



**Superintending
Engineer / PD
(Works)**

**Pir Mehr Ali Shah
ARID AGRICULTURE UNIVERSITY, RAWALPINDI
DIRECTORATE OF WORKS**

P.D.(W)/16-17/17

TENDER NOTICE

Sealed tenders are invited for the works noted below on percentage rate basis from the approved contractors of Pakistan Engineering Council in the appropriate category and having registration with Pir Mehr Ali Shah Arid Agriculture University, Rawalpindi for the Year 2016-2017:

Sr.#	Name of Work	Estimated Cost (Rs.)	Tender Fee (Rs.)	Completion Time
1.	Construction of Animal Shed Phase-II at University Research Farm Koont	79,97,450/-	3989/-	3 Months

Terms & Conditions:

1. The complete set of tender's document along-with detailed bill of quantities can be obtained on payment immediately after publication tender notice from the office of undersigned on request through application on any working day during office hours. No tender will be issued on the date of opening.
2. The contractor will have to produce up to date Pakistan Engineering Council Registration certificate in original for the Year 2016-2017.
3. The earnest money of amount in shape of CDR in favor of Project Director (Works) from any scheduled bank @ of 2% of the estimated price must accompany with the bid.
4. The work will be carried out under strict observance of laid down specifications.
5. Conditional / posted / telegraphically tenders will not be accepted.
6. Any tender with correction/overwriting will be rejected.
7. Tender will be received on 16th day after publishing of tender notice in the PPRA, University Website and National Press in the office of Project Director (Works) at 11:00 A.M. and opened at 11:30 A.M on same day or on next working day in case of Holiday. The response time shall be calculated from the date of publication of the advertisement in a newspaper or on the website, whichever is later.
8. Tenders form with details of works (Bill of Quantities) shall only be issued to the contractors on production of his original NIC or to the authorized representatives of the firm, having valid power of attorney in original.

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**GENERAL DIRECTIONS FOR THE GUIDANCE OF THE
TENDERER**

1. These directions are provided to assist the tenderer in preparing and submitting his tender. The tender shall contain all information and data required to be furnished and shall be prepared and submitted in accordance with the instructions set forth herein.
2. All necessary documents such as copies of specifications (excluding standard specification books composite schedule of rates, etc.) contract documents, including bill of quantities, estimated scheduled rates and any other documents required in connection with the preparation of tender or execution of works, signed by the Engineer-in-charge will accompany the tender form and the cost of such annexed documents will be reflected in the cost of the tender form.
3. The tenderer will not be reimbursed for any costs of any kind, whatsoever, incurred in connection with the preparation and submission of his tender.
4. No single tender shall include more than one work. A tenderer or who wishes to tender for two or more works shall submit tender for each work separately.
5. The memorandum of work tendered for and the schedule of materials and equipment to be supplied by the Engineer-in-charge and the rates at which they are to be charged for (annexed hereto) shall be filled in the office of the engineer-in-charge before the tender form is issued. At this stage the tenderer should ensure that the tender form so issued is complete in all respects.
6. The tenderer shall note that the ultimate responsibility of the quality of work and its conformity with the specifications and drawings rests solely with the successful bidder whose tender is accepted.
7. The tenderer shall at his own expense, inspect and examine the site and surroundings and obtain for himself on his own responsibility, all information that may be necessary for preparing the tender and entering into contract, and shall determine and satisfy himself by such means as he may consider necessary or desirable as to all matters pertaining to the tender. The tenderer shall also satisfy himself before submitting his tender as to the nature of grounds, hydrological and climatic conditions the form and nature of the site, the nature and layout of the terrain, the availability of labour, water electric power and transportation facilities in the area the tenderer shall specially investigate into the sources of materials to be used for the works and satisfy himself about the quality and quantities of materials available for the

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S.E./ Project Director (Works)
051-9292128

completion of the work and the means of access to the site, the accommodation he may require and, in general, shall himself obtain all necessary information, as to the risks, contingencies and other circumstances which may influence or effect his tender. The engineer-in-charge shall not assume any responsibility regarding information gathered, interpretation or deduction which the tenderer may arrive at, from the data that may be furnished with the contract documents.

8. a). The tenderer shall fill up the bid schedule and indicate the percentage rate above or below the MRS of rates for the MRS item's on which he is willing to undertake each item of work. No premium will be quoted by the contractor against non-MRS/items rates for which the rate and amount has already been filled in by the Engineer-in charge in the bid schedule.

b). In case tenders are called on item rate basis, the tenderer shall quote his own unit rate in the bid schedule on which he is willing to undertake each item of work.

9. i) The tenderer shall work out the amount against each item of work in the bid schedule and will indicate the total amount of his tender (including the cost of non MRS/item rates for which the rate and amount has already been filled in by the Engineer-in-charge in the bid schedule) on which he is willing to complete the works total amount worked out in the bid schedule shall be entered by the tenderer in his tender as his tender price for the work in case of discrepancy between amount in figures and in words the amount in words shall prevail.

ii). Should any discrepancy be found in the amount of pay items or if a column of amount is found blank after filling in a unit rate, the unit rate filled by the tenderer will be extended in working out the amount of the tender and the total amount of the bid schedule will be adjusted accordingly.

iii). If unit rate is left blank, but the amount against the item is filled, the unit rate will be worked out on the basis of the amount divided by the quantity of the item shown in the bid schedule.

iv). If it is found that the tenderer has not entered any unit rate and amount against any of the pay items of bid schedule, the Engineer-in-charge shall fill in the blanks by noting the word "NIL" in such blanks at the time of opening of the tender. Such pay items shall be deemed to be covered by the rates of other items.

v). If the tenderer does not accept the adjusted/corrected amount of tender according to the above provision, his tender shall be rejected and the

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earnest money forfeited.

10. The tender which proposes any alteration in the works specified in the bid schedule or in the time allowed for carrying out the works or in any other condition mentioned by the Engineer-in-charge, will be liable to rejection. The tenderer shall sign each and every page of the tender and contract documents, without making any alteration. All enclosures issued with the contract documents, shall be attached with the tender duly signed by the tenderer. Any addition or alteration made after filling the form shall be duly attested by the tenderer. Non-compliance of this condition shall render the tender liable to rejection.

11. The tenderer shall fill in the tender documents, in ink. Errors, if any shall be scored out and corrections rewritten legibly and attested by the tenderer. Any addition or alteration made after filling the form shall be duly attested by the tenderer.

Non-compliance of this condition shall render the tender liable to rejection. Any tender with unattested correction shall be attested by the tenderer in the presence of other tenderers at the time of opening of the tender except that no correction shall be permissible in the rate or amount of the bid schedule or in the tendered price after the opening of the tender.

12. Additional clause (s) for a particular work shall be typed on separate sheets(s) by the Engineer-in-charge, which will be annexed to the contract documents, specifying the number of sheet(s). The tenderer shall not add or delete any additional clause(s) in the additional clauses sheet(s), provided by the Engineer-in-charge.

13. The quantities mentioned in the bid schedule are estimated quantities, to be used for preparing tenders, and the Engineer-in-charge does not expressly nor by implication agree that the actual amount of works to be performed will correspond therewith. No payment will be made on account of anticipated profits for works covered by the contract which is not performed, nor will any adjustment in the unit rates set forth in the bid schedule be made because of an increase or decrease in the actual quantities from the estimated quantities indicated therein, except as determined in accordance with the provision of clause 42 of the general conditions of contract.

14. No tender without earnest money shall be entertained. Earnest money, calculated @ 2% of the estimated cost of the work (rounded suitably), shall be in the form of "deposit at call receipt". The earnest money of the unsuccessful tenderers shall normally be returned by the Engineer-in-charge within a week of opening of the tenders and any case not later than thirty (30) days following the date set for opening of tenders except in cases where the tenders are to be

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accepted by the Chief Engineer, in those cases the earnest money of only the three lowest bidders will be retained and returned to the unsuccessful bidders not later than sixty (60) days of opening of the tender. In the event of the tender being accepted, a receipt for the earnest money forwarded therewith, shall there upon be given to the contractor. The earnest money of the successful tenderer on execution of the contract covering work will be adjusted towards the amount of security deposit to be retained from the first amount(s) payable to the contractor under the contract.

15. The successful tenderer will be required to enter into a contract, furnish the performance security (wherever required) and to commence the work within the times specified in the memorandum of work. Should successful tenderer refuse or fail for any reason to enter into contract, or to furnish the performance security or to commence the work within the time specified in the memorandum of work, it should constitute a just cause for the annulment of the award and in the event of such annulment, the entire earnest money shall be forfeited to the University, as compensation for such default.
16. (i). The tender shall be signed by the person(s) duly authorised to do so. In the event of a tender being submitted by a firm, it shall be signed separately by each member thereof or in the event of the absence of any partner, it shall be signed on his behalf by a person holding a power of attorney authorizing him to do so. Such power of attorney should be produced with the tender and it must disclose that the firm is duly registered under the Partnership Act, 1932 or any other law in force.

(ii). The tender submitted by a joint venture of two or more firms shall be accompanied by a document of formation of the joint venture, duly registered and authenticated by a competent court, in which shall be stated precisely, the conditions under which it shall function, its period of validity, the person(s) authorised to represent it obligate and accept it the participation of several firms forming the joint venture and any other information necessary to permit a full appraisal of its function.

(iii). A tender submitted by a corporation must bear the seal of the corporation and be attested by its secretary.

(iv). In all cases, the tender must be signed by an individual or individuals having powers to legally bind the firm joint venture, corporation or companies on whose behalf they are signing.
17. Each tenderer shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender and of the rates and prices stated in the bid schedule which rates and prices shall in so far as it is otherwise expressly provided in the contract, cover all obligation under the contract and all matters and things

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necessary for the proper completion and maintenance of the works.

18. The tenderer may modify or withdraw his tender after submission provided that the modification or notice of withdrawal is received in writing by the Engineer-in-charge prior to the prescribed deadline for submission of tenders. The tender's modification or notice of withdrawal shall be prepared, sealed marked and delivered, with the inner envelopes additionally marked 'MODIFICATION' or 'WITHDRAWAL' as appropriate. No tender may be modified subsequent to the deadline for submission of tenders. Withdrawal of a tender during the interval between the deadline for submission of tenders and the expiration of the period of tender validity i.e. sixty (60) days as specified by the tenderer in the Form of Tender may result in the forfeiture of the tender security.
19. The tenderer shall submit the original tender Documents complete in all respects and keep a copy of the tender for his own record. The original should be sealed in an inner and an outer envelope, duly marking the envelopes as 'ORIGINAL'.

The inner and outer envelopes shall (a) be addressed to "Executive Engineer" (b) and bear the following identification. Tender for (Name of Contract), (Reference Number of Tender), and the words "DO NOT OPEN BEFORE) Time and Date, set for opening)". The inner envelopes shall indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared to have been received late or is otherwise unacceptable. If the outer envelope is not sealed and marked as instructed above, the Engineer-in-charge will assume no responsibility for the misplacement or premature opening of the tender submitted. A tender opened prematurely because of improper identification will be rejected.
20. The tenderer shall indicate in the space provided in the tender his full and proper address at which notices may be legally served on him and to which all correspondence in connection with his tender and the contract is to be sent.
21. The presentation of a tender implies full acceptance on the part of the tenderer of these instructions and all other conditions set forth in the contract document.
22. Any tender received by the Executive Engineer (Engineer-in-charge) after the deadline for submission of tenders prescribed in the notice inviting Tenders will be returned unopened to the tenderer.
23. The Engineer-in-charge or his duly authorised officer (not below the rank of assistant Engineer/Sub Divisional Engineer) will open tenders in the

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presence of intending tenderers or their authorised agents, who may be present at the time. The officer opening the tender will announce the names of the tenderer, tender rates and the presence of requisite tender security.

24. Promptly after the opening of Tenders, the Engineer-in-charge will undertake a (detailed evaluation of tenders. The Engineer-in-charge will determine whether each tender is substantially, responsive to the requirements of the tender documents, and conform to all the terms, conditions, and specifications of the tender documents without material deviation of reservation. If a tender is not substantially responsive to the requirements of the tender documents, it will be rejected by the Engineer-in-charge, and may not subsequently be made responsive by the tenderer having corrected or withdrawn the non-confirming deviation or reservation.
25. Except for information to be read out by the Engineer-in-charge at the time of opening tenders in accordance with para 23 above, no information relating to the examination, clarification, evaluation and comparison of tender and recommendations concerning the award of contract shall be disclosed, to tenderer or other persons not officially concerned with such process. Any effort by a tenderer to influence the process of examination, clarification, evaluation and comparison of tenders and in decisions concerning award of contract, may result in the rejection of his tender.
26. To assist in the examination, evaluation and comparison of tenders, the Engineer-in-charge may ask tenderers individually for clarification of their tenders, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the tender shall be sought, offered or permitted except as required to conform the correction of arithmetical errors discovered by the Engineer-in-charge during the evaluation of the tender.
- 26A In case the total tendered amount is less than 5% of the approved estimated (DNIT) amount, the lowest bidder will have to deposit additional performance security from the scheduled bank ranging from 5% to 10% as under within 15 days of issuance of notice or with in expiry period of bid, which ever is earlier.

Total tendered amount below corresponding estimated cost.	Additional performance security
5%	5%
6%	6%
7%	7%
8%	8%
9%	9%
10%	10%

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27. The Engineer-in-charge shall have the right of rejecting all or any of the tenders without assigning any reason thereof. The Engineer-in-charge will not be bound to award the contract to the lowest or to any other tenderer.
28. The unit rates and prices entered in the bid schedule will be the rates at which the contractor will be paid (subject to the adjustment specified in clause 55 of the annexed conditions), and shall be deemed to include all costs of performing the work, including income tax, super tax, and/or other charges, duties and taxes of the Government, autonomous, semiautonomous and local bodies, profits and costs of accepting the general risk, liabilities and obligations set forth in or implied from the contract.
29. Prior to the expiration of the period of tender validity (60 days) prescribed in the tender from or any extension thereof that may have been granted by the tenderer, the Engineer-in-charge will notify the successful tenderer by cable and confirm in writing by registered letter that his tender has been accepted.
- This letter of acceptance shall name the sum which will be paid in consideration of the execution, completion and maintenance of works as prescribed in the contract, (hereinafter called the Contract Price). The notification of award will constitute the formation of the Contract.
30. At the time, the Engineer-in-charge notifies acceptance of the tender to the tenderer he will send the tenderer the Form of Agreement provided in the tender documents, incorporating all agreements between the parties. Within (15) days of receipt of the, Form of Agreement, the successful tenderer shall furnish the performance security (10% of the Contract Price) and sign the Contract in the presence of the Engineer-in-charge.
31. After the successful tenderer has signed the contract furnished adequate Performance Security, the Engineer-in-charge will notify to the unsuccessful tenderers that they were unsuccessful.
32. The completion period will be reckoned from the date of delivering the award or the handing over of the site to the contractor, whichever is later.
33. A copy of the contract agreement may be obtained by the contractor at his own cost.

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