



AIR UNIVERSITY

TENDER NOTICE

PROVISION OF CIVIL WORKS

AT AIR UNIVERSITY, MULTAN CAMPUS

Tender No: MUX/AUMC/Admin/01/2024

1. Air University invites sealed tenders, **based on single stage two envelopes bidding procedure**, from the reputed firms for civil works for **Construction of Sports Complex at Air University, Multan Campus (AUMC)**. Complete details are available at PPRA website.
2. Tender documents can be obtained from office of Director Campus, Air University Chak 5 Faiz Bahawalpur Road, Multan w.e.f **22 January, 2024** on any working day after depositing **Rs. 3000/- cash (non-refundable)**.
3. Bids prepared in accordance with the instructions in the bidding documents must reach the office of **Director Campus, Air University, Chak 5 Faiz Bahawalpur Road, Multan** on or before **12 February, 2024 at 1100 Hours**. Bids will be opened the same day at the abovementioned venue at **1130 Hours**.
4. Air University reserves the right to reject all bids or proposals prior to acceptance or cancel the tendering process by giving a notice in this respect in pursuance of Rule 33 of Public Procurement Rules (2004).

**Director Air University, Chak 5 faiz,
Bahawalpur Road Multan 061-4508500**

AIR UNIVERSITY

TENDER NOTICE

PROVISION OF CIVIL WORKS

AT AIR UNIVERSITY, MULTAN CAMPUS

Tender No: MUX/AUMC/Admin/01/2024

1. Air University Multan Campus invites sealed tenders, **based on single stage two envelopes bidding procedure**, from the reputed firms for following civil works at Air University, Multan Campus:-

Description/Job
Construction of Sports Complex at Air University, Multan Campus

Terms & Conditions

2. The bidders, registered with PEC under category C-5 and above, are to furnish the following documents in separate, clearly marked and sealed envelopes.

(a) **Technical Proposal**

- Company profile
- Bank statement of the firm for the last 03 year
- Photocopy of Bid Security showing bid amount as blanked
- Description and value of each similar project completed during last five years, to be attached as **Appendix "A"**
- Description and value of each similar ongoing project to be attached as **Appendix "B"**
- Affidavit that firm is not blacklisted by any Government Department/Civil Agency.
- Proof of firm's registration with Income Tax Department.

(b) **Financial Proposal**

- Priced Bill of Quantities
- CDR/Pay Order for 2% Earnest Money in favor of **Air University, Multan Campus (Project Director)**.

3. Tender documents can be obtained from office of Director Campus, Air University Chak 5 Faiz Bahawalpur Road, Multan w.e.f **22 January, 2024** on any working day after depositing Rs. **3000/-** cash (non-refundable).

4. Bids prepared in accordance with the instructions in the bidding documents must reach the office of **Director Multan Campus, Air University, Chak 5 Faiz Bahawalpur Road, Multan** on or before **12 February, 2024** at **1100 Hours**. Bids will be opened the same day at the abovementioned venue at **1130 Hours**.

5. Air University reserves the right to reject all bids or proposals prior to acceptance or cancel the tendering process by giving a notice in this respect in pursuance of Rule 33 of Public Procurement Rules (2004).

Director Multan Campus – Air University, Bahawalpur Road , Multan

Tel : 061-4508500



TENDER DOCUMENTS

FOR

CONSTRUCTION OF

SPORTS COMPLEX

AT AIR UNIVERSITY MULTAN CAMPUS

(VOLUME-1)

AIR UNIVERSITY, MULTAN CAMPUS

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INVITATION TO TENDERERS

INVITATION TO TENDERERS

Address:

1. Director Campus
Air University, Chak 5 faiz
Bahawalpur Road, Multan
Tel: 061-4508500

Date: 21 January 2024

Tender Reference No: MUX/AUMC/Admin/01/2024

1. The Employer invites sealed tenders from eligible firms.
2. A complete set of Tender Documents may be purchased by interested eligible tenderers on submission of a written application to the abovementioned office and upon payment of a non-refundable fee of Rupees **Rs. 3,000/- (Three Thousand only)**.
3. All tenders must be accompanied by a Tender Security as mentioned in the special stipulations must be delivered on abovementioned address at or before **1100** hours, on **12 February,2024**. Tenders will be opened at **1130 hours** on the same day in the presence of tenderers/representatives who choose to attend. This is an item rate / measurement based contract.
4. Air University reserves the right to reject all bids or proposals or cancel the tendering process by giving a notice in this respect in pursuance of Rule 33 of Public Procurement Rules (2004).

**INSTRUCTIONS
TO TENDERERS
&
TENDERING DATA**

INSTRUCTIONS TO THE BIDDERS

GENERAL

The management of Air University Multan Campus (AUMC) desires to award an item / measurement based contract for the provision of following at Air University Multan campus .

Sport Complex at AU Multan Campus.

1 Scope of Tender, Source of Funds & Site Visit

1.1 Scope of Tender

The scope of the works is as per abovementioned detail.

1.2 Source of Funds

Air University has arranged funds from its own resources.

1.3 Site Visit

The bidders are advised to visit the site at Air University Multan Campus, examine the site to obtain all information that may be necessary for preparing the tender and entering into a contract for execution of the work. All cost(s) in this respect shall be at the bidders own expenses.

2 Eligible Tenderers

2.1 Tender is open to all contractor's/construction firms who are registered with Pakistan Engineering Council in category C-5 and above and must have previous experience of similar work and have necessary expertise to undertake the stated works as mentioned above. Relevant additional conditions in this regard are given below: -

- a) Never been blacklisted by any Govt organization. Affidavit to this effect shall be furnished.
- b) Never involved in litigation with any agency/Govt Deptt in the last 03 years. Affidavit to this effect shall be furnished.
- c) Must be registered with Income Tax Department.

3. INSTRUCTIONS FOR BIDDING & COST OF TENDERING

3.1 The bidders, in addition to the information mentioned in advertisement, are required to submit the requisite details in the form of following Performa:

- a) The bidders are required to submit duly filled Appendix-A: Similar Projects completed in last 03 years.
- b) Details of Similar Ongoing Projects filled in Appendix-B

3.2 **Cost of Tendering**

The bidder shall bear all costs associated with preparation and submission of bid and the AU Multan Campus shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

TENDER DOCUMENTS

4 Contents of Tender Documents

4.1 The Tender Documents are those stated below, and should be read in conjunction with any Addendum issued in accordance with Clause 6.

1. Instructions to Tenderers & Tendering Data
2. Forms of Tender & Schedules to Tender
Schedules to Tender comprise the following:
 - (i) Schedule A: Preamble to Schedule of Prices
 - (ii) Special Stipulations
 - (iii) Bill of Quantities & Drawings .
3. Conditions of Contract & Contract Data
4. Standard Forms:
 - (i) Form of Tender Security
 - (ii) Form of Performance Security
 - (iii) Form of Contract Agreement

5 Clarification of Tender Documents

Any bidder requiring any clarification(s) in respect of tender documents may notify to **Director Air University Multan Campus** in writing. The mentioned Air University officer will respond to any request for clarification submitted in writing only, which is received at least **05 days** before the deadline for the submission of bids. Copies of AU response will be forwarded to all bidders. (If not already clarified in the tender or deemed necessary for the bidders).

6. Amendment of Tender Documents

At any time prior to the deadline for submission of bids the AUMC may for any reason, whether at his own initiative or in response to a clarification requested by the bidder, modify the tender documents by issuing addendum.

- a) Any addendum thus issued shall be part of the tender documents. To afford bidders reasonable time for taking such an addendum into account in preparing their bids, the AUMC may at its discretion extend the deadline for submission of bids.

PREPARATION OF TENDERS

7 Language of Tender

- a) Bidding documents and all correspondence shall be in English Language.
- b) The bid shall have a covering letter printed on firm's letter pad.
- c) All pages of the bid i.e instructions to bidders, integrity pact, specifications, contract documents and priced BoQ shall be initiated/signed and official seal be affixed by the person(s) authorized to sign.

8 Documents Comprising the Tender

- 8.1 Each bid shall comprise a single package containing two separately sealed envelopes. Each envelope shall separately contain the **TECHNICAL PROPOSAL** and **FINANCIAL PROPOSAL**.

- a) The envelopes shall be clearly marked as "TECHNICAL PROPOSAL" and "FINANCIAL PROPOSAL" in bold and legible letters to avoid confusion.

- b) The envelope marked as **TECHNICAL PROPOSAL** shall contain:-

- (i) The Company Profile.
- (ii) Information asked through the advertisement.
- (iii) Performa A & B along with relevant supporting documents
- (iv) Work schedule .

- c) The envelope marked as **FINANCIAL PROPOSAL** shall contain Tender Documents (Priced BoQ, Contract Documents) and bid security equal to **2% of project cost** in shape of CDR in favour of Air University Multan Campus (Project Director).

- d) Initially, only the envelope marked as "**Technical Proposal**" shall be opened **on 1130 hrs, 12 February, 2024**.

- (i) The Financial bids of only the technically qualified bidders will be opened whereas the financial bids of non-qualified bidders will not be considered and returned unopened to the respective bidders.

9 Sufficiency of Tender

- 9.1 Each tenderer shall satisfy himself before Tendering as to the correctness and sufficiency of his Tender and of the rates and prices entered in the Price

Schedule, which shall, except in so far as it is otherwise expressly provided in the Contract, cover all his obligations under the Contract, including all applicable taxes, and all matters and things necessary for the proper completion of the Works.

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

10 Tender Prices, Currency of Tender and Payment

- 10.1 The tenderer shall fill up the Schedule of Prices (Schedule A (ii) to Tender) of the tender document, indicating the unit rates and prices of the Works to be performed under the Contract. Prices on the Schedule of Prices shall be entered keeping in view the instructions contained in the Preamble to the Schedule of Prices.
- 10.2 Unless otherwise stipulated in the Conditions of Contract, prices quoted by the tenderer shall remain fixed during the tenderer's performance of the Contract and not subject to variation on any account.
- 10.3 The unit rates and prices in the Schedule of Prices shall be quoted by the tenderer in the currency as stipulated in Tendering Data.

11. Documents Establishing Tenderer's Eligibility and Qualifications

- 11.1 Pursuant to Clause 8, the tenderer shall furnish, as part of its tender, documents establishing the tenderer's eligibility to tender and its qualifications to perform the Contract if its tender is accepted.
- 11.2 Tenderer must possess and provide evidence of the experience as stipulated in Tendering Data.

12. Documents Establishing Works Conformity to Tender Documents

- 12.1 The documentary evidence of the Works' conformity to the Tender Documents in the form of Bill of quantities and shall furnish documentation as set out in Tendering Data.
- 12.2 The tenderer shall note that standards for workmanship and references to brand names or catalogue numbers, designated by the Employer in the Technical Provisions are intended to be descriptive only and not restrictive.

13 BID AMOUNT & TENDER SECURITY

13.1 BID AMOUNT

The bidders are required to ensure that bid amount is firm, final and clearly written/typed without any ambiguity.

- a) The bidders are advised not to keep any space for bid negotiation.
- b) The rates shall be entered against each item in the bill of Quantity (BoQ).
- c) This is an item / measurement based contract.
- d) The bidder shall be deemed to have obtained all information as to all the requirements thereto which may affect the bid price.

13.2 TENDER SECURITY / EARNEST MONEY

The bidder shall furnish a tender security/earnest money as given in special stipulations in the form of Deposit at call issued by a scheduled bank of Pakistan **Based in Multan** in favor of Air University, Multan Campus (Project Director).

- a) Any bid not accompanied by an acceptable earnest money shall be rejected by the AUMC as non-responsive.
- b) The earnest money of the unsuccessful bidders will be returned upon award of contract to the successful bidder.
- c) The earnest money of bidders, who are not in competition, can be returned earlier at AUMC discretion upon receiving a request.
- c) The earnest money of the successful bidder will be returned when the bidder has furnished the required performance security and signed contract agreement.
- d) The earnest money may be forfeited:-
 - i) If a bidder withdraws his bid during the period of validity.
 - ii) If the bidder does not accept the correction (clause-16.4 (b)) of his bid price.

Note: In case of the successful bidder, if he fails to furnish the required performance security and/or sign the contract agreement within Ten (10) days of the issuance of work order. His bid security may be forfeited and contract may be awarded to the next responsive bidder on the list.

14 Validity of Bids, Format, Signing and submission of Tender

- 14.1 Bids shall remain valid for a period of **90 days** from the date of opening of the bid.
- 14.2 All Schedules to Tender are to be properly completed and signed.
- 14.3 No alteration is to be made in the Form of Tender except in filling up the blanks as directed. If any alteration be made or if these instructions be not fully complied with, the tender may be rejected.
- 14.4 Each tenderer shall prepare Original and one copy specified in the Tendering Data of the documents comprising the tender as described in Clause 8 and clearly mark them "ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them, the original shall prevail.
- 14.5 The original and one copy of the tender shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign (in the case of copies, Photostats are also acceptable). This shall be indicated by submitting a written Power of Attorney authorizing the signatory of the tenderer to act for and on behalf of the tenderer. All pages of the tender shall be initialed and official seal be affixed by the person(s) signing the tender.
- 14.6 The Tender shall be delivered in person or sent by registered mail at the address to Employer as given in Tendering Data.

15 Deadline for Submission, Modification & withdrawal of Tenders

15.1 Deadline for submission of Bid:

The bid shall be delivered in person/registered mail/ courier services so as to reach to the office of **Director Air University Multan Campus**, Academics Block, at or before **1100** hours on **12 February 2024**.

- a) Sealed bids shall be received at the **Director Campus** office on or before the prescribed time on given date.
- b) Bids shall be submitted in sealed envelope having necessary information regarding tender notice.
- c) No open, emailed or faxed bids will be accepted.
- d) Any bid submitted after the deadline for tender submission will be returned unopened to such bidder.

15.2 Modification & withdrawal of Bid

Following terms will apply for modification or withdrawal of bid:

- a) Any bidder may modify or withdraw his bid after bid submission provided that written notice of the modification or withdrawal is received by the concerned officer prior to the deadline for submission of bids.

- b) No bid shall be modified or withdrawn by a bidder after the deadline for submission of bids.

TENDER OPENING AND EVALUATION

16 Tender Opening & Clarification and Evaluation

- 16.1 The Employer will open the tenders, in the presence of tenderers' representatives who choose to attend, at the time, date and location stipulated in the Tendering Data.
- 16.2 The tenderer's name, tender prices, any discount, the presence or absence of Tender Security, and such other details as the Employer at its discretion may consider appropriate, will be announced by the Employer at the tender opening.
 - i) Any Tender Price or discount which is not read out and recorded at financial tender opening will not be considered in the evaluation of tender.
- 16.3 To assist in the examination, evaluation and comparison of tenders the Engineer/Employer may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing and no change in the price or substance of the Tender shall be sought, offered or permitted.
- 16.4 (a) Prior to the detailed evaluation, pursuant to Sub-clause 16.7 to 16.9, the Engineer/Employer will determine the substantial responsiveness of each tender to the Tender Documents. For purpose of these Clauses, a substantially responsive tender is one which conforms to all the terms and conditions of the Tender Documents without material deviations.
 - (b) Arithmetical errors will be rectified on the following basis:

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

If the tenderer does not accept the corrected amount of Tender, his Tender will be rejected and his Tender Security forfeited.
- 16.5 A Tender determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the tenderer by correction of the non-conformity.

16.6 Any minor non-conformity or irregularity in a Tender which does not constitute a material deviation may be waived by Employer, provided such waiver does not prejudice or affect the relative ranking of any other tenderers.

16.7 The Engineer/Employer will evaluate and compare only the tenders previously determined to be substantially responsive pursuant to Sub-clauses 16.4 to 16.6 as per requirements given hereunder. Tenders will be evaluated for complete scope of works. The prices will be compared on the basis of the Evaluated Tender Price pursuant to Sub-Clause 16.8 herein below.

(a) Technical Evaluation

It will examine in detail whether the documents submitted by the tenderer complies with the Technical Provisions of the Tender Documents. For this purpose, the tenderer's data submitted with the tender will be compared with technical features/criteria of the Work detailed in the Technical Provisions. Other technical information submitted with the tender regarding the Scope of Work will also be reviewed. Detailed evaluation criteria used to evaluate bids for this tender is given at last page of this tender document.

(b) Commercial Evaluation

It will be examined in detail whether the tenders comply with the commercial/contractual conditions of the Tender Documents. It is expected that no major deviation/stipulation shall be taken by the tenderers.

16.8 Evaluated Tender Price

In evaluating the tenders, the Engineer/Employer will determine for each tender in addition to the Tender Price, the following factors (adjustments) in the manner and to the extent indicated below to determine the Evaluated Tender Price:

- (i) Making any correction for errors pursuant to Sub-Clause 16.4 hereof.
- (ii) Making an appropriate price adjustment for any other acceptable variation or deviation.
- iii) Making an appropriate price adjustment for Deviations in terms of Payments

16.9 **Evaluation Methods**

Pursuant to Sub-Clause 16.8, Para (ii), and (iii) following evaluation methods for price adjustments will be followed:

- (i) Price Adjustment for Technical Compliance

The cost of making good any deficiency resulting from technical non-compliance will be added to the Corrected Total Tender Price for comparison purposes only. The adjustments will be applied taking the highest price quoted by other tenderers being evaluated in detail in their original Tenders for corresponding item. In case of non-availability of price from other tenderers, the price will be estimated by the Engineer/Employer.

(ii) Price Adjustment for Commercial Compliance

The cost of making good any deficiency resulting from any quantifiable variations and deviations from the Tender Schedules and Conditions of Contract, as determined by the Engineer/ Employer will be added to the Corrected Total Tender Price for comparison purpose only. Adjustment for commercial compliance will be added to the Corrected Total Tender Prices.

(iii) Price Adjustment for Deviation in Terms of Payments refer to Tendering Data.

17 PROCESS TO BE CONFIDENTIAL

No bidder shall contact AUMC on any matter relating to its tender from the opening of bid till the award of contract.

AWARD OF CONTRACT

18. Post-Qualification

18.1 In the absence of pre-qualification, the tender committee will determine to its satisfaction whether the substantially responsive, lowest evaluated bidder is qualified to satisfactorily perform the order.

18.2 The determination will take into account the bidder's financial and technical proposals. It will be based upon an examination of the documentary evidence and physical inspection of few completed/ ongoing projects as well as such other information as the committee deems necessary and appropriate.

19 AWARD CRITERIA & AUMC'S RIGHT

19.1 The contract will be awarded to substantially responsive lowest evaluated bidder, provided that such bidder has been determined to be qualified to satisfactorily perform the order.

19.2 The AUMC reserves the right to accept or reject any or all the bids prior to award of order without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the AUMC's action.

20 Notification of Award & Signing of Contract Agreement

- 20.1 Prior to expiry of the period of tender validity prescribed by the Employer, the Employer will notify the successful tenderer in writing (“Letter of Acceptance”) that his tender has been accepted.
- 20.2 Within 10 days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Employer will send the successful tenderer the Form of Contract Agreement provided in the Tender Documents, incorporating all agreements between the parties.
- 20.3 The formal Agreement between the Employer and the successful tenderer shall be executed within 07 days of the receipt of Form of Contract Agreement by the successful tenderer from the Employer.

21 PERFORMANCE SECURITY

- 21.1 The successful bidder shall furnish to the AU a performance security in the form and the amount stipulated in the conditions of contract within a period of 10 days after the receipt of letter of acceptance.
- 21.2 Failure of the successful bidder to comply with the requirements of sub-clauses 20.2 & 20.3 or clause 21 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security. ***The contract may be awarded to next responsive bidder on the list.***

22 ADHERENCE TO INTEGRITY PACT

Government of Pakistan has announced that integrity pact duly signed by the bidder shall be part of the contract. The same is contained in the contract documents.

- a) Any effort by a bidder to influence AUMC in the tender evaluation, bid comparison or award decision may result in the rejection of his bid.

23. UNBALANCED TENDER

If the Tender of the successful Tenderer is seriously unbalanced, the Employer may require that the amount of the Performance Security be increased at the expense of the Tenderer to a level sufficient to protect the Employer against financial loss in the event of a subsequent default by the Tenderer under the Contract.

24 Tender Drawings/Specification

The Employer reserves the right to make any additions, alterations or modifications in the specification at any time in the best interest of the Work.

25 SUPPLEMENTARY INFORMATION

- 25.1 Each Tenderer shall submit the following supplementary information along with his Tender:

- a) A preliminary construction schedule showing the construction program for various activities proposed by the Tenderer for execution of the Works from commencement of mobilization to completion. The schedule, in reasonable detail, shall show the sequence of various constructional operations proposed and the period of time estimated for performing each activity within the Time for Completion of the Works.
- b) A chart of the organization which he proposes to create for the satisfactory execution of the Work.
- c) Among others, the organization chart must show at least one engineer holding at least a diploma and five years' experience in similar kinds of jobs as the proposed Work. Such a person, to be approved by the Employer, shall provide full time site supervision of the Work.

25.2 Tenderers shall give with their Tenders, the address at which notices may validly be served on them.

26. ACCEPTANCE CERTIFICATE:-

The contractor may notify the Engineer/ Employer, when he considers that the work have been completed. Upon such notification from contractor, the Engineer will arrange inspection within 15 days and issue an acceptance certificate in favour of contractor subject to satisfactory completion as per requirement of contract. Alternatively the Engineer will notify the contractor, that the work is not fully complete and contractor will rectify the discrepancies.

SIMILAR WORKS COMPLETED DURING LAST 03 YEARS

Description	Client Deptt / Agency	Project Value	Date of Completion		Photocopy of Work Order attached as Annex	Name, Designation, Phone & Email of Controlling Officer
			Planned	Actual		

Note-1:- Raising of this form is mandatory. Non compliance would lead to technical disqualification.

Note-2:- The Employer reserves the right to verify above stated details and disqualify the firm at any stage before awarding the contract on providing unauthentic information.

Certificate: I hereby certify that the above details have been read, understood, filled properly & signed as authentic information:-

Authorized Signature, Name & Official Seal of the bidder: _____

SIMILAR ONGOING WORKS

Description	Client Deptt / Agency	Project Value	Commencement Date	Completion Date	%age Completed	Photocopy of work order attached as annex	Name, Designation, Phone & Email of Controlling Officer

Note-1:- Raising of this form is mandatory. Non compliance would lead to technical disqualification.
Note-2:- The Employer reserves the right to verify above stated details and disqualify the firm at any stage before awarding the contract on providing unauthentic information.
Certificate: I hereby certify that the above details have been read, understood, filled properly & signed as authentic information:-

Authorized Signature, Name & Official Seal of the bidder: _____

INTEGRITY PACT

**DECLARATION OF FEES, COMMISSIONS AND BROKERAGE ETC
PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES AND WORKS**

_____ The bidder/contractor hereby declares its intention not to obtain or induce the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing, the bidder/contractor 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 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 for from GoP, except that which has been expressly declared pursuant hereto.

The bidder/contractor certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

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

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

Signature_____

Name_____

Designation_____

Company_____

Date_____

TENDERING DATA

Instructions to Tenderers Clause Reference

1.1 Name of Employer

Air University, Multan Campus.
Tel No: 061-4508500.

Brief Description of Work

Construction of Sports Complex.

5.1 Employer's address:

Air University, Multan Campus Chak 5 Faiz Bahawalpur road, Multan,
Tel No: 061-4508500.

10.3.1 Tender shall be quoted entirely in Pak. Rupees. The payment shall be made in Pak. Rupees.

11.2 The tenderer has the financial & technical capability necessary to perform the Contract.

13.1 **Amount of Tender Security as given in the special stipulations page no. 29.**

14.1 Period of Tender Validity

90 days from the date of financial opening.

14.4 Number of Copies of the Tender to be submitted

One original. & one copy .

14.5 (a) Employer's Address for the Purpose of Tender Submission

Director Campus, Academic Block, Air University Chak 5 Faiz,
Bahawalpur road Multan.

(b) Name and Identification Number of the Contract

Tender Contract No. MUX/AUMC/Admin/01/2024

(c) Warning

DO NOT OPEN BEFORE 1130 hrs. 12 February 2024.

15.1 Deadline for Submission of Tenders

1100 hrs on 12 February, 2024

16.1 Venue, Time, and Date of Tender Opening

Venue: Academic Block, Air University, Bahawalpur Road Multan

Time: 1130 hrs

Date: **12 February, 2024**

16.4 Responsiveness of Tenders

- (i) The Tender is valid till required period,
- (ii) The Tender prices are firm during currency of contract
- (iii) Completion period offered is within specified limits,
- (iv) The Tenderer is eligible to Tender and possesses the requisite experience,
- (v) The Tenderer does not deviate from basic technical requirements.

FORMS OF TENDER AND SCHEDULES TO TENDER

SCHEDULE – TO TENDER

FORM OF TENDER

(LETTER OF OFFER)

Tender Reference No. _____

(Name of Works)

To:

Gentlemen,

1. Having examined the Tender Documents including Instructions to Tenderers, Tendering Data, Conditions of Contract, Contract Data, Specification, Drawings, if any,. Schedule of Prices and Addenda Nos. _____ for the execution of the above-named Works, we, the undersigned, offer to execute and complete such work and remedy defects therein in conformity with conditions of contract. Specifications, Bill of Quantities and addenda for the sum of Rupees _____ (Rs. _____) or such other sum as may be ascertained in accordance with the said conditions.
2. We understand that all the Appendices/Schedules attached hereto form part of this Tender.
3. As security for due performance of the undertakings and obligations of this Tender, we submit herewith a Tender Security in the amount of Rs. _____ drawn in your favour or made payable to you and valid for a period of 28 days beyond the period of validity of Tender.
4. We undertake, if our Tender is accepted, to commence the Work and to deliver and complete the Works comprised in the Contract within the time(s) stated in **Schedule A(I) to Tender** to tender.
5. We agree to abide by this Tender for the period of 90 days from the date **fixed for receiving the same and** it shall remain binding upon us and may be accepted at any time before the expiration of that period.

6. Unless and until a formal Agreement is prepared and executed, this Tender, together with your written acceptance thereof, shall constitute a binding contract between us.
7. We undertake, if our Tender is accepted, to execute the Performance Security referred to in Conditions of Contract for the due performance of the Contract.
8. We understand that you are not bound to accept the lowest or any Tender you may receive.
9. We do hereby declare that the Tender is made without any collusion comparison of figures or arrangement with any other person or persons making a Tender for the Works.

Dated this _____ day of _____ Signature _____
 in the capacity of _____ duly authorized to sign tenders for and
 on _____ behalf _____ of

 (Name of Tenderer in Block Capitals)

Address: _____

Witness: _____

SCHEDULES TO TENDER

SCHEDULE- A TO TENDER

PREAMBLE TO SCHEDULE OF PRICES

1. General

- 1.1 The Schedule of Prices shall be read in conjunction with the Conditions of Contract, Contract Data together with the complete description of work.
- 1.2 The Contract shall be measurement-based contract as described in the Tender Documents.

2. Description

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

3. Units & Abbreviations

Units of measurement, symbols and abbreviations expressed in the Tender Documents shall be following:

Area in Square feet (Sft)
Volume in Cubic Feet (Cft)
Length in Running feet (Rft)
Quantities (NO's.)

4. Rates and Prices

- 4.1 Except as otherwise expressly provided under the Conditions of Contract, the rates and amounts entered in the Schedule of Prices shall be the rates at which the Contractor shall be paid and shall be the full inclusive value of the works set forth or implied in the Contract; except for the amounts reimbursable, if any to the Contractor under the Contract.
- 4.2 Unless otherwise stipulated in the Contract Data, the rates and prices entered by the tenderer shall not be subject to adjustment during the performance of the Contract.
- 4.3 All duties, taxes and other levies payable by the Contractor shall be included in the rates and prices.

SCHEDULE – A TO TENDER

- 4.4 The cost of complying with the provisions of the Contract shall be included in the items provided in the Schedule of Prices, and where no items are provided shall not be considered for financial evaluation process.
- 4.5 (a) The tenderer shall be deemed to have obtained all information as to and all requirements related thereto which may affect the tender price.
- (b) The Contractor shall be responsible to make complete arrangements for the transportation of the Equipment/Tools and material to the Site.
- 4.6 The Contractor shall provide for all parts of the Works to be completed in every respect. Notwithstanding that any details, accessories, etc. required to complete the Work are not specifically mentioned in the Specifications, such details shall be considered as included in the Contract Price.

5. Tender Prices

5.1 Break-up of Tender Prices

Various elements of Tender Prices shall be quoted as detailed by the Employer in the format of Schedule of prices.

The tenderer shall recognize such elements of the costs which he expects to incur on the performance of the Work and shall include all such costs in the rates and amounts entered in the Schedule of Prices.

SCHEDULE- A-I TO TENDER

SPECIAL STIPULATIONS

S #	Subject	Clauses of the contract	Provision
1	Bid Security	8.1	2% of contract cost. In the form of CDR or Bank Guarantee from any scheduled Bank of Pakistan BASE IN Multan
2	Amount of Performance Security	4.4	10% of contract price stated in the Work order in the form of CDR or Bank Guarantee from any scheduled Bank of Pakistan BASE IN Multan.
3.	Time for Completion of Works	8.1	140 calendar days from the date of issuance of work order
4	Liquidated Damages	17	Rs. 3000 Pkr for each day of delay in completion of the works subject to a maximum of 10% of contract price stated in Work Order .
5.	Defects Liability Period	8.3	190 days from the effective date of completion of work.
6	Time within payments to be made	11.1	Within 20 days from the date of the submission of the Bill /IPC by the contractor.
7	Tender Security		2% of bid value. in the form of CDR.
8.	Percentage and Limit of Retention Money	11.2	5% of the contract Price
9	Release of Retention Money	11.2	On expiry of defects liability period
10	Limit of Variation from BOQ Quantities	10.6	Plus minus 15% from the quantities given in BOQ

TENDERER:-

Name :- _____

Signature :- _____

Address:- _____

Seal :- _____

SCHEDULE-A-II TO TENDER

BILL OF QUANTITIES

ATTACHED AS VOL-2

CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

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

The Contract

- 1.1.1 “Contract” means the Contract Agreement and the other documents listed in the Contract Data.
- 1.1.2 “Specification” means the document as listed in the Contract Data, including Employer’s requirements in respect of design to be carried out by the Contractor (if any), and any Variation to such document.
- 1.1.3 “Drawings” means the Employer’s drawings of the Works as listed in the Contract Data, and any Variation to such drawings.

Persons

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

Dates, Times and Periods

- 1.1.7 “Commencement Date” means the date 14 days after the date the Contract comes into effect or any other date agreed between the Parties.
- 1.1.8 “Day” means a calendar day
- 1.1.9 “Time for Completion” means the time for completing the Works as stated in the Contract Data (or as extended under Sub-Clause 7.3), calculated from the Commencement Date.

Money and Payments

- 1.1.10 “Cost” means all expenditure incurred (or to be incurred) by the Contractor, whether on or off the Site, including overheads and similar charges.

Other Definitions

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

1.2 Interpretation

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

1.3 Priority of Documents

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

1.4 Law

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

1.5 Communications

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

1.6 Statutory Obligations

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

2. THE EMPLOYER

2.1 Provision of Site

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

2.2 Permits etc.

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

2.3 Engineer/Employer's Instructions

The Contractor shall comply with all instructions given by the Employer in respect of the Work including the suspension of all or part of the Work.

2.4 Approvals

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

3. ENGINEER'S/EMPLOYER'S REPRESENTATIVES

3.1 Authorized Person

One of the Engineer's/Employer's personnel shall have authority to act for him. This authorized person shall be as stated in the Contract Data, or as otherwise notified by the Engineer/Employer to the Contractor from time to time.

3.2 Engineer's/Employer's Representative

The name and address of Engineer's/Employer's Representative is given in Contract Data. However the Contractor shall be notified by the

Engineer/Employer, the delegated duties and authority before the Commencement of Works.

4. THE CONTRACTOR

4.1 General Obligations

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

4.2 Contractor's Representative

The Contractor shall submit to the Employer for consent the name and particulars of the person authorized to receive instructions on behalf of the Contractor.

4.3 Subcontracting

The Contractor shall not subcontract the whole of the Work. The Contractor shall not subcontract any part of the Work without the consent of the Employer.

4.4 Performance Security

4.4.1 The Contractor shall furnish to the Employer within 10 days after receipt of Letter of Acceptance, a Performance Security in the form of CDR or Bank Guarantee from any scheduled Bank of Pakistan base in Islamabad.

5. DESIGN BY CONTRACTOR

5.1 Contractor's Design (NOT APPLICABLE)

The Contractor shall carry out design to the extent specified, as referred to in the Contract Data. The Contractor shall promptly submit to the Engineer/Employer all designs prepared by him. Within 14 days of receipt the Engineer/Employer shall notify any comments or, if the design submitted is not in accordance with the Contract, shall reject it stating the reasons. The Contractor shall not construct any element of the Works designed by him within 14 days after the design has been submitted to the Engineer/Employer or which has been rejected. Design that has been rejected shall be promptly amended and resubmitted. The Contractor shall resubmit all designs commented on taking these comments into account as necessary.

5.2 Responsibility for Design (NOT APPLICABLE)

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

Engineer/Employer shall be responsible for the Specifications and Drawings.

6. EMPLOYER'S RISKS

6.1 The Employer's Risks

The Employer's Risks are;

- (iii) War, hostilities (whether war be declared or not), invasion, act of foreign enemies, within the Country,
- (iv) Rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, within the Country,
- (v) Riot, commotion or disorder by persons other than the Contractor's personnel and other employees including the personnel and employees of Sub-Contractors, affecting the Site and/or the Works,
- (vi) Ionising radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly, except to the extent to which the Contractor/Sub-Contractors may be responsible for the use of any radio-active material,
- (vii) Pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds,
- (viii) Use or occupation by the Employer of any part of the Work, except as may be specified in the Contract,
- (ix) Design of any part of the Works by the Employer's personnel or by others for whom the Employer is responsible,
- (x) A suspension under Sub-Clause 2.3 unless it is attributable to the Contractor's failure,
- (xi) Physical obstructions or physical conditions other than climatic conditions, encountered on the Site during the performance of the Works, which obstructions or conditions for which the Contractor immediately notified to the Employer and accepted by the Employer.

7. TIME FOR COMPLETION

7.1 Extension of Time

Subject to Sub-Clause 10.3, the Contractor shall be entitled to an extension to the Time for Completion if he is or will be delayed by any of the Employer's Risks subject to the Contractor's notification of intention without un-reasonable delay.

On receipt of an application from the Contractor, the Engineer/Employer shall consider all supporting details provided by the Contractor and the Employer shall extend the Time for Completion as appropriate.

7.2 Late Completion

If the Contractor fails to complete the Works within the Time for Completion, the Contractor's only liability to the Employer for such failure shall be to pay the amount stated in the Schedule A(I) to Tender for each day for which he fails to complete the Works.

8. TAKING-OVER

8.1 Completion

The whole of the Work to be completed within a time as stated in the Schedule A(I) to Tender, shall be completed, in accordance with the provisions of Clause 8.2, within the time stated in the Schedule A(I) to Tender for the whole of the Work may be calculated from the Commencement Date.

8.2 Taking-Over Notice

When the whole of the Work have been substantially completed and have satisfactorily passed any tests on completion prescribed by the Contract, the Contractor may give notice to that effect to the Engineer, with a copy to the Employer, accompanied by a written undertaking to finish with due expedition any outstanding work during the Defects Liability Period. Such notice and undertaking shall be deemed to be a request by the Contractor for the Engineer to issue a Taking-Over Certificate in respect of the Work.

The Engineer shall, within 21 days of the date of delivery of such notice, either issue to the Contractor, with a copy to the Employer, a Taking-Over Certificate, stating the date on which, in his opinion, the Works were substantially completed in accordance with in the Contract, or giving instructions in writing to the Contractor specifying all the work which, in the Engineer's opinion, is required to be done by the Contractor before the issue of such certificate. The Engineer shall also notify the Contractor of any defects in the Works affecting substantial completion that may appear after such instructions and before completion of the Work specified therein. The Contractor shall be entitled to receive such Taking-Over Certificate within 21 days of completion, to the satisfaction of the Engineer, of the Work so specified and remedying any defects so notice.

8.3. DEFECTS LIABILITY PERIOD

In these Conditions the expression "Defects Liability Period" shall mean the defects liability period named in the Schedule A(I) to Tender, calculated from:

- (a) The date of completion of the Work certified by the Engineer in accordance with Clause 8.2, or

In the event of more than one certificate having been issued by the Engineer under Clause 8.2, the respective dates so certified and in relation to the Defects Liability Period the expression "the Work" shall be Construed accordingly.

9. REMEDYING DEFECTS

9.1 Remediating Defects

The Employer may at any time prior to the expiry of the period stated in the Schedule A(I) to Tender, notify the Contractor of any defects. The Contractor shall remedy at no cost to the Employer any defects due to the Contractor's design, Materials, workmanship not in accordance with the Contract.

The cost of remediating defects attributable to any other cause shall be valued as a Variation. Failure to remedy any such defects or complete outstanding work within a reasonable time shall entitle the Employer to carry out all necessary works at the Contractor's cost.

9.2 Uncovering and Testing

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

10. VARIATIONS AND CLAIMS

10.1 Right to Vary

The Employer may instruct Variations.

10.2 Valuation of Variations

Variations shall be valued as follows:

The valuation will be carried out on the basis of actual with the application of current market rates for labour and material. No escalation on account of material or labour wages shall be allowed on such items if the valuation is carried out on the basis of actual. The percentage (%) of overheads, taxes profit, carriage and wastage, etc. all-inclusive to be allowed in such cases be twenty (25) percent (%).

10.3 Early Warning

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

To the extent that the Contractor's failure to notify results to the Engineer/Employer being unable to keep all relevant records or not taking steps to minimize any delay, disruption, or Cost, or the value of any

Variation, the Contractor's entitlement to extension to the Time for Completion or additional payment shall be reduced/rejected.

10.4. **Valuation of Claims**

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

10.5 **Variation and Claim Procedure**

The Contractor shall submit to the Engineer/Employer an itemized make-up of the value of variations and claims within 28 days of the instruction or of the event giving rise to the claim. The Engineer/Employer shall check and if possible agree the value. In the absence of agreement, the Employer shall determine the value.

10.6 **VARIATION EXCEEDING 15 PER CENT** Limit of Variation from BOQ Quantities is 15 % .

11. **CONTRACT PRICE AND PAYMENT**

11.1 (a) **Terms of Payments**

Payment of the Contract Price shall be made as per provisions in the Contract Data.

(b) **Valuation of the Works**

The Works shall be valued subject to Clause 10.

11.2 **Retention Money.**

Retention money will be released after **190** days from date of issue of the completion certificate by the Engineer.

11.5 **Currency**

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

12. **DEFAULT**

12.1 **Default by Contractor**

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

If the Contractor has not taken all practicable steps to remedy the default within 14 days after receipt of the Employer's notice, the Employer may by a second notice given within a further 21 days, terminate the Contract. The Contractor shall then demobilize from the Site leaving behind any Contractor's Equipment which the Employer instructs in the second notice is to be used for the completion of the Work.

12.2 Default by Employer

If the Employer fails to pay in accordance with the Contract, or is, despite a written complaint, in breach of the Contract, the Contractor may give notice referring to this Sub-Clause and stating the default. If the default is not remedied within 14 days after the Employer's receipt of this notice, the Contractor may suspend the execution of all or parts of the Works.

If the default is not remedied within 28 days after the Employer's receipt of the Contractor's notice, the Contractor may by a second notice given within a further 21 days, terminate the Contract. The Contractor shall then demobilize from the Site

12.3 Insolvency

If a Party is declared insolvent under any applicable law, the other Party may by notice terminate the Contract immediately. The Contractor shall then demobilize from the Site leaving behind, in the case of the Contractor's insolvency, any Contractor's Equipment which the Employer instructs in the notice is to be used for the completion of the Work.

12.4 Payment upon Termination

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

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) any sums to which the Employer is entitled,
- c) if the Employer has terminated under Sub-Clause 12.1 or 12.3, the Employer shall be entitled to a sum equivalent to 20% of the value of parts of the Work not executed at the date of the termination.
- d) if the Contractor has terminated under Sub-Clause 12.2 or 12.3 Contractor shall be entitled to the cost of his demobilization together with a sum equivalent to 10% of the value of parts of the Works not executed at the date of termination.
The net balance due shall be paid or repaid within 28 days of the notice of termination.

13. RISK AND RESPONSIBILITY

13.1 Contractor's Care of the Works

The Contractor shall take full responsibility for the care of the Work from the Commencement Date until the date of the Employer's notice under Sub-Clause 8.2. Responsibility shall then pass to the Employer. If any loss or damage happens to the Works during the above period, the Contractor shall rectify such loss or damage so that the Works conform with the Contract.

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

13.2 Force Majeure

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

If the event continues for a period of 84 days, either Party may then give notice of termination which shall take effect 28 days after the giving of the notice.

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

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) the cost of his demobilization,
- c) less any sums to which the Employer is entitled.

The net balance due shall be paid or repaid within 28 Days of the notice of termination.

15. RESOLUTION OF DISPUTES

15.1 Engineer's Decision

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

Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the Work with all due diligence, and the Contractor and the Employer shall give effect forthwith to every such decision of the Director P&D unless and until the same shall be revised, as hereinafter provided in an arbitral award.

15.2 Notice of Dissatisfaction

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

15.3 Arbitration

All matters of dispute or difference regarding rejection of works by the **Director Campus** or cancellation of the contract by the Air University, arising out of this agreement between the parties thereto, the settlement of which is not otherwise specially provided for in this agreement, shall be referred to arbitration as under:-

- (i) The settlement of dispute, not otherwise specially provided for in the contract, through arbitration clause in the contract shall be referred to the decision of **Vice Chancellor of Air University**. His decision shall be final and binding on both the parties.

16. Third Party Insurance (NOT APPLICABLE)

The contractor shall without limiting his or the Employer's obligations and responsibilities under insure in the joint names of the contractor and the Employer, against liabilities for death of or injury to any person or loss of or damage to any property arising out of the permanence of the contract.

17. Liquidated Damages for Delay

If the Contractor fails to comply with the Time for Completion in accordance with Clause 8.2, for the whole of the Works or, if applicable, any Section within the relevant time prescribed by Clause 7, then the Contractor shall pay to the Employer the relevant sum stated in the Schedule A(I) to Tender as liquidated damages for such default and not as penalty (which sum shall be the only monies due from the Contractor for such default) for every day or part of a day which shall elapse between the relevant Time for Completion and the date stated in a Taking-Over Certificate of the whole of the Works or the relevant Section, subject to the applicable limit stated in the Schedule A(I) to Tender. The Employer may, without prejudice to any other method of recovery, deduct the amount of such damages from any monies due or to become due to the Contractor.

The payment or deduction of such damages shall not relieve the Contractor from obligation to complete the Works, or from any other of his obligations liabilities under the Contract.

18. SUPPLY OF MATERIALS & Site Facilities

18.1 No materials, including water supply, Electricity, Labour Camp, Site Office etc., required for execution of the Works shall be supplied or arranged by the

Employer. It shall be the responsibility of the contractor to procure/provide all materials and required facilities at site for the timely completion of work and the remedying of any defects therein of the Works.

18.2 No escalation on account of materials, labor, POL or any other thing or matter shall be permissible.

CONTRACT DATA

Sub-Clauses of Conditions of Contract

1.1.4 **The Employer** means
Air University, Multan Campus.
Tel: 061-4508500

1.1.5 **The Contractor** means

1.1.9 **Time for Completion** **(140 Calendar Days)**

1.1.20 **Engineer**
Director Campus or person authorized by Director Campus.
Air University, Multan Campus.

1.3 **Documents forming the Contract listed in the order of priority:**

- (a) The Contract Agreement
- (b) Contract Data
- (c) Letter of Acceptance
- (d) Conditions of Contract
- (g) The Schedules to Tender including Schedule of Prices

3.2 **Name and address of Employer's representative**

Director Campus Air University, Multan Campus.

3.3 **Performance security:**

Amount **10% of the contracted amount**
Validity After Completion of work, subject to issuance of
acceptance certificate by the Engineer

9.1 **Period for notifying defects**
190 Days

11.1 *(a) Terms of Payments

Payment to be made in the following manners.

- i) 95% payment of the verified IPC/Bill amount will be paid to the contractor after deducting all Govt applicable taxes, but subject to issuance of acceptance certificate by the Engineer. **(Minimum limit of IPC 4. Mill)**
- ii) Five percent **(5%) Retention Money** shall be paid in accordance with Clause 11.2 of Conditions of Contract.

11.3 Percentage of Retention: 5%

11.7 Currency of payment: Pak. Rupees

15.3 Arbitration Place of Arbitration: Vice Chancellor office, Air University Islamabad

STANDARD FORMS

FORM OF TENDER SECURITY
(Bank Guarantee)

Guarantee No. _____
Executed on _____

Letter by the Guarantor to the Employer

Name of Guarantor (Bank) with
address: _____

Name of Principal (Tenderer) with
address: _____

Penal Sum of Security (express in words and
figures): _____

Tender Reference No. _____ Dated _____ of
Tender _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Tender and at the request of the said Principal, we the Guarantor above-named are held and firmly bound unto the _____, (hereinafter called The "Employer") in the sum stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying Tender numbered dated as above for _____ (Particulars of Tender) to the said Employer; and

WHEREAS, the Employer has required as a condition for considering said Tender that the Principal furnish a Tender Security in the above said sum to the Employer, conditioned as under:

- (1) that the Tender Security shall remain valid for a period of 28 days beyond the period of validity of the tender;
- (2) that in the event of;
 - (a) the Principal withdraws his Tender during the period of validity of Tender, or
 - (b) the Principal does not accept the correction of his Tender Price, pursuant to Sub-Clause 16.4 of Instructions to Tenderers, or
 - (c) failure of the successful tenderer to
 - (i) Furnish the required Performance Security, in accordance with Clause 21 of Instructions to Tenderers, or
 - (ii) Sign the proposed Contract Agreement, in accordance with Clause 20.2 & 20.3 of Instructions to Tenderers,
Then the entire sum be paid immediately to the said Employer for delayed completion and not as penalty for the successful tenderer's failure to perform.

NOW THEREFORE, if the successful tenderer shall, within the period specified thereof, on the prescribed form presented to him for signature enter into a formal Contract with the said Employer in accordance with his Tender as accepted and furnish within twenty eight (28) days of his being requested to do so, a Performance Security with good and sufficient surety, as may be required, upon the form prescribed by the said Employer for the faithful performance and proper fulfillment of the said Contract or in the event of withdrawal of the said Tender within the time specified then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

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

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

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

	Guarantor
(Bank)	
Witness:	
Signature_____	Signature_____
Name_____	Name_____
Title_____	Title_____
Corporate Secretary (Seal)	Corporate Secretary (Seal)

FORM OF PERFORMANCE SECURITY
(Bank Guarantee)

Guarantee No. _____

Executed on: _____

Letter by the Guarantor to the Employer

Name of Guarantor (Bank) with
address: _____

Name of Principal (Contractor) with
address: _____

Penal Sum of Security (express in words and
figures): _____

Letter of Acceptance No. _____ Dated _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Tender Documents and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Principal we, the Guarantor above name, are held and firmly bound unto the _____ (hereinafter called the Employer) in the penal sum of the amount stated above for the payment of which sum well and truly to be made to the said Employer, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has accepted the Employer's above said Letter of Acceptance for _____ (Name of Contract) for the _____ (Name of Project).

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

Our total liability under this Guarantee is limited to the sum stated above and it is a condition of any liability attaching to us under this Guarantee that the claim for payment in writing shall be received by us within the validity period of this Guarantee, failing which we shall be discharged of our liability, if any, under this Guarantee.

We, _____ (the Guarantor), waiving all objections and defences under the Contract, do hereby irrevocably and independently guarantee to pay to the Employer without delay upon the Employer's first written demand without cavil or arguments and without requiring the Employer to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the Employer's written declaration that the Principal has refused or failed to perform the obligations under the Contract which payment will be effected by the Guarantor to Employer's designated Bank & Account Number.

PROVIDED ALSO THAT the Employer shall be the sole and final judge for deciding whether the Principal (Contactor) has duly performed his obligations under the Contract or has defaulted in fulfilling said obligations and the Guarantor shall pay without objection any sum or sums up to the amount stated above upon first written demand from the Employer forthwith and without any reference to the Principal or any other person.

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

	Guarantor
(Bank)	
Witness:	
Signature_____	Signature_____
Name_____	Name_____
Title_____	Title_____
Corporate Secretary (Seal)	Corporate Secretary (Seal)

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the _____ day of _____ 2024 between _____ (hereafter called the "Employer") of the one part and _____ (hereafter called the "Contractor") of the other part.

WHEREAS the Employer is desirous that certain Works, viz _____ should be executed by the Contractor and has accepted a Tender by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

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 hereinafter referred to.
2. The following documents after incorporating addenda, if any except those parts relating to Instructions to Tenderers shall be deemed to form and be read and construed as part of this Agreement, viz:
 - (a) Work Order
 - (b) The Tender
 - (c) Conditions of Contract & Contract Data
 - (d) The Schedule of Prices
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy defects therein in conformity and in all respects within the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

The Common Seal of _____

was hereunto affixed in the presence of:

or

Signed, Sealed and Delivered by the said in the presence of:

Binding Signature of Employer _____

Binding Signature of Contractor _____

Quantitative Evaluation Yardstick .

A. Experience	Total Points = 60
1. Similar Works completed in last 03 years (supported by documents) to be listed at Appendix-"A"	30
2. Ongoing Works of similar nature (supported by documents) to be listed at Appendix-"B"	30

B. Profile	Total Points = 20
1. Management/Admin staff	5
2. Engineering and technical staff	5
3. Availability of relevant equipment & tools	10

C. Financial Capability	Total Points = 10
1. Average annual construction turnover in millions for the last 03 years	5
2. Average annual tax paid in millions for the last 03 years.	5

D. Work Plan	Total Points = 05
1. Work plan for total duration	05

E. Affidavit	Total Points = 05
2. Firm/Company never black listed by any Govt organization and Never involved in litigation with any agency/Govt Deptt.	05

DRAWINGS
(Attached as Vol - 3)

CONSTRUCTION OF SPORTS COMPLEX AIR UNIVERISTY MULTAN
CAMPUS
Summery of Cost

SR	Description of Works	Total Amount
1	CIVIL WORKS	
2	ELECTRICAL WORKS	
3	SEPERATION FENCING	
4	PRE FAB WASHROOMS AND OFFICE	
5	SPORTS NETS AND GOALS	
	GRAND TOTAL	

CONSTRUCTION OF SPORTS COMPLEX AIR UNIVERSITY MULTAN CAMPUS

Civil Works				
Sr #	Description	Quantity	Unit	Remarks
1	Site Clearance & grubbing including Removal of Grass & bushes Mechanically etc and dispose-off the Materials out of University Premises complete in all respect as directed by engineer in-charge	42000	Sft	
2	Excavation / Cutting in any type of soil up to 2.5 feet in depth including disposal of surplus/rejected excavated materials to designated places or out of university premises complete in all respect as directed by engineer in-charge	32000	Cft	
3	Filling of soil up to 2.5 feet in depth using available material inside the university premises in layers 6 inch thick including compaction up to 95% AASHTO relative density with 10Vibro roller, complete in all respect as directed by engineer in-charge	63000	Cft	
4	Filling of soil upto 2.5 feet in depth using material from out side approved source in layers 6 inch thick including compaction up to 95% AASHTO relative density with 10Vibro roller. complete in all respect as directed by engineer in-charge	42000	Cft	
5	Providing and laying First Class burnt brick work 9" thick and above laid and jointed in cement sand mortar 1:4 including curing Complete in all respect as per drawing and specification and as per approval of engineer	865	Cft	
6	Providing and applying 3/4" thick plaster at any floor or any height using approved quality sand preferably machine mixed mortar, including all bends corners recess including scaffolding and hacking the concrete surfaces, racking the masonry joints and providing 8" wide galvanized 17 SWG 3/4" x 3/4" size welded mesh fixed with G.I staples on masonry concrete joints. All plaster to be finished smooth with steel float in true level, line and plumb and properly cured, complete as per drawings, specifications and as directed by the Engineer.	1500	Sft	
7	Supply of water bound (Up to 3 inch size) and its Spreading Mechanically , making 4 inch layer, its Compaction upto 95% with 10 Vibro Ton roller, including filled with Stone Dust complete in all respects and as directed Engineer incharge.	24000	Cft	

a	Providing and Laying Class 'C' lean concrete(1:4:8) by using Portland Cement & Approved source of Fine & Course Aggregate as shown on the drawing including formwork installation, removal and curing etc. complete in all respects.	14800	Cft	
b	Providing and laying Reinforced cement concrete of Ratio1:1.5:3 by using Portland Cement & Approved source of Fine & Course Aggregate as shown on the drawings including formwork installation and removal ,curing etc. complete in all respects. (Reinforcement to be paid seperately)	400	Cft	
c	Providing and laying Plain Cement Concrete 1:2:4 3 inch thick and above by using Portland Cement & Approved source of Fine & Course Aggregate in pannels 5 ft x 5 ft by using marbel patti 3" wide as shown on drawings including making of top surface smooth and leveled with steel trowel, water curing etc. complete in all respects and as directed by the engineer incharge.	7590	Cft	
8	Providing an laying of deformed steel 40 Grade including the cost of cutting, bending, fixing, binding wire and the cost of overlap. complete in all respects and as directed by the engineer incharge.	1130	kg	
9	Providing ,laying of Tuff Pavers 50mm thick BanuMukhtar or equivelant of any shape,Colored / grey 70% & red 30% as per Approval of employer, laying in the area other than concrete by using proper mechanically leveled surface of 2in sand cushion and filling Complete in all respect as directed by engineer-in-charge	13000	Sft	
9	Providing & making of sport hall line marking with rubberized paint ICI or equvalat as per National / international standard width and thickness and muiltly colours as recomcomended Complete in all respect as directed by engineer-in-charge	3000	Rft	
10	Providing and laying of Concrete Kerb Stone for Walking Track having size of 12x18 inch by using 1:3 cement sand mortar including excavation, having compressive strength of 3000 PSI with color approved by Engineer-in-charge. Complete in all respects.	2200	Rft	
11	Providing , fixing of Astrotruff in Futsal with 50 mm thickness (chinese made), Filled with silica sand and crumb rubber, with line marking of ground as per international standards having minimun 5 years of warrenty with fair play policy applicable.	7200	Sft	
12	Supply and Placing in level of Stone dust in 4 inch layer in the walking track. Complete in all respects.	1550	Cft	

13	Providing, installing and testing soil/waste/vent piping/rain water pipe, UPVC AGM as per approval, complete with all necessary fittings, like tees, p-trap, sockets, elbows, enlargers, reducers, anchors, special seismic hanger supports, sleeved openings, including cost of cutting in cores of existing structure and flexible connection as and where required, etc., needed for a complete job, inside/outside the building/toilet/wash areas/ducts, drain pipes, downpipes, etc. as under			
a	Internal dia 3"	130	Rft	
b	Internal dia 4"	175	Rft	
14	Providing, installing and testing water supply piping(both cold and hot) outside the building for washrooms/canteen/ labs/kichenette, etc., making connection to the respective cold and hot water supply piping as required for a complete job. The work shall include cutting of the chases in walls,etc, and patching them up after the job completion, preparation of the necessary sleeved openings as required. Piping material shall be "G.I" manufactured by "(I.I.L Karchi)"or equivalent as per approval, complete with all the necessary fittings such as pipes bends elbow etc complete ,clamps,special seismic hanger supports, flexible connection etc,as needed for a complete job. Isolation valves to the respective areas shall be provided as marked in drawings or mentioned in notes given there and are included in the cost. Piping are as under: complete in all respects and as directed by the Engineer Incharge			
a	internal dia 1.5inch	300	Rft	
15	Providing and Installation of 30 gallon electric Water coolers CANON or Eq. with water conection and with triple water filters including fixing, casting of foundation, drainage system complete in all respect.	2	No's	
Total of Civil Works				

CONSTRUCTION OF SPORTS COMPLEX AIR UNIVERSITY MULTAN CAMPUS

<u>ELECTRICAL WORKS</u>				
Sr	Description	Quantity	Unit	Remarks
1	Supply Installation of 9-meter height 6-inch dia (Jamal poles) with locally fabricated for 4 SMD light steel frame octagonal street light poles and 4 no,s 10 amp MCBs, as per drawings, as per instruction of engineer in charge	8	No	
2	Supply and installation of SMD Flood Lights 200 Watts IP65 (Osaka or Equivalent) on pole for Futsal and multi court and badminton court, with 1 year warrenty as per instruction of engineer inchagre	32	NO	
3	<u>LT Distribution Boards</u>			
	Supply and installation of 16 SWG MS sheet LT Distribution Boards (as per single line diagram shown on drawings) including electrical & mechanical components, electrolytic tinned copper busbars (superior A1-grade quality), control wiring, related civil works etc. incoming MCCB TP 63Amp (1No) outgoing MCB Sp 16Amp (12 No),volt & amp meter and all accessories, complete in all respect as per instruction of engineer inchagre			
4	<u>LT Cables</u>			
	supply and laying of wiring cable in exiting conduit complete in all respects.(Pakistan cable ,new-age ,fast cable)			
a	3 core, 1.5 mm ² , Cu/PVC/PVC	900	Rft	
b	4 core, 10 mm ² , Cu/PVC/PVC	600	Rft	
c	3 core, 6 mm ² , Cu/PVC/PVC	900	Rft	
5	<u>Conduits & Pipes</u>			

	Providing and laying of following sizes of uPVC conduit including all accessories such as bend, socket, joints, Tee, Elbow etc. including Excavation, back fill and sand filling complete in all respect as per instruction of engineer in charge(Beta pipes)			
b	2" dia	1200	Rft	
c	1 dia	900	Rft	
6	supply and installation of surface mounted/ceiling mounted down lights 20 watt(Osaka lights)	10	No	
7	supply and installation of 56 inch sweep ceiling fan (Pak Fan) including Hook or fan box. Complete in all respects and as directed by the Engineer Incharge.	2	No	
8	supply and installation of plastic body 12 inch exhaust fan (Pak Fan). Complete in all respects and as directed by the Engineer Incharge.	2	No	
9	supply and installation of bracket fan 18 inch (Pak Fan). Complete in all respects and as directed by the Engineer Incharge.	2	No	
10	point wiring for light and fans 3x1.5 mmsq	15	No	
11	supply and installation of 13 amps multi socket(schnieder Clipsil)	6	No	
12	power socket wiring 3x2.5mmsq	2	No	
13	supply and installation of switchboard 4 gange sheet	4	No	
14	Providing and Installation of 10Kva Genset imported made as approved by employer with complete electrical wiring, change over as directed by Electric engineer incharge(imported manufacture)	1	No	
GRAND TOTAL				

SEPERATION SYSTEM (Fencing)				
Sr	Description	Quantity	Unit	Remarks
1	Providing and installation of G.I wire mesh with 2 inch x 2 inch square box (12 SWG) To be clamped with with 2 inch G.I POLE of 12 SWG as per drawings with complete G.I fittings,including complete RCC foundation as per drawing or as perapproved by ENGINEER-In-Charge			
a	10 ft height as per drawings	8600	Sft	
b	15 ft height as per drawings	12700	Sft	
GRAND TOTAL				

PRE FAB WASHROOMS AND OFFICE

Sr	Description	Quantity	Unit	Remarks
1	Providing and laying pre fab washroom (6ft x 6 ft) with 2.5ft x7ft door of same material along with door locking system and with complete washroom accessories such as toilet seat, wash basin with mixer, water tape Muslim shower etc along with inside water supply and drainage concealed system up to the nearest constructing manhole with all hardware included as per direction of engineer-in-charge	4	NO	
2	Providing and laying pre fab office Room of 10x 14with 4 ft x 5 ft aluminum(2mm) window and 3 ftx7ft same material door with double cylindrical lock , aluminum door closer etc and complete required hardware/ ironmongery, complete in all respect as directed by engineer in-charge	1	NO	
	GRAND TOTAL			

NETS AND GOAL POSTS				
Sr	Description	Quantity	Unit	Remarks
1	Supply and fixing of volley ball net with poles having base plate to be placed on bolted. Foundations as per national/ international standard	1	NO	
2	Supply and fixing of badminton net with poles as per national/ international standard	3	NO	
3	Supply and fixing of basket ball pole and net as per international/national standards	2	NO	
4	Supply and fixing of Futsal Goal Post as per international/national standards	2	NO	
5	Providing and Fixing of Gym Machines (Space Walker, Cycling, Triple Body twister) fabricated with 16swg Ms plate complete with paint work of 03coats as directed by Engineer incharge. Quality As per national standard	3	NO	
6	Providing and fixing of Table Tennis with Granite top 3/4" and Ms frame as approved by client Complete in all respect. Quality As per national standard	3	NO	
GRAND TOTAL				