



**SHAHEED BENAZIR BHUTTO UNIVERSITY  
SHAHEED BENAZIRABAD**

**TENDER DOCUMENTS**

**FOR**

Repair of Squash court floor and glass in Sports Complex  
of Shaheed Benazir Bhutto University Shaheed  
Benazirabad

**WILL BE**

**OPENED ON**

**27/03/2024**

## **INSTRUCTIONS TO BIDDERS**

1. The Contract resulting from this invitation to tender shall be governed by the SPP Rule 2010.
2. In the event of Tender being submitted by the firm, it must be signed by the contractor /Manufacturer / Dealer / Supplier thereof, in the event of the absence of any partner it must be signed on his behalf by a person holding a power of attorney authorizing to do so.
3. The amount of earnest money deposited shall be Rs. 2% of the maximum quoted value of all items, earnest money should be paid by the contractors through Pay Order / Demand Draft of the scheduled banks in favor of Director Finance, Shaheed Benazir Bhutto University Shaheed Benazirabad **(No other payment will be accepted)**.
4. The procuring Agency reserves the right to call any or all the bidder (s) to give presentation / demonstration for their items/works.
5. The proposal of bid shall be opened publicly at the time, date and venue announced and communicated to the bidders in advance.
6. The bidder has to quote the total value of bids in the financial proposal including all taxes.
7. The income tax, sale tax and all Government taxes shall be deducted at a source on total value of bid.
8. The bidder has to provide the GST registration certificate, NTN Certificate and Sindh Revenue Board registration certificate. The Department while making payments to any supplier / contractor shall deduct according to rule.
9. The Procuring Agency shall have right of rejecting all or any of the tenders as per provisions of SPP Rules 2010.
10. The bidders will supply a sample of the material (if any) for approval (if applicable).

**BIDDING DATA**

- (a). Name of Procuring Agency **Shaheed Benazir Bhutto University, SBA**
- (b). Brief Description of Works **Repair of Squash court floor and glass in sports complex of SBBU, SBA.**
- (c). Procuring Agency's address **SBBU, Sakrand Road landhi stop.**
- (d). Estimated Cost:- \_
- (e). Earnest Money: - **2% of Contract Work** \_
- (f). Period of Bid Validity (days):- **90 DAYS**
- (g) Security Deposit :- **(including bid security):- 5%**
- (h). Percentage, if any, to be deducted from bills: - **Income Tax, GST & SRB (as per rule)**
- (j). Venue, Time, and Date of Bid Opening: - **SBBU, SBA – 11:00 Am @ 27-03-2024**
- (k). Time for Completion from written order of commence: - **02 Months**
- (m). Deposit Receipt No: Date: Amount:
- (n). Bank Guarantee: - **up to 5% of the Bid Amount -----**

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(In words and figures)

## Conditions of Contract

**Clause – 1: Commencement & Completion Dates of work.** The contractor shall not enter upon or commence any portion or work except with the written authority and instructions of the Engineer-in-charge/Project Director/Executive Engineer or of in subordinate-in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

The contractor shall proceed with the works with due expedition and without delay and complete the works in the time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall reckoned from the date on which the order to commence work is given to the contractor. And further to ensure good progress during the execution of the work, contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month, to achieve progress on the prorate basis.

**Clause – 2: Liquidated Damages.** The contractor shall pay liquidated damages to the Procuring Agency at the rate per day stated in the bidding data for each day that the completion date is later than the Intended completion date; the amount of liquidated damage paid by the contractor to the Procuring Agency shall not exceed 10% of the contract price. Procuring Agency may deduct liquidated damages from payments due to the contractor. Payment of liquidated damages does not affect the contractor's liabilities.

### **Clause – 3: Termination of the Contract.**

**(A)** Procuring Agency/Project Director may terminate the contract if either of the following conditions exists:-

- (i) Contractor causes a breach of any clause of the Contract;
- (ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired;
- (iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
- (iv) Contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 45 days of the date of the submission of the bill;

**(B)** The Consultant/Executive Engineer/Procuring Agency has power to adopt any of the following courses as may deem fit:-

- (i) To forfeit the security deposit available except conditions mentioned at a (iii) and (iv) above;
- (ii) To finalize the work by measuring the work done by the contractor.

(C) In the event of any of the above courses being adopted by the Consultant/Executive Engineer/Procuring Agency, the contractor shall have:-

- (i) No claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,
- (ii) However, the contractor can claim for the work done at site duly certified by the Executive Engineer in writing regarding the performance of such work and has not been paid.  
Procuring Agency/Engineer may invite fresh bids for remaining work.

**Clause 4: Possession of the site and claims for compensation for delay.** The Engineer shall give possession of all parts of the site to the contractor. If possession of site is not given by the date stated in the contract data, no compensation shall be allowed for any delay caused in starting of the work on account of any acquisition of land, water standing in borrow pits/ compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

**Clause –5: Extension of Intended Completion Date.** The Procuring Agency either at its own initiatives before the date of completion or on desire of the contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the Executive Engineer in this matter shall be final; where time has been extended under this or any other clause of this agreement, the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement.

When time has been extended as aforesaid, it shall continue to be the essence of the contract and all clauses of the contract shall continue to be operative during the extended period.

**Clause –6: Specifications.** The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Executive Engineer and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-in-charge and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

**Clause – 7:  
Payments.**

- (A) **Interim/Running Bill.** Deleted
- (B) **The Final Bill.** A bill shall be submitted by the contractor within ten days of the date fixed for the completion of the work otherwise Engineer-in-charge's certificate of the measurements and of the total amount payable for the works shall be final and binding on all parties.

**Clause – 8: Reduced Rates.** In cases where the items of work are not accepted as so completed, the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

**Clause – 9: Issuance of Variation and Repeat Orders.**

- (A) Procuring Agency may issue a Variation Order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- (B) Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of  
15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.
- (C) In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- (D) The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.

- (E) In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of competent Authority.
- (F) **Repeat Order:** Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

**Clause-10: Quality Control.**

- (A) **Identifying Defects:** If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Engineer-in-charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.
- (B) **Correction of Defects:** The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.
- (C) **Uncorrected Defects:**
  - (i) In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.
  - (ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

### **Clause – 11: Inspection**

- (A) **Inspection of Operations.** The Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the contractor shall afford every facility for and every assistance in obtaining the right to such access.
- (B) **Dates for Inspection and Testing.** The Engineer shall give the contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

### **Clause – 12: Examination of work before covering up**

- (A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations;
- (B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

**Clause – 13: Risks.** The contractor shall be responsible for all risks of **loss of or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract.** if any damage is caused while the work is in progress or become apparent within **three months** of the grant of the certificate of completion, final or otherwise, the contractor shall make good the same at his own expense, or in default the Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Engineer.



**Clause-14: Measures for prevention of fire and safety measures.** The contractor shall not set fire to any standing jungle, trees, bush-wood or grass without a written permit from the Executive Engineer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including protection of the environment on and off the site. Compensation of all damage done intentionally or unintentionally on or off the site by the contractor's labor shall be paid by him.

**Clause – 15: Disputes.** All disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, , the decision of the Superintending Engineer of the circle/officer/one grade higher to awarding authority shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs drawings, and instructions, hereinbefore mentioned and as to the quality of workmanship, or materials used on the work or as to any other questions, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

**Clause –16: SITE OFFICE AND TEMPERORY FACILITIES TO BE PROVIDED BY THE CONTRACTOR. deleted**

**Clause –17: Financial Assistance /Advance Payment.**

**a. Secured Advance on Materials**

- (1) the materials are in accordance with the Specifications for the Permanent Works and material brought at site should be such that should be consumed within 3 month as per work schedule;
- (2) Such materials have been delivered to the Site and are properly stored and protected against loss or damage or deterioration to the satisfaction of the Engineer but at the risk and cost of the Contractor;
- (3) The Contractor's records of the requirements, orders, receipts and use of materials are kept in a form approved by the Engineer, and such records shall be available for inspection by the Engineer;
- (4) The Contractor shall submit with his monthly statement the estimated value of the materials on Site together with such documents as may be required by the Engineer for the purpose of valuation of materials and

providing evidence of ownership and payment therefore;

- (5) Ownership of such materials shall be deemed to vest in the Employer and these materials shall not be removed from the Site or otherwise disposed of without written permission of the Employer; and
- (6) The sum payable for such materials on Site shall not exceed 75 % of the
  - (i) landed cost of imported materials, or (ii) ex-factory / ex-warehouse price of locally manufactured or produced materials, or (iii) market price of other materials.
  - (b) The recovery of Secured Advance paid to the Contractor under the above provisions shall be effected from the monthly payments on actual consumption basis.

#### **Clause 17.(b) Financial Assistance to Contractor**

Financial assistance shall be made available to the Contractor by the Employer as payment of mobilization advance as under:-

- (a) **Mobilization Advance (with 10% markup per annum) up to 10% of the Contract Price** stated in the Letter of Acceptance shall be paid by the Employer to the Contractor upon submission by the Contractor of a Mobilization Advance Guarantee for the full amount of the Advance in the specified form, from a Scheduled Bank in Pakistan.
- (b) This Advance shall be recovered in **four** equal installments; out of each subsequent bill paid to contractor for the work done. If the contractor submit Ist and final bill then all advances should be adjusted in one go.

**Clause –18: Refund of Security Deposit/Retention Money.** On completion of the whole of the works (a work should be considered as complete for the purpose of refund of security deposit to a contractor from the last date on which its final measurements are checked by a competent authority, if such check is necessary otherwise from the last date of recording the final measurements), the defects notice period has also passed and the Engineer has certified that all defects notified to the contractor before the end of this period have been corrected, the security deposit lodged by a contractor (in cash or recovered in installments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed.

**Clause 19: Liquidated Damages for Delay.**

If the contractor fails to comply with the time for completion in accordance with clause 19, for the whole of works or if applicable any section within (109) days in the relevant time prescribed by clause 19. Then the contractor shall pay to the institute the relevant sum stated in the Appendix to tender as liquidated damages for such default & not as a penalty ( such some shall be only monies due from the contractor for such default) for every day or part of day which shall elapse b/w the relevant time for completion & the date stated in taking over certificate of the whole of the works or relevant section , subject to the applicable limit stated in appendix to tender. The employer may, without. Prejudice to any other method of recovery, deduct the amount of such damages from any monies due or to become due to the contractor . the payment or deduction of such damage shall not relieve the contractor from his obligation to complete the works, or from any other of his obligation & liabilities under the contract.

**Amount of Liquidated Damages.**

As per clause 19 Rs: 10,000 for each day of delay in completion of the work subject to a maximum of 10% of contract price stated in the latter of acceptance.

**CONTRACTOR**

**PROCURING AGENCY**

## ELIGIBILITY CRITERIA

Qualifying Marks 70%

<b>S. No</b>	<b>Qualification Criteria</b>	<b>Marks</b>
1	Valid registration with PEC in C6 or above	05
2	Active Income Tax payer in FBR along with tax returns of last three years.	10
3	Active Tax payer in SRB	05
4	Completed Projects at least two of Similar nature completed with 50% cost during last five years. Each Project 06 marks, Max.30 marks	30
5	Projects in hand at least two of Similar nature with 50% cost. Each Project 03 marks, Max.15 marks	15
6	Key Personnel Qualification & Experience	05
7	Personnel Capabilities/Staff Organization Chart	05
8	Financial Soundness of Firm/Company; Bank Statements and Audited reports for last three years (05 Million/year)	10
9	List of equipments and machineries	10
10	Affidavit of not Black listed.	05
	<b>Total Marks</b>	<b>100</b>

CONTRACTOR

PROCURING AGENCY

## BOQ

<b>S.No</b>	<b>Description</b>	<b>Unit</b>	<b>Qty</b>	<b>Rate</b>	<b>Amount</b>
<b>1</b>	Providing and fixing of wooden floor and back glass wall with all accessories and completed in all respect, as instruction of the Incharge.	Job	01		

**Contractor**

**Procuring Agency**