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Tender Document

Construction of
Walkway with Shade
From A-Sector towards Boy
Hostel

Quaid-e-Awam University

Engineering Science &

Technology

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DEFINITIONS

“**Bid**” means a tender, or an offer by a person, consultant, firm, company or an organization expressing willingness to undertake a specified task at a price, in response to an invitation by QUEST.

“**Bid with Lowest Evaluated Cost**” means the bid quoting lowest cost amongst all those bids evaluated to be substantially responsive;

“**Bidder**” means a person or entity submitting a bid;

“**Bidding Documents**” means the documents notified by the Authority for preparation of bids in uniform manner.

;

“**Bidding Process**” means the procurement procedure under which sealed bids are invited, received, opened, examined and evaluated for the purpose of awarding a contract;

“**Blacklisting**” means barring (or debarring) a bidder, contractor, consultant or supplier from participating in any future procurement proceedings.

“**Calendar Days**” means days including all holidays;

“**Conflict of Interest**” means -

- (i) where a contractor, supplier or consultant provides, or could provide, or could be perceived as providing biased professional advice to QUEST to obtain an undue benefit for himself or those affiliated with him;
- (ii) Receiving or giving any remuneration directly or indirectly in connection with the assignment except as provided in the contract;
- (iii) Any engagement in consulting or other procurement activities of a contractor, consultant or service provider that conflicts with his role or relationship with the QUEST under the contract;
- (iv) Where an official of the QUEST engaged in the procurement process has a financial or economic interest in the outcome of the process of procurement, in a direct or an indirect manner;

“**Consultant**” means a professional who can study, design, organize, evaluate and manage projects or assess, evaluate and provide specialist advice or give technical assistance for making or drafting policies, institutional reforms and includes private entities, consulting firms, legal advisors, engineering firms, construction managers, management firms, procurement agents, inspection agents, auditors, international and multinational organizations, investment and merchant Quests, universities, research institutions, government agencies, nongovernmental organizations, and individuals;

“**Consulting Services**” means services of an advisory and intellectual nature provided by consultants using their professional skills to study, design, organize, and manage projects, encompassing multiple activities and disciplines, including the crafting of sector policies and institutional reforms, specialist advice, legal advice and integrated solutions, change management and financial advisory services, planning and engineering studies, and architectural design services, supervision, social and environmental assessments, technical assistance, and programme implementation;

“Contract” means an agreement enforceable by law and includes General and Special Conditions, Specifications, Drawings and Bill of Quantities;

“Contractor” means a person, firm, company or organization that undertakes to execute works including services related thereto, other than consulting services, incidental to or required for the contract being undertaken for the works;

“Corrupt and Fraudulent Practices” means either one or any combination of the practices given below;

“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;

“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 QUEST to establish prices at artificial, non-competitive levels for any wrongful gain;

“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;

“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;

“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.

“Emergency” means natural calamities, disasters, accidents, war and breakdown of operational equipment, plant, machinery or engineering infrastructures, which may give rise to abnormal situation requiring prompt and immediate action to limit or avoid damage to person(s), property or the environment;

“Goods” means articles and object of every kind and description including raw materials, drugs and medicines, products, equipment, machinery, spares and commodities in any form, including solid, liquid and gaseous form, and includes services identical to installation, Transport, maintenance and similar obligations related to the supply of goods, if the value of these services does not exceed the value of such goods;

“Government” means the Government of Sindh;

“Head of the Department” means the administrative head of the department or the organization;

“Lowest Evaluated Bid” means a bid for goods, works and services having the lowest evaluated cost among the substantially responsive bids

“Lowest Submitted Price” means a bid most closely conforming to evaluation criteria and other conditions specified in the bidding document, having lowest evaluated cost;

“Mis-procurement” means public procurement in contravention of any provision of Sindh Public Procurement Act, 2010, any rule, regulation, order or instruction made thereunder or any other law in respect thereof, or relating to, public procurement;

“Notice Inviting Tender” means the notice issued by a QUEST through publication in the newspapers or through electronic means for the purpose of inviting bids, or applications for pre-qualifications, or expression of interests, which may include Tender Notice, Invitation for Bids, Notice for Pre-qualifications or Request for Expression of Interests;

“Open Competitive Bidding” means a fair and transparent specified procedure defined under these Rules, advertised in the prescribed manner, leading to the award of a contract whereby all interested persons, firms, companies or organizations may bid for the contract and includes both National and International Competitive Biddings;

“QUEST” means the Quaid-e-Awam University Engineering Science & Technology;

“Services” includes physical, maintenance, professional, intellectual, consultancy or advisory services but does not include appointment of an individual to a post or office, advertisement, arbitration, conciliation or mediation services, services of an advocate in a court case or any other services specifically excluded under the rules;

“Substantially Responsive Bid” means the bid that contains no material differences or deviations from, or reservations to, the terms, conditions and specifications given in the bidding documents;

“Supplier” means a person, firm, company or an organization that undertakes to supply goods and services related thereto, other than consulting services, required for the contract;

“Value for Money” means best returns for each rupee spent in terms of quality, timeliness, reliability, after sales service, up-grade ability, price, source, and the combination of whole-life cost and quality to meet QUEST’s requirements.

1 INVITATION FOR BIDS (IFB)

Quaid-e-Awam University Engineering Science & Technology (QUEST) invites proposal from candidates CONSTRUCTION OF WALKWAY WITH SHADE FROM A-SCTOR TO BOYS HOSTEL. Details of the specifications of related services to be provided are given in the scope of service in Section [3] hereto.

Bidder will be selected under procedure described in this Tender Document (TD), in accordance with the Sindh Public Procurement Rules 2010(Amended 2019)issued thereunder (“**SPPRA**”) which can be found at <https://ppms.pprasindh.gov.pk/PPMS/>For the purposes of this document, any reference to the term “Act” shall mean a reference to the Sindh Public Procurement Act 2009 and any reference to the Rules shall mean a reference to the Sindh Public Procurement Rules 2010(Amended 2019)(SPPRA) which can be found at <https://ppms.pprasindh.gov.pk/PPMS/> or can be downloaded from www.quest.edu.pk

This TD includes the following Sections:

- Instructions to Bidders (ITB)
- Scope of Work
- Eligibility Criteria
- Financial Proposal
- Conditions of Contract

Proposals must be submitted in drop at the below mentioned address;

yours sincerely,

Manager Procurement

QUAID-E-AWAM
UNIVERSTY ENGINEERING
SICENCE & TECHNOLOGY
NAWABSHAH.

2 INSTRUCTION TO BIDDERS (ITB)

For All legal purpose, all clauses of instructions to bidders (ITB) hoisted by SPPRA on their website www.ppmspprasindh.com will be taken as part and parcel of this tender document and the agreement thereof. Accordingly the bidders are advised in their own interest to go through the same meticulously as ignorance of the said ITB will not be taken as excuse to waive off any plenty or legal proceedings.

However, few important clauses of the above mentioned ITB are appended below for the guidance/perusal of the bidders.

2.1 Correspondence Address

The contact number and the correspondence address for submitting the proposals are as follow:

MANAGER PROCURMENT
QUAID-E-AWAM UNIVERSTY
ENGINEERING SICENCE &
TECHNOLOGY, NAWABSHAH

2.2 Eligible Bidders

All the bidders duly incorporated and based in Pakistan governed by rules, laws and statutes of Government of Pakistan and Government of Sindh shall be eligible. [SPPRA Rule 29]

2.3 Corrupt Practice

1. QUEST requires that Bidders / Suppliers / Contractors, observe the highest standard of ethics during the procurement and execution of contract and refrain from undertaking or participating in any corrupt or fraudulent practices. [SPPRA Rule 2 (q – iii, iv)]
2. QUEST will reject a proposal for award, if it determines that the Bidder recommended for award was engaged in any corrupt or has been blacklisted under the Sindh Public Procurement Rules 2010, in competing for the contract in question.
3. Any false information or misstatement on the part of the vendor will lead to disqualification/ blacklisting/ Legal proceeding regardless of the price or quality of the product.

2.4 Preparation of Bids

2.4.1 Bidding Process

This is the Single Stage – One Envelope Procedure; the bid shall comprise a single package containing **TECHINCAL, ELIGIBILITY CRITERIA & FINANCIAL PROPSOAL** (duly filled in all respect). [SPPRA Rule 46 (1-a&b)]

2.4.2 Cost of Bidding

The bidder shall bear all costs associated with the preparation and submission of its bid and QUEST will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

2.4.3 Language of Bid

The bid prepared by the bidders as well as all correspondence and documents exchanged by the bidder and QUEST must be written in English. [SPPRA Rule 6 (1)]

2.4.4 Company Profile

Bidders are required to submit the Technical Proposal stating a brief description of the bidder's organization outlining their recent experience, the names of Sub-Bidder/Professional Staff who participates during the assignment, the technical approach, sample templates/prototypes of deliverables, methodology, work plan, organization and staff, including workable suggestions that could improve the quality and effectiveness of the assignment. The firm will be only technically qualified after confirmation of specifications on physical verification of asked items and satisfying of sufficient production mechanism. The date of visit for above inspection by the procurement committee of the Quest will be given during process of completing eligibility criteria. After due inspection of requisite items, the bidder will be declared "Qualified" in Technical Qualification Phase.

2.4.5 Financial Proposal

The Financial Proposal shall be prepared using the standard form attached, duly signed by the authorized representative of the Bidder. It should list all costs associated with the assignment including remuneration for staff, and reimbursable expenses and such other information as may be specifically requested by QUEST. Alternatively, the bidder may provide his/her/its own list of costs with all items described in the Technical proposal priced separately.

2.4.6 Bid Currencies

For the purpose of comparison of bids quoted in different currencies, price shall be converted in PAK RUPEE (PKR). The rate of exchange shall be the selling rate prevailing seven working days before the date of opening of the bids. [SPPRA Rule 42 (2)]

2.4.7 Bid Security

The QUEST shall require the bidders to furnish the Earnest Money of 3% of the total bidding cost or Irrevocable Quest Guarantee acceptable to the Quest, which shall remain valid for a period of twenty eight (28) days beyond the validity period for bids, in order to provide the QUEST reasonable time to act, if the security is to be called. [SPPRA Rule 37(1)]

Bid Security should be attached with Financial Proposal. Bidders are also required to submit affidavit that the Bid Security has been attached with the Financial Proposal.

Any Bid not accompanied by an acceptable Bid Security shall be rejected by the QUEST as non – responsive. Bid security shall be released to the unsuccessful bidders once the contract will be signed with the successful bidder or the validity period has expired. [SPPRA Rule 37(2)]

The bid security shall be forfeited:

- If a Bidder withdraws its bid during the period of its validity specified by the Bidder on the Bid Form; or
- In the case of a successful Bidder, if the Bidder fails to;
 - Sign the contract in accordance with ITB Section [2.7.4]; or
 - Furnish performance security in accordance with ITB Section [2.7.5].

2.4.8 Bid Validity

Bids shall remain valid for a period of ninety (90) days, after the date of bid opening prescribed by QUEST; [SPPRA Rule 38 (1)]

Whenever an extension of bid validity period is requested, a bidder shall have the right to refuse to grant such an extension and withdraw his bid and bid security shall be returned forthwith; and [SPPRA Rule 38 (6)]

Bidders who agree to extension of the bid validity period shall also extend validity of the bid security for the agreed extended period of the bid validity. [SPPRA Rule 38 (7-a)]

2.5 Submission of Bids

2.5.1 Sealing and Marking of Bids

This is the Single Stage – One Envelope Procedure; the bid shall comprise a single package containing TECHNICAL, ELIGIBILITY CRITERIA & FINANCIAL PROPOSAL (duly filled in all respect) [SPPRA Rule 46 (1-a & b)]

2.5.2 Response Time

Bidders are required to submit their Bids within fifteen (15) calendar days from the date of publication of Notice Inviting Tender as per National Competitive Bidding. Bids must be received by QUEST at the address specified under ITB Section [2.1] within office hours. [SPPRA Rule 18 (2)]

2.5.3 Extension of Time Period for Submission of Bids

QUEST may extend the deadline for submission of bids only, if one or all of the following conditions exist;

- Fewer than three bids have been submitted and QUEST is unanimous in its view that wider competition can be ensured by extending the deadline. In such case, the bids submitted shall be returned to the Bidders un-opened; [SPPRA Rule 22 (1)]
- If the QUEST is convinced that such extraordinary circumstances have arisen owing to law and order situation or a natural calamity that the deadline should be extended. [SPPRA Rule 22 (2)]

2.5.4 Clarification of Bidding Documents

An interested bidder, who has obtained bidding documents, may request for clarification of contents of the bidding document in writing, and QUEST shall respond to such queries in writing within three calendar days, provided they are received at least five (5) calendar days prior to the date of opening of bid. [SPPRA Rule 23 (1)]

It should be noted that any clarification to any query by a bidder shall also be communicated to all parties, who have obtained bidding documents.

2.5.5 Late Bids

Any bid received by QUEST after the deadline for submission of bids prescribed by QUEST pursuant to ITB Section [2.5.2] will be rejected and returned unopened to the Bidder. [SPPRA Rule 24 (1)] .The rejection of bids received after the deadline for submission shall apply regardless of any reason whatsoever for such delayed receipt

2.5.6 Withdrawal of Bids

The Bidder may withdraw their bids after it has been submitted by sending a written Withdrawal Notice, duly signed by the Bidder and/or by an authorized representative, and shall include a copy of the authorization. Provided that, written notice of Withdrawal, shall be received by QUEST prior to the opening of bids.

No bid shall be withdrawn in the interval between the opening of Bids and the expiration of the period of Bid validity specified in ITB section [2.4.8].

2.5.7 Cancellation of Bidding Process

1. QUEST may cancel the bidding process at any time prior to the acceptance of a bid or proposal; [SPPRA Rule 25 (1)]
2. QUEST shall incur no liability towards the bidders, solely by virtue of its invoking sub-rule (2.5.7 - 1); [SPPRA Rule 25 (2)]
3. Intimation of the cancellation of bidding process shall be given promptly to all bidders and bid security shall be returned along with such intimation; [SPPRA Rule 25 (3)]
4. QUEST shall, upon request by any of the bidders, communicate to such bidder, grounds for the cancellation of bidding process, but is not required to justify such grounds. [SPPRA Rule 25 (4)]

2.5.8 Mechanism for Redressal of Grievances

QUEST has a Committee for Complaint Redressal to address the complaints of bidder that may occur during the procurement proceedings. [SPPRA Rule 31 (1)]

Any bidder being aggrieved by any act or decision of the QUEST during procurement proceedings may lodge a written complaint after the decision causing the grievance has been announced. [SPPRA Rule 31(3)]

The complaint Redressal committee upon receiving a complaint from an aggrieved bidder may, if satisfied; [SPPRA Rule 31(4)]

1. Prohibit the procurement committee from acting or deciding in a manner, inconsistent with these rules and regulations; [SPPRA Rule 31(4-a)]
2. Annul in whole or in part, any unauthorized act or decision of the procurement committee; [SPPRA Rule 31(4-b)] and
3. Reverse any decision of the procurement committee or substitute its own decision for such a decision;

Provided that the complaint Redressal committee shall not make any decision to award the contract. [SPPRA Rule 31(4-c)]

QUEST shall announce its decision as to the grievance within seven (7) days. The decision shall be intimated to the Bidder and the Authority within three (3) working days by QUEST. [SPPRA Rule 31(5)]

QUEST shall award the contract only after the decision of the complaint Redressal committee [SPPRA Rule 31 (6)]

Mere fact of lodging of a complaint by a bidder shall no warrant suspension of the procurement proceedings. [SPPRA Rule 31(7)]

2.5.9 Review Committee

QUEST has a Committee for Complaint Redressal to address the complaints of bidder that may occur during the procurement proceedings. [SPPRA Rule 31 (1)]

Any bidder being aggrieved by any act or decision of the QUEST after the issuance of notice inviting tender may lodge a written complaint [SPPRA Rule 31(3)].

The complaint Redressal committee upon receiving a complaint from an aggrieved bidder may, if satisfied; [SPPRA Rule 31(4)]

1. Prohibit the procurement committee from acting or deciding in a manner, inconsistent with these rules and regulations;[SPPRA Rule 31(4-a)]
2. Annul in whole or in part, any unauthorized act or decision of the procurement committee; [SPPRA Rule 31(4-b)] and
3. [recommend to the Head of Department that the case be declared a mis- procurement if material violation of Act, Rules Regulations, Orders, Instructions or any other law relating to public procurement, has been established; [SPPRA Rule 31(4-bb)] and]
4. Reverse any decision of the procurement committee or substitute its own decision for such a decision;

Provided that the complaint Redressal committee shall not make any decision to award the contract. [SPPRA Rule 31(4-c)]

Complaint Redressal Committee of (QUEST) shall announce its decision within seven (7) days. and intimate the same to the Bidder and the Authority within three (3) working days by QUEST. If the committee stand transferred to the Review Committee which shall dispose of the complaint in accordance with the procedure laid down in Rule 32,] [if the aggrieved bidder files the review appeal within ten (10) days of such transfer] [SPPRA Rule 31(5)]

QUEST shall award the contract only after the decision of the complaint Redressal committee [SPPRA Rule 31 (6)]

Mere fact of lodging of a complaint shall not warrant suspension of the procurement proceedings. [SPPRA Rule 31(7)].

Provided that in case of failure of the complaint Redressal Committee to decide the complaint; QUEST shall not award the contract. [Until the expiry of appeal period or the final adjudication by the Review Committee]

IMPORTANT

In addition to above it may be added that no complaint will be entertained unless it is:-

- a) **Forwarded on company's original letter head, complete address, NTN of the company and CNIC of the complainant.**
- b) **Incriminating evidence of the complaints.**

2.4.1 Appeal to Review Committee

A bidder not satisfied with decision of the QUEST Complaints Redressal Committee may lodge an appeal to the Review Committee; [within ten (10) days of announcement of the decision]. Provided that he has not withdrawn the bid security, if any, deposited by him. [SPPRA Rule 32 (1)].

The bidder shall submit the following documents to the Review Committee: [SPPRA Rule 32 (5)].

- (a) A letter stating his wish to appeal to the Review Committee and nature of complaint; [SPPRA Rule 32 (5-a)].
- (b) A copy of the complaint earlier submitted to the complaint Redressal committee of the department and all supporting documents; [SPPRA Rule 32 (5-b)].
- (c) Copy of the decision of Procuring Agency / Complaint Redressal Committee. [if any] [SPPRA Rule 32 (5-c)].

On receipt of appeal, [along with all requisite information & documents] the Chairperson shall convene a meeting of the Review Committee within seven working days; [SPPRA Rule 32 (6)].

It shall be mandatory for the appellant and the Head of QUEST or his nominee not below the rank of BS-19 to appear before the Review Committee as and when called and produce documents, if required; [SPPRA Rule 32 (8)].

In case the appellant fails to appear twice despite the service of notice of appearance, the appeal may be decided ex-parte [SPPRA Rule 32 (9)].

The Review Committee shall hear the parties and announce its decision within ten working days of submission of appeal; [However, in case of delay, reasons thereof shall be recorded in writing] [SPPRA Rule 32 (10)].

The decision of Review Committee shall be final and binding upon the QUEST. After the decision has been announced, the appeal and decision thereof shall be hoisted by the Authority on its website; [SPPRA Rule 32 (11)] on its website; [SPPRA Rule 32 (11)].

2.5.10 Matters not subject to Appeal or Review

The following actions of the QUEST shall not be subject to the appeal or review: [SPPRA Rule 33]

- Selection method adopted by the QUEST; [SPPRA Rule 33 (1)]
- Decision by the QUEST under ITB section [2.5.7]. [SPPRA Rule 33 (2)]

2.6 Opening and Evaluation of Bids

2.6.1 Opening of Bids by QUEST

The opening of bids shall be as per the procedure set down in Section 2.4.1 dealing with Bidding Process.

2.6.2 Clarification of Bids

No Bidder shall be allowed to alter or modify his bids after the expiry of deadline for the receipt of the bids unless, QUEST may, at its discretion, ask a Bidder for a clarification of bid for evaluation purposes. The request for clarification and the response shall be in writing and no change in the prices or substance of bid shall be sought, offered or permitted. [SPPRA Rule 43]

2.6.3 Preliminary Examination

QUEST will examine the bids to determine whether the bids are complete and the documents have been properly signed and whether the bids are generally in order.

QUEST may waive any minor informality; nonconformity or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder and further provided that such waiver will be at the complete and sole discretion of QUEST.

If a bid is not substantially responsive, it will be rejected by QUEST and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

2.6.4 Supplier Evaluation Criteria

All bids shall be evaluated in accordance with the evaluation criteria. [SPPRA Rule 42 (1)]QUEST will evaluate the bids, which have been determined to be substantially responsive and reject any proposal which does not conform to the specified requirements.

2.6.5 Eligibility Criteria

<i>S. No.</i>	<i>Requisite</i>	<i>Total Points</i>	<i>Points Obtained</i>	<i>Point Criteria</i>	<i>Contractor Action (Documents to be enclosed)</i>
1	Status of Firm	20		Private Limited/ Partner Ship	Certificate of incorporation/ Partnership deed/NTN
		10		Sole proprietorship	
2	Years in business	30		5 years and above	NTN Certificate / Letter of Incorporation / Company Registration Letter is required to be enclosed or Declaration of Commencement of Business with evidence is required to enclosed
		15		3 years and above	
		10		1 years and above	
3	Similar Experience in relevant field	20		3 and above	Award letters/evidence to be attached duly issued from Clients for construction of Parking Shade or relevant works.
		10		1 and above	
4	Average yearly	30		2 Million and above	Audited Financial Statements Report or Tax Return of last 3 years
	Turnover last five Years	20		0.5 Million and above	
TOTAL POINTS		100	<i>Qualified/Disqualified</i>		

2.6.5.1 ELIGIBILITY CRITERIA NOTE

1. There can be subsequent clarification to this specific tender for which it is advised to keep yourself abreast with the notification being hoisted on Sindh Quest Ltd & SPPRA websites regularly.
2. Attachment of relevant evidence in eligibility criteria is mandatory. In case of non-provision of evidence in any of the requisite, no marks will be awarded. Attachment of relevant evidence in eligibility criteria is mandatory.
3. Acquiring of 65% marks of the total score will make the Bidder qualify in eligibility criteria.

2.6.5.2 MANDATORY

1. Registration with Concerned Authorities:
2. **GST/Income Tax Registration/Registration with Sindh Revenue Board.**
3. Blacklisting Affidavit
4. Attachment of Affidavit (specimen attached as Annexure "N") on stamp paper from the owner of the company.
5. Attachment of Annexures
6. Attachment of Annexure "A" (With Financial Proposal) & Annexure "B" (With Financial Proposal if Quest Guarantee is going to be submitted as Bid Security).
7. Tender Reference No.
8. Writing of tender reference as given in the NIT on the Envelop, carrying tender document is must or the Quest will not be responsible if the documents are not received by the Procurement Committee at the time of opening of bids.
9. Financial Proposal- Mandatory
The bidders are required to submit bids only in prescribed financial proforma given in Tender Document.
10. Participation in Tender
The representative present at the time of opening of tender shall be in possession of authority letter on the company's letter head, duly signed by the CEO of the company.

2.6.5.3 DISQUALIFICATION

The bidder will be considered disqualified prior/during technical/financial evaluation process or after award of contract if:

1. Black Listed from
 - a. SPPRA
 - b. Quest or any other firm
2. Not Registration with
 - a. GST
 - b. Income Tax
 - c. Sindh Revenue Board.
3. Alternate Bid- Alternate bid is offered.
4. Subletting- The qualified bidder sublets the contract in any form/stage to any other agency.
5. Tender Fee- The tender is deposited without Tender Fee or Tender fee is submitted in form of Cheque.
6. Acquires of zero marks in any serial of the eligibility criteria.
7. FBR Registration
Non submission of FBR registration certificate/Sindh Revenue Board & Provincial Revenue Collecting Authority (If applicable).
8. Verification of Cliental Lists.
If during verification process of the cliental list the response by any of the Quest is unsatisfactory/fake on account of previous performance.
9. Warning Letters
Issued with two (2) warning letters/emails by the Sindh Quest Ltd in the past to the bidder for unsatisfactory performances.
10. Blacklist listing Affidavit
Non attachment of blacklisting affidavit attached as Annexure "I".

2.6.6 Discussions Prior to Evaluation

If required, prior to evaluation of the bid, QUEST may, within 6-7 days of receipt of the bid, call upon any of the Bidders to discuss or to ask for clarification about anything contained in the bid submitted by that Bidder.

2.7 Award of Contract

2.7.1 Award Criteria

Subject to ITB Section [2.7.2], QUEST 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.

2.7.2 QUEST's Right to Accept Any Bid and to reject any or all Bids

QUEST annul the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to the Bidder(s).

2.7.3 Notification of Award

Prior to the expiration of the period of bid validity, QUEST will notify the successful Bidder in writing by letter or by facsimile, to be confirmed in writing by letter, that his/her bid has been accepted.

The notification of award will constitute the formation of the Contract.

Upon the successful Bidder's furnishing of the Performance Security pursuant to Section [2.7.5], QUEST will promptly notify each unsuccessful Bidder and will discharge his/her bid security, pursuant to ITB Section [2.4.7].

2.7.4 Signing of Contract

Within 10 Days from the date of Letter of Acceptance, the successful bidder shall furnish to QUEST particulars of the person who would sign the contract on behalf of the successful bidder along with an original power of attorney executed in favour of such person.

The Contract shall be signed by the parties at Central Office QUEST, Karachi, within 10 Days of letter of acceptance date and furnishing the requisite performance security..

2.7.5 Performance Security

Within 7 DAYS of receipt of the Letter of Acceptance from QUEST, the successful Bidder shall furnish to QUEST the Performance Security equals to 2 % of contract price which shall be valid for at least ninety (90) days beyond the date of completion of contract to cover defects liability period or maintenance period. The Performance Security shall be in the form of a pay order or demand draft or Quest guarantee issued by a reputable commercial Quest, acceptable to QUEST, located in Pakistan. [SPPRA Rule 39 (1)]

Failure of the successful Bidder to comply with the requirement of ITB Section [2.7.5] shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event QUEST may make the award to the next lowest evaluated Bidder or call for new bids.

The Performance Security forms at Annexure "C" shall not be completed by the bidders at the time of their bid submission. Only the successful Bidder will be required to provide Performance Security. The Performance Security will be discharged by QUEST and returned to the Supplier not later than

thirty (30) days following the date of successful completion of the Supplier's performance obligation under the Contract.

2.7.6 General Conditions of Contract

For detailed General Condition of Contract refer to Section [6.1] of this TD.

2.7.7 Special Conditions of Contract

For detailed Special Condition of Contract refer to Section [6.2] of this TD.

2.7.8 Integrity Pact

The successful bidder shall upon the award of the contract execute an Integrity Pact with QUEST. *[Specimen is attached in Annexure "D"]*[SPPRA Rule 89]

2.7.9 Non-Disclosure Agreement

The successful bidder shall upon the award of the contract execute a Non-Disclosure Agreement with QUEST. *[Specimen is attached in Annexure "E"]*

2.7.10 Mode of Payment

3 SCOPE OF WORK

Quaid-e-Awam University Engineering Science & Technology (QUEST) requires proposal from the Contractors for CONSTRUCTION OF WALKWAY WITH SHADE FROM A-SECTOR TO BOYS HOSTEL

4 FINANCIAL PROPOSAL

Bill of Quantity

(Applicable for the year 2024)

Name of Bidder _____

Construction of Walkway with Shade from A-Sector towards Boys Hostel

S.No	Item	Specification	Qty (SFT)	Rate	Amount
Attached at the End of document					

*This amount will be considered as only the "Bid Offered". Whereas be apprised that the successful bidder will be the one whose "Evaluated Bid" is the lowest. (For further clarification refer Note 9. below)

Note

- The work has to be handed over in 90 days of issue date of award letter. In case of delay, a penalty @ 0.15% of total contract amount, for Each day of delay will be imposed.
- The cost must include all applicable taxes.
- No advance payment will be made; bills will only be processed for necessary payment on receipt of certificate of satisfaction from the Engineer.
- Calculation of bid security** 3% of the *Total Amount will be submitted with the tender document as bid security.
- In case it is reviled at any stage after the completion of work that the asked specification of the tender have not been met, the amount of that specific item will be fined to the contractor with appropriate action as deemed necessary by the procurement committee.
- In case of any observation arising in respect of quality of the item, the company will be liable to address it at his own cost, non-compliance of the same will result into initiation of a case against the company for non-commitment or cancellation of tender as will be decided by the Procurement Committee.
- All terms and condition of Agreement (Annexure "G") are part of Tender Document.
- In case financial bids are the same, the successful bidder will be the one who has acquired more marks in the technical evaluation.
- Lowest evaluated bid is going to be the criteria for award of contract rather than considering the lowest offered bid, encompassing the lowest whole sum cost which the procuring agency has to pay for the services/items duration the contract period. SPPRA Rule 49 may please be referred. The successful bidder will be the one whose total sum of cost is the lowest. As it is package tender, so no partial lowest cost will be considered for award of any work.
- Payment will be made as per the scheduled attached as Annexure "K".
- During final inspection, a Performa (specimen attached as Annexure "H") will be filled by the representative of engineering department where he will award marks going by the quality of job executed in different categories. Any contractor awarded marks below 70 marks will be issued with warning letter and will not be eligible to take part in any future tender.
- The site inspection phase will be checked as per the Performa attached as Annexure I.

Signature & Stamp of Bidder _____

5 Contract

5.1 Conditions of Contract

5.1.1 Definitions

In this contract, the following terms shall be interpreted as indicated:

“Applicable Law” means the Sindh Public Procurement Act 2009 and the Sindh Public Procurement Rules 2010 (Amended 2019).

“Procuring Agency” or “PA” means QUEST Contractor.

“Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1 that is General Conditions (GC), and the Special Conditions (SC).

“Contract Price” means the price to be paid for the performance of the Services. “Effective Date” means the date on which this Contract comes into force.

“GC” mean these General Conditions of Contract.

“Government” means the Government of Sindh.

“Currency” means Pak Rupees.

“Member” means any of the entities that make up the joint venture/consortium/association, and “Members” means all these entities.

“Party” means the PA or the Contractor, as the case may be, and “Parties” means both of them.

“Personnel” means persons hired by the Contractor or by any Sub- Contractors and assigned to the performance of the Services or any part thereof.

“SC” means the Special Conditions of Contract by which the GC may be amended or supplemented.

“Services” means the services to be performed by the Contractor pursuant to this Contract, as described in the scope of services.

“In writing” means communicated in written form with proof of receipt.

5.1.2 Law Governing Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the laws of the Islamic Republic of Pakistan.

5.1.3 Notice

- Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC.
- A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

5.1.4 Authorized Representative

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the QUEST or the Supplier may be taken or executed by the officials.

5.1.5 Taxes and Duties

The Supplier, Sub-Suppliers, and their Personnel shall pay such direct or indirect taxes, duties, fees, and other impositions levied under the Applicable Law as specified in the SC, the amount of which is deemed to have been included in the Contract Price.

5.1.6 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both Parties. The date the Contract comes into effect is defined as the Effective Date.

5.1.7 Expiration of Contract

Unless terminated earlier pursuant to Clause GC 5.1.17 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.

5.1.8 Modifications or Variations

Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

5.1.9 Force Majeure

The failure on the part of the parties to perform their obligation under the contract will not be considered a default if such failure is the result of natural calamities, disasters and circumstances beyond the control of the parties.

5.1.9.1 No Breach of Contract

The failure of a Party to fulfil any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

5.1.9.2 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

5.1.10 Termination

5.1.10.1 Termination by QUEST

The QUEST may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause GC 5.1.10.1. In such an occurrence the QUEST shall give a not

less than fifteen (30) days' written notice of termination to the Supplier, and sixty (60) days' in the case of the event referred to in (e).

- a. If the Supplier does not remedy the failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the QUEST may have subsequently approved in writing;
- b. If the Supplier becomes insolvent or Questrupt;
- c. If the Supplier, in the judgment of the QUEST has engaged incorrupt or fraudulent practices in competing for or in executing the Contract;
- d. If, as the result of Force Majeure, the Supplier(s) are unable to perform a material portion of the Services for a period of not less than sixty (60) days; and
- e. If the QUEST, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

5.1.10.2 Termination by the Supplier

The Suppliers may terminate this Contract, by not less than thirty (30) days' written notice to the QUEST, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause GC 5.1.10.2

- a. If the QUEST fails to pay any money due to the Supplier pursuant to this Contract without Suppliers fault.
- b. If, as the result of Force Majeure, the Supplier is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

5.1.10.3 Payment upon Termination

Upon termination of this Contract pursuant to Clauses GC 5.1.10.1 or GC 5.1.10.2, the QUEST shall make the following payments to the Supplier:

- a. Payment for Services satisfactorily performed prior to the effective date of termination;
- b. except in the case of termination pursuant to paragraphs (a) through (c), and (f) of Clause GC 5.1.10.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

5.1.11 Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

5.1.12 Settlement of Disputes

5.1.12.1 Amicable Settlement

The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

5.1.12.2 Arbitration

If the QUEST and the Supplier fail to amicably settle any dispute arising out of or in connection with the Contract within ten (10) days of commencement of such informal negotiations, the dispute shall be referred to arbitration of two arbitrators, one to be appointed by each party, in accordance with the Arbitration Act, 1940. Venue of arbitration shall be Karachi, Pakistan and proceedings of arbitration shall be conducted in English.

5.1.13 Data Ownership

The data in the implemented Computer System shall at all times remain the exclusive property of QUEST. The Supplier is hereby required to transfer all necessary passwords, access codes or other information required for full access to the data to QUEST upon successful commissioning of the Computer System and should not be available to any other party including the employees of the supplier.

5.1.14 Obligations of the Supplier

The Supplier shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Supplier shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the QUEST, and shall at all times support and safeguard the QUEST legitimate interests in any dealings with Sub-Suppliers or third Parties.

5.1.14.1 Conflict of Interest

The Supplier shall hold the QUEST's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

5.1.14.2 Confidentiality

Except with the prior written consent of the QUEST, the Supplier and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Supplier and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

5.2 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.

5.2.1 Performance Security

The amount of performance security shall be two (3%) percent of the Contract Price

5.2.2 Payment

The payment to be made to the Supplier under this Contract shall be made in accordance with the payment schedule as shall be agreed between QUEST and the Supplier. Payment Schedule is attached as Annexure "K".

5.2.3 Price

Schedule of prices shall be as fixed in the Contract.

Annexure “A”

BID FORM

Dated: _____, 2022

To,

QUAID-E-AWAM UNIVERSTY
ENGINEERING SICENCE &
TECHNOLOGY NAWABSHAH

Gentleman,

Having examined the bidding documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer, in conformity with the said bidding documents for the sum of Currency.

We undertake, if our Bid is accepted, [to provide goods/work/related service], that will be in accordance with the terms defined in the proposal and /or contract.

Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from the following eligible countries _____.

If our Bid is accepted, we will obtain the Quest Guarantee in a sum equivalent to two percent (2%) of the Contract Price for the due performance of the Contract, in the form prescribed by QUEST.

We agree to abide by this Bid for a period of ninety (90) days from the date fixed for Bid Opening 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 & Address of Agent

Amount and Currency

(If none, State none) We understand that you are not bound to accept the lowest or any bid you may receive.
Dated this _____ day of _____ 2022

[Signature]

[In the Capacity of]

Duly authorized to sign Bid for and on behalf of _____

Annexure “B”

BID SECURITY FORM

Whereas [name of the Bidder] has submitted its bid dated [date of submission of bid] for

KNOW ALL PEOPLE by these presents that WE [name of Quest] of [name of country], having our registered office at [address of Quest] (hereinafter called “the Quest”), are bound unto QUEST (hereinafter called “the Purchaser”) in the sum of for which payment well and truly to be made to the said Purchaser, the Quest binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Quest this day of ____ 2022.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraw its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its Bid by the QUEST during the period of bid validity:
 - a. fails or refuses to execute the Contract, if required; or
 - b. fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders;

We undertake to pay to the Purchaser up to the above amount upon receipt of its written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including twenty eight (28) days after the period of bid validity and any demand in respect thereof shall reach the Quest not later than the above date.

[Signature and Seal of the Quest]

Annexure “C”

PERFORMANCE SECURITY FORM

To,

QUAID-E-AWAM
UNIVERSITY ENGINEERING
SCIENCE & TECHNOLOGY
NAWABSHAH

WHEREAS [name of Supplier] (hereinafter called “Supplier” or “Contractor”) has undertaken, in pursuance of Contract No. _____ [Reference number of the contract] dated ____ 2017 to _____ [details of task to be inserted here] (hereinafter called “the Contract”).

AND WHEREAS we have agreed to give the Supplier / Contractor guarantee as required pursuant to the bidding document and the contract:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier / Contractor, 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 / Contractor 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 _____2022.

Signature and Seal of the Guarantors

Name of Quest

Address Date

Annexure “D”

FORM OF CONTRACT

Declaration of Fees, Commissions and Brokerage etc Payable by the Suppliers of Services Pursuant To Rule 89 Sindh Public Procurement Rules Act, 2010

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

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

[The Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty. [The Supplier] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

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

For and On Behalf Of

Signature: _____

Name: _____

NIC No: _____

Form of Contract Annexure “E”

This Mutual Non-Disclosure Agreement (“Agreement”) is made and entered into between Sindh Quest Limited, and [Supplier Name], individually referred to as a ‘Party’ and collectively referred to as the ‘Parties’. The Parties wish to exchange Confidential Information (as defined below in Section 2) for the following purpose(s): a) to evaluate whether to enter into a contemplated business transaction; and b) if the Parties enter into an agreement related to such business transaction, to fulfil each Party’s confidentiality obligations to the extent the terms set forth below are incorporated therein (the “Purpose”).

The Parties have entered into this Agreement to protect the confidentiality of information in accordance with the following terms:

1. The Effective Date of this Agreement is _____ 2022
.
2. In connection with the Purpose, a Party may disclose certain information it considers confidential and/or proprietary (“Confidential Information”) to the other Party including, but not limited to, tangible, intangible, visual, electronic, present, or future information such as:
 - Trade secrets;
 - Financial information, including pricing;
 - Technical information, including research, development, procedures, algorithms, data, designs, and know-how;
 - Business information, including operations, planning, marketing interests, and products;
 - The terms of any agreement entered into between the Parties and the discussions, negotiations and proposals related thereto; and
 - Information acquired during any facilities tours.
3. The Party receiving Confidential Information (a “Recipient”) will only have a duty to protect Confidential Information disclosed to it by the other Party (“Discloser”):
 - If it is clearly and conspicuously marked as “confidential” or with a similar designation;
 - If it is identified by the Discloser as confidential and/or proprietary before, during, or promptly after presentation or communication; or
 - If it is disclosed in a manner in which the Discloser reasonably communicated, or the Recipient should reasonably have understood under the circumstances, including without limitation those described in Section 2 above, that the disclosure should be treated as confidential, whether or not the specific designation "confidential" or any similar designation is used.
4. A Recipient will use the Confidential Information only for the Purpose described above. A Recipient will use the same degree of care, but no less than a reasonable degree of care, as the Recipient uses with respect to its own information of a similar nature to protect the Confidential Information and to prevent:
 - Any use of Confidential Information in violation of this agreement; and/or

- Communication of Confidential Information to any unauthorized third parties. Confidential Information may only be disseminated to employees, directors, agents or third party contractors of Recipient with a need to know and who have first signed an agreement with either of the Parties containing confidentiality provisions substantially similar to those set forth herein.
5. Each Party agrees that it shall not do the following, except with the advanced review and written approval of the other Party:
- Issue or release any articles, advertising, publicity or other matter relating to this Agreement (including the fact that a meeting or discussion has taken place between the Parties) or mentioning or implying the name of the other Party; or
 - Make copies of documents containing Confidential Information.
6. This Agreement imposes no obligation upon a Recipient with respect to Confidential Information that:
- Was known to the Recipient before receipt from the Discloser;
 - Is or becomes publicly available through no fault of the Recipient;
 - Is independently developed by the Recipient without a breach of this Agreement;
 - Is disclosed by the Recipient with the Discloser's prior written approval; or
 - Is required to be disclosed by operation of law, court order or other governmental demand ("Process"); provided that (i) the Recipient shall immediately notify the Discloser of such Process; and (ii) the Recipient shall not produce or disclose Confidential Information in response to the Process unless the Discloser has: (a) requested protection from the legal or governmental authority requiring the Process and such request has been denied, (b) consented in writing to the production or disclosure of the Confidential Information in response to the Process, or (c) taken no action to protect its interest in the Confidential Information within 14 business days after receipt of notice from the Recipient of its obligation to produce or disclose Confidential Information in response to the Process.
7. EACH DISCLOSER WARRANTS THAT IT HAS THE RIGHT TO DISCLOSE ITS CONFIDENTIAL INFORMATION. NO OTHER WARRANTIES ARE MADE. ALL CONFIDENTIAL INFORMATION DISCLOSED HEREUNDER IS PROVIDED "AS IS".
8. Unless the Parties otherwise agree in writing, a Recipient's duty to protect Confidential Information expires [YEARS] from the date of disclosure. A Recipient, upon Discloser's written request, will promptly return all Confidential Information received from the Discloser, together with all copies, or certify in writing that all such Confidential Information and copies thereof have been destroyed. Regardless of whether the Confidential Information is returned or destroyed, the Recipient may retain an archival copy of the Discloser's Confidential Information in the possession of outside counsel of its own choosing for use solely in the event a dispute arises hereunder and only in connection with such dispute.
9. This Agreement imposes no obligation on a Party to exchange Confidential Information, proceed with any business opportunity, or purchase, sell, license and transfer or otherwise make use of any technology, services or products.

- 10. Each Party acknowledges that damages for improper disclosure of Confidential Information may be irreparable; therefore, the injured Party is entitled to seek equitable relief, including injunction and preliminary injunction, in addition to all other remedies available to it.
- 11. This Agreement does not create any agency or partnership relationship. This Agreement will not be assignable or transferable by Participant without the prior written consent of the other party.
- 12. This Agreement may be executed in two or more identical counterparts, each of which shall be deemed to be an original including original signature versions and any version transmitted via facsimile and all of which taken together shall be deemed to constitute the agreement when a duly authorized representative of each party has signed the counterpart.
- 13. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes any prior oral or written agreements, and all contemporaneous oral communications. All additions or modifications to this Agreement must be made in writing and must be signed by the Parties. Any failure to enforce a provision of this Agreement shall not constitute a waiver thereof or of any other provision.

Company Name:

Company Name:

Registered Address:

Registered Address:

Name: _____

Name: _____

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____

Annexure “F”

Schedule of Opening & Submission of Bid

For details refer to notification hoisted on Sindh Quest www.quest.edu.pk and SPPRA (<https://ppms.pprasinhd.gov.pk/PPMS/>) websites on the subject matter.

ANNEXURE “G”

CONTRACT AGREEMENT

THIS AGREEMENT is entered into at Karachi
on this the ____ day of _____, 2024

BETWEEN

M/S. _____, a sole proprietorship, having its principal place of business at _____
(hereinafter referred to as “Contractor”, which expression shall be deemed to mean and include its
successors-in-interest and assigns) of the First Part;

AND

QUAID-E-AWAM UNIVERSTY ENGINEERING SICENCE & TECHNOLOGY, Nawabshah.
(Hereinafter referred to as “THE QUEST”, which expression shall be deemed to mean and include its
successors-in-interest and assigns) of the Second Part.

WHEREAS:

“QUEST” intends to acquire the services of “Contractor” for Construction of Walkway with Shade
From A-Sector towards Boys Hostel and Contractor agrees to provide the following services to the Quest, as
per the tender opened on _____ .

- i. Establishment of car parking shades as per detailed BOQ submitted to the Quest.
Total Price as per Financial / Technical Proposal
Submitted by M/s. _____ :Rs. _____/-

The terms and conditions are as follows:

Terms & Conditions:

All terms and conditions of the tender document will remain part of this agreement.

Change / alteration in the original Plan:

- Any change/alteration in the original plan, if required, due to site hindrance or any other reason shall be made after written approval of the Quest. Electricity & Water for renovation activities will be provided and charged as per policy to the Contractor, by the Quest.

Payment Schedule:

As per IPC

The contractor has to deposit 2% retention money at the time of award of contract and 3% will be withheld at the time of final payment. The total 5% withheld amount on account of retention money /performance security will be released after 3 month of completion of tender assigned job and after due receipt of letter of satisfaction from concerned branch manager. Final Bill will be made on actual verified quantities.

Period of Contract:

- Date of Handing over site _____
- Branch Completion date:

Commencement of Work:

- The job will be commenced from the date of acceptance of Award/Letter by the Contractor.

Penalty:

- The completion period of the awarded work will be 90 days from the date 7 days after work order issued.
- In case of delay in completion, a penalty @ 0.15% of total contract amount, for each day of delay will be imposed.
- The rates quoted by the Contractor will include all works, necessary for establishment of Quest Branch, complete in all respect strictly in accordance with our specifications given in design book. In case of any deviation in design/ specification, without written permission of Quest's Engineer, the payment of such item will not be paid and the contractor will be liable to replace the objected item as per the design book at his own cost.

Notice:

- Any notice, request or consent required or permitted to be given or made pursuant to this agreement shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the given address.
- A party may change its address for notice by giving a notice to the other Party in writing of such change.

Authorized Representative:

- Any action required or permitted to be taken, and any document required or permitted to be executed under this agreement by the Quest or the Contractor may be taken or executed by the officials.

Taxes and Duties:

- The Contractor and its Personnel shall pay such direct or indirect taxes, duties, fees, and other impositions levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

Termination of Agreement by the Quest:

- If the performance of the Contractor is not satisfactory this agreement can be terminated by the Quest upon giving a 30 days' advance notice in writing to the Contractor. In such event the Contractor shall refund all advance money to the Quest after adjusting the cost of work done by that date.

- If the Contractor becomes insolvent or bankrupt.
- If the Contractor, in the judgment of the Quest has engaged in corrupt or fraudulent practices in competing for or in executing the Agreement.
- If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) days; and
- If the Quest, in its sole discretion and for any reason whatsoever, decided to terminate this Agreement.
- If issued with two warning letter/email by the Quest for unsatisfactory performance to the bidder.

Termination of Agreement by the Contractor:

- The Contractor may terminate this Agreement, by not less than (30) days' written notice to the Quest, if the Quest fails to pay any money due to the Contractor pursuant to this Agreement without Contractors fault.
- If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

Force Majeure:

- The failure on the part of the parties to perform their obligation under the agreement will not be considered as default if such failure is the result of natural calamities, disasters and circumstances beyond the control of the parties.

Extension of Time:

- Any period within which Party shall, pursuant to this agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

Good Faith:

- The Parties undertake to act in good faith with respect to each other's rights under this agreement and to adopt all reasonable measures to ensure the realization of the objectives of this agreement.

Settlement of Disputes:

- The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Agreement and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with the Agreement or its interpretation.
- If Parties fail to amicably settle any dispute arising out of or in connection with the Agreement within (10) days of commencement of such informal negotiations, the dispute shall be referred to arbitration of two arbitrators, one to be appointed by each party, in accordance with the Arbitration Act, 1940. Venue of arbitration shall be Karachi, Pakistan and proceedings of arbitration shall be conducted in English.

Obligation of the Contractor:

- The Contractor shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Contractor shall always act, in respect of any matter relating to this Agreement or to the Services, as faithful advisers to the Quest, and shall at all times support and safeguard the Quest legitimate interests in any dealing with Sub-Suppliers or third Parties.
- If the obligation of warranty period are not met or delayed, the repair etc. requirement on this account will be carried out by the Quest & the billed amount will be deducted from the performance security/ upcoming payment due to supplier. Risk & subsequent cost to this effect if any will be liability of the vendor and any subsequent expenses on the equipment will also be borne by the supplier

Conflict of Interest:

- The Contractor shall hold the Quest’s interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

Confidentiality:

- Except with the prior written consent of the Quest, the Contractor and the Personnel shall not at any time communicate to any person or entity and confidential information acquired in the course of the Services, nor shall the Contractor and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

In witnesses hereunder both the parties have set their hands on the day and year above first mentioned.

Contractor Signature_____

Witness:

Name _____

Signature_____

Designation _____

Name _____

Company Name _____

Designation _____

Address _____

Address _____

Stamp

Costumer Signature_____

Signature_____

Name _____

Name _____

Designation _____

Designation _____

Company Name **Quaid-e-Awam University**
Engineering science & Technology

Company Name _____

Address **Nawabshah**

Address _____

~

Stamp

Witness:

Signature_____

Name _____

Designation _____

Address _____

Witness:

Signature_____

Name _____

Designation _____

Address _____

Witness:

Signature_____

Name _____

Designation _____

Address _____

AFFIDAVIT/DECLARATION
ANNEXURE “J”

(Ann “A”)
To be typed on Rs.100/- Stamp Paper

AFFIDAVIT / DECLARATION

(AS REQUIRED BY THE STATE QUEST OF PAKISTAN THROUGH
BPRD CIRCULAR NO.13, DATED DECEMBER, 11, 2014)

I, _____ S/o _____, Proprietor/Authorized

Representative/Partner/Director of M/s _____, having NTN # _____, holding
CNIC # _____, do hereby state on solemn affirmation as under:-

1. That the above named firm/company has not been adjudged an insolvent from any Court of law.
2. That no execution of decree or order of any Court remains unsatisfied against the firm/company.
3. That the above named firm/company has not been compounded with its creditors.
4. That my/our firm/company has not been convicted of a financial crime.

That whatever stated above is true and correct as to the best of my knowledge and belief.

City: _____
Dated. _____

DEPONENT
(PROPRIETOR / REPRESENTATIVE)/DIRECTOR

Solemnly affirmed and stated by the above named deponent, personally, before me, on this
_____ day of _____ 2022 , who has been identified as per his CNIC.

COMMISSIONER FOR TAKING AFFIDAVIT

Drawing

Annexure “L”
Attached at last of this document

<u>GENERAL ABSTRACT</u>				
<u>PART- A</u>				
SCHEDULED ITEMS		=	Rs.	
TOTAL-A		=	Rs.	
<u>PART-B</u>				
NON-SCHEDULED ITEMS		=	Rs.	
TOTAL-B		=	Rs.	
TOTAL(A+B)		=	Rs.	0
G.TOTAL		=	Rs.	0
SAY		=	Rs.	0
IN MILLION		=	Rs.	0.000

Please Noted: Premium Quoted by bidders shall be included with Cartage & Interim Relief -

B.O.Q FOR THE CONSTRUCTION OF					
WALKWAY WITH FIBER MESH SHADE					
QUAID-E-AWAM UNIVERSITY ENGINEERING SCIENCE & TECHNOLOGY NAWAHSHA					
SCHEDULED ITEM (PART-A)					
Sr. No	Item Description	QTY	Unit	Rate	Amount
1	Jungle clearance and removing of Garbage (b) Thick	31200	% SFT	151.25	47190
2	Excavation Chapter -1 item 4a	11050	% CFT	5747.5	63509.875
3	Cement concrete brick or stone ballast 1 1/2" to 2" gauge. (b) Ratio 1 : 4 : 8	10436	% CFT	9416.28	982693.44
4	Cement concrete plain including placing compacting, finishing and curing, complete (including screening and washing at stone aggregate without shuttering. (i) Ratio. 1: 4 :8	4902	% CFT	11288.75	553336.90
5	PCC 1:2:4 at edges of Masonary top	432.5	% CFT	14429.25	62406.50625
6	Pacca brick work in foundation and plinth in: (b) Cement sand mortar 1:3	1946.25	% CFT	12989.4	252806.1975
7	Providing & fixing cement paving blocks flooring having size of 197 x 97 x 60 (mm) of city / quddra / cobble shape with pigmented, having strength b/w 5000 psi to 8500 psi l/c filling the joints with hill sand and laying in specified manner/ pattern and design etc: complete.	12110	SFT	223.97	2712276.7
				SUM PKR =	4674219.618
				PREMIUM QUOTED ABOVE/BELOW (%) =	
				TOTAL =	

Non- SCEDHULED ITEM (PART-B)					
Sr. No	Item Description	QTY	Unit	Rate	Amount
NS-1	Back Fill Soil (silt or Silty clay)	11029	CFT		
NS-2	P/F of Shade with round 16 Guage pipe inlcuding cuting, welding, fixing, coloring inclding fixing of (1' X12') size Fiber Mesh blue in color a per the attached drawing the specification shall be followed as given in drawing (Note: 1' Gape shall be provided every 50' Span)	12110	SFT		
			SUM PKR		
			GRAND TOTAL (SUM A+B)		
Amount In Words:					

Please Noted: Premium Qouated by bidders shall be included with Cartage & Interim Relief -





