



SHAHEED BENAZIR BHUTTO UNIVERSITY
NAWABSHAH/SHAHEED BENAZIRABAD, SINDH, PAKISTAN

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BID DOCUMENT

FOR THE
SUPPLYING & FILLING OF
SAND/SILT NEAR ACADEMIC BLOCK-3

SINGLE STAGE TWO ENVELOP
FOR SBBU-SBA

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A-TENDER INFORMATION

BRIEF INSTRUCTIONS

Dear Bidder,

The Shaheed Benazir Bhutto University Shaheed Benazirabad appreciate your interest in response to this Tender, which is advertised as per SPPRA Rule #17.

The SBBU-SBA is premiere educational institute in Nawabshah, imparting quality education to the Students. The SBBU-SBA is interested to acquire items mentioned in **Bill of Quantities (BoQ)** from potential firms.

The bidder is expected to examine the Bidding Document, including bid data sheet, evaluation criteria, bill of quantities and terms & conditions. Failure to furnish all information required in the Bidding document shall result rejection of the Bidder. In case of any conflict, instructions / provisions herein with the Sindh Public Procurement Rules, 2010 (Amended 2019) (“the Rules”), the Rules shall be applicable.

This Bidding Process will be governed under Sindh Public Procurement Rules, 2010, as amended from time to time during the completion of the contract.

CONTENTS OF BID DOCUMENT

The Bidding Document in addition to the Notice Inviting Tender (NIT) include:

- i. Instructions to Bidders (ITB).
- ii. General Conditions of Contract (GCC).
- iii. Bid Data Sheet
- iv. Bidder’s Qualification / Evaluation Criteria
- v. Bill of Quantity.
- vi. Form & Annexures.

Feel free to contact the Director Procurement on +92-244-937025 or directorprocurement@sbbusba.edu.pk for any information and query.

Thank you.

Director Procurement

Shaheed Benazir Bhutto University
Shaheed Benazirabad

INSTRUCTIONS TO BIDDERS. (ITB)

1. SOURCES OF FUNDS

- 1.1 The Procuring agency has allocated funds / received / applied for loan / grant / federal / provincial / local government funds from the source(s) indicated in the bid data sheet in various currencies towards the cost of the project / schemes specified in the bidding data and it is intended that part of the proceeds of this loan / grant / funds / will be applied to eligible payments under the contract for which these bidding documents are issued.
- 1.2 Payment by the Fund will be made by procuring agency from university funds or only at the request of the Procuring agency and upon approval by the Government of Sindh., and in case of a project 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.

2. ELIGIBLE BIDDERS

- 2.1 This Invitation for Bids is open to all original Contractors/Manufacturers/Suppliers, within Pakistan and abroad, and their Authorized Agents / Importers / Bidders / Distributors.
- 2.2 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 University 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.
- 2.3 Government-owned enterprises 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 Federal Govt. or Provincial Govt.
- 2.4 Bidder should not be eligible to bid if they are under a declaration of ineligibility for corrupt and fraudulent practices issued by any Government organization.

3. ELIGIBLE GOODS

- 3.1 The origin of all the works/goods & related services to be supplied under the Contract should be mentioned.
- 3.2 Origin means the place where the work/goods are manufacture or produce or the place from which the related services are supplied.
- 3.3 All works/goods mentioned in Bill of Quantity(BoQ) and related services to be supplied under the contract shall have their origin in eligible source from foreign countries and all expenditures made under the contract shall be limited to such works/goods and services.

4. COST OF BIDDING

- 4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid. The Procuring agency will not be responsible or liable for these costs.

THE BID DOCUMENT

5. CONTENTS OF BIDDING DOCUMENTS

- 5.1 The Bidding Documents: In addition to the Invitation for Bids (IFB) / Tender Notice, the bidding documents include:
 - i. Instructions to Bidders (ITB);
 - ii. General Conditions of Contract (GCC);
 - iii. Special Conditions of Contract (SCC);
 - iv. Contract Form;
 - v. Supplier/Manufacturer's Authorization Form;
 - vi. Price Schedules.
 - vii. Schedule of Requirements;
 - viii. Technical Specifications;

Note:

- a. In case of discrepancies between the Invitation for Bids (IFB) / Tender Notice and the Bidding Documents, the Bidding Documents shall take precedence.
- b. The bidders are expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish complete information required in the bidding documents or to submit a bid not substantially responsive to the bidding documents may result in rejection.

6. AMENDMENT / CLARIFICATION OF BID DOCUMENT

- 6.1 An interested Bidder requires any clarification regarding bid document may notify the Procuring Agency in writing as per SPPRA Rule 23(1).
- 6.2 At any time prior to the deadline for submission of bids, the Procuring Agency may, for any reason, whether at its

own initiative or in response to a clarification requested by a prospective Bidder, modify the bidding documents by amendment.

- 6.3 All prospective bidders that have received the bidding documents will be notified the amendment(s) in writing, which will be binding on them.
- 6.4 In order to allow prospective bidders reasonable time to take the amendment(s) into account in preparing their bids, the Procuring Agency may, at its discretion, extend the deadline for submission of the bids.

BID PREPARATION

7. BID PROCEDURE

- 7.1 Single Stage – Two Envelope Procedure under SPPRA Rule number 46-2.
- a. Bid shall comprise a single package containing two separate envelopes, the technical proposal and financial proposal.
 - b. The Envelopes must be marked as TECHNICAL PROPOSAL and FINANCIAL PROPOSAL” in bold and legible writing to avoid confusion.
 - c. Initially, only the envelope marked “TECHNICAL PROPOSAL” shall be opened and the envelope marked as “FINANCIAL PROPOSAL” shall be retained in the custody of the procuring agency without being opened.
 - d. Procuring agency shall evaluate the technical proposal in a manner prescribed in advance, without reference to the price and reject any proposal, which does not conform to the specified requirements.
 - e. No amendments in the technical proposal shall be permitted during the technical evaluation.
 - f. The Financial proposals of technically qualified bids shall be opened publicly at a time, date and venue announced and communicated to the bidders in advance.
 - g. The Financial proposals of technically rejected bidders shall be returned un-opened to the respective bidders.

8. LANGUAGE OF BID

- 8.1 The bid document as well as all correspondence by the bidder and the Procuring Agency shall be in English. Supporting documents and printed literature furnished by the bidder may be in another language provided these are accompanied by an accurate translation of the relevant passages in English.

9. DOCUMENTS COMPRISING THE BID

- 9.1 The bid prepared by the Bidder shall comprise as per requirement in eligibility criteria and evaluation criteria
- 9.2 The bid prepared by the Bidder shall comprise the following:
- a. Bid Form;
 - b. Price Schedule;
 - c. Documentary evidence to the effect that the Bidder is eligible to bid and is qualified to perform the Contract if its bid is accepted;
 - d. Documentary evidence to the effect that the goods to be supplied by the Bidder are eligible goods and related services as defined in clause- 3 and conform to the bidding documents; and
 - e. Bid Security.

10. BID PRICES

- 10.1 The prices and discounts quoted by the Bidder in the Bid Form and in the Price Schedules shall conform to the requirements specified below.
- 10.2 All items in the Schedule of Supply must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. Items not listed in the Price Schedule shall be assumed not to be included in the Bid.
- 10.3 The price to be quoted in the Bid Form shall be the total price of the Bid excluding any discounts offered.
- 10.4 The Bidder shall quote any unconditional discounts and the methodology for their application in the Bid Form.
- 10.5 Prices proposed in the Price Schedule Forms for Goods, shall be disaggregated, when appropriate. This disaggregation shall be solely for the purpose of facilitating the comparison of Bids by the Procuring Agency. This shall not in any way limit the Procuring Agency’s right to contract on any of the terms offered:
- a. Price Schedule For Goods offered from within the Procuring Agency’s country:

Detailed Specification of Stores,
Country of Origin

Model / Cat No.,
Quantity of Stores

Name of Manufacturer.
Unit

- the unit price of the goods quoted on delivered duty paid (DDP) basis, including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of goods, or on the previously imported goods of foreign origin;
- If there is no mention of taxes, the offered/quoted price will be considered as inclusive of all prevailing taxes/duties. The benefit of exemption from or reduction in the GST or other taxes during the contract period shall be passed on to the Procuring Agency; and
- the total price for the item.

- 10.6 Final Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account. A Bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected.
- 10.7 If it was proved during the contract period that bidder has supplied the contracted item(s) to any other purchasing agency in Pakistan at the prices lower than the contracted prices, the balance amount will be deducted from the bill and / or security deposit of the bidder.

BID CURRENCIES

- 10.8 Prices shall be quoted in Pak Rupees unless otherwise specified in the Bid Data Sheet.

11. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION

- 11.1 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;
 - The Bidder has the financial, technical, and production capability necessary to perform the contract;
 - 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 Bidder's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
 - The Bidder meets the evaluation & qualification criteria of bidding document.

12. DOCUMENTS ESTABLISHING GOOD' ELIGIBILITY AND CONFORMITY TO BID DOCUMENTS

- 12.1 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, pursuant to ITB Clause 8.
- 12.2 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.
- 12.3 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 detailed description of the essential technical and performance characteristics of the goods; and
 - 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.
- 12.4 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, for purposes of the commentary to be furnished pursuant to ITB Clause 12.3(b) above.
- 12.5 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 Specification

13. BID SECURITY

- 13.1 The Bidder shall furnish, as part of its proposal, a Bid Security in the amount and currency specified in the Bid Data Sheet and SCC. Unsuccessful bidders' Bid Security will be returned soon after approval of the successful Bidder. The successful Bidder's Bid Security will be discharged upon signing of contract and furnishing the Performance Security bond, duly guaranteed by a scheduled bank.
- 13.2 The Bid Security shall remain valid for a period of 28 days beyond the bid validity period.
- 13.3 The Bid Security is required to protect the Procuring Agency against the risk of Bidder's conduct, which would warrant the Security's forfeiture;
- 13.4 The Bid Security may be forfeited:
- if a Bidder withdraws its bid during the period of bid validity; or
 - in the case of a successful Bidder, the Bidder fails:
 - to sign the Contract; or
 - to complete the supplies in accordance with the General Conditions of Contract.

14. BID VALIDITY

- 14.1 Bids shall remain valid for 90 days from the date of its opening. A bid valid for a shorter period shall be treated as non-responsive and rejected.
- 14.2 The Procuring Agency shall ordinarily be under an obligation to process and evaluate the bids within the stipulated bid validity period. However, for any reasons to be recorded in writing, if an extension is considered necessary, all those who have submitted their bids shall be asked to extend their respective bid validity period.
- 14.3 Bids shall remain valid for 90 days from the date of its technical opening. A bid valid for a shorter period shall be

treated as non-responsive bid and shall be rejected

15. ALTERNATIVE BIDS

- 15.1 Unless otherwise indicated in the BDS, alternative bids shall not be considered.

SUBMISSION OF BIDS

16. SEALING AND MARKING OF BIDS

- 16.1 The envelopes shall:
- (a) having the name and address of the Bidder;
 - (b) having the specific identification of the name and NIT reference number;
 - (c) having the Procuring Agency's name and address mentioned in NIT.
 - (d) having a statement: "**DO NOT OPEN BEFORE**" the time and date specified in the Bid Data Sheet.
- 16.2 If the envelopes are not sealed and marked as required above, the Procuring Agency will not responsible for the misplacement or premature opening of the bid.

17. DEADLINE FOR SUBMISSION OF BIDS

- 17.1 Bid must be submitted by the bidder and received by the Procuring Agency at the specified address not later than the time and date specified in the Bid Data Sheet.
- 17.2 The Procuring Agency may, at its convenience, extend this deadline for submission of bids by amending the bidding documents in which case all rights and obligations of the Procuring Agency and the Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

18. LATE SUBMISSION OF BID

- 18.1 A bid received by the Procuring Agency after the deadline for submission of bids shall not be entertained and returned unopened to the bidder.

19. MODIFICATION AND WITHDRAWAL OF BIDS

- 19.1 The Bidder may modify or withdraw his submitted bid, by written notice received by Procuring agency prior to the deadline prescribed for submission of bids.
- 19.2 No bid may be modified and withdrawn after the deadline for submission of bids.
- 19.3 The Bidder may after its submission withdraw prior to the expiry of the deadline prescribed for submission of bids.

OPENING AND EVALUATION OF BIDS

20. OPENING OF BIDS BY THE PROCURING AGENCY

- 20.1 The Procuring Agency will open all bids in the presence of bidders / representatives, at the time, date, and at the place specified in the Bid Data Sheet. The bidders / representatives shall sign attendance sheet.
- 20.2 The bidders' names, bid modifications or withdrawals, bid prices, discounts, bid security and such other details as the Procuring Agency, at its discretion, will be announced at the opening of bid. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder.
- 20.3 Bids that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders.
- 20.4 The Procuring agency will prepare minutes of the bid opening meeting.

21. CLARIFICATION OF BIDS

- 21.1 During evaluation process of the bids, the Procuring Agency may, at its discretion, ask the Bidder for a clarification of his 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.

22. PRELIMINARY EXAMINATION

- 22.1 The Procuring Agency will examine the bids to determine whether complete, computational errors, required sureties have been furnished, the documents have been properly signed, and the bids are generally in order.
- 22.2 Arithmetical errors will be rectified on the following basis:
- a. If there is any **discrepancy** in the product between unit price and total price, **the unit price shall prevail**, and the total price shall be corrected accordingly.
 - b. If the Supplier does not accept the correction of the errors, its bid will be rejected, and bid security shall be forfeited.
 - c. If there is any discrepancy found between words and figures, the **amount in words will prevail**.
- 22.3 The Procuring Agency may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- 22.4 Prior to the detailed evaluation, the Procuring Agency will determine the substantial responsiveness of each bid to the bidding documents. For 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, Applicable Law, and Taxes and Duties, 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.

- 22.5 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.

23. EVALUATION AND COMPARISON OF BIDS

- 23.1 The Procuring Agency will evaluate and compare the bids which have been determined to be substantially responsive.
- 23.2 The Procuring Agency's evaluation of a bid will be on delivered duty paid (DDP) basis inclusive of prevailing duties/taxes/levies and will exclude any allowance for price adjustment during the period of execution of the contract, if provided in the bid.
- 23.3 The Procuring Agency's evaluation of a bid will take into account, in addition to the bid price quoted, one or more of the following factors, and quantified:
- Incidental costs:** Incidental costs provided by the bidder will be added by Procuring Agency to the bid price at the final destination.
 - Delivery schedule offered in the bid:** The goods covered under this invitation are required to be delivered / shipped within an acceptable range of weeks specified in the Schedule of Requirement.
 - Deviations in payment schedule from that specified in the Special Conditions of Contract:** Bidders shall state their bid price for the payment schedule outlined in the SCC. Bids will be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in bid price they wish to offer for such alternative payment schedule. The Procuring Agency may consider the alternative payment schedule offered by the selected Bidder.
- 23.4 For the purpose of comparison of bids quoted in different currencies, price shall be converted into Pakistani Rupees. The rate of exchange shall be the selling rate prevailing seven working days before the date of opening of the bids, as notified by the National Bank of Pakistan (NBP) / State Bank of Pakistan (SBP).

24. Evaluation Criteria

TECHNICAL EVALUATION OF BIDS

- 24.1 The bids disqualified / not responsive to the Mandatory Qualification Criteria provided in this document shall not be eligible for further Technical or Financial Evaluation.
- 24.2 Joint Venture / Consortium Bids, Conditional Bids, Telegraphic Bids, Bids not accompanied by Bid Security of required amount and form, bids received after specific date and time and bids of Blacklisted firms shall be treated as rejected / non-responsive.
- 24.3 Evaluation shall be based on the record / documentary evidence submitted by the bidder.
- 24.4 Bids should be fully responsive to the technical specifications of the goods.
- 24.5 Goods shall be evaluated as per the sample furnished or demo provided by the bidder for physical verification / technical evaluation.

FINANCIAL EVALUATION OF BIDS:

- 24.6 Financial bids of the technically responsive / qualified bidders shall be considered only.
- 24.7 Bids not accompanied by the Bid Security of required amount and form shall be rejected.
- 24.8 Procuring Agency shall not be responsible for any erroneous calculation of taxes and all differences arising out shall be fully borne by the Successful Bidder.
- 24.9 The bidder whose offered rate is found lowest amongst other technically qualified bidders shall be considered for acceptance of the offer provided that it fulfills the laid down terms and conditions of the tender.

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 the bid opening to the time the Contract is awarded. If any bidder wishes to bring additional information to the notice of the Procuring Agency, it may do so in writing.
- 25.2 Any direct or indirect effort by a bidding firm to influence the Procuring Agency during the process of selection of a bidder or award of contract may besides rejection of its bid result into its disqualification from participation in the Procuring Agency's future bids.

26. REJECTION OF BIDS

- 26.1 Notwithstanding anything stated here-before after the Procuring Agency may reject any or all bids at any time prior to the award of contract.
- 26.2 The Procuring Agency may communicate in written to a bidder for its rejection.
- 26.3 If any erasing and/or alterations in the submitted bid shall be authenticated by the authorized person by his full signature. Use of hand written writing and white fluid markers shall lead to rejection of bid.
- 26.4 Ambiguous and incorrect information in the submitted bid will result rejection of bid.

27. RE-BIDDING

- 27.1 If the Procuring Agency has rejected all bids, it may move for a re-bidding or may seek any alternative method of procurement under the provisions of the prevailing Rules.

28. ANNOUNCEMENT OF EVALUATION REPORT

- 28.1 The Procuring Agency will announce the Evaluation Report prior to the award of contract as per SPPRA Rule 45.

AWARD OF CONTRACT

29. ACCEPTANCE OF BID AND AWARD CRITERIA

- 29.1 The Procuring Agency will award the contract to the qualified bidder as per criteria mentioned in the bid data sheet.
29.2 The bids will be awarded, if not in conflict with any other law, rules, regulations or policy of the Government. The contract will be awarded within the original or extended period of bid validity.

30. PROCURING AGENCY'S RIGHT TO CHANGE QUANTITIES AT TIME OF AWARD

- 30.1 The Procuring Agency reserves the right to change the quantity of item(s) mentioned in bill of quantity without any change in unit price or other terms and conditions.

31. LIMITATIONS ON NEGOTIATIONS

- 31.1 The Procuring Agency reserves the right to hold negotiation of delivery schedule or completion schedule for all the items or any item.
31.2 Negotiations will not be used to change substantially:
1. the technical quality or details of the requirement, including the tasks or responsibilities of the bidder or the performance of the goods;
2. the terms and conditions of the Contract and;
3. anything affecting the crucial or deciding factors in the evaluation of the proposals / bid and / or selection of successful bidder.

32. NOTIFICATION OF AWARD OF CONTRACT

- 32.1 Pursuant to Rule 45 of SPP Rules 2010 (Amended 2013), Procuring agency shall hoist the evaluation report on Authority's web site, and intimate to all the bidders seven days prior to notify the award of contract.
32.2 Prior to the expiry of the original or extended period of bid validity, the successful bidder will be informed in writing of acceptance of its bid by the Procuring Agency.

33. SIGNING OF CONTRACT

- 33.1 While conveying acceptance of bid to the successful bidder, the Procuring Agency will send the bidder Contract Form, incorporating all points of agreement between the Parties.
33.2 Within thirty (30) days of receipt of the Contract Form, the successful Bidder and the Procuring Agency will sign and date the Contract on legal stamp paper valuing 0.35% of the value of contract, (cost shall be borne by the bidder). In case the successful Bidder, after completion of all codal formalities, shows inability to sign the Contract, its Bid Security shall be forfeited. The firm may also be blacklisted from taking part in any future bidding of Procuring Agency for a period upto five Years. In such a situation, the Procuring Agency may make the award to the next lowest evaluated responsive bidder or move for re-bid.

34. PERFORMANCE SECURITY

- 34.1 The successful Bidder shall furnish Performance Security. Upon submission of Performance Security the Bid Security will be returned to the Bidder. The amount of Performance Security is specified at Bid Data Sheet.
34.2 Failure of the successful Bidder to comply with any of the requirements specified in this document shall be considered as 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 at the risk and cost of the former.

35. CORRUPT OR FRAUDULENT PRACTICES

- 35.1 The Procuring Agency and the Bidders / Manufacturers / Contractors are expected to observe the highest standard of ethics during the procurement and execution of the Contract. In pursuance of this policy, the relevant terms / phrases as may apply are defined below:
(i) "**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; and
(ii) "**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 Procuring Agency, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial noncompetitive levels and to deprive the Procuring Agency of the benefits of free and open competition;
(iii) "**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;
(iv) "**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;
35.2 The Procuring Agency will take all possible administrative / legal measures if it is found that the Bidder recommended for award was / is engaged in corrupt or fraudulent practice(s) before or after signing of the contract resulting into the

conviction of the proprietor under criminal case besides blacklisting of the firm either indefinitely or for such period of time as may be determined by the Procuring Agency.

- 35.3 will declare a firm ineligible, either indefinitely or for a stated period of time, for the award of a Contract if it, at any time, determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing a Contract.

B: General Conditions of Contract (GCC)

The Scope of the Contract shall be the *Procurement of items mentioned in the NIT attached with this bid document*, in accordance with the Specifications and Bill of Quantity enclosed in this *tender document*.

1. DEFINITIONS

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 Bidder, 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 Bidder under the Contract for the full and proper performance of its Contractual obligations.
- (c) **"Goods"** means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Procuring Agency under the Contract.
- (d) **"Services"** means the services required to the supply of the goods, such as mention in the bill of quantities.
- (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 the Shaheed Benazir Bhutto University, Shaheed Benazirabad.
- (h) **The Vice Chancellor** shall mean the Vice Chancellor of the (SBBU-SBA) Shaheed Benazirabad Sindh, including his successor in office and assignees, empowered to act in all matters pertaining to the University either directly or through the Procurement Committee SBBU-SBA.
- (i) **"The Bidder/Vendor/Supplier"** means the individual or firm supplying the goods under this Contract.
- (j) The **"Specifications"** shall mean the specifications mentioned in the bill of quantities as well as the samples and patterns (if any).
- (k) **"Day"** means official working day excluding national / official holiday.
- (l) **"Month"** shall mean the Calendar month.
- (m) Writing shall include any manuscript, type-written, printed or other statement reproduced in any visible form and whether under seal or under hand.

2. APPLICATION

2.1 These General Conditions shall apply to the extent that they are not inconsistent with provisions of other parts of the Contract.

3. SPECIFICATION / 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. USE OF CONTRACT DOCUMENTS AND INFORMATION

- 4.1 The Bidder shall not without the Procuring Agency's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern; sample, or information furnished by or on behalf of the Procuring Agency in connection therewith, to any person other than a person employed by the Bidder in the performance of the Contract. Disclosure to such employed person shall be made in confidence and shall extend only, as far as may be necessary, to such performance and not further or otherwise.
- 4.2 The Supplier shall not, without the Procuring agency's prior written consent, make use of any document or information except for purposes of performing the Contract.
- 4.3 Any document, other than the Contract itself, shall remain the property of the Procuring Agency and shall be returned (all copies) on completion of the Bidder's performance under the Contract.
- 4.4 The Bidder shall permit the Procuring Agency to inspect the Bidder's accounts and records relating to the performance of the Supplies.

5. PATENT RIGHTS

5.1 The Bidder 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 in the country.

6. ENSURING STORAGE ARRANGEMENTS

6.1 To ensure storage arrangements for the intended supplies, the Bidder shall inform the Procuring Agency at least two weeks prior to the arrival of the consignments at its store/warehouse. However, in case no space is available at its store/warehouse at the time of supply, the Procuring Agency shall, seven days prior to such a situation, inform the Bidder, in writing, of the possible time-frame of availability of space by which the supplies could be made. In case the Bidder abides by the given time frame, he will not be penalized for delay.

7. INSPECTIONS AND TESTS

7.1 The Procuring agency or its representative(s) 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. SCC and the Technical Specifications shall specify what inspections and tests the Procuring agency requires and where they are to be conducted. The Procuring agency shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained

for these purposes.

- 7.2 The inspections and tests may be conducted on the premises of the Supplier, at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring agency
- 7.3 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.
- 7.4 The Procuring agency's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in the Procuring agency's country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Procuring agency or its representative prior to the Goods' shipment from the country of origin.
- 7.5 Nothing in GCC Clause 7 shall in any way release the Supplier from any warranty or other obligations under this Contract.

8. DELIVERY AND DOCUMENTS

- 8.1 The Bidder shall in accordance with the terms specified in the Schedule of Requirements make delivery/complete the work/goods. Details of documents to be furnished by the Bidder are specified in SCC.

9. INSURANCE

- 9.1 The work/goods supplied or complete under the Contract shall be delivered to the Procuring Agency after the payment of all taxes and customs duty charges etc. Risk will be transferred to the Procuring Agency only after the delivery/completion of these goods/work has been made to the Procuring Agency. Hence, payment of insurance premium, if any, shall be the responsibility of the Bidder.

10. TRANSPORTATION

- 10.1 The Bidder shall arrange such transportation of the goods as is required to prevent them from damage or deterioration during transit to their final destination as indicated in the Schedule of Requirements.
- 10.2 The goods/works shall be completed/supplied at the consignees end (Central Store, Shaheed Benazir Bhutto University, Shaheed Benazirabad) as per Schedule of Requirements on the risk and cost of the Bidder. Transportation including loading/unloading of goods shall be the responsibility of Bidder.

11. INCIDENTAL SERVICES

- 11.1 The Bidder will be required to provide to the Procuring Agency incidental services the cost of which should be included in the total bid price.

12. WARRANTY / GUARANTEE

- 12.1 The term period of warranty / guarantee means the period of twelve (12) months or in accordance with extended warranty period from the date on which the Stores have been put into operation and demonstrated to the University staff. In any case this period shall not exceed six months beyond the warranty expiration period from the date of taking-over of goods.
- 12.2 During the period of warranty / guarantee, the Contractor shall remedy, at his / her expense, all defects in design, materials, and workmanship that may develop or are revealed under normal use of the goods upon receiving written notice from the University; the notice shall indicate in what respect the goods are faulty.
- 12.3 The provisions of this Clause include all the expenses that the Contractor may have to incur for delivery and installation / fixation of such replacement parts, material and equipment as are needed for satisfactory operation of the goods at the Procuring agency's premises.
- 12.4 The Procuring Agency shall promptly notify the Bidder in writing of any claims arising out of this warranty.

13. PAYMENT

- 13.1 The method and conditions of payment to be made to the Bidder under this Contract are specified in SCC.

14. ASSIGNMENT

- 14.1 The Bidder shall not assign, in whole or in part, its obligations to perform to another party under this Contract, except with the Procuring Agency's prior written consent.

15. DELAYS IN THE BIDDER'S PERFORMANCE

- 15.1 Delivery of the goods shall be made by the Bidder in accordance with the time schedule prescribed by the Procuring Agency in the Schedule of Requirements / Contract Agreement.
- 15.2 If at any time in the course of performance of the Contract, the Bidder encounters anything impeding timely delivery of the goods, he shall promptly notify the Procuring Agency in writing of the causes of delay and its likely duration. As soon as practicable, after receipt of the Bidder's notice, the Procuring Agency shall evaluate the situation and may, depending on merits of the situation, extend the Bidder's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the Parties by a supplementary Contract to be treated as an addendum to the original contract.
- 15.3 Any undue delay by the Bidder in the performance of its delivery obligations shall render it liable to the imposition of liquidated damages.

16. PENALTIES LIQUIDATED DAMAGES

- 16.1 If the Supplier fails to deliver/complete any or all of the works/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/work 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.

17. TERMINATION FOR DEFAULT

- 17.1 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:
- 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; or
 - if the Supplier fails to perform any other obligation(s) under the Contract.
 - 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.
- 17.2 In the event the Procuring agency terminates the Contract in whole or in part, 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.

18. FORCE MAJEURE

- 18.1 Notwithstanding the provisions of GCC Clauses 15, 16, and 17, 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.
- 18.2 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.
- 18.3 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.

19. TERMINATION FOR INSOLVENCY

- 19.1 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.

20. TERMINATION FOR CONVENIENCE

- 20.1 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.
- 20.2 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:
- to have any portion completed and delivered at the Contract terms and prices; and/or
 - 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.

21. RESOLUTION OF DISPUTES

- 21.1 The Procuring agency and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 21.2 If, after thirty (30) days from the commencement of such informal negotiations, the Procuring agency and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed manner and/or arbitration.

22. GOVERNING LANGUAGE

22.1 The Contract shall be written in the language specified in SCC. Subject to GCC Clause 23, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

23. APPLICABLE LAW

23.1 The Contract shall be interpreted in accordance with the laws of the Procuring agency's country (Islamic Republic of Pakistan), unless otherwise specified in SCC.

24. NOTICES

24.1 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.

24.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

25. TAXES AND DUTIES

25.1 Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring agency in case of Delivered Duty Paid (DDP) basis.

C: SPECIAL CONDITIONS OF CONTRACT (SCC)

1. **DEFINITIONS (GCC CLAUSE 1)**

GCC 1.1 (g) The Procuring Agency is “Shaheed Benazir Bhutto University Shaheed Benazirabad”.

GCC 1.1 (h) The Bidder is: _____
(name and address of the successful bidder)

2. **BID SECURITY (ITB CLAUSE 13)**

ITB 13.1 The Bidder shall furnish, as part of its financial proposal/bid, refundable Bid Security in Pak Rupees (at the rate given in Bid Data Sheet) in the shape of Pay Order & in the name of the “Vice Chancellor, Peoples University of Medical & Health Sciences”. The financial bid found deficient of the Bid Security will be rejected. No personal cheque in lieu thereof will be acceptable at any cost. The previous Bid Security, if any, will not be considered or carried forward. However, the Bid Security of the successful Bidder will be returned upon submission of required Performance Security of the Contract amount (at the rate given in Bid Data Sheet) in the shape of Pay Order & in the name of the “Vice Chancellor, Peoples University of Medical & Health Sciences”. That will remain with the Peoples University till satisfactory completion of the Contract period. After delivery and acceptance of the Goods, the performance security shall be reduced to five (5) percent of the Contract Price to cover the Supplier’s warranty obligations.

3. **TECHNICAL SPECIFICATIONS / STANDARDS (GCC CLAUSE 3)**

GCC 3.1 The technical specifications of the goods provided in these bidding document are only for widest possible competition and not for favor any single contractor or supplier nor put others at a disadvantage. However, the brand name, catalogue No. / Name etc., if any, has only been used for the reference purpose. Goods offered “ATLEAST EQUIVALENT OR HAVING BETTER TECHNICAL SPECIFICATIONS” shall also be considered.

4. **INSPECTIONS AND TESTS (GCC CLAUSE 7)**

GCC 7.1, 7.2, 7.3 The goods received in the Central Store of Peoples University of Medical & Health Sciences, Nawabshah, SBA from the Bidder will be thoroughly inspected and examine by a Committee to make sure that the goods received conform to the specifications laid down in the bid documents and which have been approved by the Procurement Committee for procurement. The Committee will submit its inspection report, any deficiency pointed out by the Committee shall have to be rectified by the Bidder free of cost.

7.4 & 7.5

5. **DELIVERY AND DOCUMENTS (GCC CLAUSE 8)**

GCC Clause 8.1 The Bidder shall provide the following documents at the time of delivery of goods to the Central Store of the Peoples University of Medical & Health Sciences for verification duly completed in all respects:

- i. Original copies of Delivery Note (Delivery Challan) (in duplicate) showing item's description, make, model, quantity as well as Lot Number, Batch Number, Registration Number, manufacturing and expiry dates (if applicable).
- ii. Original copies of the Bidder's invoices (in duplicate) showing warranty, item's description, make, model as well as Lot Number, Batch Number, Registration Number, manufacturing and expiry dates (if applicable) per unit cost, and total amount.
- iii. Original copies of the Sales Tax Invoices (where applicable) in duplicate showing item's description, quantity, per unit cost (with GST) and total amount (with GST).
- iv. Manufacturer’s or Bidder’s warranty certificate (Where Applicable).
- v. Inspection certificate issued by the nominated inspection committee along with Bidder’s factory inspection report.
- vi. Certificate of origin.

6. **INSURANCE (GCC CLAUSE 9)**

GCC 9.1 The goods supplied under the Contract shall be on DDP basis at consignee’s end under which risk will be transferred to the Procuring Agency only after it has taken delivery of the goods. Hence insurance coverage is Bidder's responsibility.

7. WARRANTY / GUARANTEE (GCC CLAUSE 12)

GCC 12.1 The goods shall be accompanied by manufacturer standard warranty / guarantee or 1 year or extended warranty, whichever is more.

GCC 12.2 The Procuring Agency shall promptly notify the Bidder in writing of any claims arising out of this warranty.

8. PAYMENT (GCC CLAUSE 13)

GCC 13.1 The method and conditions of payment to be made to the Bidder under this Contract shall be as follows:

- (a) Payment shall be made in Pak Rupees.
- (b) The payment will be made to the Bidder within 60 days of the receipt of original delivery challan(s) and invoice(s) in duplicate duly completed in all respect and signed and stamped by the Chairman of the Inspection Committee. The Inspection Committee will prepare and submit a report of physical inspection with a certificate to the effect that the goods conform to the specifications laid down in the bidding documents.

9. ***PENALTIES/ LIQUIDATED DAMAGES (GCC CLAUSE 16)***

GCC 16.1 In case deliveries are not completed within the time frame specified in the schedule of requirements / contract, a Show Cause Notice will be served on the Bidder which will be following by cancellation of the Contract to the extent of non-delivered portion of installments. No supplies will be accepted and the amount of Performance Guarantee / Security to the extent of non- delivered portion of supplies of relevant installments will be forfeited. If the firm fails to supply the whole installments, the entire amount of Performance Guarantee/Security will be forfeited to the Government Account and the firm will be blacklisted at least for five years for future participation in bids:

The liquidated damage shall be 0.5 % per week or part thereof. The maximum amount of liquidated damages shall be 10% of the amount of contract. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the Procuring Agency shall rescind the contract, without prejudice to other courses of action and remedies open to it.

10. RESOLUTION OF DISPUTES (GCC CLAUSE 21)

GCC 21.2 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 SPP Rules, 2010.

11. **GOVERNING LANGUAGE (GCC CLAUSE 22)**

GCC 22.1 The language of this Contract shall be ENGLISH.

12. APPLICABLE LAWS (GCC CLAUSE 23)

GCC 23.1 The Contract shall be governed by the Laws of Pakistan and the Courts of Hyderabad or Karachi - Pakistan shall have exclusive jurisdiction.

13. *NOTICES (GCC CLAUSE 24)*

PROCURING AGENCY'S address for notice purposes:

DEPUTY DIRECTOR PURCHASE.

Shaheed Benazir Bhutto University, landhi stop sakrand
road Nawabshah.

Phone No: + 92-244-937025

Email: dp@sbbusba.edu.pk

BIDDER'S ADDRESS for notice purposes:

Name of Bidder:

Name of Contact Person & Designation:

Phone No:

Fax No.

Mobile Phone No:

Email Address

14. **TAXES AND DUTIES (GCC CLAUSE 25)**

GCC 25.1 Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring Agency in case of Delivered Duty paid (DDP) basis.

D-SCHEDULE OF REQUIREMENTS

The delivery schedule hereafter expressed the date of delivery required.

S#	Description of Goods	QTY	Required Delivery Schedule	Location
01.	As per the details of items attached in Technical Specifications		Supply or Delivery or completion within stipulated time or earlier from the date of Contact Award	Supply to Shaheed Benazir Bhutto University, Shaheed Benazirabad landhi stop sakrand road Nawabshah

Company Letter Head
TECHNICAL PROPOSAL SUBMISSION FORM

[Location,
Date]

To (Name and address of Client / SBBU-SBA)

Dear Sir,

We, the undersigned, offer to provide the _____ **(insert title of assignment)** in accordance with your NIT / Tender Document No. _____ **(insert number)** dated **(insert date)** and our Proposal. We are hereby submitting our Proposal, which includes the Technical and Financial Bids sealed in one envelope.

Having examined the bidding documents including Addenda / Corrigendum Nos. **insert numbers & Date of individual Addendum / Corrigendum**, the receipt of which is hereby acknowledged, we, offer to supply / deliver the SERVICES / GOODS under the above-named Contract in full conformity with this bidding document. The rates/unit prices described in the price schedule or such other sums as may be determined in accordance with the terms and conditions of the Contract. The amounts are in accordance with the Price Schedules attached herewith and are made part of this bid. We undertake, we have no reservation to this Bid Document.

We undertake, if our bid is accepted, to deliver / supply the Services / Goods in accordance with the delivery schedule specified in the schedule of requirements. We undertake to provide a performance security in the form, of current amounts, and within the times specified in the bid document. We agree to abide by the Bid Validity Period specified in the Bid Document and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period. Until the formal final Contract is prepared and executed, this bid, together with your written acceptance of the bid 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, not to give any reason for rejection of any bid and that you will not defray any expenses incurred by us in bidding. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in Pakistan. We confirm that we comply with the eligibility requirements of the bidding documents.

We understand you are not bound to accept any Proposal you receive.

Authorized Signature:

Name and Title of Authorized Signatory:

Name of Bidder:

Stamp / Seal:

Company Letter Head
FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To (Name and address of Client / Competent Authority (SBBU-SBAW))

Dear Sir,

We, the undersigned, offer to provide the **(Insert title of assignment)** in accordance with your NIT / Tender Document No. **(insert number)** dated **(insert date)** and our Technical Proposal. Our attached Financial Proposal is for the sum of **(insert amount in words and figures)**. This amount is inclusive of all taxes, duties etc. Our Financial Proposal shall be binding upon us up to expiration of the validity period of the Proposal.

No commissions or gratuities have been or are to be paid by us to agents relating to this Bid / Proposal and Contract execution.

We also declare that any Government organization (Federal / Provincial / Local) has not declared us or any Sub- Contractors for any part of the Contract, ineligible on charges of engaging in corrupt, fraudulent, collusive, or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and are aware of the relevant provisions of the Proposal Document.

We understand you are not bound to accept any Proposal you receive.

Authorized Signature:

Name and Title of Authorized Signatory:

Name of Bidder:

Stamp / Seal:

FORM-03

BID FORM

To:

The Director Procurement of
Shaheed Benazir Bhutto University,
Shaheed Benazirabad.

Dear Sir,

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver the goods specified in the said Bidding Documents for the sum of **[Total Bid Amount Rs. _____]**, **[Bid Amount in words _____ only]** or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this bid.

2. The free of cost / donation / discounts offered and the methodology for their application are: _____

3. We undertake, if our bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.
4. If our bid is accepted, we shall Performance Security _____ of the Contract Price for the due performance of the Contract, in the form prescribed by the Procuring Agency.
5. We agree to the validity of this bid for 90 days from the date fixed for financial bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. Until a formal Contract is prepared and executed, this bid, together with the written acceptance thereof and notification of award, by the Procuring Agency, shall constitute a binding Contract between us.
7. We understand that you are not bound to accept the lowest or any bid you may receive.

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the Bid for and on behalf of _____

Date _____

TENDER PURCHASE RECEIPT
(On Bidder's / Company / firm's Letterhead)

Tender Invitation to Bid Number_____

Procurement of _____

This is to certify that this tender document is issued to below mentioned bidder. The bidder has submitted the tender application along with tender fees (non-refundable) and photocopies of NTN, GST & SRB (where applicable) certificate. The details are as under:

Registered Name _____

NTN Number _____

GST Number (For Goods) _____

SST Number (For Services) _____

Demand Draft / Challan # _____, **Dated:** _____

Rs. _____, **Bank** _____

Representative of the Firm _____

Contact Number Mobile: _____

Contact Number PTCL: _____

Email Address: _____

Postal Address: _____

Authorized Signature

Name of the signatory _____

Bidder _____

Company Stamp / Seal:

INTEGRITY PACT
(AFFIDAVIT) On Stamp Paper Rs.100
SHOULD BE SUBMITTED AFTER RECEIPT OF AWARD LETTER

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

Contract Number: _____ 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 Procuring Agency (PA), except that which has been expressly declared pursuant hereto.

[Name of Supplier/Contractor/Consultant] 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 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 right 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]

CONTRACT FORM
(AFFIDAVIT) On Stamp Paper Rs.100
SHOULD BE SUBMITTED AFTER RECEIPT OF AWARD LETTER

THIS AGREEMENT made the _____ day of _____ 20 _____ between **[name of Procuring Agency]** (hereinafter called “the Procuring Agency”) of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called “the Supplier” of the other part:

WHEREAS the Procuring agency invited bids for certain goods and ancillary services, viz., *[brief description of goods and services]* and has accepted a bid by the Supplier for the supply of those goods and services in the sum of *[contract price in words and figures]* (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - a) the Bid Form and the Price Schedule submitted by the Bidder;
 - b) the Schedule of Requirements;
 - c) the Technical Specifications;
 - d) the General Conditions of Contract;
 - e) the Special Conditions of Contract; and
 - f) the Procuring agency’s Notification of Award.
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. The Procuring agency hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by_____ the_(for the Procuring agency)

Signed, sealed, delivered by_____ the_(for the Supplier)

UNDERTAKING
ON STAMP PAPER (PKR 100/-)

Date:

Tender Invitation to Bid Number_____

Procurement of _____

A-UNDERTAKING

1. During the tender process, if the procuring agency found that the bidder is blacklisted by any procuring agency of Pakistan or found in-active / invalid by at FBR website, the submitted bid shall be disqualified.
2. Bidder has submitted the correct and complete information along with the bid/offer. If any document / information is found forged / engineered / fake / bogus at any stage, the bidder may be declared as Blacklisted in accordance with law and the performance guarantee and payment (if any) shall be forfeited.

B-REQUIRED EXPERIENCE & TURN OVER

3. The Bidder has required experience in the relevant field since last three Years.
4. The Bidder has the required Average Annual Turnover for last three years.

C-SUPPLY OF ITEMS :

5. The Bidder has quoted the items as per required specification.
6. The Bidder shall supply the items as per required make, model and quality.
7. The items shall be delivered as per specs, quality and within due time as mentioned in purchase order.

D-SPECIAL CONDITION:

8. The Bid Validity Period is 90 Days and can be extendable as per SPPRA Rule # 38- 06 & 07.
9. The bidder has submitted the complete tender proposal with accurate data and material. If the Procuring Agency found at any stage a document or piece of information is forged, faked, or bogus, the Procuring Agency has the right to take necessary action as per SPPRA Rules.
10. Our firm carefully gone through the Terms & Conditions as mentioned in the bid document. The bidder has agreed all the terms & condition given in the bid document.

Authorized Signature

*Name of the signatory*_____

*Bidder*_____

Company Stamp / Seal:

ANNEXURE – B**PAST EXPERIENCE**

S. #	Name of Procuring Agency	Details of Department		Attach Purchase Order Copy (Mandatory)	Attach Evidence Copy for Supply or Job Completion (Mandatory)
		Contact Number	Email		
01					
02					
03					
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Note: Must fill **Annexure-B** and attach documentary evidence in the shape of Purchase Order or Contract Agreement or Satisfactory Performance Certificate, showing the relevant details.

NOTE :

ADD ROWS AND COLUMNS AS PER REQUIRED YEARS MENTIONED IN EVALUATION CRITERIA

Authorized Signature

*Name of the signatory*_____

*Bidder*_____

Company Stamp / Seal:

DECLARATION OF ANNUAL TURNOVER AND INCOME TAX RETURN
(On Bidder's / Company / firm's Letterhead)

To: Director Procurement

NIT Ref: SBBU-SBA/DP/
 for Tender “_____”.

Dated,
 ”.

Dear Sir, out firm hereby declare that the Average Turnover is as follow:

Year	Annual Turnover for the last 3 years Year (PKR)
Year 2023	
Year 2024	
Year 2025	
TOTAL	
Average Turn-over in 3 years	

Financial Information in PKR	Year 2023	Year 2024	Year 2025
Total Assets (TA)			
Total Liabilities (TL)			
Current Assets (CA)			
Current Liabilities (CL)			
Total / Gross Revenue (TR)			
Profits Before Taxes (PBT)			
Net Profit			
Current Ratio			

Supporting Document	Yes / No
Income Tax Returns	Year 2023
	Year 2024
	Year 2025
Audit Reports	Year 2021-23
	Year 2022-24
	Year 2023-25

NOTE :

**ADD ROWS AND COLUMNS AS PER REQUIRED YEARS
 MENTIONED IN EVALUATION CRITERIA**

Authorized Signature

*Name of the signatory*_____

*Bidder*_____

Company Stamp / Seal:

ANNEXURE –D

MANUFACTURER’S AUTHORIZATION FORM

To:

The Director Procurement,
Shaheed Benazir Bhutto University
Shaheed Benazirabad

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 negotiate and 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 of the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Bids.

We hereby undertake that we will provide the complete after sale services support in case of agency transfer or withdrawn from the bidder and will inform timely of any transition.

Our representative may be reached in need of support,

Name:

Designation:

Email Address:

[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.

ANNEXURE – E

COMPLIANCE SHEET FOR TECHNICAL EVALUATION

(On Bidder's / Company / firm's Letterhead)

Name of the Item: _____

Sr. #	Tender Specification	Offered Specification	Compliance Yes / No

Note: Supporting documents must be provided

Authorized Signature

Name of the signatory _____

Bidder _____

Company Stamp / Seal:

NOTE :

**ADD ROWS AND COLUMNS AS PER REQUIRED YEARS
MENTIONED IN EVALUATION CRITERIA**

PRICE SCHEDULE IN PAK RUPEES
DELIVERED DUTY PAID (DDP BASIS)
 (On Bidder's / Company / firm's Letterhead)

FOR GOODS OFFERED WITHIN THE PROCURING AGENCY'S COUNTRY

Tender: _____

ITB to Bidder _____

Sr.	Item Name	Model / Cat No.	Name of Manufacturer	Country of Origin	Quantity	Unit	Rate	Total Price
1	2	2	4	5	6	7	8	9
Total Amount in Pak Rs. on DDP Basis								

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the Bid for and on behalf of _____

Date _____

Authorized Signature

Name of the signatory _____

Bidder _____

Company Stamp / Seal:

NOTE :

**ADD ROWS AND COLUMNS AS PER REQUIRED YEARS
MENTIONED IN EVALUATION CRITERIA**

**SHAHEED BENAZIR BHUTTO UNIVERSITY, SHAHEED
BENAZIRABAD**

No. SBBU-SBA/DP/10

Dated: 30-07-2026

E-INVITATION TO BIDDERS

The Sealed bids are invited from the eligible bidders, for below mentioned tenders:

Sr.	Tender Description	Award Criteria (Most Advantageous Bid)	Bid Procedure
01	Supplying & filling of sand near Academic Block-3	Lowest Item Rate Basis	Single Stage Two Envelop
Bid Document Issuance	Documents will be issued from the first day of advertisement in Websites / Newspapers up to 18-08-2026 as per SPPRA Rules.		
Tender Fees & Application	The bidder shall pay tender fees Rs. 5,000 per tender (Non-Refundable) via cash deposit in in the shape of Pay Order in the favor of Security deposit SBBU-SBA . The bidder must send the application along with tender fees and other documents as mentioned in bid document to the office of Director Procurement, SBBU-SBA. So that, in case of any modification / amendment in the bid document, must be communicated as per SPPRA Rules.		
Contact details:	PTCL : 0244-937025 and email address : dp@sbbusba.edu.pk		
Bids Submission / Closing Time	SPPRA-EPADS (Date & time): 18-08-2026 at 11:00 (AM) the Bids received after due date and time will un-accepted. The Bidder shall submit e-bid as per SPPRA Rule 24-2.		
Bid Opening	(Date & time): 18-08-2026 at 11:30 (AM) @ EPADS		
Bid Security	5% in the shape of Demand Draft in the favor of Security Deposit SBBU-SBA		
Bid Document Issued, Submission & Opening Place	Issued: Procurement Cell (i.e. office of the Director Procurement), SBBU-SBA. Opening: Syndicate hall/office of Director Procurement, SBBU-SBA.		
Eligibility	(i) Valid registration in NTN, GST & SRB (Where applicable). (ii) Experience: Minimum three years of experience in the relevant field. (iii) Turnover: as mentioned in Bid Document (Bidder's Qualification Criteria).		

Note: Bidder should submit bids through EPADS only and manual bids shall be un-accepted. Bidders are required to register themselves at the link <https://sindh.eprocure.gov.pk/#/supplier/registration> for e-bid submission.

**Director Procurement,
SBBU-SBA**

**SHAHEED BENAZIR BHUTTO UNIVERSITY SHAHEED
BENAZIRABAD**

F-BID DATA SHEET

Procuring Agency		Shaheed Benazir Bhutto University, Shaheed Benazirabad.
Tender Description		Supply & Filling of sand/silt near Academic Block-3
Bid Procedure:		Single Stage – Two Envelope
Bidder’s (Who can Apply)	1	The bidder shall be a Pakistani entity.
	2	The bidder must have valid NTN, GST & SRB registration (Where applicable),
	3	The bidder must not be BLACK LISTED from any Procuring Agency in Pakistan.
	4	The bidder should have at-least 03 years of experience in the relevant field.
	5	The bidder should have required annual turnover as mentioned in eligibility criteria.
	6	The bidder must comply with required specifications mentioned in bill of quantities.
	7	The Conditional bid will be disqualified.
	8	The Bidder shall submit e-bid as per SPPRA Rule 24-2.
Bid Document can be purchased From:		Office of the Director Procurement, Shaheed Benazir Bhutto University. Shaheed Benazirabad PTCL # 0244-937025. Email: directorprocurement@sbbusba.edu.pk
Language:		English
Bid Currency:		Bid shall be in PKR.
Quoted Prices.		The bidder shall quote price inclusive of FOB, FOR and all applicable taxes.
Bid Security:		5% of quoted bid ; Only Demand Draft in the favor of “ Security Deposit SBBU-SBA ” will be accepted.
Bid Validity:		The bid shall be valid for 90 days
Performance Security		5% of Contract Award Amount (as mentioned in Acceptance Letter). Only Demand Draft in the favor of “ Security Deposit SBBU-SBA ” will be accepted.
Award Criteria		Most Advantageous Bid (Cost Selection Method)
Purchase Date:		Bid Document will be issued from 1 st day of publication in websites (EPADS & SBBU-SBA) or newspapers up to 18-08-2026 .
Bid Submission / Closing Time		(Date & time): 18-08-2025 at 11:00 (AM) , Bids received after due date and time will be un-accepted.
Bid Opening		(Date & time): 18-08-2026 at 11:30 (AM) .
Bid Opening Place		Syndicate hall/off ice of the Director Procurement, SBBU-SBA
Delivery Period		Within 03 months at SBBU-SBA (after the issuance of Procurement Order)
Warranty Period		It will start after the satisfactory completion of work, and issuance of Satisfactory Certificate from the End User (Head of Department).
Inspection:		The work will be verified by the Committee as per specification mentioned in BoQ & P.O.
Bid Evaluation:		The bids will be evaluated as per Evaluation Criteria given in this Bid Document.
		The work scope can be enhanced / decreased at any time as per SPPRA Rules.
		The Procuring Agency reserves the right to reject any or all the bids subject to the relevant Provisions of SPPRA Rules 25 (1).
Liquidated Damages		In case of late completion/delivery @ 0.1% per day of contract amount will be deducted from the bill, which should not more than 10% of contract value.
Note: In case of any unforeseen situation or official / government holiday resulting in closure of office on the date of opening, bids shall be submitted / opened on next working day at the given time.		

Director Procurement,
SBBU-SBA

G-BIDDER'S QUALIFICATION CRITERIA(Mandatory Documents)

The bidder is required to the following mandatory information.

Sr. #	Description	Attached at Page #
A	BIDDER'S QUALIFICATION CRITERIA	
1	The bidder shall Submit Original tender fees challan / Tender Fees Demand Draft.	
2	The bidder shall Submit Original Bid Security Demand Draft	
3	The Bidder shall submit Signed & Stamped on Complete Bid Document along with attachments	
4	Attach Registrations Certificates of FBR (NTN & GST).	
5	Bidder must have active status on websites of SBR, FBR (NTN & GST)	
6	Bidder must not be available on the list of blacklisted of F-PPRA, S-PPRA, P-PPRA, KPK-PPRA, B-PPRA	
7	Submit Original UNDERTAKING on Stamp Paper of PKR-100 as per matter given in Annexure-A given at page # 24.	
8	Past Experience / Performance (Attach Annexure-B given at page # 25 along with supporting documents) Bidders should have experience for completing projects in relevant filed to any Public or Private Sector Organization. Must fill Annexure-B and attach documentary evidence in the shape of Purchase Order, Contract Agreement and Satisfactory Performance Certificate, showing the relevant details.	
9	Average Annual Turn Over of last three (03) financial years must be Rs. 10 Million. (Attach Annexure-C given at page # 26 along with supporting documents)	
10	Attach Income Tax Returns for the last 3 years as supporting documents for the verification of the turnover.	
11	Attach Audited financial statements (issued by a firm with Audit firm listed in the Websites of ICAP's or State Bank) describing the total monetary value of services performed for each of the last 3 years in business may be provided.	

NOTE:

- **Contents of Bidders Technical Proposal:** Index Table with page Numbers, attach documents as per requirement. Bid shall be computerized or typographical format shall be entertained, but the hand written bids shall be disqualified.
- To qualify for next stage, the bidder must fulfill all requirements as given at eligibility criteria table, else the bid shall be disqualified.
- The bidder must fill and submit all the appendix given in bid document, along with supporting documents.
- The bidders shall set his profile according to sequential order of criteria and tag them.
- The Procuring Agency reserves the right to visit the site for the physical verification and human resources etc.

Bidder

Signature with stamp

Director Procurement,

SBBU-SBA

Technical Bids Evaluation:

- (a) Conditional Bids / Telegraphic Bids / Bids not accompanied by Bid Security proof / bids received after specific date and time / bids of Black Listed firms shall be treated as rejected / non-responsive.
- (b) The merit point system for evaluation factors / criteria will be applied for technical proposals.
- (c) Bidders achieving minimum 70% marks will be considered only for further process besides compliance of all mandatory clauses. To acquire marks for each parameter the documentary evidence must be attached.

Financial Bid Evaluation:

- a. Technically qualified bidder(s) shall be eligible for the opening of Financial Bid(s). The Financial bids shall be opened in the presence of the Bidders at the scheduled date, time and venue communicated in advance.
- b. Bids not accompanied by the Bid Security shall be rejected.
- c. Procuring Agency shall not be responsible for any erroneous calculation of taxes and all differences arising out shall be fully borne by the Bidder.

E-EVALUATION CRITERIA

The bidder is required to submit the following mandatory information. The bidder shall ensure and check the attachment before submission of proposal.

Sr.	PARAMETERS	Marks
1	YEAR OF ESTABLISHMENT <i>(Substantial documentary evidence must be provided)</i>	Max. 10
A	Two Mark per year after registration with FBR	10 Marks
2	PRIOR EXPERIENCE IN THE GENERAL FIELD	Max. 15
A	Purchase Order / Contract Award valuing Rs. 10.000 million or above. (3 marks for each PO / Contract Award – Maximum 15 Marks). Attach Documentary evidence in shape of Purchase Order / Contract Award Highlighting the amount and period of project.	15 Marks
3	PRIOR EXPERIENCE IN THE RELEVANT FIELD: Must fill Annexure-B and attach documentary evidence in the shape of Work/Purchase Order, Contract Agreement and Satisfactory Performance Certificate, showing the relevant details.	Max. 25
a	Purchase Order / Contract Award valuing Rs. 15.000 million or above. (5 marks for each PO / Contract Award – Maximum 30 Marks). Attach Documentary evidence in shape of Purchase Order / Contract Award Highlighting the amount and period of project.	25 Marks
4	AVERAGE ANNUAL TURNOVER FOR LAST THREE YEARS (Attach Annexure-C given at page # 25 along with supporting documents)	Max. 20
a	PKR10 million or Above	20 Marks
b	PKR 8 million or Above	15 Marks
c	PKR 5 million or Above	10 Marks
5	Audit Reports	Max. 15
a	For Last three Years	15 Marks
b	For Last two Years	10 Marks
c	For Last one Year	05 Marks
6	Income Tax Return	Max. 15
a	For Last three Years	15 Marks
b	For Last two Years	10 Marks
c	For Last one Year	05 Marks
	TOTAL MARKS	100 Marks

Note:

To qualify for financial evaluation, the bidders must secure 70% marks in Technical Evaluation.
Final selection shall be recommended on the least quoted bid after technical qualification.

Bidder
Signature with stamp

Director Procurement,
SBBU-SBA

**SHAHEED BENAZIR BHUTTO UNIVERSITY SHAHEED
BENAZIRABAD
BILL OF QUANTITIES (B.O.Q.)**

S.No	Description	Qty	Rate	Amount
1.	Suppling and filling of sand/silt in dressed areas near Academic Block-3	380 Dumpers		
		Total Amount Rs.		

Note; - Rate must be inclusive of all taxes & charges.

Signature of Bidder with Stamp

Procurement Committee
SBBU-SBA.

TERMS & CONDITIONS

1. The bidder should submit all the relevant and required documents; else the bid will be considered incomplete and will be disqualified. The submitted documents will be assumed as final and last.
2. The SBBU-SBA reserves the right to accept or reject any or all the bids or Increase/ Decrease the Quantities of items or as per SPPRA Rules.
3. The rates should be inclusive of FOB and GST, Income Tax & any other government duty.
4. The Bidder has to supply required items of good quality at of SBBU-SBA. The refurbish, less quality or refurbish items will be un-accepted.
5. The substandard or below the mark manufactured material or components shall not be used otherwise on the day of inspection or afterward Procuring Agency may cancel the Work/Purchase Order and cease the performance security.
6. Rejected consignment shall be returned back to dealers / suppliers at their own cost.
7. There shall be inspection in presence of representative(s) of the Bidder and Purchaser on arrival of items at SBBU SBA.
8. Payment will be made on availability of funds, if delayed due to any reason; no extra interest / mark-up will be accepted / paid.
9. In case of breach of contract, the damages suffered by the Procuring Agency shall be recovered to the full extent from the Contractor's Performance Security.
10. If the Bidder fails to Complete/deliver items within the time specified in the Work/Purchase Order, the penalty will be imposed as per Rules.

Bidder
Signature with stamp

Procurement Committee,
SBBU-SBA.