

SPPRA BIDDING DOCUMENT

STANDARD FORM OF BIDDING DOCUMENT

PROCUREMENT OF WORKS

CONSTRUCTION OF PAVILION ENCLOSURE IN GULSHAN E IQBAL CAMPUS, DUET, KARACHI

(Estimated Cost is Rs. 8.7098 Million)

Standard Form of Bidding Document

INSTRUCTIONS TO PROCURING AGENCIES

(Not to be included in Bidding Documents)

A. Basis of Documents

These Documents have been prepared as a global document intended to be used by different agencies/users according to their requirements. This document is envisaged for National Competitive Bidding (NCB), meant for use for Works costing not more than Rs. 25 Million. These documents may be tailored according to the scope of works as well as in case of contracts on International Competitive Bidding (ICB) basis, funded by international financial institutions/donors, with payments in foreign currencies. Procuring agencies are then to tailor the relevant clauses to suit their requirements including appropriate modifications in the relevant sections of the documents in the light of SPPRA Bidding Documents for Large Works.

The Procuring Agency is expected to manage the Contract itself. The role of Engineer may be added by the Procuring Agency, if the Procuring Agency wishes to engage a consultant. The role of the Engineer with specific delegated powers under various clauses of Instructions to Bidders such as clarifications of Bid Documents, Amendment of Bid Documents, evaluation of Bids etc. and to administer the Contract under various clauses of Conditions of Contract should have been specified. The Procuring Agency will be required to set out in the specifications and drawings the full scope of work including the extent of design to be done by the Contractor, if any.

B. Contents of Documents

As stated in Clause IB.4 of Instructions to Bidders, the complete Bidding Documents in addition to Invitation for Bids shall comprise items listed therein including any addendum to Bidding Documents issued in accordance with IB.6. The Standard Form of Bidding Documents (for Small Contracts) includes the following:

- 1. Instructions to Bidders & Bidding Data
- 2. Form of Bid & Schedules to Bid
- 3. Conditions of Contract & Contract Data
- 4. Standard Forms
- 5. Specifications
- 6. Drawings, if any

In addition, Instructions to procuring agencies are also provided at various locations of this document within parenthesis or as a Note(s). Procuring agencies are expected to edit or finalise this document accordingly, by filling in all the relevant blank spaces and forms as per the scope of the work, deleting all notes and instructions intended to help the bidders.

The procuring agency is required to prepare the following for completion of the Bidding Documents:

- (i) Invitation for Bids
- (ii) Bidding Data
- (iii) Schedules to Bid (Samples)

- (iv) Schedule of Prices (Format)
- (v) Contract Data
- (vi) Specifications
- (vii) Drawings, if any

The Procuring agency's attention is drawn to the following while finalizing the Bidding Documents.

C. Notice Inviting Tender/ Invitation for Bids/ Request for Expression of Interest

The -Notice Inviting Tender/Tender is meant for publication of tenders for calling bids in the newspapers and SPPRA Website.

Notice

The blank spaces wherever shown are required to be filled by the Procuring Agency before issuance of Bidding Documents.

The Procuring Agency may modify para 1 of Notice Inviting Tender as per its requirements. The notice should be published so as to give the interested bidders sufficient working period for preparation and submission of bids – not less than 15 days for National Competitive Bidding and 45 days for International Competitive Bidding (SPP Rule 18).

- 1. The eligible bidders are defined in IB.2; the text can be amended by the Procuring Agency as deemed appropriate.
- 2. The non-refundable fee for the sale of Bidding Documents should be nominal so as to cover printing/reproduction and mailing costs and to ensure that only bona-fide bidders shall apply (SPP Rule 20).
- 3. The amount of Bid Security should be a lump sum figure or a percentage, but not less than 1% and more than 5% of bid price and should be in accordance with IB.13.1 (SPP Rule 37).
- 4. If the venue of receipt of bids and the opening of bids is the same, the times for receipt and opening of bids are to be entered in last Para of the Notice Inviting Tender, otherwise indicate the name, address and exact location for the opening of bids. However the date for the receipt and the opening of bids shall be same (SPP Rule 41).

D. Instructions to Bidders

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

The Instructions to Bidders can be used as given. Procuring agency may have to make changes under Bidding Data.

The Procuring Agency's or Engineer's Representative, if any, shall exercise powers of the Engineer/Procuring Agency under and in connection with Clauses IB.5, IB.6, IB.16, etc. In

case an Engineer has been appointed by the Procuring Agency, the aforesaid clauses may be modified accordingly to specify the role of the Engineer by the Procuring Agency, otherwise the Engineer's reference wherever exist, except Sub-Clause 1.1.20 & Clause 15 of Conditions of Contract and Item 1.1.20 of Contract Data, shall be deleted.

E. Bidding Data

The blank spaces wherever shown in Bidding Data are required to be filled by the Engineer/Procuring Agency before issuance of Bidding Documents.

- 1. Contents of IB.10.3 may be retained or modified by the Procuring Agency.
- 2. Procuring Agency should insert required experience in IB.11.2.
- 3. Referring to IB.14.1, the period of bid validity may range from 30 to 90 days depending upon the size and nature of the works. Number of days shall be filled in as per Procuring Agency's requirements.
- 4. Contents of IB.16.3 to IB.16.8 may be retained or modified by the Procuring Agency in accordance with its requirements.

F. Schedules to Bid

Specimen of Schedules to Bid including format of Schedule of Prices are provided in this document. The Procuring Agency may add/delete/modify as per its requirement.

The blank spaces wherever shown are required to be filled by the Engineer/Procuring Agency before issuance of Bidding Documents except those required to be provided by the Contractor.

G. Conditions of Contract

The procuring agency while preparing Contract Data, shall ensure that no Clause of Conditions of Contract is deleted and that the changes included in Contract Data shall be such as not to change the spirit of the document. Any adjustment or change in clauses of Conditions of Contract to meet specific project features shall be made with care and incorporated in Contract Data.

H. Contract Data

The blank spaces wherever shown are required to be filled by the Engineer/Procuring Agency before issuance of Bidding Documents.

- 1. Referring to Sub-Clause 1.1.1 of Conditions of Contract, the Engineer/Procuring Agency may add, in order of priority, such other documents as to form part of the Contract, in Sub-Clause 1.3 of the Contract Data.
- 2. The Procuring Agency's Representative, if any, shall exercise powers of the Procuring Agency under and in connection with Sub-Clauses 1.3, 2.3, 4.2, 4.3, 5.1, 7.3, 8.2, 9.1, 9.2, 10.1, 10.2, 10.5, 11.1, 11.5, 12.1, 13.2 and 14.1 of the Conditions of Contract. In case an Engineer has been appointed by the Procuring Agency, the aforesaid clauses may be modified accordingly by the Procuring Agency.
- 3. The sum insured for different insurances including minimum amount of third party insurance should be assessed by the Engineer/Procuring Agency and entered in Contract Data. Such insurance cover shall be carried out with Insurance Company having at least AA rating from PACRA / JCR in the favour of the procuring agency.

- 4. The time for completion of the whole of the works should be assessed by the Engineer/Procuring Agency and entered in the Contract Data.
- 5. The Conditions of Contract contain no overall limit on the Contractor 's liability. The amount of liquidated damages per day of delay shall be entered by the Engineer/Procuring Agency in Contract Data and 2% percent of contract price per day shall be imposed up to 10% percent of contract price as pe Work Order in case of delay in completion period.
- 6. Any amendment and/or additions to the Conditions of the Contract that are specific to a given Bid/Contract should be included by the Procuring agency. This may include but not be limited to the provisions regarding the following:
- a) Terms of Payment should be prepared and incorporated in Contract Data by the Engineer/Procuring Agency.
- b) The Engineer/Procuring Agency to make sure that all taxes and duties are included by the Bidders/Contractors in their prices.

I. Specifications

As per Bill of Quantities

J. Drawings

To be prepared and incorporated by the Engineer/Procuring Agency, if required.

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Didding	Document

INVITATION FOR BID



DAWOOD UNIVERSITY OF ENGINEERING AND TECHNOLOGY (DUET)

New M.A. Jinnah Road, Karachi-74800(PAKISTAN)
PHONE: 021-99231195-98, 99230307, 99232381 FAX: 021-99230710

DUET/NIT/WORKS/GUL-CAMPUS/2025-11

NOTICE INVITING TENDERS ON EPADS

EPADS website: https://portalsindh.eprocure.gov.pk/#/

Under the relevant provision of SPP rules 2010 (amended till to date), Bids are invited online on SPPRA EPADS Portal from relevant experienced firm that are registered with PEC in C-6 category for Procurement of Following Work:

Sr. No.	Tender Title	of Bid	Tender Fee (Non- Refundable)	Cost		Time for Submission of Bids on	Date & Time for Opening of Bids on EPADS	Completion Period
1.	CONSTRUCTION OF PAVILION ENCLOSURE IN GULSHAN CAMPUS DUET, KARACHI	Rs. 435,493 (In shape of Pay Order)	Rs. 3000/-	8.7098 M	02-12-2025 to 15-12-2025 (01:00 pm)	16-12-2025 (03:00 pm)	16-12-2025 (3:30 pm)	02 Month

Eligibility: Income Tax- GST, NTN and SRB registered firms (as per SPPRA Rule 46 1a (iii) is mandatory)

Method of Procurement: Single Stage – Single Envelope procedure (Technical & Financial Proposal)

Bidding Documents can be obtained and shall only be submitted through SPPRA EPADS Portal / website as per above mentioned schedule. EPADS web: https://portalsindh.eprocure.gov.pk/#/ and will also be available on DUET own website: www.duet.edu.pk. Supplier are advised to get the registration on EPADS portal at https://sindh.eprocure.gov.pk/#/supplier/registration. Bidders are required to submit a hard copy of bidding document and other required documents as per bidders eligibility criteria. The required amount of Bid Security & Tender Fee (Non-Refundable) in shape of Pay Order in favour of Dawood University of Engineering & Technology (DUET), Karachi must be submitted at Director (ICT), Convener Procurement Committee at the time of submission as specified above:

In case of any Govt. Holiday or unforeseen situation or incident, the bids shall be issued, submitted & opened on the next /working day as per schedule. Place of issuance & inquiries will be at Procurement Section and submission will be at Director, ICT / Convenor Procurement Committee Department DUET, Karachi. Tenders will be opened at Seminar Hall, Dawood University of Engineering & Technology, Karachi.

Under the following conditions Bid will be rejected:

- Conditional and telegraphic bids/tenders
- Bids not accompanied by bid security & non-refundable tender fee.
- Bids received after a specified date and time.
- Bid received without Signature & Stamp
- Bid submitted without required documents as per qualification criteria.
- In accordance with the relevant provisions of the SPP rules 2010, if the firm is currently blacklisted (an affidavit on legal stamp paper must be attached stating that the firm is not blacklisted at present.

All other terms & conditions are mentioned in the bidding documents. The procuring agency reserves the right to reject all or any bids subject to the relevant provision of Sindh Public Procurements Rules 2010 (Amended till to date.)

Procurement Officer, DUET



INSTRUCTIONS TO BIDDERS & BIDDING DATA

Notes on the Instructions to Bidders

This section of the bidding documents should provide the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procurement Officer DUET.

It should also give information on bid submission, opening and evaluation, and on the award of contract.

Matters governing the performance of the Contract or payments under the Contract, or matters affecting the risks, rights, and obligations of the parties under the Contract are not normally included in this Section, but rather in the appropriate sections of the *Conditions of Contract* and/or *Contract Data*.

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INSTRUCTIONS TO BIDDERS

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

A. GENERAL

IB.1 Scope of Bid & Source of Funds

1.1 Scope of Bid

The Procuring Agency as defined in the Bidding Data (hereinafter called the Procuring Agency) wishes to receive Bids for the Works summarized in the Bidding Data (hereinafter referred to as "the Works").

Bidders must quote for the complete scope of work. Any Bid covering partial scope of work will be rejected as non-responsive.

1.2 Source of Funds

The Procuring Agency has arranged funds from *Provincial Government* which may be indicated accordingly in bidding data towards the cost of the project / scheme.

IB.2 Eligible Bidders

- 2.1 Bidding is open to all firms and persons meeting the following requirements:
- a) duly licensed by the Pakistan Engineering Council (PEC) in the appropriate category for value of works.
- b) The Bider are directed to provide following information.

company profile;

- (ii) works of similar nature and size for each performed in last 3 years;
- (iii) construction equipments;
- (iv) qualification and experience of technical personnel and key site

management;

- (v) financial statement of last 3 years;
- (vi) information regarding litigations and abandoned works if any.

IB.3 Cost of Bidding

3.1 The bidder shall bear all costs associated with the preparation and submission of its bid and the Procuring Agency will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process (SPP Rules 24 & 25).

B.

BIDDING DOCUMENTS

IB.4 Contents of Bidding Documents

- 4.1 In addition to Invitation for Bids, the Bidding Documents are those stated below, and should be read in conjunction with any Addendum issued in accordance with Sub-Clause IB.6.1.
- 1. Instructions to Bidders & Bidding Data
- 2. Form of Bid, Qualification Information & Schedules to Bid Schedules to Bid comprise the following:
 - (i) Schedule A: Schedule of Prices/ Bill of Quantities (BoQ).
- (ii) Schedule B: Specific Works Data
- (iii) Schedule C: Works to be Performed by Subcontractors
- (iv) Schedule D: Proposed Programme of Works(v) Schedule E: Method of Performing Works
- (vi) Schedule F: Integrity Pact (works costing Rs 10 million and above)
- 3. Conditions of Contract & Contract Data
- 4. Standard Forms:
- (i) Form of Bid Security,
- (ii) Form of Performance Security;
- (iii)Form of Contract Agreement;
- (iv) Form of Bank Guarantee for Advance Payment.
- 5. Specifications
- 6. Drawings, if any

IB.5 Clarification of Bidding Documents

- 5.1 A prospective bidder requiring any clarification(s) in respect of the Bidding Documents may notify the Engineer at the Engineer's address indicated in the Bidding Data.
- 5.2 An interested bidder, who has obtained bidding documents, may request for clarification of contents of bidding documents in writing and procuring agency shall respond to such quarries in writing within three calendar days, provided they are received at least five calendar days prior to the date of opening of bid (SPP Rule 23-1).

IB.6 Amendment of Bidding Documents (SPP Rules 22(2) & 22).

6.1 At any time prior to the deadline for submission of Bids, the Procuring Agency may, for any reason, whether at his own initiative or in response to a clarification requested by a interested bidder, modify the Bidding Documents by issuing addendum.

- 6.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub-Clause 6.1 hereof, and shall be communicated in writing to all purchasers of the Bidding Documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the Procuring Agency.
- 6.3 To afford interested bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Agency may at its discretion extend the deadline for submission of Bids.

C. PREPARATION OF BIDS

IB.7 Language of Bid

7.1 All documents relating to the Bid shall be in the language specified in the Contract Data.

IB.8 Documents Comprising the Bid

- 8.1 The Bid submitted by the bidder shall comprise the following:
- (a) Offer /Covering Letter
- (b) Form of Bid duly filled, signed and sealed, in accordance with IB.14.3.
- (c) Schedules (A to F) to Bid duly filled and initialed, in accordance with the instructions contained therein & in accordance with IB.14.3.
- (d) Bid Security furnished in accordance with IB.13.
- (e) Power of Attorney in accordance with IB 14.5.
- (f) Documentary evidence in accordance with IB.2(c) & IB.11
- (g) Documentary evidence in accordance with IB.12.

IB.9 Sufficiency of Bid

9.1 Each bidder shall satisfy himself before Bidding as to the correctness and sufficiency of his Bid and of the premium on the rates of CSR / rates and prices quoted/entered in the Schedule of Prices, which rates and prices shall except in so far as it is otherwise expressly provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper completion of the works.

9.2 The bidder is advised to obtain for himself at his own cost and responsibility all information that may be necessary for preparing the bid and entering into a Contract for execution of the Works.

IB.10 Bid Prices, Currency of Bid and Payment

- 10.1 The bidder shall fill up the Schedule of Prices (Schedule A to Bid) indicating the percentage above or below the Composite Schedule of Rates/unit rates and prices of the Works to be performed under the Contract. Prices in the Schedule of Prices/Bill of Quantities shall be quoted entirely in Pak Rupees keeping in view the instructions contained in the Preamble to Schedule of Prices.
- 10.2 Unless otherwise stipulated in the Conditions of Contract, prices quoted by the bidder shall remain fixed during the bidder's performance of the Contract and not subject to variation on any account.
- 10.3 The unit rates and prices in the Schedule of Prices or percentage above or below on the composite schedule of rates shall be quoted by the bidder in the currency as stipulated in Bidding Data.
- 10.4 Items for which no rate or price is entered by the Bidder will not be paid for by the Procuring Agency when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.

IB.11 Documents Establishing Bidder's Eligibility and Qualifications

- 11.1 Pursuant to Clause IB.8, the bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.
- 11.2 Bidder must possess and provide evidence of its capability and the experience as stipulated in Bidding Data and the Qualification Criteria mentioned in the Bidding Documents.

IB.12 Documents Establishing Works' Conformity to Bidding Documents

- 12.1 The documentary evidence of the Works' conformity to the Bidding Documents may be in the form of literature, drawings and data and the bidder shall furnish documentation as set out in Bidding Data.
- 12.2 The bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers, if any, designated by the Procuring Agency in the Technical Provisions are intended to be descriptive only and not restrictive.

IB.13 Bid Security – Fixed Amount as per SPPR rules 2010(amended)

- 13.1 Each bidder shall furnish, as part of his bid, at the option of the bidder, a Bid Security as percentage of bid price/estimated cost or in the amount stipulated in Bidding Data in Pak. Rupees in the form of Payee's Order issued by a scheduled Bank in Pakistan in favour of the Dawood University of Engineering & Technology. Karachi valid for a period up to twenty eight (28) days beyond the bid validity date
- 13.2 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Procuring Agency as non-responsive.
- 13.3 The bid securities of unsuccessful bidders will be returned upon award of contract to the successful bidder or on the expiry of validity of Bid Security whichever is earlier.
- 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 (SPP Rule 37).
- 13.5 The Bid Security may be forfeited:
- (a) if a bidder withdraws his bid during the period of bid validity; or
- (b) if a bidder does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) hereof; or
- (c) in the case of a 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 Validity of Bids, Format, Signing and Submission of Bid

- 14.1 Bids shall remain valid for the period stipulated in the Bidding Data after the date of bid opening.
- 14.2 In exceptional circumstances, Procuring Agency may request the bidders to extend the period of validity for a additional period but not exceeding 1/3 of the original period. The request and the bidders' responses shall be made in writing or by cable. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with IB.13 in all respects (SPP Rule 38).
- 14.3 All Schedules to Bid are to be properly completed and signed.
- 14.4 No alteration is to be made in the Form of Bid except in filling up the blanks as directed. If any alteration be made or if these instructions be not fully complied with, the bid may be rejected.

- 14.5 Each bidder shall prepare Original and number of copies specified in the Bidding Data of the documents comprising the bid as described in IB.8 and clearly mark them —ORIGINALI and —COPYI as appropriate. In the event of discrepancy between them, the original shall prevail.
- 14.6 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign (in the case of copies, Photostats are also acceptable). This shall be indicated by submitting a written Power of Attorney authorizing the signatory of the bidder to act for and on behalf of the bidder. All pages of the bid shall be initialed and official seal be affixed by the person or persons signing the bid.
- 14.7 The Bid shall be delivered in person or sent by registered mail at the address to Procuring Agency as given in Bidding Data.

D. SUBMISSION OF BID

Ε.

IB.15 Deadline for Submission, Modification & Withdrawal of Bids

- 15.1 Bids must be received by the Procuring Agency at the address/provided in Bidding Data not later than the time and date stipulated therein.
- 15.2 The inner and outer envelopes shall
- (a) be addressed to the Procuring Agency at the address provided in the Bidding Data;
- (b) bear the name and identification number of the Contract as defined in the Bidding and Contract Data; and
- (c) provide a warning not to open before the specified time and date for Bid opening as defined in the Bidding Data.
- (d) in addition to the identification required in 15.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late.
- (e) If the outer envelope is not sealed and marked as above, the Procuring Agency will assume no responsibility for the misplacement or premature opening of the Bid.
- 15.3 Bids submitted through telegraph, telex, fax or e-mail shall not be considered.
- 15.4 Any bid received by the Procuring Agency after the deadline for submission prescribed in Bidding Data will be returned unopened to such bidder.
- 15.5 Any bidder may modify or withdraw his bid after bid submission provided that the modification or written notice of withdrawal is received by the Procuring Agency prior to the deadline for submission of bids.
- 15.6 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security pursuant to IB.13.5 (a).

BID OPENING AND EVALUATION

IB.16 Bid Opening, Clarification and Evaluation (SPP Rules 41, 42 & 43)

- 16.1 The Procuring Agency will open the bids, in the presence of bidders' representatives who choose to attend, at the time, date and in the place specified in the Bidding Data.
- 16.2 The bidder's name, Bid Prices, any discount, the presence or absence of Bid Security, and such other details as the Procuring Agency at its discretion may consider appropriate, will be announced by the Procuring Agency at the bid opening. The Procuring Agency will record the minutes of the bid opening. Representatives of the bidders who choose to attend shall sign the attendance sheet.

Any Bid Price or discount which is not read out and recorded at bid opening will not be taken into account in the evaluation of bid.

- 16.3 To assist in the examination, evaluation and comparison of Bids the Engineer/Procuring Agency may, at its discretion, ask the bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted (SPP Rule 43).
- 16.4 (a) Prior to the detailed evaluation, pursuant to IB.16.7 to 16.9, the Engineer/Procuring Agency will determine the substantial responsiveness of each bid to the Bidding Documents. For purpose of these instructions, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations. It will include determining the requirements listed in Bidding Data.
- (b) Arithmetical errors will be rectified on the following basis:

If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the words and figures the amount in words shall prevail. If there is a discrepancy between the Total Bid price entered in Form of Bid and the total shown in Schedule of Prices-Summary, the amount stated in the Form of Bid will be corrected by the Procuring Agency in accordance with the Corrected Schedule of Prices.

If the bidder does not accept the corrected amount of Bid, his Bid will be rejected and his Bid Security forfeited.

- 16.5 A Bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the bidder by correction of the non-conformity.
- 16.6 Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation (major deviation) may be waived by Procuring Agency, provided such waiver does not prejudice or affect the relative ranking of any other bidders.

(A). Major (material) Deviations include:-

- (i) has been not properly signed;
- (ii) is not accompanied by the bid security of required amount and manner;
- (iii) stipulating price adjustment when fixed price bids were called for;
- (iv) failing to respond to specifications;
- (v) failing to comply with Mile-stones/Critical dates provided in Bidding Documents;
- (vi) sub-contracting contrary to the Conditions of Contract specified in Bidding

Documents;

- (vii) refusing to bear important responsibilities and liabilities allocated in the Bidding Documents, such as performance guarantees and insurance coverage;
- (viii) taking exception to critical provisions such as applicable law, taxes and duties and dispute resolution procedures;
- (ix) a material deviation or reservation is one:
- (a) which affect in any substantial way the scope, quality or performance of the works;
- (b) adoption/rectification whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

(B) Minor Deviations

Bids that offer deviations acceptable to the Procuring Agency and which can be assigned a monetary value may be considered substantially responsive at least as to the issue of fairness. This value would however be added as an adjustment for evaluation purposes only during the detailed evaluation process.

16.7 The Engineer/Procuring Agency will evaluate and compare only the bids previously determined to be substantially responsive pursuant to IB.16.4 to 16.6 as per requirements given hereunder. Bids will be evaluated for complete scope of works. The prices will be compared on the basis of the Evaluated Bid Price pursuant to IB.16.8 herein below.

Technical Evaluation: It will be examined in detail whether the works offered by the bidder complies with the Technical Provisions of the Bidding Documents. For this purpose, the bidder's data submitted with the bid in Schedule B to Bid will be compared with technical features/criteria of the works detailed in the Technical Provisions. Other technical information submitted with the bid regarding the Scope of Work will also be reviewed.

16.8 Evaluated Bid Price

In evaluating the bids, the Engineer/Procuring Agency will determine for each bid in addition to the Bid Price, the following factors (adjustments) in the manner and to the extent indicated below to determine the Evaluated Bid Price:

- (i) making any correction for arithmetic errors pursuant to IB.16.4 hereof.
- (ii) discount, if any, offered by the bidders as also read out and recorded at the time of

bid opening.

(iii) excluding **provisional sums** and the provisions for **contingencies** in the Bill of Quantities **if any**, but including **Day work**, where priced competitively.

IB.17 Process to be Confidential

- 17.1 Subject to IB.16.3 heretofore, no bidder shall contact Engineer/Procuring Agency on any matter relating to its Bid from the time of the Bid opening to the time the bid evaluation result is announced by the Procuring Agency. The evaluation result shall be announced at least seven (07) days prior to award of Contract (SPP Rule 45). 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.
- 17.2 Any effort by a bidder to influence Engineer/Procuring Agency in the Bid evaluation, Bid comparison or Contract Award decisions may result in the rejection of his Bid. Whereas any bidder feeling aggrieved, may lodge a written complaint to Complaint Redressal Committee as per terms and conditions mentioned in SPP Rules 31 & 32. However, mere fact of lodging a complaint shall not warrant suspension of procurement process.
- 17.3 Bidders may be excluded if involved in "Corrupt and Fraudulent Practices" means either one or any combination of the practices given below SPP Rule2(q);
- (i) -Coercive Practice means any impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;
- (ii) -Collusive Practice means any arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;
- (iii) "Corrupt Practice" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
- (iv) -Fraudulent Practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (v) "Obstructive Practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights provided for under the Rules.

AWARD OF CONTRACT

IB.18. Post Qualification

18.1 The Procuring Agency, at any stage of the bid evaluation, having credible reasons for or

prima facie evidence of any defect in contractor's capacities, may require the 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 therefore in writing. They shall form part of the records of that bid evaluation report.

18.2

F.

The determination will take into account the bidder's financial and technical capabilitie

It will be based upon an examination of the documentary evidence of the bidders' qualifications submitted under B.11, as well as such other information required in the Bidding Documents.

IB.19 Award Criteria & Procuring Agency's Right

- 19.1 Subject to IB.19.2, the Procuring Agency 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 qualified to satisfactory perform the Contract in accordance with the provisions of the IB.18.
- 19.2 Not withstanding IB.19.1, the Procuring Agency 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 to inform the affected bidders of the grounds for the Procuring Agency's action except that the grounds for its rejection of all bids shall upon request be communicated, to any bidder who submitted a bid, without justification of the grounds. Notice of the rejection of all the bids shall be given promptly to all the bidders (SPP Rule 25).

IB.20 Notification of Award & Signing of Contract Agreement

- 20.1 Prior to expiration of the period of bid validity prescribed by the Procuring Agency, the Procuring Agency will notify the successful bidder in writing (Letter of Acceptance) that his bid has been accepted (SPP Rule 49).
- Within seven (07) days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Procuring Agency will send the successful bidder the Form of Contract Agreement provided in the Bidding Documents, incorporating all agreements between the parties.
- 20.3 The formal Agreement between the Procuring Agency and the successful bidder duly stamped at rate of 0.035% or Govt. Applicable Rates of bid price(updated from time to time)

stated in Letter of Acceptance shall be executed within seven (03) days of the receipt of Form of Contract Agreement by the successful bidder from the Procuring Agency.

IB.21 Performance Security

- 21.1 The successful bidder shall furnish to the Procuring Agency a Performance Security in the form and the amount stipulated in the Conditions of Contract within a period of seven (07) days after the receipt of Letter of Acceptance (SPP 39).
- 21.2 Failure of the successful bidder to comply with the requirements of Sub-Clauses IB.20.2 & 20.3 or 21.1 or Clause IB.22 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.
- 21.3 Publication of Award of Contract: within 03 days of the award of contract, the procuring shall publish on the website of the authority and on its own website, if such a website exists, the results of the bidding process, identifying the bid through procurement identifying Number if any and the following information:
- (1) Evaluation Report;
- (2) Form of Contract and letter of Award;
- (3) Bill of Quantities or Schedule of Requirements. (SPP Rule 50)
- **IB.22** Integrity Pact The Bidder shall sign and stamp the Form of Integrity Pact provided at Schedule-F to Bid in the Bidding Document for all Sindh Government procurement contracts exceeding Rupees ten (10) million. Failure to provide such Integrity Pact shall make the bid non-responsive (SPP Rule 89).

BIDDING DATA

(This section should be filled in by the Engineer/Procuring Agency before issuance of the Bidding Documents. The following specific data for the works to be tendered 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 of Procuring Agency

Dawood University of Engineering & Technology. Karachi

Brief Description of Works

5.1 (a) Procuring Agency's address: New M.A Jinnah Road, Karachi

Procurement of Works:

Construction of Pavilion Enclosure in Gulshan e Igbal Campus, DUET, Karachi

- (b) Engineer's address:
- @ Procurement Seciton, Dawood University of Engineering & Technology. New M.A Jinnah Road, Karachi
- Bid shall be quoted entirely in Pak. Rupees. The payment shall be made in Pak. Rupees.
- 11.2 The bidder has the financial, technical and constructional capability necessary to perform the Contract as follows on Page No 23 (Bidders Qualification):

BIDDERS QUALIFICATION/EVALUATION CRITEREA (Yes / No)

	BIDDERS MANDATORY QUALIFICATION	
Sr. No.	(YES / NO BASIS)	Remarks (Yes/No)
1	Bidders are required to submit an undertaking on stamp paper, declaring that: 1. The firm is not currently blacklisted by any government agency or organization. 2. All information submitted by the bidder is true and correct	
2	Tender Fee (nonrefundable) in shape of pay order - Original	
3	Required Amount of Bid Security in shape of Pay Order - Original	
4	Valid Income Tax Registration Certificates as per SPP rule 46 1(a)(iii)	
5	Experience at least 05 years	
6	Valid Tax Registration as per SPP rule 46 1(a)(iii) of Rule 2010 (amended till to date)	
7	Last 05-years Annual Turn Over at least twice time more than estimated cost or as per SPPRA guidelines para 2.16 A(iv)	
8	Active Taxpayer	
9	Satisfactory Reports / Work Completion Certificate/Work Orders of Completed Works of relevant category.	
11	Quoted bid must be signed & stamped	
12	Valid PEC Registration C-6 Category	
13	For Electric Work Valid Electric License	
	Remarks Qualified/Disqualified	

Note: Every page of the bidding document and other documents to be submitted by bidders on EPADS and alson in the hard copy must be signed and stamped.

Contractor Signature & Stamp

- 12.1 (a) A detailed description of the Works, essential technical and performance characteristics.
- (b) Complete set of technical information, description data, literature and drawings as required in accordance with Schedule B to Bid, Specific Works Data. This will include but not be limited to a sufficient number of drawings, photographs, catalogues, illustrations and such other information as is necessary to illustrate clearly the significant characteristics such as general construction dimensions and other relevant information about the works to be performed.

13.1 Amount of Bid Security

Rs. 435,493/- in shape of Pay Order in favour or Dawood University of Engineering & Technology (DUET) Karachi

14.1 **Period of Bid Validity**

Must be valid of **Ninety (90) days.**

14.4 Number of Copies of the Bid to be submitted:

One Set

14.6 (a) Procuring Agency's Address for the Purpose of Bid Submission

All the Bids shall be submitted online on EPADS and a set of same bid (Hard Copy) is required to be submitted at Director (ICT)/Convenor Procurement Committee, Dawood University of Engineering & Technology. M.A Jinnah Road, Karachi

15.1 Deadline for Submission of Bids & 16.1 Venue, Time and Date of Bid Opening Mentioned in the NIT at Page No 08

Venue: <u>Seminar Hall, Ground Floor, Main Building DUET, M.A Jinnah Road Karachi / Office of Director (ICT), Main Campus of DUET, M.A Jinnah Road, Karachi</u>

16.4 Responsiveness of Bids

(i) Bid is valid till required period,

Bidding Document

- (ii) Bid prices are firm during currency of contract/Price adjustment;
- (iii) Completion period offered is within specified limits
- (iv) Bidder is eligible to Bid and possesses the requisite experience, capability and
- (v) Qualification as per Bidders Qualification Circteria Mentioned in the biddin document for evaluation of bidders.
- (vi) Bid does not deviate from basic technical requirements and
- (vii) Bids are generally in order, etc.

Price adjustment contract: In these contracts escalation will be paid only on those items and in the manner as notified by Finance Department, Government of Sindh, after bid opening during currency of the contract.

FORM OF BID AND SCHEDULES TO BID

FORM OF BID (LETTER OF OFFER)
Bid Reference No
(Name of Works)
To:
Gentlemen,
1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Contract Data, Specifications,
Drawings, if any, Schedule of Prices and Addenda Nos. for the execution of the above-named works,
we, the undersigned, being a company doing business under the name of and address
and being duly incorporated under the laws of Pakistan hereby offer to execute and complete such works and remedy any defects therein in conformity with the said Documents including Addenda thereto for the Total Bid Price of Rs (Rupees) or such other sum as may be ascertained in accordance with the said Documents.
2. We understand that all the Schedules attached hereto form part of this Bid.
3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of drawn in your favour or made payable to you and valid for a period of twenty eight (28) days beyond the period of validity of Bid.
4. We undertake, if our Bid is accepted, to commence the Works and to deliver and complete the Works comprised in the Contract within the time(s) stated in Contract Data.
5. We agree to abide by this Bid for the period of 90 days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.

7.	We undertake, if our Bid is accepted, to execute the Performance Security					
referred to in C	Conditions of Contract for the due performance of the Contract.					
8. receive.	We understand that you are not bound to accept the lowest or any bid you may					
9. of figures or a the Works.	We do hereby declare that the Bid is made without any collusion, comparison arrangement with any other person or persons making a bid for	1				
Dated this	day of, 20					
Signature						
in the capacity	y ofduly authorized to sign bid for and on behalf of					
(Name of Bidd (Seal)	er in Block Capitals)					
Address						
Witness:						
(Signature)						
Name: Address:						

ISCHEDULES TO BID INCLUDE THE FOLLOWING:

- Schedule A to Bid: Schedule of Prices
- Schedule B to Bid: Specific Works Data
- Schedule C to Bid: Works to be Performed by Subcontractors
- Schedule D to Bid: Proposed Program of Works
- Schedule E to Bid: Method of Performing Works
- Schedule F to Bid: Integrity Pact]

SCHEDULE - A TO BID

SCHEDULE OF PRICES

<u>Sr. No.</u>		Page No.
1.	Preamble to Schedule of Prices	30
2.	Schedule of Prices	32
*(a) Summary of Bid Prices		
* (b) Detailed Schedule of Pri	ces /Bill of Quantities (BOQ)	

SCHEDULE - A TO BID

PREAMBLE TO SCHEDULE OF PRICES

1. General

- 1.1 The Schedule of Prices shall be read in conjunction with the Conditions of Contract, Contract Data together with the Specifications and Drawings, if any.
- 1.2 The Contract shall be for the whole of the works as described in these Bidding Documents. Bids must be for the complete scope of works.

2. Description

2.1 The general directions and descriptions of works and materials are not necessarily repeated nor summarized in the Schedule of Prices. References to the relevant sections of the Bidding Documents shall be made before entering prices against each item in the Schedule of Prices.

3. Units & Abbreviations

3.1 Units of measurement, symbols and abbreviations expressed in the Bidding Documents shall comply with the FPS System

4. Rates and Prices

- 4.1 Except as otherwise expressly provided under the Conditions of Contract, the rates and amounts entered in the Schedule of Prices shall be the rates at which the Contractor shall be paid and shall be the full inclusive value of the works set forth or implied in the Contract; except for the amounts reimbursable, if any to the Contractor under the Contract.
- 4.2 Unless otherwise stipulated in the Contract Data, the premium, rates and prices entered by the bidder shall not be subject to adjustment during the performance of the Contract.
- 4.3 All duties, taxes and other levies payable by the Contractor shall be included in the rates and prices.
- 4.4 The whole cost of complying with the provisions of the Contract shall be included in the items provided in the Schedule of Prices, and where no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the Works and no separate payment will be made for those items.

The rates, prices and amounts shall be entered against each item in the Schedule of Prices. Any item against which no rate or price is entered by the bidder will not be paid for by the Procuring Agency when executed and shall be deemed covered by the rates and prices for other items in the Schedule of Prices.

Contractor Signature & Seal

- 4.5 (a) The bidder shall be deemed to have obtained all information as to and all requirements related thereto which may affect the bid price.
- *(b)The Contractor shall be responsible to make complete arrangements for the transportation of the Plant to the Site.
- 4.6 The Contractor shall provide for all parts of the Works to be completed in every respect. Notwithstanding that any details, accessories, etc. required for the complete installation and satisfactory operation of the Works, are not specifically mentioned in the Specifications, such details shall be considered as included in the Contract Price.

5. Bid Prices

5.1 Break-up of Bid Prices

The various elements of Bid Prices shall be quoted as detailed by the Procuring Agency in the format of Schedule of Prices. The bidder shall recognize such elements of the costs which he expects to incur the performance of the Works and shall include all such costs in the rates and amounts entered in the Schedule of Prices.

5.2 Total Bid Price

The total of bid prices in the Schedule of Prices shall be entered in the Summary of Bid Prices.

- 6. Provisional Sums and Day work
- 6.1 Provisional Sums included and so designated in the Schedule of Prices if any, shall be expended in whole or in part at the direction and discretion of the Engineer/Procuring Agency. The Contractor will only receive payment in respect of Provisional Sums, if he has been instructed by the Engineer/Procuring Agency to utilize such sums.
- 6.2 Day work rates in the contractor's bid are to be used for small additional amounts of work and only when the Engineer have given written instructions in advance for additional work to be paid for in that way.

SCHEDULE OF REQUIREMENTS/ BILL OF QUANTITIES

S.NO.	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
(CIVIL	WORKS)				
Schedu	le Item				
1	Excavtion Excavtion in foundation of Building Bridges and other structures including dag belling dressing, refilling around structrure with excavated earth Watering and ramming lead upto 5ft.,lead upto one chain (30metre) and lift upto 5 ft. (1.5 metre). (c) In hard soil or soft murum. (S.I No: 18(c), Page No: 17) Stone filling	2254.00	Per Cft	11.88	26777.52
2	Stone filling dry hand packed as filling behind retaining walls or in pitching and aprons. (S.I No: 16, Page No: 38)	216.00	Cft	67.42	14562.72
3	Cement concrete plain Cement concrete plain including placing compacting, finishing andcuring, comlete (including screening and washing at stone aggregate without shuttering. (I) Ratio. 1:4:8 (S.I No: 4, Page No: 25)	946.00	Per Cft	348.83	329993.18
4	Cement concrete Reinforced cement concrete work including all labour and material except the cost of steel reinforcement and its labour for bending and binding which will be paid separately. This rate also includes all kinds of forms moulds, lifting, centering, shuttering and curing. (including screening and washing of shingle.) a) R.C.C work in roof slab, beams, column rafts, lintel sand other structural members laid in situ or precast laid in position complete in all respects. (i) Ratio 1:2:4 90Lbs of cement, 2Cft sand and 4 Cft shingle 1/8" to 3/4" gauge. (S.I No: 6(a), Page No: 25)	1412.00	Per Cft	717.59	1013237.08
5	Fabrication Fabrication of deformed steel reinforcement for cement concrete including cutting, bending, laying in position, making joint sand fastenings including cost of binding wire (also includes removal of rust from bars.) (a) Deformed bar i) Grade-60 (S.I No: 08, Page No: 26)	75.00	Cwt	18934.02	1420051.50
6	Block masonry Providing and laying 1:3:6 cement concrete solid block masonry wall 6" and below in thickness setin 1:6 cement mortar in ground floor Super Structure including raking out joints & currring etc, complete. (S.I No: 24, Page No: 27)	1622.00	Per Cft.	514.82	835038.04

	Cement				
7	plaster	7650.00	Per	53.82	411722 00
	Cement plaster 1:4 upto 12' height. (c) 3/4" thick.	/650.00	Sft	33.82	411723.00
	(S.I No: 11, Page No: 52)				
	Distempering.		Per		
8	(iii) Three coats	480.00	Sft.	17.23	8270.40
	(S.I No: 24, Page No: 53)		SIL.		
	Matt finish				
	Preparing the surface and painting with matt				
	finishI/crubbing the surface with Bathy (silicon carbide				
9	rubbing brick) filling the voids with zink/chalk/plaster of	1680.00	Per	49.27	82773.60
	paris mixture, applying first coat premix, making the	1000.00	Sft.	15.27	02773.00
	surface smooth and then painting 3 coats with matt finish of				
	approved make etc:complete.(newsurface)(S.I No:				
	36(a), Page No: 54)				
	Weather coat				
	Preparing the surface and painting with weather coat I/c	3625.00	Per Sft	86.58	
10	rubbing the surface with rubbing brick/sand Paper, filling				313852.50
	the voids with chalk/plaster of Paris and then painting with				
	weather coat of approved make. 3 Coat				
	(S.I No: 38(a+b), Page No: 54)				
	Topping				
11	Providing and laying 1" thick topping of cement	576.00	P.Sft	145.00	83520.00
	concrete(1:2:4) including Surface finishing and dividing				
	into panels: d.) 3" thick (S.I No: 16, Page No: 45)				
12	Filling, watering and ramming earth under floor. with new	4000 00	Per	47.02	225606.00
12	earth (Excavated from outside) lift upto 5 ft and lead upto	4800.00	Cft.	47.02	225696.00
	10 miles including cost of earth (S.I No: 22, Page No: 17)				
	G.I frames/Choukhats				
	Providing and fixing G.I frames/Choukhats of size7"x2"or 41/2"x3" for door using 20 gauge G.I sheet I/c welded		P.Rft.	690.67	46965.56
13	hinges and fixing at site with necessary hold fasts filling	68.00			
13	with cement sand slurry of ratio1:6 and repairing the	08.00			
	jambs.The cost alsoi/call carriage,tools and plants used in				
	making and fixing. (S.I No: 29, Page No: 76)				
	Total Amou	nt of Sche	dule Civi	 Works =	4812461.10
	Premium Quoted in (Above / Below) in			,, 01149	1012101110
	Total Schedule Items (Incl. of Govt. Applicable				
Non-Se	chedule				
	Hy-Grip Bitumenous-Water Proofing Membrane				
	Providing, placing & overlapping Hy-Grip Bitumenous-				
	Water Proofing Membrane 4 mm thick over entire roof area		Per		
14	including dome surface area with surface preparation,	288	Sft.		
	primer coat, overlapping, straightening, cutting & fixing		210.		
	with gas heater complete in all respects.				
	1 1	l	l	l	

	Tiles				
15	Providing & laying in Shabbir or approved light color				
	porcelain/ceramic glazed/ unglazed dado tiles in wash		Per		
	room including skirting and local/foreign make including	530.00	Sft.		
	the cost of filling joints of material, wastage, labour, at any		Sit.		
	height etc complete in all respect				
	Door Closer				
16	Providing & fixing Door Closer (Approved Quality).	4.00	Each		
	Precast Slabs Roofing				
	Providing and laying including placing in position precast				
17	slabs roofing at 1st floor with precast girders as per site	576.00	Per		
17	requirement including all cost of transportation loading	370.00	Sft.		
	unloading etc complete in all respect.				
	Rain water spout				
	Providing and fixing rain water spout approximate 4 feet				
18	PVC pipe at any height including all material and labour	4.00	Nos.		
	charges etc complete in all respect				
	Wooden Glass doors				
	Providing & fixing in position solid core1-3/4" thick doors				
	of first class soft wood including the cost of fixing of glass	84.00	Per		
19	of approved Colour shade 8 mm thick glass all accessories		Sft.		
	like nails, screws, hinges, tower bolts and handles i/c				
	locking arrangements, paints etc.: complete in all respects				
	Providing and fixing of aluminum fixed glass window of				
	approved silver shade / clour and 1.2 mm gauge with 12				
	mm thick tempered glass including all kind of transport,		Per		
20	labor, material, tools and equipment cost with finishing	140.00	Sft.		
	complete in all respects as per instruction of engineer				
	Incharge.				
	Providing and fixing stainless steel railing 2" and 1" round		ъ		
21	Pipe top supporting pies as per site requirement complete	140	Per		
	in all respect as direction by engineer		Sft.		
	Providing & fixing 04 chairs 17"x 15" seat, 17"x 15" back,				
22	wall thickness 3 mm- Frame made of sq. pipe 1-1/2"x 18	50.00	Each		
	swg and round pipe as direction by engineer				
	Providing and fixing Folding Sunshade including MS Steel				
	Pipe 16 gauge with paint, Canvas, steel structure, fabric,		Per		
23	manual folding mechanism, Bolts, Nuts, Washers Local	600	Sft.		
	labor, transportation and installation rates complete in all		SII.		
	respect as direction by engineer				
	Total Amount of	Non-Sche	dule Civi	l Works =	
	Total Amount Civil Work (Sched	lule + Non	-Schedul	e Items) =	
	All tax are Included	l Total Am	ount Civ	il Work =	

•	Amount In Words:	

S.NO.	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
ELECTRIC WO	PRK				
Schedule Item					
1	Wiring for light or fan point with 3/.029 PVC insulated wire in 20mm (3/4") channel patti on surface as required (S.I No: 107, Page No: 236)	14.00	Per Point.	5958.53	83419.42
2	Providing & laying (Main or Sub Main) PVC insulated with size 2-7/.029 copper conductor in ³ / ₄ " Dia PVC conduit recessed in the wall or column as required. (S.I No: 10, Page No: 228)	50.00	Per Rft.	400.92	20046.00
3	Providing & laying (Main or Sub Main) PVC insulated with size 2-7/.044 copper conductor in ³ / ₄ " Dia PVC conduit recessed in the wall or column as required (S.I No: 12, Page No: 229)	270.00	Per Rft.	660.91	178445.70
4	Providing & fixing circuit breaker 6, 10, 15, 20,30,40,50&63 SP (TB-5S)on prepared board as reuqired (S.I No: 178, Page No: 243)	2.00	Per No.	2504.12	5008.24
5	Providing & fixing circuit breaker 6, 10, 15, 20,30,40,50 & 63 DP (TB-5S)on prepared board as reuqired (S.I No: 179, Page No: 243)	2.00	Per No.	5528.57	11057.14
	Total Amount Sci	hedule Ite	ems Elec	tric work=	297976.50
	Premium Quoted in Above or Below in %				
	Total Amount of Schedule items incl. of Govt. applicable taxes				
None-Schedule Item					
6	Providing & fixing ceiling fan(56") AC/DC (50W) Kursheed,Pak or equivalent. (approved quality)	4.00	Per No.		
7	Providing & fixing distribution board 18 gauge accommodate the main or sub mains, circuit breaker connecting strip, double shutter painting with enamel paint etc complet in all respects as directed by engineer incharge.	3.00	Per Sft.		
8	Providing & fixing Phase indication colour lamp with volt meter fit in panel board with 3/0.29 wiring etc.complet in all respects as directed by the engineer incharge.	6.00	Per No.		
9	Providing & fixing gang switches sheet 8 holes with switch, socket and box (Orange) on surface or Recessed as per direction by engineer	2.00	Per No.		
10	Providing & fixing Single multi switch, socket and box on surface or Recessed as per direction by	2.00	Per No.		

	engineer (Orange, Clipsal or Equivalent approved quality)				
11	Providing and fixing LED lights (40W) 4feet long.	6.00	Per		
11	Aqua or Equivalent approved quality)		No.		
	Total Amount Non-Schedule Items=				
	Total Amount of Electric Works (Schedule + Non Schedule Items) = All tax are Included Total Amount of Electric Works =				

•	Amount In Words: _	
	Contractor	Procuring Agency

S. No.	Description of Item	Unit	Qty	Unit Rate (Rs.)	Amount (Rs.)
Plum	bing Work			,	
Sche	dule Item				
1	Providing and fixing squatting type white glazed earthen ware W.C. pan with front flush inlet & complete with including the cost of flushing cistern with internal fitting and flush pipe with bend and making requisite number of holes in walls, plinth & floor for pipe connection & making good in cement concrete 1:2:4.(23 inch) earthen ware trap and plasic thumble. (S.I No: 1A(ii), Page No: 184)	P.No	2.00	9,990.05	19980.10
2	Providing & fixing 24"x18" bavelled edge mirror of Belgium glass completed with 1/8" thick hard - and C.P. screws fixed to wooden cleats (Standard pattern). (S.I No: 3a, Page No: 190)	Each	2.00	2,106.00	4212.00
3	Supplying & fixing bath room accessories set (7 pieces) i/c towel rod ,Brush holder ,soap tray ,shelf of approved design including cost of screw ,nuts etc. complete (Master Brand) (S.I No: 23, Page No: 199)	Each	2.00	14,320.80	28641.60
4	Supplying & fixing C.P muslim shower with double bib cock and ring pipe etc. complete (S.I No: 23, Page No: 199)	Each	2.00	5,475.60	10951.20
5	Supplying & fixing swan type pillar cock of superior quality with Single C.P. head 1/2" dia 1/2" dia (S.I No: 16a, Page No: 199)	Each	2.00	1,029.60	2059.20
6	S/fixing concealed Tee-stop cock of suprior quality with C.P. head 1/2" dia 1/2" dia (S.I No: 12A, Page No: 198)	Each	4.00	1,614.60	6458.40
7	Providing and Fixing Handle Value				
	3/4" dia (S.I No: 05b, Page No: 197)	Each	2.00	1,848.60	3697.20
	1" dia (S.I No: 05c, Page No: 197)	Each	1.00	1,907.10	1907.10
8	Providing UPVC. pipes specials and clamps etc. including fixing cutting and fittings complete with and including the cost of breaking through walls and roof making good etc. with pigment to match the colour of the building and testing with water to a pressure bead of 200 feet and handling.				
i	1 "dia UPVC Pipe (CPVC SCH-40) (S.I No: 02 iii Page No: 193)	Rft	250.00	272.35	68087.50
ii	4 "dia UPVC Pipe (SDR SERIES) (S.I No: 02V, Page No: 193)	Rft	150.00	465.53	69829.50
iii	6 "dia UPVC Pipe (SDR SERIES) (S.I No: 02Vi, Page No: 193)	Rft	160.00	950.38	152060.80

9	Fitting				
	1"				
a	P/F Elbow 1" (CPVC SCH-40) Sanitary Tape/Sofaida I/C all Labour . (S.I No: 05C, Page No: 193)	Each	12.00	586.40	7036.80
b	P/F Socket 1" (CPVC SCH-40) Sanitary Tape/Sofaida I/C	Each	6.00	570.96	3425.76
	all Labour . (S.I No: 06C, Page No: 193)				
с	P/F Tee 1" (CPVC SCH-40) Sanitary Tape/Sofaida I/C all Labour . (S.I No: 10C, Page No: 193)	Each	3.00	512.27	1536.81
	4"				
	P/F Cross 4" (CPVC SCH-40) Sanitary Tape/Sofaida I/C all				
d	Labour . (S.I No: 04d, Page No: 193)	Each	2.00	8,974.56	17949.12
	P/F Elbow 4" (CPVC SCH-40)Sanitary Tape/Sofaida I/C all				
e	Labour . (S.I No: 05d, Page No: 194)	Each	6.00	1,528.49	9170.94
	P/F Socket 4" (CPVC SCH-40) Sanitary Tape/Sofaida I/C				
f	all Labour . (S.I No: 06d, Page No: 194)	Each	3.00	1,703.52	5110.56
	P/F "Y" tee 4" (CPVC SCH-40) Sanitary Tape/Sofaida I/C	г 1	4.00	1 100 17	4400.60
g	all Labour . (S.I No: 07d, Page No: 194)	Each	4.00	1,100.17	4400.68
h	P/F Tee 4" (CPVC SCH-40) Sanitary Tape/Sofaida I/C all	Each	4.00	1,106.35	4425.40
11	Labour .(S.I No: 10d, Page No: 194)	Lacii	4.00	1,100.55	4423.40
i	P/F Elbow 45 degree 6" (CPVC SCH-40) Sanitary	Each	4.00	625.95	2503.80
	Tape/Sofaida I/C all Labour(S.I No: 15d, Page No: 195)	Luch		023.70	2505.00
	6"				
j	P/F Elbow 6" (CPVC SCH-40) Sanitary Tape/Sofaida I/C all Labour . (S.I No: 5e, Page No: 194)	Each	1.00	4,586.40	4586.40
,	P/F Elbow 45 degree 6" (CPVC SCH-40) Sanitary	Б. 1	1.00	(25.05	625.05
h	Tape/Sofaida I/C all Labour(S.I No: 15e, Page No: 195)	Each	1.00	625.95	625.95
Total Amount Schedule Item =					
	Premium Quoted Above or Below in %	ó .			
	Total Amount Schedule Item (Incl. of Govt Application)	able Ta	xes) =		
Non-	Schedule Item				
	P-TRAP	Per			
10	Providing & fixing 6" x 6" x 3" upvc gully trap with 4" inch	No.	4.00		
	outlet complete in all respect.	110.			
	PPRC				
	Providing & fixing PPRC pipes & special etc including	Per			
11	brass fitting fixing cutting complete including the cost of	Rft	100.00		
	cutting & dispose of surplus etc complete in all respect.	KII			
	25mm dia pipe.				
12	P-TRAP JALI	Per No.	2.00		
	Providing and fixing RCC main hole cover 2"thick	Per			
13	3.5'x3.5'Approved quality	Sft.	4.00		
	Making of main holes of internal size 2.5'x2.5' including all				
14	materials, excavation, plaster etc complete in all respect.	Each	4.00		
	, , r	<u> </u>			

15	Providing and fixing wash basin in white glazed carthen ware complete with &e including the cost of bolt kit built into wall, rubber plug & chrome plated C.P. brass traps making requisite number of holes in walls, pipe connection & making good (Standard Pattern) (Karam Ceramics).	P.No	2.00		
	Total Amo	unt Nor	ı- Schedu	le Item =	
	All tax are Included Total Amount of Plumbing Works	(Sched	ule + No	n-Schedule	
				Items=	

SUMMARY

Sr. No.	Details	Amount in Rs. Incl. of Govt. Applicable Tax
1	Civil Works	
2	Electrical Works	
3	Plumbing Works	
	Total Amount (Including all Govt. Applicable Taxes) =	

• Amount	In Words:	
Co	ontractor	Procuring Agency

SCHEDULE-C TO BID

WORKS TO BE PERFORMED BY SUBCONTRACTORS*

The bidder will do the work with his own forces except the work listed below which he intends to sub-contract.

Items of Works to be Sub-Contracted

Name and address of Sub-Contractors

Statement of similar works previously executed. (attach evidence)



APPLICABLE

Note:

- * The Procuring Agency should decide whether to allow subcontracting or not.

 In case Procuring Agency decides to allow subcontracting then following conditions shall be complied with:
- 1. No change of Sub-Contractors shall be made by the bidder without prior approval of the Procuring Agency.
- 2. The truthfulness and accuracy of the statement as to the experience of Sub-Contractors is guaranteed by the bidder. The Procuring Agency's judgment shall be final as to the evaluation of the experience of Sub-Contractors submitted by the bidder.
- 3. Statement of similar works shall include description, location & value of works, year completed and name & address of the clients.

(INTEGRITY PACT)

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC PAYABLE BY CONTRACTORS

	ACIS WORTH RS. 10.00	,
Contract Volume	Dated	
Contract Value: Contract Title:		
or induced the procurem benefit from Government	ent of any contract, right of Sindh (GoS) or any ad	or] hereby declares that it has not obtained, interest, privilege or other obligation or ministrative subdivision or agency thereof through any corrupt business practice.
warrants that it has fully anyone and not given or or outside Pakistan eith including its affiliate, as sponsor or subsidiary, whether described as con the procurement of a co	y declared the brokerage, r agreed to give and shall her directly or indirectly gent, associate, broker, co any commission, gratifi nsultation fee or otherwise contract, right, interest, p from Procuring Agency (F	ig, [name of Contractor] represents and commission, fees etc. paid or payable to not give or agree to give to anyone within through any natural or juridical person, onsultant, director, promoter, shareholder, cation, bribe, finder's fee or kickback, e, with the object of obtaining or inducing rivilege or other obligation or benefit in PA) except that which has been expressly
make full disclosure of a related to the transaction	all agreements and arrang	d strict liability that it has made and will gements with all persons in respect of or any action or will not take any action to warranty.
declaration, not making the defeat the purpose of the contract, right, interest, aforesaid shall, without p	full disclosure, misrepreso this declaration, represen privilege or other obliga	and strict liability for making any false enting facts or taking any action likely to tation and warranty. It agrees that any ation or benefit obtained or procured as as and remedies available to PA under any option of PA.
Supplier/Contractor/Consit on account of its corramount equivalent to ten kickback given by [name	sultant] agrees to indemni rupt business practices an time the sum of any comm of Contractor] as aforesai contract, right, interest, p	cised by PA in this regard, [name of fy PA for any loss or damage incurred by d further pay compensation to PA in an nission, gratification, bribe, finder's fee or d for the purpose of obtaining or inducing privilege or other obligation or benefit in
[Procuring Agency]		[Contractor]

CONDITIONS OF CONTRACT Contractor Signature & Seal

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CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 **Definitions**

In the Contract as defined below, the words and expressions defined shall have the following meanings assigned to them, except where the context requires otherwise:

The Contract

- 1.1.1 —Contract means the Contract Agreement and the other documents listed in the Contract Data.
- 1.1.2 —Specifications means the document as listed in the Contract Data, including Procuring Agency's requirements in respect of design to be carried out by the Contractor (if any), and any Variation to such document.
- 1.1.3 —Drawings means the Procuring Agency's drawings of the Works as listed in the Contract Data, and any Variation to such drawings.

Persons

- 1.1.4 -Procuring Agency means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Contractor) any assignee.
- 1.1.5 —Contractor means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Procuring Agency) any assignee.
- 1.1.6 —Partyl means either the Procuring Agency or the Contractor.

Dates, Times and Periods

- 1.1.7 —Commencement Date | means the date after the date the Contract comes into effect or any other date named in the Contract Data.
- 1.1.8 —Daymeans a calendar day
- 1.1.9 —Time for Completion means the time for completing the Works as stated in the Contract Data (or as extended under Sub-Clause 7.3), calculated from the Commencement Date.

Money and Payments

1.1.10 —Cost means all expenditure properly incurred (or to be incurred) by the Contractor, whether on or off the Site, including overheads and similar charges but does not include any allowance for profit.

Other Definitions

- 1.1.11 —Contractor's Equipment means all machinery, apparatus and other things required for the execution of the Works but does not include Materials or Plant intended to form part of the Works.
- 1.1.12 —Country means the Islamic Republic of Pakistan.
- 1.1.13 -Procuring Agency's Risks means those matters listed in Sub-Clause 6.1.
- 1.1.14 —Force Majeure means an event or circumstance which makes performance of a Party's obligations illegal or impracticable and which is beyond that Party's reasonable control.
- 1.1.15 _Materials means things of all kinds (other than Plant) to be supplied and incorporated in the Works by the Contractor.
- 1.1.16 —Plant means the machinery and apparatus intended to form or forming part of the Works.
- 1.1.17 —Site means the places provided by the Procuring Agency where the Works are to be executed, and any other places specified in the Contract as forming part of the Site.
- 1.1.18 Variation means a change which is instructed by the Engineer/Procuring Agency under Sub-Clause 10.1.
- 1.1.19 __Works means any or all the works whether Supply, Installation, Construction etc. and design (if any) to be performed by the Contractor including temporary works and any variation thereof.
- -Engineer means the person notified by the Procuring Agency to act as Engineer for the purpose of the Contract and named as such in Contract Data.

1.2 **Interpretation**

Words importing persons or parties shall include firms and organisations. Words importing singular or one gender shall include plural or the other gender where the context requires.

1.3 **Priority of Documents**

The documents forming the Contract are to be taken as mutually explanatory of one another. If an ambiguity or discrepancy is found in the documents, the priority of the documents shall be in accordance with the order as listed in the Contract Data.

1.4 **Law**

The law of the Contract is the relevant Law of Islamic Republic of Pakistan.

1.5 Communications

All Communications related to the Contract shall be in English language.

1.6 **Statutory Obligations**

The Contractor shall comply with the Laws of Islamic Republic of Pakistan and shall give all notices and pay all fees and other charges in respect of the Works.

2. THE PROCURING AGENCY

2.1 **Provision of Site**

The Procuring Agency shall provide the Site and right of access thereto at the times stated in the Contract Data.

Site Investigation Reports are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.

2.2 Permits etc.

The Procuring Agency shall, if requested by the Contractor, assist him in applying for permits, licences or approvals which are required for the Works.

2.3 Engineer's/Procuring Agency's Instructions

The Contractor shall comply with all instructions given by the Procuring Agency or the Engineer, if notified by the Procuring Agency, in respect of the Works including the suspension of all or part of the works.

2.4 Approvals

No approval or consent or absence of comment by the Engineer/Procuring Agency shall affect the Contractor's obligations.

3. ENGINEER'S/PROCURING AGENCY'S REPRESENTATIVES

3.1 **Authorised Person**

The Procuring Agency shall appoint a duly authorized person to act for him and on his behalf for the purposes of this Contract. Such authorized person shall be duly identified in the Contract Data or otherwise notified in writing to the Contractor as soon as he is so appointed. In either case the Procuring Agency shall notify the Contractor, in writing, the precise scope of the authority of such authorized person at the time of his appointment.

3.2 Engineer's/Procuring Agency's Representative

The name and address of Engineer's/Procuring Agency's Representative is given in Contract Data. However the Contractor shall be notified by the Engineer / Procuring Agency, the delegated duties and authority before the Commencement of works.

4. THE CONTRACTOR

4.1 General Obligations

The Contractor shall carry out the works properly and in accordance with the Contract. The Contractor shall provide all supervision, labour, Materials, Plant and Contractor's Equipment which may be required

4.2 Contractor's Representative

The Contractor shall appoint a representative at site on full time basis to supervise the execution of work and to receive instructions on behalf of the Contractor but only after obtaining the consent of the Procuring Agency for such appointment which consent shall not be withheld without plausible reason(s) by the Procuring Agency. Such authorized representative may be substituted/ replaced by the Contractor at any time during the Contract Period but only after obtaining the consent of the Procuring Agency as aforesaid.

4.3 **Subcontracting**

The Contractor shall not subcontract the whole of the works. The Contractor shall not subcontract any part of the works without the consent of the Procuring Agency.

4.4 **Performance Security**

The Contractor shall furnish to the Procuring Agency within fourteen (14) days after receipt of Letter of Acceptance a Performance Security at the option of the bidder, in the form of Payee's order /Bank Draft or Bank Guarantee from scheduled bank for the amount and validity specified in Contract Data.

5. DESIGN BY CONTRACTOR

5.1 Contractor's Design

The Contractor shall carry out design to the extent specified, as referred to in the Contract Data. The Contractor shall promptly submit to the Engineer/Procuring Agency all designs prepared by him, within fourteen (14) days of receipt the Engineer/Procuring Agency shall notify any comments or, if the design submitted is not in accordance with the Contract, shall reject it stating the reasons. The

Contractor shall not construct any element of the works designed by him within

fourteen (14) days after the design has been submitted to the Engineer/Procuring Agency or which has been rejected. Design that has been rejected shall be promptly amended and resubmitted. The Contractor shall resubmit all designs commented on taking these comments into account as necessary.

5.2 Responsibility for Design

The Contractor shall remain responsible for his bided design and the design under this Clause, both of which shall be fit for the intended purposes defined in the Contract and he shall also remain responsible for any infringement of any patent or copyright in respect of the same. The Engineer/Procuring Agency shall be responsible for the Specifications and Drawings.

6. PROCURING AGENCY'S RISKS

6.1 The Procuring Agency's Risks

The Procuring Agency's Risks are:-

- a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, within the Country;
- b) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, within the Country;
- c) riot, commotion or disorder by persons other than the Contractor's personnel and other employees including the personnel and employees of Sub-Contractors, affecting the Site and/or the Works;
- d) ionising radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly, except to the extent to which the Contractor/Sub-Contractors may be responsible for the use of any radio-active material;
- e) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
- f) use or occupation by the Procuring Agency of any part of the Works, except as may be specified in the Contract;
- g) late handing over of sites, anomalies in drawings, late delivery of designs and drawings of any part of the Works by the Procuring Agency's personnel or by others for whom the Procuring Agency is responsible;
- h) a suspension under Sub-Clause 2.3 unless it is attributable to the Contractor's failure; and
- i) physical obstructions or physical conditions other than climatic conditions, encountered on the Site during the performance of the Works, for which the Contractor immediately notified to the Procuring Agency and accepted by

7. TIME FOR COMPLETION

7.1 Execution of the Works

The Contractor shall commence the Works on the Commencement Date and shall proceed expeditiously and without delay and shall complete the Works, subject to Sub-Clause 7.3 below, within the Time for Completion.

7.2 **Programme**

Within the time stated in the Contract Data, the Contractor shall submit to the Engineer/Procuring Agency a programme for the Works in the form stated in the Contract Data.

7.3 Extension of Time

The Contractor shall, within such time as may be reasonable under the circumstances, notify the Procuring Agency/Engineer of any event(s) falling within the scope of Sub-Clause 6.1 or 10.3 of these Conditions of Contract and request the Procuring Agency/Engineer for a reasonable extension in the time for the completion of works. Subject to the aforesaid, the Procuring Agency/Engineer shall determine such reasonable extension in the time for the completion of works as may be justified in the light of the details/particulars supplied by the Contractor in connection with the such determination by the Procuring Agency/Engineer within such period as may be prescribed by the Procuring Agency/Engineer for the same; and the Procuring Agency may extend the time for completion as determined.

7.4 Late Completion

If the Contractor fails to complete the Works within the Time for Completion, the Contractor's only liability to the Procuring Agency for such failure shall be to pay the amount as **liquidity damages** stated in the Contract Data for each day for which he fails to complete the Works.

8. TAKING-OVER

8.1 **Completion**

The Contractor may notify the Engineer/Procuring Agency when he considers that the Works are complete.

8.2 **Taking-Over Notice**

Within fourteen (14) days of the receipt of the said notice of completion from the Contractor the Procuring Agency/Engineer shall either takeover the completed works and issue a Certificate of Completion to that effect or shall notify the Contractor his reasons for not taking-over the works. While issuing the Certificate of Completion as aforesaid, the Procuring Agency/Engineer may identify any outstanding items of work which the Contractor shall undertake during the Maintenances Period.

9. REMEDYING DEFECTS

9.1 **Remedying Defects**

The Contractor shall for a period stated in the Contract Data from the date of issue of the Certificate of Completion carry out, at no cost to the Procuring Agency, repair and rectification work which is necessitated by the earlier execution of poor quality of work or use of below specifications material in the execution of Works and which is so identified by the Procuring Agency/Engineer in writing within the said period. Upon expiry of the said period, and subject to the Contractor's faithfully performing his aforesaid obligations, the Procuring Agency/Engineer shall issue a Maintenance Certificate whereupon all obligations of the Contractor under this Contract shall come to an end.

Failure to remedy any such defects or complete outstanding work within a reasonable time shall entitle the Procuring Agency to carry out all necessary works at the Contractor's cost. However, the cost of remedying defects not attributable to the Contractor shall be valued as a Variation.

9.2 **Uncovering and Testing**

The Engineer/Procuring Agency may give instruction as to the uncovering and/or testing of any work. Unless as a result of an uncovering and/or testing it is established that the Contractor's design, materials, plant or workmanship are not in accordance with the Contract, the Contractor shall be paid for such uncovering and/or testing as a Variation in accordance with Sub-Clause 10.2.

10. VARIATIONS AND CLAIMS

10.1 **Right to Vary**

The Procuring Agency/Engineer may issue Variation Order(s) in writing. Where for any reason it has not been possible for the Procuring Agency/Engineer to issue such Variations Order(s), the Contractor may confirm any verbal orders given by the Procuring Agency/Engineer in writing and if the same are not refuted/denied by the Procuring Agency/Engineer within ten (10) days of the receipt of such confirmation the same shall be deemed to be a Variation Orders for the purposes of this Sub-Clause.

10.2 Valuation of Variations

Variations shall be valued as follows:

- a) at a lump sum price agreed between the Parties, or
- b) where appropriate, at rates in the Contract, or
- c) in the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation, or failing which
- d) at appropriate new rates, as may be agreed or which the Engineer/Procuring Agency considers appropriate, or
- e) if the Engineer/Procuring Agency so instructs, at day work rates set out in the Contract Data for which the Contractor shall keep records of hours of labour and Contractor's Equipment, and of Materials, used.

10.3 Changes in the Quantities.

- a) If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Procuring Agency/Engineer shall adjust the rate to allow for the change and will be valued as per sub clause 10.2.
- b) The Engineer shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Procuring Agency.
- c) If requested by the Engineer, the contractor shall provide the Engineer with a detailed cost breakdown of any rate in the Bill of Quantities.

10.4 Early Warning

The Contractor shall notify the Engineer/Procuring Agency in writing as soon as he is aware of any circumstance which may delay or disrupt the Works, or which may give rise to a claim for additional payment.

To the extent of the Contractor's failure to notify, which results to the Engineer/Procuring Agency being unable to keep all relevant records or not taking steps to minimise any delay, disruption, or Cost, or the value of any Variation, the Contractor's entitlement to extension of the Time for Completion or additional payment shall be reduced/rejected.

10.5 Valuation of Claims

If the Contractor incurs Cost as a result of any of the Procuring Agency's Risks, the Contractor shall be entitled to the amount of such Cost. If as a result of any Procuring Agency's Risk, it is necessary to change the Works, this shall be dealt with as a Variation subject to Contractor's notification for intention of claim to the Engineer/Procuring Agency within fourteen (14) days of the occurrence of cause.

10.6 Variation and Claim Procedure

The Contractor shall submit to the Engineer/Procuring Agency an itemised detailed breakdown of the value of variations and claims within twenty eight (28) days of the instruction or of the event giving rise to the claim. The Engineer/Procuring Agency shall check and if possible agree the value. In the absence of agreement, the Procuring Agency shall determine the value.

11. CONTRACT PRICE AND PAYMENT

11.1 (a) Terms of Payments

The amount due to the Contractor under any Interim Payment Certificate issued by the Engineer pursuant to this Clause, or to any other terms of the Contract, shall, subject to Clause 11.3, be paid by the Procuring Agency to the Contractor within 30 days subject to Pre-Audit after such Interim Payment Certificate has been jointly verified by Procuring Agency and Contractor, or, in the case of the Final Certificate referred to in Sub Clause 11.5, within 60days after such Final Payment Certificate has been jointly verified by Procuring Agency and Contractor;

(b) Valuation of the Works

The Works shall be valued as provided for in the Contract Data, subject to Clause 10.

11.2 **Monthly Statements**

The Contractor shall be entitled to be paid at monthly intervals:

- a) the value of the Works executed less to the cumulative amount paid previously; and
- b) value of secured advance on the materials and valuation of variations (if any).

The Contractor shall submit each month to the Engineer/Procuring Agency a statement showing the amounts to which he considers himself entitled.

11.3 Interim Payments

Within a period not exceeding seven (07) days from the date of submission of a statement for interim payment by the Contractor, the Engineer shall verify the same and within a period not exceeding thirty (30/60) days from the said date of submission by the Contractor, the Procuring Agency shall pay to the Contractor the sum subject to adjustment for deduction of the advance payments and retention money.

11.4 **Retention**

Retention money shall be paid by the Procuring Agency to the Contractor within fourteen (14) days after either the expiry of the period stated in the Contract Data, or the remedying of notified defects, or the completion of outstanding work, all as referred to in Sub-Clause 9.1, whichever is the later.

11.5 Final Payment

Within twenty one (21) days from the date of issuance of the Maintenance Certificate the Contractor shall submit a final account to the Engineer to verify and the Engineer shall verify the same within fourteen (14) days from the date of submission and forward the same to the Procuring Agency together with any documentation reasonably required to enable the Procuring Agency to ascertain the final contract value.

Within sixty (60) days from the date of receipt of the verified final account from the Engineer, the Procuring Agency shall pay to the Contractor any amount due to the Contractor. While making such payment the Procuring Agency may, for reasons to be given to the Contractor in writing, withhold any part or parts of the verified amount.

11.6 Currency

Payment shall be in the currency stated in the Contract Data.

12. **DEFAULT**

12.1 **Defaults by Contractor**

If the Contractor abandons the Works, refuses or fails to comply with a valid instruction of the Engineer/Procuring Agency or fails to proceed expeditiously and without delay, or is, despite a written complaint, in breach of the Contract, the Procuring Agency may give notice referring to this Sub-Clause and stating the default.

If the Contractor has not taken all practicable steps to remedy the default within fourteen (14) days after receipt of the Procuring Agency's notice, the Procuring Agency may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilize from the Site leaving behind any Contractor's Equipment which the Procuring Agency instructs, in the second notice, to be used for the completion of the Works at the risk and cost of the Contractor.

12.2 **Payment upon Termination**

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the works executed and of the Materials and Plant reasonably delivered to the site, adjusted by the following:

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) any sums to which the Procuring Agency is entitled,
- c) if the Procuring Agency has terminated under Sub-Clause 12.1 or 12.3, the Procuring Agency shall be entitled to a sum equivalent to twenty percent (20%) of the value of parts of the Works not executed at the date of the termination, and

d) if the Contractor has terminated under Sub-Clause 12.2 or 12.3, the Contractor shall be entitled to the cost of his demobilisation together with a sum equivalent to ten percent (10%) of the value of parts of the works not executed at the date of termination.

The net balance due shall be paid or repaid within twenty eight (28) days of the notice of termination.

13. RISKS AND RESPONSIBILITIES

13.1 Contractor's Care of the Works

Subject to Sub-Clause 9.1, the Contractor shall take full responsibility for the care of the Works from the Commencement Date until the date of the Procuring Agency's/Engineer's issuance of Certificate of Completion under Sub-Clause 8.2. Responsibility shall then pass to the Procuring Agency. If any loss or damage happens to the Works during the above period, the Contractor shall rectify such loss or damage so that the Works conform with the Contract.

Unless the loss or damage happens as a result of any of the Procuring Agency's Risks, the Contractor shall indemnify the Procuring Agency, or his agents against all claims loss, damage and expense arising out of the Works.

13.2 Force Majeure

If Force Majeure occurs, the Contractor shall notify the Engineer/Procuring Agency immediately. If necessary, the Contractor may suspend the execution of the Works and, to the extent agreed with the Procuring Agency demobilize the Contractor's Equipment.

14. INSURANCE

14.1 **Arrangements**

The Contractor shall, prior to commencing the Works, effect insurances of the types, in the amounts and naming as insured the persons stipulated in the Contract Data except for items (a) to (e) and (i) of the Procuring Agency's Risks under Sub-Clause 6.1. The policies shall be issued by insurers and in terms approved by the Procuring Agency. The Contractor shall provide the Engineer/Procuring Agency with evidence that any required policy is in force and that the premiums have been paid.

14.2 **Default**

If the Contractor fails to effect or keep in force any of the insurances referred to in the previous Sub-Clause, or fails to provide satisfactory evidence, policies or receipts, the Procuring Agency may, without prejudice to any other right o remedy, effect insurance for the cover relevant to such as a default and pay the premiums due and recover the same plus a sum in percentage given in Contractor Data from any other amounts due to the Contractor.

15. RESOLUTION OF DISPUTES

15.1 Engineer's Decision

If a dispute of any kind whatsoever arises between the Procuring Agency and the Contractor in connection with the works, the matter in dispute shall, in the first place, be referred in writing to the Engineer, with a copy to the other party. Such reference shall state that it is made pursuant to this Clause. No later than the twenty eight (28) days after the day on which he received such reference, the Engineer shall give notice of his decision to the Procuring Agency (Superintending Engineer) and the Contractor.

Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the work with all due diligence, and the Contractor and the Procuring Agency (Superintending Engineer)shall give effect forthwith to every such decision of the Engineer unless and until the same shall be revised, as hereinafter provided in an arbitral award.

15.2 **Notice of Dissatisfaction**

If a Party is dissatisfied with the decision of the Engineer of consultant or if no decision is given within the time set out in Sub-Clause 15.1 here above, the Party may give notice of dissatisfaction referring to this Sub-Clause within fourteen (14) days of receipt of the decision or the expiry of the time for the decision. If no notice of dissatisfaction is given within the specified time, the decision shall be final and binding on the Parties. If notice of dissatisfaction is given within the specified time, the decision shall be binding on the Parties who shall give effect to it without delay unless and until the decision of the Engineer is revised by an arbitrator.

If a contractor is dissatisfied with the decision of the Engineer of the department or decision is not given in time then he can approach Superintending Engineer within 14 days, in case of dissatisfaction with decision of Superintending Engineer or not decided within 28 days, then arbitration process would be adopted as per clause 15.3.

15.3 **Arbitration**

A dispute which has been the subject of a notice of dissatisfaction shall be finally settled as per provisions of Arbitration Act 1940 (Act No. X of 1940) and Rules made there under and any statutory modifications thereto. Any hearing shall be held at the place specified in the Contract Data and in the language referred to in Sub-Clause 1.5.

16 INTEGRITY PACT

- 16.1 If the Contractor or any of his Sub-Contractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Schedule-F to his Bid, then the Procuring Agency shall be entitled to:
 - (a) recover from the Contractor an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Contractor or any of his Sub-Contractors, agents or servants;
 - (b) terminate the Contract; and
 - (c) recover from the Contractor any loss or damage to the Procuring Agency as a result of such termination or of any other corrupt business practices of the Contractor or any of his Sub-Contractors, agents or servants.

On termination of the Contract under Sub-Para (b) of this Sub-Clause, the Contractor shall demobilize from the site leaving behind Contractor's Equipment which the Procuring Agency instructs, in the termination notice, to be used for the completion of the works at the risk and cost of the Contractor. Payment upon such termination shall be made under Sub-Clause 12.4, in accordance with Sub-Para (c) thereof, after having deducted the amounts due to the Procuring Agency under Sub-Para (a) and (c) of this Sub-Clau

CONTRACT DATA

(Note: Except where otherwise indicated, all Contract Data should be filled in by the Procuring Agency prior to issuance of the Bidding Documents.)

Sub-Clauses of Conditions of Contract

- 1.1.3 Procuring Agency's Drawings, if any (To be listed by the Procuring Agency (If required))
- 1.1.4 The Procuring Agency means

Dawood University of Engineering & Technology, Karachi

1.1.5 **The Contractor** means

Bidder

- 1.1.6 **Commencement Date** means the date of issue of Engineer's Notice to Commence which shall be issued within (3) days of the signing of the Contract Agreement.
- 1.1.9 Time for Completion as specified in the NIT 02 Months

(The time for completion of the whole of the Works should be assessed by the Procuring Agency)

1.1.20 Engineer (mention the name along with the designation including whether he belongs to department or consultant) and other details

Procuring Agency (as mentioned above)

- 1.3 Documents forming the Contract listed in the order of priority:
- (a) The Contract Agreement on legal stamp paper
- (b) Work Order / Award Letter
- (c) The completed Form of Bid submitted by bidder
- (d) Contract Data
- (e) Conditions of Contract
- (f) The completed Schedules to Bid including Schedule of Prices
- (g) The Drawings, if any
- (h) The Specifications

(The Procuring Agency may add, in order of priority, such other documents as form part of the Contract. Delete the document, if not applicable)

- 2.1 **Provision of Site:** On the Commencement Date
- 3.1 Authorized person: Procurement Section
- 3.2 Name and address of Engineer's/Procuring Agency's representative

Pls Contact to Concerned Procurement Section, Dawood University of Engineering & Technology. M.A Jinnah Road, Karachi

4.4 Performance Security:

Amount 5% of Contract Awarded Amount

(Form: As provided under Standard Forms of these Documents)

5.1 Requirements for Contractor's design (if any):

The contractor shall provide (if required by PA)

Amount payable as liquidated damages due to failure to complete the work in stipulated time shall be 2% of total contract amount per day up to a maximum of (10%) of contract price. Once Maximum deduction is reached Procuring Agency has the right to terminate the contract and forfeit the bid security/performance security and will declare blacklist.

9.1 Period for remedying defects

Within a Week Period or immediately under the supervision of concerned dept (if identified by Director (W&S) / Project Director / Civil Engineer of Procuring Agency

10.2 (e) Variation procedures:

Day work rates Not applicable

11.1 Terms of Payments

a) Mobilization Advance (if applicable)

- (1) Mobilization Advance up to 10 % of the Contract Price stated in the Letter of Acceptance shall be paid by the Procuring Agency to the Contractor on the works costing Rs.2.5 million or above on following conditions:
 - (i) on 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 to the Procuring Agency;
 - (ii) Contractor will pay interest on the mobilization advance at the rate of 10% per annum on the advance; and
 - (iii) This Advance including the interest shall be recovered in 5 equal installments from the five (05) R.A bills and in case the number of bills is less than five (05) then 1/5th of the advance **inclusive of the interest** thereon shall be recovered from each bill and the balance together with interest be recovered from the final bill. It may be insured that there is sufficient amount in the final bill to enable recovery of the Mobilization Advance.

OR

2) Secured Advance on Materials (if applicable)

- (a) The Contractor shall be entitled to receive from the Procuring Agency Secured Advance against an INDENTURE BOND in P W Account Form No. 31(Fin. R. Form No. 2 acceptable to the Procuring Agency of such sum as the Engineer may consider proper in respect of non-perishable materials brought at the Site but not yet incorporated in the Permanent Works provided that:
- (i) The materials are in accordance with the Specifications for the Contractor Signature & Seal

- Permanent Works:
- (ii) Such materials have been delivered to the Site and are properly stored and protected against loss or damage or deterioration to the satisfaction and verification of the Engineer but at the risk and cost of the Contractor;
- (iii) 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;
- (iv) 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;
- (v) Ownership of such materials shall be deemed to vest in the Procuring Agency and these materials shall not be removed from the Site or otherwise disposed of without written permission of the Procuring Agency;
- (vi) 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 stands other materials

- (vii) Secured Advance should not be allowed unless &until the previous advance, if an, fully recovered;
- (viii) Detailed account of advances must be kept in part II of running account bill; and
- (ix) Secured Advance may be permitted only against materials/quantities anticipated to be consumed / utilized on the work within a period of 3 months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract

(b) Recovery of Secured Advance:

- (i) Secured Advance paid to the Contractor under the above provisions shall be effected from the monthly payments on actual consumption basis, but not later than period specified in the rules not more than three months (even if unutilized); other conditions.
- (ii) As recoveries are made the outstanding accounts of the items concerned in Part II should be reduced b making deduction entries in the column; —deduct quantity utilized in work measured since previous bill, || equivalent to the quantities of materials used by the contractor on items of work shown as executed in part I of the bill.
- (c) Interim payments: The Contractor shall submit to the Engineer monthly statements of the estimated value of the work completed less the cumulative amount certified previously.
 - (i) The value of work completed comprises the value of the quantities of the items in the Bill of Quantities completed.
 - (ii) value of secured advance on the materials and valuation of variations (if any).
 - (iii) Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.
 - (v) Retention money and other advances are to be recovered from the bill submitted by contractor.

11.6 **Currency of payment:** Pak. Rupees

14.1 **Insurances:** (Procuring Agency may decide, keeping in view the nature and the scope of the work)

Type of cover

Work & other supplies as per schedule of requirements

Amount of cover

The sum stated in the Letter of Acceptance/Work Order plus fifteen percent (15%)

Type of cover

	Contractor's Equipment:
	Amount of cover
	Full replacement cost
	Type of cover
	Third Party-injury to persons and damage to property
	(The minimum amount of third party insurance should be assessed by the Procuring Agency).
	Workers:
	Other cover*:
	Other cover · .
	(In each case name of insured is Contractor and Procuring Agency)
15.3	Arbitration**
	Place of Arbitration: Dawood University of Engineering & Technology (DUET) Karachi

Dawood University of Engineering & Technology, karachi

STANDARD FORMS

(Note: Standard Forms provided in this document for securities are to be issued by a bank. In case the bidder chooses to issue a bond for accompanying his bid or performance of contract or receipt of advance, the relevant format shall be tailored accordingly without changing the spirit of the Forms of securities).

FORM OF BID SECURITY

(Bank Guarantee)

				Guarantee No	
(Lette	r by the	Guara	ntor to the Procuring	Executed on g Agency)	
addre Name	ss:e of Prin	cipal ((Scheduled Bank in Bidder) with	Pakistan) with	
			press in words and		
Bid R	eferenc	e No		Date of Bid	
the reunto Agen we bi firmly	equest of thecy) in nd oursey by these	the survelves, see presentation the	n stated above, for the our heirs, executors, ents. OF THIS OBLIG accompanying B	ENTS, that in pursuance of the terms of the Be e Guarantor above-named are held and firm, (hereinafter called The -I he payment of which sum well and truly to administrators and successors, jointly and second successors, jointly and second numbered and dated as about (Particulars of Bid) to the said I	ly bound Procuring be made, severally, cipal has
Agen	cy; and				S
that t		cipal fi	ırnishes a Bid Secur	required as a condition for considering the rity in the above said sum to the Procuring	
(1)(2)	the pe	eriod of	Security shall remain a validity of the bid; went of;	n valid for a period of twenty eight (28) day	s beyond
	(a)	the P	rincipal withdraws h	nis Bid during the period of validity of Bid, or	r
	(b)	(b) the Principal does not accept the correction of his Bid Price, pursuant t Clause 16.4 (b) of Instructions to Bidders, or			t to Sub-
	(c)	failu	re of the successful b	pidder to	
		(i)	-	red Performance Security, in accordance v f Instructions to Bidders, or	vith Sub-
		(ii)	sign the propose	ed Contract Agreement, in accordance w	ith Sub-

Clauses IB-20.2 & 20.3 of Instructions to Bidders,

the entire sum be paid immediately to the said Procuring Agency for delayed completion and not as penalty for the successful bidder's failure to perform.

NOW THEREFORE, if the successful bidder shall, within the period specified therefore, on the prescribed form presented to him for signature enter into a formal Contract Agreement with the said Procuring Agency in accordance with his Bid as accepted and furnish within fourteen (14) days of receipt of Letter of Acceptance, a Performance Security with good and sufficient surety, as may be required, upon the form prescribed by the said Procuring Agency for the faithful performance and proper fulfilment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

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

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

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

	Guarantor (Bank)
Witness:	1. Signature
1	2. Name
Corporate Secretary (Seal)	3. Title
2	
(Name, Title & Address)	Corporate Guarantor (Seal)

FORM OF PERFORMANCE SECURITY (Bank Guarantee)

	Guarantee No
	Executed on
	Expiry Date
(Letter by the Guarantor to the Procuring	Agency)
Name of Guarantor (Scheduled Bank in F	Pakistan) with
address:	
Name of Principal (Contractor) with address:	
Penal Sum of Security (express in words figures)	and
Letter of Acceptance No	Dated
Documents and above said Letter of Accerequest of the said Principal we, the Guathe Procuring Agency) in the penal sum of sum well and truly to be made to the said	ENTS, that in pursuance of the terms of the Bidding eptance (hereinafter called the Documents) and at the rantor above named, are held and firmly bound unto (hereinafter called the the amount stated above, for the payment of which aid Procuring Agency, we bind ourselves, our heirs, jointly and severally, firmly by these presents.
THE CONDITION OF THIS OBLIGATION accepted the Procuring Agency's abo	ATION IS SUCH, that whereas the Principal has been said Letter of Acceptance for
1)	Name of Project).

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the Procuring Agency, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of the said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Clause 9, Remedying Defects, of Conditions of Contract are fulfilled.

Our total liability under this Guarantee is limited to the sum stated above and it is a condition of any liability attaching to us under this Guarantee that the claim for payment in writing shall

be received by us within the validity period of this Guarantee, failing which we shall be

discharge	d of our liability, if any, under	this Guarantee.	
defenses u Procuring cavil or as or reasons Procuring obligation	ander the Contract, do hereby Agency without delay upon rguments and without requiri- s for such demand any sum Agency's written declaration	the Procuring Age or sums up to the that the Principal had which payment wil	rantor), waiving all objections and dependently guarantee to pay to the ncy's first written demand without gency to prove or to show grounds amount stated above, against the has refused or failed to perform the l be effected by the Guarantor to
deciding Contract objection Procuring IN WITN its seal on affixed an	whether the Principal (Control or has defaulted in fulfilling any sum or sums up to the and Agency forthwith and without ESS WHEREOF, the above to the date indicated above, the	ractor) has duly pe said obligations an nount stated above out at any reference to the bounded Guarantor I name and corporate	be the sole and final judge for rformed his obligations under the did the Guarantor shall pay without upon first written demand from the ne Principal or any other person. The executed this Instrument under exeal of the Guarantor being hereto expresentative, pursuant to authority
			Guarantor (Bank)
	itness:	1.	Signature
	Corporate Secretary (Seal)	2.	Name
	Corporate Secretary (Sear)	3.	Title
2.			
	(Name, Title & Address)		Corporate Guarantor (Seal)

FORM OF CONTRACT AGREEMENT

THIS (ONTRACT AGREEMENT (hereinafter called the —Agreementl) made on the
day of	200 between (hereinafter called the
-Procu	200 between (hereinafter called the ng Agency) of the one part and (hereinafter called the
	actor) of the other part.
WHER	EAS the Procuring Agency is desirous that certain Works, viz
should	be executed by the Contractor and has accepted a Bid by the Contractor for the
execut	on and completion of such Works and the remedying of any defects therein.
NOW	iis Agreement witnesseth as follows:
1.	in this Agreement words and expressions shall have the same meanings as are
	respectively assigned to them in the Conditions of Contract hereinafter referred to.
2.	The following documents after incorporating addenda, if any except those parts
_ .	relating to Instructions to Bidders, shall be deemed to form and be read and construed
	as part of this Agreement, viz:
	r
	(a) The Letter of Acceptance;
	(b) The completed Form of Bid along with Schedules to Bid;
	(c) Conditions of Contract & Contract Data;
	(d) The priced Schedule of Prices/Bill of quantities (BoQ);
	(e) The Specifications; and
	(f) The Drawings

- 3. In consideration of the payments to be made by the Procuring Agency to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Procuring Agency to execute and complete the Works and remedy defects therein in conformity and in all respects within the provisions of the Contract.
- 4. The Procuring Agency hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract

Signature of the Contactor	Signature of the Procuring Agency
(Seal)	(Seal)
Signed, Sealed and Delivered in the presence of:	
Witness:	Witness:
(Name, Title and Address)	(Name, Title and Address)

IN WITNESS WHEREOF the parties hereto have caused this Contract Agreement to be executed on the day, month and year first before written in accordance with their respective

laws.

MOBILIZATION ADVANCE GUARANTEE

					Gı	ıarantee	No		
Executed on									
(Letter by the	e Gua	rantor to the	e Procuring A	(gency					
WHEREAS	the							(herei	nafter
called the	e]		Agency)			into	a	Contract	for
					(P	articular	rs of	Contract),	— with
			(hereinafter called the Contractor).						
AND WHE		equest, a	uring Agency on amount) which am	of	Rs			F	Rupees
provisions o	f the (1
			ring Agency or the perform						
AND WHE (hereinafter of Procuring A furnish the sa	called gency	the Guarar agreeing					in con		of the
advance for fulfillment of	the pu of any	of his oblig	uarantor here bove mention gations for waring Agency	ed Cont hich the	ract and if he advance p	ne fails, ayment	and co	ommits defa de, the Guar	ult in rantor
the Guaranto	oresaid or, and n due	l, on the pa l on such fi	nult, of which rt of the Cor rst written do Guarantee w	ntractor, emand p	shall be give ayment sha	en by th ll be ma	e Prode by	curing Ager the Guaran	ncy to tor of

This Guar	rantee shall expire not later tha	n	
			egistered letter, telegram, telex or
	rstood that you will return thi unt to be claimed hereunder.	s Guarantee to us o	on expiry or after settlement of the
			Guarantor (Scheduled Bank)
Witness:		1.	Signature
			Name
	Corporate Secretary (Seal)	3.	Title
2.			
	(Name, Title & Address)	Corpe	orate Guarantor (Seal)

This Guarantee shall come into force as soon as the advance payment has been credited to the

account of the Contractor.

INDENTURE FOR SECURED ADVANCES

(For use in cases in which is contract is for finished work and the contractor has entered into an agreement for the execution of a certain specified quantity of work in a given time).
This INDENTURE made the
Contractor" which expression shall where the context so admits or implied be deemed to include his heirs, executors, administrators and assigns) of the one part and THE GOVERNOR OF SINDH (hereinafter called "the Government" of the other part).
WHEREAS by an agreement, dated (hereinafter called the said agreement, the contractor has agreed to perform the under-mentioned works (hereinafter referred to as the said work):-
(Here enter (the description of the works). ¹
AND WHEREAS the contractor has applied to the
(Rs
NOW THIS INDENTURE WTTNESSETH that in pursuance of the said agreement and in consideration of the sum of Rupees
And doth hereby covenant and agree with the Government and declare ay follow:-
(1) That the said sum of Rupees

(2) That the materials detailed in the said Running Account Bill (B) which have been Fin R Form No. 17-A

Offered to and accepted by (he Government as security for the said amount are absolutely by the Contractors own property free from encumbrances of any kind and the Contractor will not make any application for or receive a further advance on the security of materials which are not absolutely his own property and free from encumbrances of any kind and the contractor hereby agrees, at all times, to indemnify and save harmless the Government against all claims whatsoever to any materials in respect of which an advance has been made to him as aforesaid.

(3) That the said materials detailed in the said Running Account Bill (B) and all other Fin. R. Form No. 17-A

Materials on the security of which any further advance or advances may hereafter be made as aforesaid (hereinafter called the said materials) shall be used by the Contractor solely in *the* execution of the said works in accordance with the directions of the Divisional Officer-----(hereinafter called the Divisional Officer) and in the terms of the said agreement.

- (4) That the Contractor shall make at his own cost all necessary and adequate arrangement for the proper watch, safe custody and protection against all risks of the said material and that until used in construction as aforesaid the said materials shall remain at the site of the said works in the Contractor's custody and at his own risk and on his own responsibility and shall at all times be open to inspection by (he Divisional Officer or any officer authorized by him. In the event of the said materials of any part (hereof being stolen, destroyed or damaged or becoming deteriorated in a grater degree than is due to reasonable use and wear thereof Contractor will forthwith replace the same with other materials of like qualify or repair and make good the same as required by the Divisional Officer and the materials so brought to replace the said materials so repaired and made good shall also be considered as security for the said amount.
- (5) 'Hurt the said materials shall not on any account be removed from the site of the said works except with the written permission of the Divisional Officer or an officer authorized by him in that behalf
- (6) That the said amount shall be payable in full when or before the Contractor receives payment, from the Government of the price payable to him for the said works under the terms and provisions of the said agreement PROVIDED THAT if any intermediate payments are made to the contractor on account of work done then on the occasion of each such payment the Government will be at liberty to make a recovery from the Contractors Bill for such payment by deducting there from in the value of the said materials (hen actually used in the construction and in respect of which recovery has not been made previously the value for this purpose being determined in respect of each description of material at (he rates at which the amount of the advances made under these presents were calculated.
- (7) That if the Contractor shall at any time make any default in the performance or observation in any respect of any of the terms and provisions of the said agreement or of these presents the total amount of the advance or advances that may still be owing to the Government shall immediately on the happening of such default be repayable by the Contractor to the Government together with interest thereon at twelve

percent per annum from the date or respective dates of such advance or advances to the date or repayment and with all costs, charges, damages and expenses incurred by the Government in or for the recovery thereof or the enforcement of this security or

otherwise by reason of (he default of the Contractor and any moneys so becoming due and payable shall constitute a debt due from the Contractor to the Government and the Contractor hereby covenants and agrees with the Government to repay and the same respectively to it accordingly.

(8)	Γhat th	ne Contractor	hereby	charges	all	the	said materials	with the
repayment to th	ie Govei	mment of the sai	d sum of	Rupees				
(Rs) and	d any further sur	n or sum	s which m	ay b	e adva	anced as aforesaid	l and
a 11 costs cha	arges d	amages and ex	penses	payable ι	unde	r the	se present PRO	VIDED
ALWAYS and	it is he	reby agreed and	d declare	d that not	with	stand	ling anything in 1	the said
agreement an	d withou	out prejudice t	o the po	wers con	taine	d the	erein if and whe	ther the
covenant for p	ayment	and repayment	hereinbe	fore conta	ained	shall	become enforce	able and
the money owin	ng shall	not be paid to ac	cordingly					

Once therewith the Government may at any time thereafter adopt all or any of following courses as it may deem best;-

- (a) Seize and utilize the said materials or any part thereof in the completion of the said works on behalf of the Contractor in accordance with the provisions in that behalf contained in the said agreement debiting the Contractor with the actual cost of effecting such completion the amount due in respect of advances under these presents and crediting the Contractor with the value of work done as he had carried it out in accordance with the said agreement and at the rates thereby provided. If the balance is against the Contractor he is to pay the same to the Government on demand.
- (b) Remove and sell by public auction the seized materials or any part thereof and out of the moneys arising from the sale retain all the sums aforesaid repayable to the Government under these presents and pay over the surplus (if any) to the Contractor.
- (c) Deduct all or any part of the moneys owing out of the security deposit or any sum due to the Contractor under the said agreement.
- (9) That except as is expressly provided by the presents interest on the aid advance shall not be payable.

Signed, sealed and delivered by* In the presence of

Seal

1st witness 2nd witness

Signed, sealed and delivered by* In the presence of

Seal

1st Witness 2nd witness

SPECIFICATIONS

[Note for Preparing the Specifications]

A set of precise and clear specifications is a prerequisite for bidders to respond realistically and competitively to the requirements of the user without qualifying their Bids. The specifications must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, performance of the works. Only if this is done objectives of economy, efficiency, and fairness in procurement will be realized and responsiveness of Bids can be ensured, and the subsequent task of bid evaluation can be facilitated. The specifications should require that materials to be incorporated in the works be new, unused, and of the most recent or current models, and incorporated all recent improvements in design and materials unless provided for otherwise in the contract.

Samples of specifications from similar to previous procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the works and the repetitiveness of the type of procurement, it may be advantageous to standardize the Technical Specifications that should cover all classes of workmanship, materials and equipment although not necessarily to be used in a particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized international standards should be used as much as possible. The specifications shall consider all conditions but not limited to seismic conditions, weather conditions and environmental impact. The specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Specifications.

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Specifications to specific standards and codes to be met by Works to be furnished and tested, the provisions of the latest current edition or revision of the relevant shall apply, unless otherwise expressly stated in the Contract. Other authoritative standards that ensure equivalence to the standards and codes specified will be acceptable.]

*DRAWINGS

* (Note:

The Engineer/Procuring Agency may incorporate specific Drawings for Bidding purposes only or may include the detailed drawings in a separate volume, if necessary).



PHONE: 021-99231195-98, 99230307, 99232381 FAX: 021-99230710

Timing of Procurement	1st - 4th	1st - 4th	1st Quarter	1st Quarter	1st Quarter
Proposed Procurement Method	Open Competitive Bidding Process (OCB)	ОСВ	900	ОСВ	ОСВ
Source of funds (ADP/Non- ADP)	Non ADP / Own	Non ADP / Own	Non ADP / Own	Non ADP / Own	Non ADP / Own
Proposed Estimate for Proc Plan 2024-25	74.50	5.50	4.5484	8.4215	1.6905
Head of Account	Repair & Maintenacne Building (Civil Works)	Electification Plumbing & Other Infrastructure	Stationary	Printing & Publication	Printing & Publication
Procurement Description	Repair & Maintenacne Building (Civil Works)	Electification Plumbing & Other Infrastructure	Stationary (including controller examinaion deptt stationary)	Printing of Annual Reports 2023-24	Printing & Designing of DUET Graduate Profile Directory (as per DUET specs): Printing + Designing of Graduate Profile Directory Pages 400 Pages Size: 8.4" x 11" 8.4+4 Color Printing 128 Gram art/mat paper Cover 4+4 Color Printing on 350 Gram Art Card with Mat Lamination & Spot UV on Front Side.

PROCUREMENT PLAN



DAWOOD UNIVERSITY OF ENGINEERING AND TECHNOLOGY (DUET) New M.A. Jinnah Road, Karachi-748000(PAKISTAN)

PHONE: 021-99231195-98, 99230307, 99232381 FAX: 021-99230710

ement Procurement	1st Quarter	4th Quarter	3rd Quarter	1st Quarter	1st Quarter	1st Quarter	1st Quarter	1st Quarter	1st Quarter	1st Quarter
Procurement Method	800 000	ОСВ	ОСВ	OCB	ОСВ	ОСВ	ОСВ	ОСВ	ОСВ	ОСВ
Source or funds (ADP/Non- ADP)	Own	Non ADP / Own	Non ADP /	Non ADP / Own	Non ADP /	Non ADP /	Non ADP / Own	Non ADP /	Non ADP / Own	Non ADP / Own
Proposed Estimate for Proc Plan 2024-25	5.9400	1.5647	3.7070		0.8980				0.5745	7.2290
Head of Account	Printing & Publication	Printing & Publication	Generic Consumable		Convocation Expense	Convocation Expense	Convocation Expense	Convocation Expense	Convocation Expense	Convocation Expense
Procurement Description	Procurement of Prospectus Kit (Laptop Bag, Stationary included Pen printed DUET, pencil HB, Eraser, Sanitizer bottle 30 ML Printed DUET Logo & vision mission, Water Bottles 600 ML (Temperature Bottles) Printing & Designing of DUET Prospectus, DUET Newsletters, DUET Handbooks and DUET Writing Pad	Procurement of Examination Material Printing for	Controller of Examination Department Procurement Of Gowns	Procurement of Designing & Printing Material for Upcoming DUET Convocation 2025	1. Invitation Cards 1200 Qty,	2. Degree Folders 400 qty,	3. Award Shields Fancy Imported Wooden	Material approved good quanty of csy. 4. Certificates 50 Qty	Procurement of Gold Medals & Silver Medals for DUET Convocation 2025	Procurement of Various Services (Decoration, Catering/Food etc on DUET Convocation 2025



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Procurement Description	Head of Account	Proposed Estimate for Proc Plan 2024-25	Source of funds (ADP/Non- ADP)	Proposed Procurement Method	Timing of Procurement
		8.7015	Non ADP /	ОСВ	
AUDITORIUM SMD. SOUND SYSTEM. MULTIMEDIA, ELECTIC WORK, FIRE ALARM SYSTEM			Non ADP / Own	ОСВ	
Wiring & Wiring Accessories	Electrification, Plumbing and Other Infrastructure	1.1746	Non ADP / Own	ОСВ	3rd Quarter
Cable Containment	Electrification, Plumbing and Other Infrastructure	0.5587	Non ADP / Own	0CB	3rd Quarter
Switches & Sockets	Electrification, Plumbing and Other Infrastructure	0.0923	Non ADP / Own	ОСВ	3rd Quarter
		1.8256	Non ADP / Own	ОСВ	
Lighting & Fixtures	Repair & Maintanance Building	0.4949	Non ADP / Own	воо	3rd Quarter
Main Sub-Main Cables for Sub Station Main Panel	Repair & Maintanance Building	11.3497	Non ADP / Own	ОСВ	3rd Quarter
Voice & Data Communication System	Repair & Maintanance Building	0.3792	Non ADP /	OCB	3rd Quarter
Supply & Installation of Earthing System	Repair & Maintanance Building	0.0683	Non ADP /	ОСВ	3rd Quarter
		12.2921	Non ADP / Own	ОСВ	
Multimedia Projector 4000 Lumens with Projector Screee 20x15 ft including installation, cabling, mounting kit	IT Equipment	3.37	Non ADP / Own	900B	3rd Quarter
SMD Screen 6 x 12 ft, with cabling installation Uni	IT Equipment	11.638	Non ADP / Own	800	3rd Quarter
CCTV System (complete System)	IT Equipment	2.2735	Non ADP / Own	ОСВ	3rd Quarter



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Procurement Description	Head of Account	Proposed Estimate for Proc Plan 2024-25	Source of funds (ADP/Non- ADP)	Proposed Procurement Method	Timing of Procurement
		17.2815	Non ADP / Own	ОСВ	
Fire Alarm System	Office & Electric Equipment	2.6982	Non ADP / Own	ОСВ	3rd Quarter
Sound System	Office & Electric Equipment	10.4419	Non ADP / Own	ОСВ	3rd Quarter
Supply & Installation of UPS 6 KVA & 10 KVA	Office & Electric Equipment	2.9407	Non ADP / Own	900	3rd Quarter
		16.0808	Non ADP /	ОСВ	
Pre-qualification of Auto Workshops from interested firms owned workshop for repair & maintenance of DUET vehicles (LTV & HTV)	Repair & Maintenance Transport	3.5000	Non ADP / Own	ОСВ	1st Quarter
Procurement of Repair & Maintenance Services Annual Basis for Regular Service & Maintenance of all DUET ACs/HVAC units	Repair & Maintenance (Machinery & Equipment)	1.7500	Non ADP / Own	ОСВ	1st Quarter
Renewal of Contract Agreement of Existing Contractor for providing Janitorial Services for the year 2024-25	Service Charges	17,3053	Non ADP / Own	ОСВ	1st Quarter
Renewal of Contract Agreement of Existing Security Services for the year 2024-2025	Service Charges	14.2070	Non ADP / Own	9008	1st Quarter
		31.5123	Non ADP / Own	ОСВ	



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Procurement Description	Head of Account	Proposed Estimate for Proc Plan 2024-25	Source of funds (ADP/Non- ADP)	Proposed Procurement Method	Timing of Procurement
CMS SOFTWARE - 2nd Year License Renewal Cost with complete technical support	Software	8.1400	Non ADP / Own	ОСВ	4th Quarter
Orientation Day Expenses			Non ADP / Own	90CB	3rd - 4th Otr
Roman banner MS Pipe Frame with Pana Flex Size 12 ft * 8 Ft Rental Basis	Generic Consumbales	0.1272	Non ADP / Own	воо	
Media wall MS pipe Frame with Pana flex Size 12ft ** 8 Ft Rental Basis	Generic Consumbales	0.0225	Non ADP / Own	ОСВ	
		0.1497	Non ADP / Own	ОСВ	
DECORATION SETUP ON ORIENTATION Group Photo Pavilion Setup for 80 Students in Flag Hoisting Lawn area with 6 VIP Chairs 6 Dispensers for Auditorium along with water bottle students & Parents Disposal glasses for students & Parents Mini Mineral Water Bottles Standing Fan Standing Fan Stage Seating Setup with white cloth and Flower setup for 8 persons SMD 10*20 Sound System 50 Chairs, Kanat, Tent, 6 , 2.5 * 4 Table with Cover For waiting Area Tent, kanat, Table and Chairs with Cover For Auditorium lawn	Entertainment	0.2852	Non ADP /	900 900	3rd - 4th Otr



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Procurement Description	Head of Account	Proposed Estimate for Proc Plan 2024-25	Source of funds (ADP/Non- ADP)	Proposed Procurement Method	Timing of Procurement
Orientation Day Expenses - Lunch Boxes	Entertainment	0.5980	Non ADP / Own	ОСВ	3rd - 4th Qtr
		0.8832	Non ADP / Own	ОСВ	
Students Week (Decoration Rs. 426,000, Printing of Panaflex Rs. 25800/- & Sports items 37,107/-	Students Activity	0.5000	Non ADP / Own	900B	3rd - 4th Qtr
Gala Dinner (1000 Guests)		3.0385	Non ADP / Own	800	3rd - 4th Qtr
			Non ADP / Own		
LABORATORY EQUIPMENT			Non ADP / Own	OCB	3rd - 4th Otr
Procurement of Lab Equipment Telecommunication Engineering Deptt	Lab Equipment	29.0103	Non ADP / Own	ОСВ	3rd - 4th Qtr
Procurement of Lab Equipment Callibration & Services for Telecommunication Engineering Department	Lab Equipment	3.0000	Non ADP / Own	ОСВ	3rd - 4th Qtr
Procurement of Lab Equipment for Energy & Environmental Engineering Deptt 1. SOLID WASTE AND BIO ENERGY 2. WATER AND WASTEWATER ENGINEERING 3. SOLAR ENERGY ENGINEERING 4. MICROBIOLOGY 5. AIR AND NOISE POLLUTION 6. WIND ENERGY ENGINEERING	Lab Equipment	26.2215	Non ADP /	000	3rd - 4th Qtr



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Timing of Procurement	3rd - 4th Qtr	3rd - 4th Otr	3rd - 4th Otr	3rd - 4th Otr		3rd - 4th Otr	3rd - 4th Qtr
Proposed Procurement Method	900 900	ОСВ	ОСВ	ОСВ	ОСВ		800
Source of funds (ADP/Non- ADP)	Non ADP /	Non ADP /	Non ADP / Own	Non ADP / Own	Non ADP /	Non ADP /	Non ADP / Own
Proposed Estimate for Proc Plan 2024-25	73.0000	6.17136	25.0150	_	162.4182	12.8730	2.00
Head of Account	Lab Equipment	Lab Equipment	Lab Equipment	Lab Equipment		Library Books	Others- Depreciation sinking fund
Procurement Description	Procuremetn of Lab Equipment for Metallurgy & Material Engineering (06 Labs)1. Mechanical Testing LabGround Floor2. Metallography LabNew Building 2ND Floor3. Materials Synthesis LabGround Floor4. Advanced Materials Characterization LabGround Floor5. Corrosion Protection LabNew Building 2nd Floor 6. Foundry LabGround Floor	Procurement of Lab Equipment for DAP	Procurement of Lab Equipment for Chemical Engineering Department	Procurement of Lab Equipment for BSH		Library Books	Insurance for DUET New Fixed Assets , Computer Labs, Auditorium, Gulberb Site Complete Infrastructure including Goods/Furniture



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Procurement Plan 2024-25

	Head of Account	Proposed	Source of	Procurement	Procurement
Procurement Description		Estimate for Proc Plan 2024-25	(ADP/Non- ADP)	Method	
		000	Non ADP /	ОСВ	3rd - 4th Otr
Vehicle Insurance 10 hino, 2 hiace, 4 bolan, 04 swift, 01 cultus, 02	Insurance	3.00	Own		
corolla			VOO A COM	OCB	3rd - 4th Otr
Workshop Expenses for DAP by DEAN CARP	Conference Seminar /Workshop /	1.0606	Own		

DIRECTOR FINANCE Dawood University of Engineering & Technology Karachi

Director Fikance, DUET



DAWOOD UNIVERSITY OF ENGINEERING & TECNOLOGY M.A.JINNAH ROAD, KARACHI-74800 (PAKISTAN)

No. DUET/REG/2022 Dated: 22-07-2022

COMPLAINT REDRESSAL COMMITTEE (CRC)

In Pursuance of Rule-31 of the Sindh Public Procurement Rules 2010 (amended in 2013), the Competent Authority is pleased to re-consitute a Compaint Redressal Committee (CRC) comprising of the following officers as under to resolve the complaints of aggrieved bidders:

1. Prof. Dr. Syed Asif Ali Shah

Chairman

Registrar

Dawood University of Engineering & Technology (DUET)

2. Respresentative of Accountant General Government of Sindh

Member

3. Independent Professional Expert
(To be nominated from relevant field)

Member

ToRs

- To perform according to Rule 31 of SPPRA rules 2010 (amended 2013)
 To perform any other functions applies.
- To perform any other functions ancillary and incidential to above.

his is issued with the approval of the Competent Authority



DAWOOD UNIVERSITY OF ENGINEERING AND TECHNOLOGY M. A. JINNAH ROAD, KARACHI-74800 (PAKISTAN)

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No DUET/Reg/Procurement-C-Re-Const /2025-780 28th August 2025

NOTIFICATION

In partial modification of Notification even of number and dated 22nd August 2025, it is notified that Vice Chancellor, Dawood University of Engineering and Technology, Karachi has been pleased to re-constitute the following 'Procurement Committee (PC)' of Dawood University of Engineering and Technology, Karachi for procurement of goods, works & services needs for a period of one year, with effect from 22nd August 2025.

S.#	Name	Designation & Department	Role
1	Dr. Izhar Hussain Zaidi	Director ICT, DUET	Convener
2	Dr. Raja Shahmir Nizam Shaikh	Director (Works & Services), DUET	Member
3.	Engr. Neelam Memon	Director (Works & Services), Faculty of I&CS, DUET	Member
4.	Engr. Ishfaque Khanzada	Communication Network Engineer Department of Main Communication Network, University of Karachi	Member
5.	Engr. Shahzaib Naeem	Procurement Officer, Jinnah Sindh Medical University, Karachi.	Member
6.	Mr. Muhammad Asif Hashim	Procurement Officer, Procurement Section, DUET	Secretary

- Head of Concerned Department or Nominee shall be adopted as a Co-opted Member/Technical Expert, as and when necessary, as per recommendations of Procurement Committee. Two-third of the members shall form the quorum and presence of at least one outside member shall be mandatory.
- 3. The Convener shall receive and keep all bidding documents and after opening of bids the security money shall be kept with Finance Department.

Functions of Procurement Committee (As per SPPRA Rule 8):

- Prepare and/ or Reviewing bidding documents;
- Carrying out technical as well as financial evaluation of the bids;
- o Preparing evaluation report as provided in Rule 45
- Making recommendations for the award of contract Award to the Competent Authority
- o Perform any other function ancillary and incidental to above.
- This issues with the approval of the Vice Chancellor.

Prof. Dr. Syed Asif Ali Shah

Registrar

C.c to:

- Procurement Committee members
- · P.S to Vice Chancellor, DUET, Karachi.
- Director Finance, DUET, Karachi.
- Office record file.