



**AROR UNIVERSITY OF ART, ARCHITECTURE, DESIGN AND
HERITAGE SUKKUR
SINGLE STAGE TWO ENVELOPE**

NAME OF WORK : - Electric Solution & Other Works (UPS) for Auditorium.

NAME OF SUPPLIER : - M/S _____

TENDER FEE NO. AMOUNT WITH DATE. : -

NAME OF BANK : -

STANDARD FORM OF BIDDING DOCUMENT

Procurement of Goods

Important Note:

- Tender bids must be submitted electronically through EPADS, any clause in this tender document asking for manual submission must be replaced and read as “through EPADS”
- Please attach a copy of Bid Security with the financial proposal through EPADS.
- Only the Bid Security Pay Order in favor of ‘The Aror University of Art, Architecture, Design, and Heritage, Sukkur is to be sent in original on/before the last date & time for electronics bid submission through EPADS.

For any query/confusion related to this bid document, please contact in writing the following through email:

PROJECT DIRECTOR

AROR UNIVERSITY OF ART, ARCHITECTURE, DESIGN AND HERITAGE
RCW ROHRI BYPASS, SUKKUR, SINDH.

TEL: +92 71 5651900-901 EMAILS: PD@AROR.EDU.PK

SUPPLIER/MANUFACTURER

PROJECT DIRECTOR

AROR UNIVERSITY OF ART, ARCHITECTURE,
DESIGN AND HERITAGE
SUKKUR

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BIDDING DATA

**THIS SECTION SHOULD BE FILED BY THE EXECUTIVE ENGINEER, PROVINCIAL HIGHWAYS
DIVISION SUKKUR, BEFORE THE ISSUANCE OF THE BIDDING DOCUMENTS**

- | | | | |
|-------|---|----|---|
| i) | Name of Procuring Agency | :- | AROR UNIVERSITY OF ART, ARCHITECTURE, DESIGN AND HERITAGE SUKKUR |
| ii) | Brief Description of Works | :- | Electric Solution & Other Works (UPS) for Auditorium. |
| iii) | NIT No: & Date | :- | No: PD/AU-SKR/- 197 of 2025 Dated: 11/06/2025 |
| iv) | Procuring Agency Address | :- | The Aror University of Art, Architecture, Design and Heritage Sindh, RCW Rohri Bypass, Sukkur, Sindh 65170 |
| v) | Period of Bid Validity (Days) | :- | 90 Days |
| vi) | Security Deposit (i/c bid Security) | :- | 2% |
| vii) | Deadline for submission of bids along with times | :- | Date: - 03/07/2025 time 02:30 PM |
| viii) | Venue Time & Date of Bid Opening | :- | Date: - 03/07/2025 time 03:00 PM |
| ix) | Time for completion from written order of commences | :- | Two (02) Month |
| x) | Defect Liability Period after completion of Work. | :- | Six (06) Months |
| xi) | Deposit Receipt No: date & amount with the Name of Bank | :- | No: _____ Dated. _____ 2025
For Rs: _____ /- |
| xii) | CNIC No. | | _____ |
| xiii) | NTN No. | | _____ |
| xiv) | Tender Issued to M/S | :- | <u>M/S</u>
<div style="text-align: right;">Supplier</div> |

ELIGIBILITY CRITERIA FOR SELECTION OF TECHNICAL BID

S. No.	Qualification Criteria	Max Marks	Evaluation Requirements
1	Active Income Taxpayer	5	Copy of valid Income Tax Registration Certificate from FBR and SRB along with Active Taxpayer proof.
2	Projects of Similar Nature Completed	10	Similar completed project (Last 3 Years). Provide: - Copies of completion certificates - Work orders/contracts - Project details.
3	Projects of Similar Nature In-Hand	10	Ongoing project. Provide: - Work orders/contracts - Client certificates confirming ongoing status.
4	Principal must have presence in Pakistan since last 10 years.	5	Submit documentary evidence such as company registration certificate, confirming continuous operations in Pakistan for the past 10 years.
5	Principal must have 3 Certified trained resources have presence in Pakistan	5	Provide certifications and employment evidence (CVs, CNICs, employment letters) of at least 3 trained technical staff based in Pakistan.
6	Principal must have its own operational spares depot in Pakistan to facilitate efficient maintenance and reduce downtime.	10	Submit evidence of a functioning spare parts depot in Pakistan, such as location details, photographs, inventory records, or third-party verification
7	Principal must have adequate after-sales support, including availability of spare parts and service personnel in the country	10	Provide details and evidence of after-sales support facilities, including: - Availability of spare parts - Service personnel - Service centers - Response time SLAs
8	Location of principal office must be in Pakistan major cities (Karachi/ Lahore/Islamabad) Documentary evidence to be provided	5	Submit documentary evidence of operational office in any of the major cities registration documents
9	Principal must be globally recognized, with a proven track record.	5	Provide proof of global recognition such as: - International certifications (ISO, CE, etc.) - List of global projects/clients - Awards, recognitions, or international presence documentation
12	Personal Capabilities/Staff Organization	5	Submit an organization chart detailing: - Names of employees - CNIC numbers - Contact details CV.
13	Financial Soundness of Firm/Company	5	Provide evidence of financial health: - Annual turnover exceeding 100 million - Income tax returns for the last three years - Copies of CPRs - Audited reports - Bank statements/certificates.
14	Signed and Stamped Bidding Documents	2	Each page of the bidding documents must be signed and stamped by the bidder.
15	Meet Technical Specification Criteria	15	Meet Technical Specification Criteria

16	Manufacturer/Authorized Distributor/Authorized Dealer	3	Submit valid certificates/proof of being a manufacturer or authorized distributor/dealer of the quoted products.
17	Non-Blacklisted Affidavit and Undertaking	5	Provide: - An affidavit (on Rs. 100/- stamp paper) declaring that the firm is not blacklisted by any Government/Semi-Government Organization/Public Sector University.
18	Non-Refundable Tender Fee	Mandatory	Submit a Pay Order/Demand Draft for Rs. 5,000/- in favor of Aror University of Art, Architecture, Design, and Heritage, Sukkur.
19	Bid Security	Mandatory	Submit 2% of the quoted bid amount as a Pay Order in favor of Aror University of Art, Architecture, Design, and Heritage, Sukkur.
Total Marks		100	

NOTES:

- Only bidders scoring **70 or above** in the technical evaluation will qualify for the financial bid opening.
- Incomplete or missing documents may lead to disqualification.
- The Procurement/evaluation committee reserves the right to verify the submitted documents and information.

INSTRUCTIONS TO BIDDERS**1. Introduction****01. Sources of Funds**

- 1.1** Funds would be arranged from the ADP schemes/recurring budget. The eligible payment under the contract is to be made from ADP Schemes/recurring budget of Aror University of Art, Architecture, Design & Heritage Sukkur. Payment by the Fund will be made only at the request of the Procuring agency and upon approval by the Government of Sindh, and in case of a project it will be subject in all respect to the terms and conditions of the agreement. The Project Agreement prohibits a withdrawal from the allocated fund account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Federal Government/ Sindh Government, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Procuring agency shall derive any rights from the Project Agreement or have any claim to the allocated fund proceeds.

02. Eligible Bidders

- 2.1.** This Invitation for Bids is open to all suppliers from eligible sources as defined in the SPP Rules, 2009 amended up to date and its Bidding Documents except as provided hereinafter
- Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids.
- 2.2**
- 2.3** Government-owned enterprises in the Province of Sindh may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Government of Sindh.
- 2.4** Bidders shall not be eligible to bid if they are under a declaration of ineligibility for corrupt and fraudulent practices issued by the any government organization in accordance with sub clause 34.1.

03. Eligible Goods and Services

- 3.1.** All goods and related services to be supplied under the contract shall have their origin in eligible source countries, defined in the SPP Rules, 2009 and its Bidding Documents, and all expenditures made under the contract will be limited to such goods and services
- 3.2.** For purposes of this clause, “origin” means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components
- 3.3.** The origin of goods and services is distinct from the nationality of the Bidder.

04. Cost of Bidding

- 4.1.** The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring agency named in the Bid Data Sheet, hereinafter referred to as “the Procuring agency,” will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

2. Bidding Documents:

05. Content of Bidding Documents

- 5.1.** The bidding documents include
 - a) Instructions to Bidders (ITB)
 - b) Bid Data Sheet
 - c) General Conditions of Contract (GCC)
 - d) Special Conditions of Contract (SCC)
 - e) Schedule of Requirements
 - f) Technical Specifications
 - g) Bid Form and Price Schedules
 - h) Bid Security Form
 - i) Contract Form
 - j) Performance Security Form
 - k) Manufacturer’s Authorization Form
- 5.2.** The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder’s risk and may result in the rejection of its bid.

06. Clarification of Bidding documentation

- 6.1.** Interested Bidder requiring any clarification of the bidding documents may notify the Procuring agency in writing. The Procuring agency will respond in writing to any request for clarification of the bidding documents which it receives no later than three working days prior to the deadline for the submission of bids prescribed in the Bid Data Sheet. Written copies of the Procuring agency's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all interested bidders that have received the bidding documents.

07. Amendment of Bidding Documents

- 7.1.** At any time prior to the deadline for submission of bids, the Procuring agency, for any reason, whether at its own initiative or in response to a clarification requested by a interested Bidder, may modify the bidding documents by amendment.
- 7.2.** All interested bidders that have received the bidding documents will be notified of the amendment in writing and will be binding on them.
- 7.3.** In order to allow interested bidders reasonable time in which to take the amendment into account in preparing their bids, the Procuring agency, at its discretion, may extend the deadline for the submission of bids.

3. Preparation of Bids

08. Language of Bid

- 8.1.** The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring agency shall be written in the language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the Bid Data Sheet, in which case, for purposes of interpretation of the Bid, the translation shall govern.
- 8.2.** The bid prepared by the Bidder through EPADS shall comprise the following components:
 - a. a Bid Form and a Price Schedule completed in accordance with ITB Clauses 10, 11, and 12.

- b. Documentary evidence established in accordance with ITB Clause 13 that the Bidder is eligible to bid and is qualified to fulfil the contract if its bid is accepted.
 - c. documentary evidence established in accordance with ITB Clause 14 that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the bidding documents; and
 - d. bid security furnished in accordance with ITB Clause 15.
- 09. Bid Form** The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.
- 10. Bid Prices**
- 10.1.** The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the goods it proposes to supply under the contract.
 - 10.2.** Prices indicated on the Price Schedule shall be delivered duty paid (DDP) prices. The price of other (incidental) services, if any, listed in the Bid Data Sheet will be entered separately.
 - 10.3.** The Bidder's separation of price components in accordance with ITB Clause 11.2 above will be solely for the purpose of facilitating the comparison of bids by the Procuring agency and will not in any way limit the Procuring agency's right to contract on any of the terms offered.
 - 10.4.** Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A bid submitted with an adjustable price quotation will be treated as nonresponsive and will be rejected, pursuant to ITB Clause 24. If, however, in accordance with the Bid Data Sheet, prices quoted by the Bidder shall be subject to adjustment during the performance of the contract, a bid submitted with a fixed price quotation will not be rejected, but the price adjustment would be treated as zero.
- 11. Bid Currencies** **11.1.** Prices shall be quoted in Pak Rupees unless otherwise specified in the Bid Data Sheet.
- 12. Bidder's Eligibility and Qualification**
- 12.1.** Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and it is to perform the contract if its bid is accepted.
 - 12.2.** The documentary evidence of the Bidder's eligibility to bid shall establish to the Procuring agency's satisfaction that the Bidder, at the time of submission of its bid, is from an eligible country as defined under ITB Clause 2.
 - a.** The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish

to the Procuring agency's satisfaction that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer or producer to supply the goods in the Procuring agency's country.

- b. that the Bidder has the financial, technical, and production capability necessary to perform the contract.
- c. that, in the case of a Bidder not doing business within the Procuring agency's country, the Bidder is or will be (if awarded the contract) represented by an Agent in that country equipped, and able to carry out the Supplier's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
- d. that the Bidder meets the qualification criteria listed in the Bid Data Sheet.

13. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents

13.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services which the Bidder proposes to supply under the contract.

13.2 The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment

13.3. The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings, and data, and shall consist of:

- a) a detailed description of the essential technical and performance characteristics of the goods.
- b) a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period to be specified in the Bid Data Sheet, following commencement of the use of the goods by the Procuring agency; and
- c) an item-by-item commentary on the Procuring agency's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

- d) For purposes of the commentary to be furnished pursuant to ITB Clause 14.3(c) above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procuring agency in its Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its bid, provided that it demonstrates to the Procuring agency's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

14. Bid Security

- 14.1.** Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet.
- 14.2.** The bid security is required to protect the Procuring agency against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 15.7.
- 14.3.** The bid security shall be in Pak. Rupees and shall be in one of the following forms:
- 14.4.** a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Procuring agency's country, in the form provided in the bidding documents or another form acceptable to the Procuring agency and valid for thirty (30) days beyond the validity of the bid; or irrevocable encashable on-demand Bank call-deposit.
- 14.5.** Any bid not secured in accordance with ITB Clauses 15.1 and 15.3 will be rejected by the Procuring agency as nonresponsive, pursuant to ITB Clause 24.
- 14.6.** Unsuccessful bidders' bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the Procuring agency pursuant to ITB Clause 16.
- 14.7.** The successful Bidder's bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 32, and furnishing the performance security, pursuant to ITB Clause 33.
- 14.8.** The bid security may be forfeited:
- a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or
 - b) in the case of a successful Bidder, if the Bidder fails
 - c) to sign the contract in accordance with ITB Clause 32 **or**

- d) to furnish performance security in accordance with ITB Clause 33

15. Period of Validity of Bids

- 15.1** Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Procuring agency, pursuant to ITB Clause 19. A bid valid for a shorter period shall be rejected by the Procuring agency as nonresponsive.
- 15.2.** In exceptional circumstances, the Procuring agency may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security provided under ITB Clause 15 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid, except as provided in the bidding document.

16. Formant Signing of Bid

- 16.1.** The Bidder shall prepare an electronic bid on EPADS.
- 16.2.** The bid shall be submitted electronically through EPADS by the Bidder or a person or persons duly authorized to bind the Bidder to the contract.
- 16.3.** Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

4. Submission of BID

17. Sealing and Marking of Bids

- 17.1.** The Bidder shall submit the bid through EPADS on/before the last date and time mentioned for the bid submission.

18. Deadline Submission of Bids

- 18.1.** Bids must be received by the Procuring agency through EPADS not later than the time and date specified.
- 18.2.** The Procuring agency may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 7, in which case all rights and obligations of the Procuring agency and bidders previously subject to the deadline will thereafter be subject to the deadline as extended

19. Late Bids

- 19.1.** Any bid after the deadline (date & time) for submission of bids prescribed by the Procuring agency shall not be allowed.

20. Modification and

- 20.1.** The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received

**Withdrawal
of Bids**

by the Procuring agency prior to the deadline prescribed for submission of bids.

- 20.2.** The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB Clause 18. by a signed confirmation copy, postmarked no later than the deadline for submission of bids.
- 20.3.** No bid may be modified after the deadline for submission of bids.
- 20.4.** No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to the ITB Clause 15.7.

5. Opening and Evaluation of Bid

21. Opening of Bids by the Procuring agency

- 21.1** The Procuring agency shall open all bids electronically through EPADS, at the time, on the date, and at the place specified in the Bid Data Sheet. The bidders' representatives who are present shall sign a register evidencing their attendance.
- 21.2.** The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Procuring agency, at its discretion, may consider appropriate, will be announced at the opening.
- 21.3.** The Procuring agency will prepare minutes of the bid opening.

22. Clarification of Bids

- 22.1** During evaluation of the bids, the 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 prices or substance of the bid shall be sought, offered, or permitted.

23. Preliminary Examination

- 23.1** The Procuring agency shall examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

- 23.2.** Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the 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 the Supplier does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 23.3.** Prior to the detailed evaluation, pursuant to ITB Clause 25 the Procuring agency will determine the substantial responsiveness of each bid to the bidding documents. For the purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, **such as** those concerning Bid Security (ITB Clause 15), Applicable Law (GCC Clause 30), and Taxes and Duties (GCC Clause 32), will be deemed to be a material deviation. The Procuring agency's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 23.5.** If a bid is not substantially responsive, it will be rejected by the Procuring agency and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

24. Evaluation and Comparison of Bids

- 24.1.** The Procuring agency will evaluate and compare the bids which have been determined to be substantially responsive,
- 24.2.** The Procuring agency's evaluation of a bid will be on delivery to consignee's end inclusive of all taxes, stamps, duties, levies, fees and installation and integration charges imposed till the delivery location and shall exclude any allowance for price adjustment during the period of execution of the contract.

Alternative

- 24.13.** i. Merit Point System:
- a. The following merit point system for weighing evaluation factors can be applied if none of the evaluation methods listed in 25.4 above has been retained in the Bid Data Sheet. The number of points allocated to each factor shall be specified in the Bid Data Sheet.
- [In the Bid Data Sheet, choose from the range of]*
- Evaluated price of the goods 60 to 90

- Cost of common list spare parts 00 to 20.
- Technical features, and maintenance and operating costs 00 to 20.
- Availability of service and spare parts 00 to 20.
- Standardization 00 to 20.
- Total 100.

The bid scoring the highest number of points will be deemed to be the lowest evaluated bid.

25. Contacting the Procuring agency

25.1. No Bidder shall contact the procuring agency on any matter relating to its bid, from the time of bid opening to the time the announcement of Bid Evaluation Report. If the Bidder wishes to bring additional information to the notice of the procuring agency, it should do so in writing.

25.1 Any effort by a Bidder to influence the Procuring agency in its decision on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.

6. Award of Contract

26. Post- Qualification

26.1. In the absence of prequalification, the Procuring agency will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily.

26.2. The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 13.3, as well as such other information as the Procuring agency deems necessary and appropriate.

26.3. An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Procuring agency will proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

27. Award Criteria

27.1. The Procuring agency will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

- | | |
|--|--|
| <p>28. Procuring agency's Right to Vary Quantities at Time of Award</p> | <p>28.1. The Procuring Agency reserves the right to increase/decrease the quantity of the required items and /or purchase part items already tendered either in full or in part. The Procuring Agency reserves the right to accept or reject any or all of the Tenders; divide business amongst more than one bidder.</p> |
| <p>29. Procuring agency's Right to Accept any Bid and to Reject any or All Bids</p> | <p>29.1. Subject to relevant provisions of SPP Rules 2010 (Amended to date), 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 contract award.</p> <p>29.2 Pursuant to Rule 45 of SPP Rules 2010 (Amended to date), Procuring agency shall hoist the evaluation report on Authority's web site, and intimate to all the bidders three working days prior to notify the award of contract.</p> |
| <p>30. Notification of Award</p> | <p>30.1. Prior to the expiration of the period of bid validity, the Procuring agency shall notify the successful Bidder in writing, that its bid has been accepted.</p> <p>30.2. The notification of award will constitute the formation of the Contract.</p> <p>30.3. Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 33, the Procuring agency will promptly notify each unsuccessful Bidder and will discharge its bid security.</p> |
| <p>31. Signing of Contract</p> | <p>31.1. At the same time as the Procuring agency notifies the successful Bidder that its bid has been accepted, the Procuring agency will send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.</p> <p>31.2. Within seven (7) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Procuring agency.</p> <p>31.3 Stamp Duty.</p> <p>The formal Agreement between the Procuring Agency and the successful bidder shall be duly stamped at rate of 0.35% of bid price (updated from time to time) stated in Letter of Acceptance</p> |
| <p>32. Performance Security</p> | <p>32.1. Within seven (07) days, or any other period specified in BDS, of the receipt of notification of award from the Procuring agency, the successful Bidder shall furnish the</p> |

performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents, or in another form acceptable to the Procuring agency.

32.2. Failure of the successful Bidder to comply with the requirement of ITB Clause 32 or ITB Clause 33.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Procuring agency may make the award to the next lowest evaluated Bidder or call for new bids.

33. Corrupt or Fraudulent Practices

33.1. The Government of Sindh requires that Procuring agency's (including beneficiaries of donor agencies' loans), as well as Bidders/Suppliers/Contractors under Government-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the SPPRA, in accordance with the SPP Act, 2009 and Rules made there under:

a). **"Corrupt and Fraudulent Practices"** means either one or any combination of the practices given below.

- (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 or omission, misrepresentation, that including a knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.

b). **“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.

34. TAKING- OVER

34.1. Completion

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

Taking-Over Notice

Within fourteen (14) days of the receipt of the said notice of completion from the supplier/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/supplier 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/supplier shall undertake during the Maintenance Period.

35. Extension of Time

The Supplier/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 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.

**36. 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.

GENERAL CONDITIONS OF CONTRACT

01. Definition

1.1. In this Contract, the following terms shall be interpreted as indicated:

- (a) **“The Contract”** means the agreement entered into between the Procuring agency and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) **“The Contract Price”** means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- (c) **“The Goods”** means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Procuring agency under the Contract.
- (d) **“The Services”** means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
- (e) **“GCC”** means the General Conditions of Contract contained in this section.
- (f) **“SCC”** means the Special Conditions of Contract.
- (g) **“The Procuring agency”** means Aror University of Art, Architecture, Design & Heritage Sukkur.
- (h) **“The Supplier”** means the individual or firm supplying the Goods and Services under this Contract.
- (i) **“SPP Rules 2010”** means the Sindh Public Procurement Rules 2010 (Amended to date)
- (j) **“Day”** means calendar day.

2. TECHNICAL PROPOSAL

2.1. a. Technical Proposal must include the complete solution proposed by the Vendor with filled-in specification sheets.

- b. After reviewing the Technical Proposal, promising Vendors will be selected and will be asked to give a demonstration/ presentation on their solution.
- c. Based on the Technical Proposal and the presentations, Vendors will be selected in order of preference and their Technical Solution will be rated on a scale of 100. The criteria considered will be compliance with equipment specifications, capability of integration, references, after-sales support etc.

Financial Proposal of only those Vendors will be considered whose Technical Proposal qualify.

FINANCIAL PROPOSAL

2.2.

- a. Financial Proposal will include the prices quoted on individual item/Equipment basis
- b. For each category the quoted prices must include all taxes, customs and freight charges for delivery to the required locations at own risk and cost.
- c. This Equipment is required for educational institution. Aror University of Art, Architecture, Design & Heritage Sukkur, therefore, expects significant educational and volume discounts.
- d. the Bidder/Vendor shall furnish **separate earnest money** equivalent to 2% of the total value of Bid in the form of Pay Order /Bank Draft issued by a scheduled bank of Pakistan in favor of “The Aror University of Art, Architecture, Design & Heritage Sukkur,” valid for 28 days beyond the bid validity period.

03. STANDARDS

3.1.

The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods’ country of origin. Such standards shall be the latest issued by the concerned institution.

4. Patent Rights	4.1 The Supplier shall indemnify the Procuring agency against all third- party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Islamic Republic of Pakistan.
05. Performance Security	<p>5.1 Within seven (07) days, or any other duration as specified in SCC, of receipt of the notification of Contract award, the successful Bidder shall furnish to the Procuring agency the performance security in the amount specified in SCC.</p> <p>5.2. The proceeds of the performance security shall be payable to the Procuring agency as compensation for any loss resulting from the Supplier’s failure to complete its obligations under the Contract.</p> <p>5.2. The performance security shall be denominated in the Pak rupees and shall be an unconditional bank guarantee, pay order, call deposit as, provided in the bidding documents or another form acceptable to the Procuring agency;</p> <p>5.3. The performance security will be discharged by the Procuring agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier’s performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.</p>
06. Inspections and Tests	<p>6.1. The Procuring agency or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring agency. The Procuring agency shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.</p> <p>6.2. Should any inspected or tested Goods fail to conform to the Specifications, the Procuring agency may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Procuring agency.</p> <p>6.3. The Procuring agency’s right to inspect, test and, where necessary, reject the Goods after the Goods’ arrival shall in no way be limited or waived by</p>

reason of the Goods having previously been inspected, tested, and passed by the Manufacturer.

6.4. Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.

7. Packing

7.1. The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage.

8. Delivery and Documents

8.1. Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are specified in SCC.

8.2. Documents to be submitted by the Supplier are specified in SCC

9. Insurance

9.1. No need of Insurance for Local Supplies, However Supplier is responsible to deliver the goods in perfect condition to the end user.

10. Transportation

10.1. The Supplier is required under the Contract to transport the Goods to a specified place of destination and shall be arranged by the Supplier, and related costs shall be deemed to have been included in the Contract Price.

11. Incidental Services

11.1 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

(a) performance or supervision of on-site assembly and/or start-up of the supplied Goods.

(b) furnishing of tools required for assembly and/or maintenance of the supplied Goods.

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

- (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- (e) training of the Procuring agency's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

12. Spare Parts

12.1

The Supplier should provide any or all of the notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- (a) such spare parts as the Procuring agency may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
- (b) in the event of termination of production of the spare parts:
- (c) advance notification to the Procuring agency of the pending termination, in sufficient time to permit the Procuring agency to procure needed requirements; and
- (1) advance notification to the Procuring agency of the pending termination, in sufficient time to permit the Procuring agency to procure needed requirements; and
- (2) following such termination, furnishing at no cost to the Procuring agency, the blueprints, drawings, and specifications of the spare parts, if requested.

13. Warranty

13.1.

The Supplier warrants that the Goods supplied under the Contract are new, unused, of desired models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Procuring agency's specifications) or from any act or omission of the Supplier, that may develop under normal use of the

supplied Goods in the conditions prevailing in the country of final destination.

13.2 This warranty / maintenance period shall remain valid for One (01) Year after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract.

13.3. If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, within a reasonable period, the Procuring agency may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring agency may have against the Supplier under the Contract.

14. Payment

14.1. The firm should submit stamp duty as per Government Rule before execution of work.

14.2. The Supplier's request(s) for payment shall be made to the Procuring agency in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the Contract.

14.3. Payments shall be made promptly by the Procuring agency, after submission of an invoice or claim by the Supplier.

14.4. If the supply is not according to the specifications or unsatisfactory, the Contract will be rejected and cancelled at the risk and cost of Firm

14.5. If the firm fails to execute the contract/supply order as per condition, action will be taken against them which may be their black-listing and Earnest Money. / Security Deposit will be forfeited.

14.6 In case of late delivery @ 0.1% per day will be charged on bid amount deducted from the bill, but not more than 10% of contract value.

14.7. The currency of payment is Pak. Rupees.

14.8 Retention money to be deducted from each bill is typically 8% of the gross bill amount. This retention money acts as a performance guarantee and is usually released after the completion of the project and the expiry of the defect liability or maintenance period, subject to satisfactory performance.

Release of Retention Money:

- 50% may be released upon successful completion of the work.
- The remaining 50% is released after the defect liability period, provided no defects or outstanding issues remain.

15. Prices	15.1.	Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid,
16. Change Order	16.1.	(a) The Procuring agency may at any time, by a written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract in any one or more of the following: b). drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring agency; (b) the method of shipment or packing. c). the place of delivery; and/or the Services to be provided by the Supplier.
	16.2.	If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Procuring agency's change order.
17. Contract Amendments	17.1.	No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
18. Assignment	18.1	The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring agency's prior written consent.
19. Subcontracts	19.1	The Supplier shall notify the Procuring agency in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.
	19.2.	Subcontracts must comply with the provisions of GCC Clause 3.
20. Delays in the Supplier's Performance	20.1.	Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the

time schedule prescribed by the Procuring agency in the Schedule of Requirements.

20.2. If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring agency in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract

20.3. Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages.

21. Liquidated Damages

21.1. Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Procuring agency may consider termination of the Contract pursuant to GCC Clause 24.

22. Termination for Default

22.1 The Procuring agency, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part.

- 22.2. if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring agency pursuant to GCC Clause 22; or
- 22.3. if the Supplier fails to perform any other obligation(s) under the Contract.
- 22.4. if the Supplier, in the judgment of the Procuring agency has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

“Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

“Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

- 22.5. In the event the Procuring agency terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Procuring agency may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring agency for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

23. Force Majeure

- 23.1. Notwithstanding the provisions of GCC Clauses 22, 23, and 24, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 24.1. For purposes of this clause, “Force Majeure” means an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence and not

foreseeable. Such events may include, but are not restricted to, acts of the Procuring agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

24.3. If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring agency in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring agency in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

25. Termination for Insolvency

25.1. The Procuring agency may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring agency.

26. Termination for Convenience

26.1. The Procuring agency, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring agency's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring agency at the Contract terms and prices. For the remaining Goods, the Procuring agency may elect:

- (a) to have any portion completed and delivered at the Contract terms and prices; and/or
- (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

27. Resolution of Dispute	27.1.	Resolution of dispute shall be through Mechanism for Redressal of Grievances as provided in the rules or through Arbitration Act 1942.
28. Governing Language	28.1.	The Contract shall be written in English language all correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.
29. Applicable Law	29.1.	The Contract shall be interpreted in accordance with the SPP Rules 2010 (amended up to date).
30. Notices	30.1.	Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address specified in SCC.
		A notice shall be effective when delivered or on the notice's effective date, whichever is later
31. Taxes and Duties	31.1.	Supplier shall be entirely responsible for all taxes, duties (including stamp duty), license fees, etc., incurred until delivery of the contracted Goods to the Procuring agency.
32. Overriding effect of Sindh Public Procurement Rules 2010 (Amended up to date)	32.1.	In case of conflict or primacy of interpretation the provisions of SPP Rules 2010 (amended up to date) shall have an overriding effect notwithstanding anything to the contrary contained in these bidding documents.

BID DATA SHEET

The following specific data for the subject procurement to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB) Part One. Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

Introduction	
ITB 1.1	Name of Procuring Agency: Aror University of Art, Architecture, Design & Heritage Sindh Tel: +92 71 5651900 – 901
ITB 1.1	Name of Project: Electric Solution & Other Works (UPS) for Auditorium.
Bid Price and Currency	
ITB 11.2 & 11.5	Prices quoted by the Bidder shall be “fixed” and in “Pak Rupees”
Preparation and Submission of BID	
ITB 13.3 (d)	Selection / Eligibility / Responsiveness criteria: <ol style="list-style-type: none"> 1. Income Tax Certificate (NTN) 2. Registration with Sales Tax Department (GST Certificate) 3. Affidavit confirming that the firm is not blacklisted by any Government, Semi Government, or Autonomous Bodies and information provided is correct on non-judicial stamp paper. 4. Details of turnover (Including in terms of Rupees) of at least the last three years, the average annual turnover of the last three years equals or twice the estimated cost of the tender item. 5. Three Years’ Relevant Experience 6. The bidder must be manufacturer/authorized distributor/authorized dealer of the quoted products 7. Company profile
ITB 15.1	Amount of bid security. 2% of Bid Price
ITB 16.1	Bid validity period. 90 Days
ITB 17.1	Number of copies. One Original
ITB 19.1	Deadline for bid submission. As notified in NIT
ITB 25.3	Bid Evaluation. The Most Advantageous evaluated responsive bid
ITB 25.4 (a) ITB 25.4 (b)	Incomplete and conditional quotations will be rejected forthwith. No cutting / overwriting in the offered prices will be accepted.

	Other Terms & Conditions:
i.	Aror University of Art, Architecture, Design & Heritage Sindh may reject all or any bid subject to relevant provision of SPP Rules and may cancel the bidding process at any time prior to acceptance of bid or proposal as per Rule 25(1) of said rules.
ii.	Incomplete, conditional and tender without required earnest money in the specified form/format shall be rejected.
iii.	Bidders are advised that before filling the bidding documents all pages of bidding documents should carefully be rechecked. If any page(s) / paper(s) of bidding documents are missing that can be downloaded from the official website of this University and SPPRA, Bid(s) with incomplete bidding documents will straightaway be rejected.
iv.	Bidders are required to provide their valid e-mail Ids and contact numbers (s) for effective and timely communication
v.	Affidavit that firm has never been blacklisted.
vi.	All Bidding documents must be signed, named & stamped by authorized person of the firm/ Companies along with authorized letter.
vii.	Incomplete, conditional or bid without required security as specified in the bidding documents, shall be rejected. Each page of bidding documents should be signed and stamped.
Viii	Contract Agreement and Integrity Pact both are mandatory for successful bidder.
Ix	Prescribed Sales Tax Invoice, payment of Stamp Duty at rate specified by Government of Sindh, Valid Professional Tax Certificate and Job Completion / Inspection Certificate duly issued by Indenting Department will be required for payment. However, withholding of all government Taxes shall apply as rates specified in relevant Government Schedule.

Signature & Stamp of Tenderer

PART-V

SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

1. Definitions (GCC Clause 1)

GCC 1.1 (g)—The Procuring agency is: Aror University of Art, Architecture, Design & Heritage Sindh.

GCC 1.1 (h)—The Procuring agency's country is: Pakistan

2. Performance Security (GCC Clause 7)

GCC 7.1—The amount of performance security, as a percentage of the Contract Price, shall be: 2%. Performance Security shall be released on recommendations of the indenting Department or after completion of six months whichever is earlier. The bid security of successful bidder may be retained as the performance security.

3. Inspections and Tests (GCC Clause 8)

Inspection of Aror University of Art, Architecture, Design & Heritage Sindh shall inspect the procured good and ensure that it meets the tender specifications before its acceptance

4. Packing (GCC Clause 9)

GCC 9.3—The following SCC shall supplement GCC Clause 9.2:

5. Delivery and Documents (GCC Clause 10)

GCC 10.3— Supplier shall supply and install the good within 30 Days after signing the contract and shall submit the following.

- i. Supplier's invoice showing Goods' description, quantity, unit price, and total amount.
- ii. Packing List identifying the contents of Supply.
- iii. Delivery note.
- iv. Warranty and guarantee certificate

6. Warranty (GCC Clause 15)

The equipment shall bear Standard warranty (with free parts & labor) from the date of installation / acceptance. Upon expiration of warranty, Purchaser at its option may enter into a Service Level Maintenance Agreement upon expiry of the warranty period in accordance with terms embodied in Appendix-A hereto

7. Payment (GCC Clause 16)

100% of the Contract Price shall be paid upon 100% delivery after issuance of Inspection Certificate from Indenting Department. Bidder is responsible for getting Inspection Certificate from the Indenting Department.

8. Prices (GCC Clause 17):

9. Liquidated Damages (GCC Clause 23)

If the Supplier fails to deliver the goods or perform the services within the time period(s) specified in the contract, the Purchaser shall, without prejudice to its other remedies under the contract deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.1 percent of the Contract Price for each day of delay until actual delivery or performance, up to a maximum deduction of 10% of the Contract Price. Once the maximum is reached, the purchaser may consider termination of the contract.

10. Resolution of Disputes (GCC Clause 28)

In the case of a dispute between the Procuring agency and the Supplier, the dispute shall be referred to the dispute resolution mechanism as defined in rule 31, 32 and 34 of the (SPPR 2010) Amended 2019.

11. Governing Language (GCC Clause 29)

GCC 29.1—The Governing Language shall be: English

12. Applicable Law (GCC Clause 30)

GCC 30.1-The Contract shall be interpreted in accordance with the law of Sindh Public Procurement law of Sindh & Islamic Republic of Pakistan which includes the following legislation:

- i. The Employment of Children (ECA) Act 1991
- ii. The Bonded Labour System (Abolition) Act of 1992
- iii. The Factories Act 1934

SCHEDULE OF REQUIREMENTS

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery required.

S#.	Items/Quantity	Delivery time after issuance of Award of Work/contract.	Location of Supply
1.	As specified in Part – V of this bidding documents	Preferably within 30 Days	Aror University of Art, Architecture, Design and Heritage Sindh, RCW Rohri Bypass, Sukkur, Sindh

Note: **specifications of the above items are attached**

SAMPLE FORMS

FORM-I

LETTER OF ACCEPTANCE

Date: _____

To,

Project Director

Aror University of Art, Architecture, Design & Heritage Sukkur

Dear Sir:

Having examined the bidding documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver the required item in conformity with the said bidding documents for the sum of [_____ total bid amount in words and figures _____] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to [____ Two (2) percent _____] of the Contract Price/Pay order for the due performance of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this Bid for a period of 90 days from the date fixed for Bid opening under Clause 10 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this _____ day of _____ 2025

[_____ Signature _____]

Duly authorized to sign Bid for and on behalf of _____

PRICE SCHEDULE IN PAK. RUPEES

Date: _____

IFB N^o: _____

To,

Project Director

Aror University of Art, Architecture, Design & Heritage Sukkur

Dear Sir, :

Having examined the bidding documents including Addenda Nos. *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver *[description of goods and services]* in conformity with the said bidding documents for the sum of *[total bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to _____ percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Procuring agency.

We agree to abide by this Bid for a period of *[number]* days from the date fixed for Bid opening under Clause 22 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent _____

Amount and Currency _____

Purpose of Commission or gratuity _____

We understand that you are not bound to accept the lowest or any bid you may receive, and
Services in Bank Financed Procurement

PRICE SCHEDULE IN PAK. RUPEES

Name of Bidder _____ IFB Number _____ Page of _____

**Item Description Country of origin Quantity 6 7 Unit price Words Figure Total
Remarks (if any)**

1	2	3	4	5		6	7
Item	Description	County of Origin	Quantity	Unit Price		Total	Remarks (if Any)
				Words	Figure		

Total Bid amount in words: _____

Total Bid amount in figure: _____

Signature of Bidder _____

Note:

- i. In case of discrepancy between unit price and total, the unit price shall prevail.
- ii. The unit and total prices Delivered at Aror University Sukkur should include the price of incidental services. No separate payment shall be made for the incidental services.

EXPERIENCE OF SIMILAR SUPPLY AND INSTALLATION

S. No	Assignment Description	Name /Contact Details of Client	Cost	Start Date	End Date	Remarks

AGREEMENT OF CONTRACT

THIS AGREEMENT is made at _____ on this day, the _____ of _____ 2025.

Between:

AROR UNIVERSITY OF ART, ARCHITECTURE, DESIGN & HERITAGE SUKKUR
hereinafter referred to as the "**OWNER**" which expression shall unless repugnant to the context mean and include their respective successors-in-interest and assigns) of the One Part.

and

M/S _____

Hereinafter called the "**M/S** _____." (which expression shall unless repugnant to the context mean and include its successors-in-interest and assigns) of the Other Part.

WHEREAS the Procuring agency invited bids for certain goods and ancillary services, viz:

Procurement of _____
should be carried out and maintained and accepted a Tender by the Contractor for the execution, completion, and maintenance of such WORK for an amount of **Rs.** _____ (*Figures & Words*).

Now this agreement is witnessed 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, which for the purpose of identification have been signed on behalf of the CONTRACTOR and on behalf of the OWNER all of which shall be deemed to form and be read and construed as part of this Agreement, viz:
 - a) The Form of Tender, inclusive of the pertinent Appendices and the Instructions to Tenderer, as per SPPRA rules/bidding documents.
 - b) Conditions of CONTRACT/special conditions of CONTRACT
 - c) The Specifications.
 - d) The Bill of Quantities.
 - e) The Drawings.
 - f) Vide Work Order No.
3. In consideration of the payments to be made by the Procuring agency to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring agency to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. Based upon applications for payment submitted by the contractor and certificates of payments issued by the Department, the OWNER shall pay the contractor in current funds for the performance of the WORK, subject to additions and deductions by variation orders as provided in the CONTRACT Documents, the price of the CONTRACT amounting to **Rs.** _____ (*Figures & Words*) as prescribed CONTRACT Documents.
5. That this Agreement shall not stand discharged on account of detention/substitution of any of the existing OWNER by other(s) but shall remain binding on CONTRACTOR and CONTRACTOR shall be liable to the existing OWNER of the PROJECT and/or successors-in-interest or assigns of OWNER.

In WITNESS WHEREOF, the parties hereto have hereunto set their responsive hands and seal on the day and the year first above written.

Contractor: _____
CNIC: _____
Sukkur
Address: _____

Client: For and on behalf of
Aror University of Art, Architecture, Design & Heritage

***Note:** Comprehensive agreement document having detailed terms and conditions will accompany this contract form.*

FORM OF PERFORMANCE SECURITY
(Bank Guarantee)

Guarantee No. _____

Executed on: _____

Expiry date. _____

WHEREAS [_____
Name of Supplier] (hereinafter called “the Supplier”) has undertaken, in pursuance of Contract No. [_____
reference number of the contract] dated to supply [_____
description of goods and services] (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Supplier’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of [_____
amount of the guarantee in words and figures], and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limits of [_____
amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____

Signature and seal of the Guarantors

[_____
name of bank or financial institution]

[_____
Address]

[_____
Date]

BANK GUARANTEE FOR ADVANCE PAYMENT

To:

 Aror University of Art, Architecture, Design & Heritage Sukkur

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends Clause 16 of the General Conditions of Contract to provide for advance payment, [_____
name and address of Supplier] (hereinafter called “the Supplier”) shall deposit with the Procuring agency a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of [_____
amount of guarantee in figures and words].

We, the [_____
bank or financial institution], as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring agency on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding [_____
amount of guarantee in figures and words]. We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the Procuring agency and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until [_____
date].

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

MANUFACTURER'S AUTHORIZATION FORM**To:**

Aror University of Art, Architecture, Design & Heritage Sukkur

WHEREAS [_____
name of the Manufacturer] who are established and reputable manufacturers of [name
and/or description of the goods] having factories at [_____
address of factory]

do hereby authorize [_____
name and address of Agent] to submit a bid, and subsequently sign the
Contract with you against NIT No. [_____
reference of the Invitation to Bid] for the above goods
manufactured by us.

We hereby extend our full guarantee and warranty as per Clause 12 of the General Conditions
of Contract for the goods offered for supply by the above firm against this Invitation for Bids.

[_____
signature for and on behalf of Manufacturer]

Note: This letter of authority should be on the letterhead of the Manufacturer and should be
signed by a person competent and having the power of attorney to bind the Manufacturer. It
should be included by the Bidder in its bid.

**AROR UNIVERSITY OF ART, ARCHITECTURE, DESIGN & HERITAGE SUKKUR
TECHNICAL SPECIFICATIONS AND QUANTITIES**

Electric Solution & Other Works (UPS) for Auditorium.

BILL OF QUANTITIES

General Abstract

S.NO	Description	Total Amount (Rs.)
01.	Electric Solution & Other Works (UPS) for Auditorium.	
	Total	

Amount in Rupees: _____

_____.

NOTE:

- The above quantity could be reviewed as per requirement.
- Delivery should be made in the premises of the University; no carriage will be paid separately.
- Quoted Amount should be inclusive of all applicable taxes.
- Bidder must quote all the items in BOQ.

SUPPLIER/MANUFACTURER

**AROR UNIVERSITY OF ART,
ARCHITECTURE, DESIGN &
HERITAGE, SUKKUR**

AROR UNIVERSITY OF ART, ARCHITECTURE, DESIGN & HERITAGE SUKKUR

TECHNICAL SPECIFICATIONS AND QUANTITIES

BILLING OF QUANTITIES (BOQ)

Electric Solution & Other Works (UPS) for Auditorium.

S. No	Description	Make	Quantity	Unit Price	Amount
1	15KVA UPS,3 Phase in 3 phase out. On-Line Double conversion IGBT Base. Pure sine wave. Power factor 1.0. Gigabit Network cyber security UL 2900-2-2 Card RS-232 connectivity with power management software Advance Battery Management system Hot Sync card built-in for parallel redundant LCD Display. Backup Time: 10 mins at 100% Battery=36X12VX9AH(Vision) Built in SNMP Card Built in Paralle kit for both UPS's System Efficiency > 98.5% Control Panel-7 Inches touch screen with LCD display Warranty-1 Years Standard Warranty of UPS Paralle redudancy (Minimum 4 Units) Builtin AVR (Automatic Voltage Regulator) Free Software liscence for remote monitoring Standards: IEC62040-1-2-3 as directed by Engineer	Eaton 93T / Vertiv MTP / Equivalent	2		
Total Rs.					

NOTE:

- The above quantity could be reviewed as per requirement.
- Delivery should be made in the premises of university; no carriage will be paid separately.
- Quoted Amount should be inclusive of all applicable taxes.
- Bidder must quote all the items in BOQ.

Project Director

Supplier/Manufacturer

INTEGRITY PACT

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC; PAYABLE BY THE SUPPLIERS/CONTRACTORS/CONSULTANTS.

Contract No. _____ Dated _____

Contract Value: _____

Contract Title _____

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

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

[_____ Name of Supplier/Contractor/Consultant] accepts full responsibility and strict liability that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with PA and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

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

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

[_____ Procuring Agency]

[_____ Supplier /Contractor/Consultant]