitute the **Procurement Committee** for tender titled “Purchase of Water Bowser” for establishment Shaheed Mohtarma Benazir Bhutto Medical University Larkana, of the followings:-

1. **Dr. Abdul Rauf Khaskheli** Chairman  
Chairman Department of Pharmacy  
SMBB Medical University Larkana
2. **Engr. Shoeb Shaikh** Member  
Assistant Engineer (Civil)  
For project Establishment of SMBB Medical University Larkana
3. **Engr. Ghulam Murtaza** External Member  
Associate Engineer (Civil) B.I.S.E Larkana

### TORs: Rule (8): The Procurement Committee Shall be responsible for:-

- i. Preparing Bidding Document.
- ii. Carrying out Technical as well as Financial Evaluation of the Bids.
- iii. Preparing Evaluation Report as provided in Rule 45.
- iv. Making recommendation for the award of the contract to the Competent Authority.
- v. Perform any other function ancillary and incidental to the above.

  
(DR. AFSAR ALI BHUTTO)  
REGISTRAR

### Copy forwarded for information to:

- The Managing Director, Sindh Public Procurement Regulatory Authority, Government of Sindh, Karachi.
- All above Respected members.
- The Project Director, Project titled “Establishment of Water Testing & ASV Laboratory at SMBB Medical University, Larkana”
- P.S to Vice Chancellor, SMBBMU, Larkana
- Office Copy.



*Tender Fee: Rs.1,200/-  
(Non-Refundable)*

**Shaheed Mohtarma Benazir Bhutto  
Medical University, Larkana**

**TENDER FORM**

**Tender # WB/18/2017-18**

**Work of Supplying Water Bowser 1000 Gallon at SMBB  
Medical University, Arija Larkana**

**Date of Issue : Monday, June 04, 2018**  
**Last Date of Submission : Thursday, June 21, 2018 (11:00 am)**  
**Date of Opening (Technical) : Thursday, June 21, 2018 (11:30 am)**  
**Date of Opening (Financial) : Thursday, June 21, 2018 (11:30 am)**

**Pay Order / Demand Draft # ....., Drawn on Bank.....**

**Amount of Rs..... Dated.....**

# C O N T E N T S

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## **1. Introduction**

*Dear Tenderer,*

Thank you for the interest you have shown in response to the SMBBMU's advertisement which has floated on website of SMBBMU & SSPRA website for Printing & Supply of Examination Material.

The Shaheed Mohtarma Benazir Bhutto Medical University, Larkana is premier educational institute in Upper Sindh imparting quality education to the nation. We are interested to Supply of Water Bowser 1000 Gallon for the project, "Establishment of SMBB Medical University, at Airport Road, Arija".

We expect to avail services/works/items of high standards to meet our prime & basic specifications through this transaction.

Please feel free to contact on 0331-3919750 or [pd@smbbmu.edu.pk](mailto:pd@smbbmu.edu.pk) for any information and query.

Thank you.

***Project Director***






**(NOTE SHEET)**

**Subject: RETURN OF NOTICE INVITING TENDER**

○ PUC is NIT received from SMBBMU, Larkana vide no: SMBBMU/XEN/2018/759 dated 03-04-2018 received on this Authority 29-05-2018 and same is returned (in original) with advise that your agency is already registered in Procurement Performance Management System (PPMS). Therefore, in future upload your NIT & other document(s) on PPMS, and strictly comply with the rules.

2. Submitted for perusal.

3. **Assistant Director (Assessment)**

  
29/05/18  
ASSISTANT

## 2. SCOPE OF WORK

Shaheed Mohtarma Benazir Bhutto Medical University Arija Airport Road Moen Jo Daro intends to procure Water Bowser in accordance with the drawings and specifications appended here to. The work of plantation is in process and water bowser is required of plantation and other general purposes.

The scope of contract for this bid shall be supplying the Water Bowser of 1000 Gallon at the Establishment of SMBB Medical University, Arija airport road Larkana

The Owner may increase or decrease the quantum of work given in BOQ at his sole discretion and no such increase or decrease shall give rise to any claim or compensation in this account as per rule 16 (e) i.

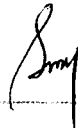
The scope of work given in Contract Document includes items based on unit rates as indicated market rate specifications indicated in Technical Specification of Tender Documents.



### **3. Instructions**

- (a) Shaheed Mohtarma Benazir Bhutto Medical University, Larkana expects that aspirant printers should furnish all the required documents to ensure a transparent and genuine presentation. Therefore, it is necessary to fill in the Tender Form meticulously and sign & stamp each and every page. Moreover, attach required supporting document according to the requirement.
- (b) It is of utmost important to fill in the Tender Form in writing in ink or type. Do not leave any column/item blank. If you want to leave the item/column un-answered please, write “Doesn’t Apply/Doesn’t Arise”. If you need more space please attach a paper & clearly mention item/column name or number etc. that referred the column/item of the Tender Form.
- (c) Tender Documents can be obtained from the <http://smbbmuh.edu.pk/announcements/tender>. The Tender Fees Rs. 1,200/- shall be paid through Demand Draft/ Pay Order in favor of **Project Director, Shaheed Mohtarma Benazir Bhutto Medical University, Larkana**. *The copy of D.D/P.O will be attached with the Tender Documents.*
- (d) The last date of submit the Tender Documents in sealed envelope on June, 21, 2018 by 11:00 AM in the **Office of the Project Director, Establishment of Shaheed Mohtarma Benazir Bhutto Medical University, Airport Road, Arija**. The Tender will be opened on same day at 11:30am in the presence of representatives who may care to attend.
- (e) **Bid Security** of 2% of total charges will be submitted along with Tender Documents in shape of PAY ORDER / DEMAND DRAFT only in the name of **Project Director, Shaheed Mohtarma Benazir Bhutto Medical University, Larkana**.
- (f) Kindly mentioned “**Tender Number**” at top left corner of the envelope.
- (g) Sample of any item can only be collected from the Office of the of **Project Director, Shaheed Mohtarma Benazir Bhutto Medical University, Larkana** only in official timings. *Note: Saturday & Sunday is holiday.*
- (h) Tender Document are also available at the Office of **Project Director, Shaheed Mohtarma Benazir Bhutto Medical University, Larkana**

\_\_\_\_\_  
Stamp & Signature



## 4. GENERAL CONDITIONS OF CONTRACT

### DEFINITIONS AND INTERPRETATIONS

#### 1.1 Definitions

In the contract (as hereinafter defined) the following words and expressions shall all have the meanings herein assigned to them unless the context otherwise requires:

- a) OWNER means the Project Director Shaheed Mohtarma Benazir Bhutto Medical University at Larkana- Sindh legal successors and assignees.
- b) ENGINEER means the person or agency for the time being or from time to time designated or appointed in writing by the consultant to represent them and to perform the duties set-forth in Article-4 hereof.
- c) ASSOCIATE means a firm / company hired to work in the trades of Electrical Installations / Air-Conditioning Installations or any other special trade having valid P.E.C. License in relevant category and also valid license issued by Electrical Inspector or by any other license granting Agency for the respective trades.
- d) WORKS means Supplying of Water Bowser at Shaheed Mohtarma Benazir Bhutto Medical University at Larkana-Sindh by virtue of the contract to be executed, whether temporary or permanent and whether original, altered, substituted or additional in accordance with the contract.
- e) CONTRACTOR means the person, firm or company whose Tender has been accepted by the OWNER and includes the contractor's representatives, successors and permitted assignees.
- f) "DRAWINGS" means the drawings showing the related details of architectural, of the item
- g) "SITE" means the land and other places on, under over, in or through the works are to be executed or carried out and any other lands or places provided by the owner for the purpose of the contract together with such other places as may be specified in or pursuant to the contract as forming part of the site.
- h) "TENDER" means the offer tendered by the Contractor for the works governed but the contract.



- i) "SPECIFICATIONS" means directions, provisions and requirements contained in the drawings or in the nomenclature or descriptions given in the contract documents and /or the verbal instructions of the consultants.
- j) "CONTRACT DOCUMENT" means and includes the letter of work Award, agreement, conditions of contracts, specifications, schedule of quantities, Tender Drawings, details, sketches Performance / Bank Guarantee, Insurance Policies and all other papers pertaining to the construction work of this project. It shall also include any and all supplementary documents which may be necessitated to complete the work as required by the Owner through Consultant.
- k) "APPROVED" means approved in writing by Owner through Consultants.

2. SINGULAR & PLURAL

Words purporting the singular include the plural and vice-versa

3. EXECUTION OF WORK

All works to be executed under the contract shall be executed under the overall direction and subject to the approval in all respect of the OWNER.

4. ENGINEER

4.1 Duties and Power of the Engineer

The duties and power of the Engineer are to which and supervise the works and to test and examine any materials to be used or work man ship employed in connection with the works. He shall have no authority to relieve the contractor of any of his duties or obligations under the contract nor to make any variation of or in the works nor except as expressly provided hereunder order any works involving delay or any extra payment but the OWNER. The OWNER may from time to time in writing delegate to the Engineer Consultant any pf the powers and authorities and shall furnish to the contractor a company of all such written delegations of powers and authorities and also of any revocation thereof.

Any written instructions or written approval given by the Engineer to the contractor within the terms of such delegations (but not otherwise) shall bind the contractor and the OWNER provided always as follows:

- I. Failure of the Engineer to disapprove any work or material shall not prejudice the power of the Owner thereafter to disapprove such work or materials and to order the pulling down, removal or breaking up thereof.
- II. If the contractor shall be dis-satisfied by reason of any decision of the Engineer, he shall be entitled to refer the matter to the Owner who shall thereon confirm,



reverse or vary such decision. The Owner's decision in such a case shall be final and binding upon the contractor.

- III. The fact that the Owner or Engineer for whatever reasons, fail to detect defect in the layout or in the quality of the works executed shall not relieve the contractor of his liability for rectifying the said defects in the layout or in the quality of the works at his own cost.

4.2. Emergency Powers of the Engineer.

Notwithstanding the provisions of section 4.1 hereof, if in opinion of the Engineer an emergency occurs affecting the safety of life or of the works or adjoining property he may direct the contractor in writing to carry out all such work or to do all such things as may be necessary in his opinion to abate or reduce the risk. The contractor shall forthwith comply without appeal with any such direction of the Engineer.

5. CONTRACT DOCUMENTS

5.1. Language

The language according to which the contract is to be constructed and interpreted shall be English.

5.2. Documents Mutually Explanatory

The several documents forming contract are to be taken as mutually explanatory of one another, but in case of ambiguities or discrepancies the same shall be explained and adjusted by the Consultant, who shall hereupon issue to the contractor instructions directing in what manner the work is to be carried out. The provisions of special conditions of contract shall prevail over the General Conditions of contract and General Conditions over those of any other documents forming part of the contract.

6. PERFORMNCE BOND

- a) The contractor shall, within fourteen days after written Letter of Award has been issued by the owner, provide a Performance Security from a schedule bank to be jointly and severally bound with the Contractor to the Owner for the due performance guarantee in the form appended to tender an amount equal to 2% (Two percent) of the Contract Price.(SPPRA Rule 39 read with SPPRA Regulations 7.12.2)
- b) The performance guarantee shall be valid till the completion and end of the period of maintenance. The cost of the Bond so entered into shall be at the sole expense, of the Contractor.
- c) No RA Bill will be processed unless the Performance guarantee is submitted.

6.1. INSURANCE OF WORK ETC.

The contractor shall, insure in the joint names of the Owner and the contractor, against all loss or damage from whatever cause arising for which he is responsible under the terms of the contract and in such manner that the Owner and contractor are covered during the period of the commencement to the




completion of the works and are also covered during the period of maintenance for loss or damage arising from a cause occurring prior to the commencement of the period of maintenance and for any loss or damage occasioned by the Contractor in the course of any operations carried out by him for the purpose of complying with his obligations.

- i. The works and temporary works to the fulfil thereof executed from time to time
- ii. The maintenance, constructional plant and other things brought on to the site by the contractor for the purposes of the contract to the full value of such materials, constructional plant and other things.
  - a) Provided always that without limiting his obligations and responsibilities as aforesaid nothing in this clause contained shall render the contractor liable to insure against the necessity for the repair or reconstruction of any work constructed with materials or workmanship not in accordance with the requirements of the contract.
  - b) Such insurance shall be effected with an insurer and terms approved by the Owner and the Contractor shall whenever required produce to the Owner the original policy or policies of insurance and the receipt for payment of the correct premiums. The contract price shall be deemed to include in the Contractor's cost for the provision of such insurance.
  - c) All money received under any insurance mentioned in the Section shall be applied in or towards the cost of making good the loss or damage which has occurred but his provision shall not affect the contractor's liabilities under the contract.

## 6.2. DAMAGE TO PERSONS AND PROPERTY

The contractor shall (except if and so far as the contract otherwise provides) indemnify and keep indemnified the Owner against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out, or in consequence, of the performance of the contract and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation there to. provided always that nothing herein contained shall be deemed to render the contractor liable for or in respect of or to indemnify the Owner against any compensation or damages for or with respect to:

- i. The permanent use or occupation of land by the work for any part thereof.
- ii. Surface or other damage (caused by tenants or occupiers) to land or plants within the site which land or plants will be disturbed or damaged as an unavoidable result of the execution of the works.
- iii. The right of the Owner to construct the work for any part thereof on, cover, under, in or through any land.



- iv. Interference, whether temporary or permanent with any right of light, air, way, water or support or other easement or quasi easement which is the un avoidable result of the performance of the contracts.

6.3 a) THIRD PARTY INSURANCE

Before commencing the execution of the works, the contractor shall, without limiting his obligations and responsibilities insure and ,and of the duration of the performance of the Contract, keep insured, in the joint names of the Owner and the Contractor against any damage, loss or injury which may occur to any property or to any person( including any employee of the Owner or Engineer or Consultants) by or arising out of the execution of the works or temporary works

b) MINIMUM AMOUNT OF THIRD PARTY INSURANCE

Such insurance shall be effected with an insurance company and in terms approved by the Owners and for at least the amount stated in the tender and the Contractor shall whenever required produced the original policies of insurance and the original receipts for payments of the current premiums. The Contract prices shall be deemed to include the contractor's costs of premium and incidental to the provision of such insurance.

6.4. a) ACCIDENT OR INJURY TO WORKMEN

The Owner shall not be liable for or in respect of any damage or compensation payable in law in respect or in consequence of any accident of injury to any workman or other person in the employment of the Contractor or any of his sub- contractors and the contractor shall indemnify and keep indemnified the Owner against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

b) INSURANCE AGAINST INJURY TO WORKMEN

The contractor shall insure against any such liability with an insurer approved by the Owner and shall continue such insurance during the whole of the time that any persons that are employed by him on the works and shall when required produce to the Owner , in original, such policy of insurance and the receipt for payment of the current premium. provided always that in respect of any persons employed by any of his sub-contractors, the Contractor's obligation to insure as aforesaid under this clause shall be satisfied if the sub- contractor shall have insured against the liability in respect of such persons in such manner that the Owner is indemnified under the policy but the Contractor shall require such sub- Contractor to produce in the original to the Owner when required such policy of insurance and the receipt for payment of the correct premium. The contract price shall be deemed to include the cost of such insurance by the Contractor and his sub- contractors.





6.5 a) REMEDY ON CONTRACTOR'S FAILURE TO INSURE

If the contractor fails to effect and keep in force the insurances or any other insurance which he may be required to effect under the terms of the contract or any applicable Laws /Bye-Laws, then in any case the Owner may (without prejudice to any other right or remedies) effect and keep in force such insurance and pay such premium or premiums as may be necessary for that purpose and from time to deduct the amount so paid by the Owner as aforesaid from any moneys due or which may become due to the Contractor or recover the same as a debt due from the Contractor.

b) CONTRACTOR TO NOTIFY INSURERS

The Contractor shall notify the insurers of any of the insurance any matter or event which by the terms of such insurances are required to be so notified and the Contractor shall indemnify and keep indemnified the Owner against all losses, claims, demands, proceedings, costs, charges and expenses whatsoever arising out of or resulting from any default by the Contractor in employing with the requirements of this section whether on account of the avoidance of any such insurance or otherwise.

7. DAMAGE TO PERSONS AND PROPERTY

The Contractor shall (except if and so for as the contract otherwise provides) indemnify and keep indemnified the Owner against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out, or in consequence, of the performance of the Contract and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto. Provided always that nothing herein contained shall be deemed to render the Contractor liable for or in respect of or to indemnify the Owner against any compensation or damages for or with respect to.

- i The permanent use or occupation of land by the work for any part thereof.
- ii Surface or other damage (caused by tenants or occupiers) to land or plants within the site which land or plants will be disturbed or damaged as an unavoidable result of the execution of the works.
- iii The right of the Owner to construct the work for any part thereof on, cover, under in or through any land.
- iv Interference, whether temporary or permanent with any right of light ,air, way, water or support or other easement or quasi easement which is the unavoidable result of the performance of the contract.

8. GENERAL OBLIGATIONS

8.1. Agreement

The Contractor shall, within fourteen days after the written letter of award has been issued to him by the OWNER, enter into and execute an agreement( to be prepared at the cost of the Contractor) in the form appended to the Tender with such modifications as may be considered necessary by the OWNER.



## 8.2. Site Information

The Contractor shall be deemed to be in possession of all necessary information of the site and its surrounding, to have satisfied himself as to the nature of roads and as to possible interruptions thereto and the access to and exist from the, site to have made inquires as to the available accommodation for his staff and labour, to have made inquires as to the sub soil water levels and the variations thereof, and drains, storms, prevailing winds, climatic conditions generally and other similar matters, to have satisfied himself as to the courses and means of obtaining adequate supplies of skilled and unskilled labour and also all materials required for the works and the transport thereof, to have considered the possibility of delays or inconvenience that may be causes to his operations by any reasons of the breakdown of communications, storms, floods, adverse whether conditions to have acquainted himself as to his liability for payment of Government taxes an other charges, to have examined the contract document generally to have obtained information on all matters whatsoever that might affect the crying out of the works. The Contractor shall not be entitled to any claim if he fails to fulfill his obligation in acquiring the information before submitting his tender.

## 8.3. Works to be done to the satisfaction of the OWNER

The Contractor shall execute, complete and maintain the works in strict accordance with Contract to the satisfaction of the OWNER and the whole of the materials, plant labour and other things to be provided by the Contractor in pursuant to the Contract and the made, quality, manner and speed of execution and maintenance of the works shall be of a kind conducted in a manner to the satisfaction of the OWNER.

## 8.4. Compliance with Owner or Engineer Instructions

The Contractor shall comply and adhere strictly to the Owner instructions and directions (subject to the limitations referred to hereof) from the Resident Engineer on behalf of the OWNER regarding any matter ( whether mentioned in the Contract or not) touching or concerning the works.

### 8.5. a) Contractor's Agent

The Contractor shall with the approval of the Owner (which approval may at any time be withdrawn) employ and arrange whole-time presence of a duly authorized agent or representative at the site. The said agent or representative shall give his whole time superintendence to the works and shall act in harmony with the OWNER. The said agent or representative shall not be removed by the Contractor from the works or the Site without consent in writing of the Owner.

### b) Agent to Receive Instructions

The Agent and representative shall receive on behalf of the Contractor the instructions of the OWNER /CONSULTANTS or (subject to the limitations of Article 3,4,5 hereof) the Engineer.



8.6. Contractor's Employees

The Contractor shall employ in and about the execution and maintenance of the Works and provide at the site:

- i. Only with technical assistants, foremen and leading hands as are careful, skilled and experienced in their respective trades and are competent to give proper supervision to the work they are required to supervise, and
- ii. Such skilled, semi-skilled and unskilled labour as necessary for the proper and timely performance of the Contract.

8.7. Assignment and Sub-Letting Assignment

The Contractor shall not assign the Contractor or any part thereof or any benefit or interest therein or there under without the prior written consent of the Owner.

Subletting

The contractor shall not sub-let the whole of the works, except where otherwise provided by the Contract. The Contractor shall not sub-let any part of the works without the prior consent of the Owner and such consent if given not relieve the Contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any sub-contractor, his agents, servants or workman.

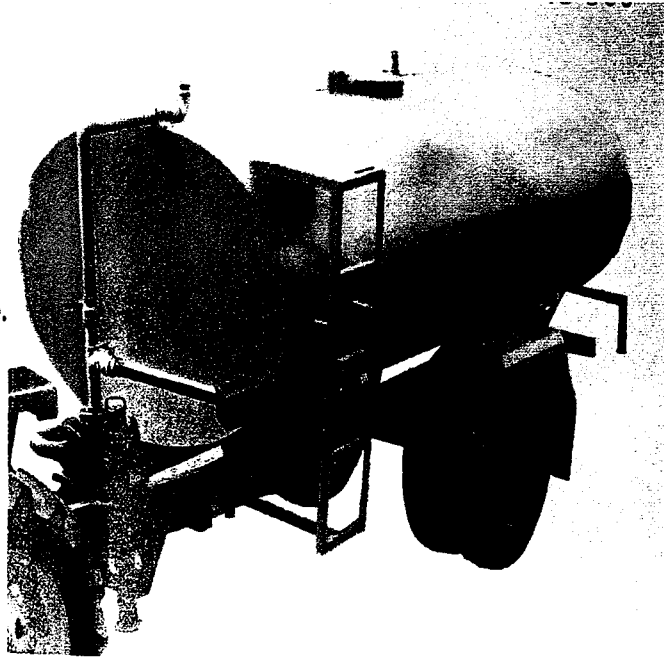
8.8. Security Deposit

- a) The Security Deposit of the contractor to be retained by the Owner shall be 5% of the total cost of the work carried out by the contractor and it shall be deducted from each of the interim bill as well as from the final bill submitted by the contractor and shall be retained by the Owner until the expiry of defects liability period as guarantee of the good workmanship and good material used for the construction of project.
- b) 50% Amount of Security Deposit will be released after issuance of certificate of substantial completion of works by the Consultants and taking over of completed work by Owners.
- c) 50% Amount of Security Deposit will be released after completion of defects Liability Period and after proper handing over by the Contractor and taking over by Owner in writing.



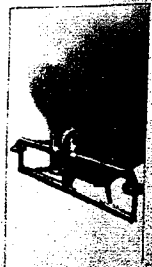
# WATER BOWSER SPECIFICATION

- 2000 liters to 20,000 liters capacity suitable with Tractor tow-able & truck mounted.
- Available in Cylindrical, Oval & Elliptical shapes.
- Large diameter rolled steel tank with internal baffle.
- Top mounted suitable filling points.
- Access ladder to filling points.
- Rear mounted Water Sprinkler.
- Suitable mudguards.
- Heavy Duty trailer for Tow-able water units.



## SPECIFICATION

Water Bowser	1000 Gallon	1500 Gallon
Size	4' x 6' x 8'	4' x 6' x 12'
Main Hole	18"	18"
Wall thickness	3.20 mm	4 mm
Baffle Plate	1	1
Chassis Channel	8"x3"	10" x 3"
Axel Bearing	7513x7516	7516x7518
Axel Pipe	5"	6"
Spray Shower	Included	Included
Mud Guard	Included	Included
Used Rims.	900 - 20 x 2	900 - 20 x 4
Inner Anti-Rust Paint	Included	Included



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**BILL OF QUANTITY**  
**Work of Supplying Water Bowser 1000 Gallon in all**  
**respect at Establishment of SMBB Medical University,**  
**Larkana**  
**Bid Documents**

Item	Description	Unit	Quantity	Rate	Amount
1	Providing and supplying 1000 Gallon water bowser of cylindrical, oval and elliptical shape with tractor towable complete in all respect as per drawing and specification or as per engineer instructions	Job	1		

Project Director



#### 4. Terms & Conditions

The following terms of the purchase are agreed by the manufacturer/ supplier/ distributor:

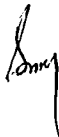
- (i) **Receiving/Acceptance of Purchase Order:** The manufacturers / distributor / supplier will sign the copy of the Purchase Order as acknowledgement.
- (ii) **Delivery Challan:** Copies of Delivery Challan on which the Order Number, Date of Delivery Execution, Quantity, Quality, Specifications, Manufacturer name clearly mentioned. Noncompliance with this condition renders the goods / works liable to non-acceptance. After seven days, SMBBMU, Larkana will not be responsible for any claim(s) / responsibility.
- (iii) **Place of Delivery:** As specified in the Purchase Order unless otherwise informed accordingly.
- (iv) **Delayed Delivery:** 2% penalty of the total amount will be imposed per week for which the manufacturer/supplier/distributor failed to deliver within the delivery/execution period.
- (v) **Inspection:** Physical inspection will be carried out by SMBBMU, Larkana authority. Ordered material is subject to final inspection at the time of delivery.
- (vi) **Quantity:** Competent Authority reserves the right to change/alter/remove any item or article or reduce/enhance quantity without assigning any reason and contractor will abide the instruction.
- (vii) **Condition of Goods:** All items must meet in all respects with the primary specs & conditions of the Order and must be in good condition otherwise they will be liable to reject.
- (viii) **Delivery of Goods:** All the items must be delivered to the Store of the SMBBMU, Larkana and sign receipt with stamp on delivery note should be obtained.
- (ix) **Rejection of Goods:** We reserve the right to cancel any or all the items if material is not in accordance with the primary specification or if the delivery is delayed.
- (x) **Disclosure of Confidential Script/Material:** All rights reserve with the SMBBMU and no information either in written/electronic media/copying form should be disseminated without the permission of the authority. The printer is responsible for providing the soft copies of all material/design in all formats
- (xi) **Termination:** That upon termination of this agreement the service provider shall be permitted to remove all its devices and equipment which may have been placed at premises from the time to time.
- (xii) **Submission of Bills/Invoices:** Invoice/bill, Purchase Order & Delivery Challan should be submitted to the *Office of the* Project Director, Shaheed Mohtarma Benazir Bhutto Medical University, Larkana.
- (xiii) **Advance Payment:** No advance payment.
- (xiv) **Performance Security:** Successful bidder should provide 2% Performance Security of total value of Work Order in the form of Pay Order or Bank Guarantee before submission of invoice. The Performance Security shall extend at least three months beyond the Date of Delivery/Completion of work/Contract. The pay order will be retained in case of any loss to the University or penalty imposed by the University on delay delivery.



- (xv) **Validity of Bid:** Validity is for ninety (90) days.
- (xvi) **Company Profile:** Company Profile be attached with this document along with quoted item specifications.
- (xvii) **Rules, Regulations & Policies:** All rules, regulations and policies will be governed in accordance to the SPPRA & SMBBMU.
- (xviii) **Price / Rate:** Price / rate must be quoted on Tender Form only and submitted in sealed envelope.
- (xix) **Arbitration:** In case of any dispute, difference or and question which may at any time arise between the parties hereto or any person under them, arising out in respect of this letter of intent or this subject matter thereof shall be referred to the Registrar of the SMBBMU and CEO of the manufacturer/supplier/distributor for arbitration/settling of the dispute, failing which the decision of the court law in the jurisdiction of LARKANA binding to the parties.
- (xx) **General Sales Tax:** General Sales Tax will be paid on applicable items only by the company/firm/agency.
- (xxi) **Government tax(es), levi(es) and charges(s):** All Government taxes (including Income tax, stamp duty & SRO), levies and charges will be charged as per applicable rates / denomination of Purchase / Work Order.
- (xxii) **Rights:** SMBBMU reserve the right to accept or reject any or all tender(s) or terminate proceedings at any stage in accordance to the rules & regulations framed by SPPRA. SMBBMU, also reserve the right to issue Purchase Order for any single items to different lowest evaluated bidders or issue Purchase Order for all the items to any lowest evaluated bidder.
- (xxiii) **Financial Proposal:** Financial Proposal(s) of Technically qualified firm(s) only will be opened on **June 21<sup>st</sup> 2018**.
- (xxviii) **Minimum Qualifying Percentage:** is 60%
- (xxiv) **Envelopes:** Envelope of Technical Proposal, Financial Proposal & Bid Security should be further enclosed in an envelope & seal of Company should be affix on opening flaps.
- (xxv) **Stamp Duty:** Stamp duty 0.35% for Goods against total value of Purchase Order will be levied accordingly or as per rule.
- (xxvi) **Turn Over:** Please attached last 3 plus year "*Financial Turnover in terms of Bank Statement or Financial Statement*". **(Compulsory)**
- (xxvii) **Certificates-Sales Tax & Income Tax:** Copy of Sales Tax & Income Tax Certificate should be attached. **(Compulsory)**

**Note:**

**This Terms & Conditions is integral part of contract agreement besides other clauses / articles.**



\_\_\_\_\_  
Stamp & Signature

### 5. Integrity Pact

Declaration of Charges, Fees, Commission, Taxes, Levies etc. payable by the manufacturer/supplier/distributor works;

M/s \_\_\_\_\_, the manufacturer / supplier / distributor hereby declares that:

- (a) Its intention not to obtain the procurement work of any Contract, right, interest, privilege, or other obligation or benefit from the SMBBMU or any Administrative or Financial Offices thereof or any other department under the control of the SMBBMU through any corrupt practice(s).
- (b) Without limiting the generality of the forgoing the manufacturer/supplier/distributor represents and warrants that it has fully declared the charges, fees, commission, taxes, levies etc., paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within the SMBBMU directly or indirectly through any means any commission, gratification, bribe, gifts, kickback whether described as consultation fee or otherwise, with the object of obtaining or including the procurement or service contract or order or other obligations whatsoever from the SMBBMU, except that which has been expressly declared pursuant hereto.
- (c) The manufacturer/supplier/distributor accepts full responsibility and strict liability for making any false declaration/statement, not making full disclosure, misrepresenting facts or taking any action likely to degrade the purpose of declaration, representation and warranty. It agrees that any contract/order obtained aforesaid shall without prejudice to any other right & remedies available to the SMBBMU under any law, contract, or other instrument, be stand void at the discretion of the SMBBMU.
- (d) Notwithstanding any right and remedies exercised by the SMBBMU in this regard, manufacturer/supplier/distributor agrees to indemnify the SMBBMU for any loss or damage incurred by it on account of its corrupt business practice & further pay compensation to the SMBBMU in any amount equivalent to the loss of any commission, gratification, bribe, gifts, kickback given by the company/firm/supplier/agency/service provider as aforesaid for the purpose of obtaining or inducing procurement/work/service or other obligation or benefit in whatsoever from the SMBBMU.

**Note:**

**This integrity pact is mandatory requirement other than auxiliary services / works.**



\_\_\_\_\_  
Stamp & Signature



It is hereby certified that the terms and conditions have been read, agreed upon and signed.

M/s \_\_\_\_\_

Contact Person \_\_\_\_\_

Address \_\_\_\_\_

Tel # \_\_\_\_\_ Fax \_\_\_\_\_

Mobile \_\_\_\_\_ email \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE & STAMP

\_\_\_\_\_  
Stamp & Signature

