

# STANDARD FORM OF BIDDING DOCUMENT

**TENDER/2022-23/22**

**TENDER DOCUMENT FOR ANNUAL SERVICES FOR  
REPAIRING OF ACs AT SMIU KARACHI.**

Name of Department	Directorate of Works and Services
Name of procuring agency	SINDH MADRESSATUL ISLAM UNIVERSITY Aiwan-e-Tijarat Road, Shakra-e-Liaquat, Karachi-74000, Pakistan Tel : 021-99217501-02-03 Fax : 021- 99217504 Website: <a href="http://www.smiu.edu.pk">www.smiu.edu.pk</a>

**TENDER DOCUMENT ISSUED TO:**

**TENDER DOCUMENT ISSUED ON:**



# SINDH MADRESSATUL ISLAM UNIVERSITY

Aiwan-e-Tijarat Road, Karachi-74000.

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NO. SMIU/TEND/2022-23/22

## NOTICE INVITING TENDER

Sealed bids on the standard bidding documents are invited from interested contractors/firms having at least 3 years' relevant experience for the work mentioned below. The interested firms shall submit their tender based on single stage – one envelope procedure as per Rules No 46 (1) of SPPRA-Rules 2010 (Amended-up to date).

Sr.No	Name of Work	Bid Security	Tender Fee
1.	ANNUAL SERVICES FOR REPAIRING OF ACs AT SMIU KARACHI.	2% of Bid Price	Rs. 3,000/-

### Terms & Conditions:

- Bidding documents can be obtained against the written request on company letter head along with Proprietor's CNIC copy or authorized nominee from the office of **Directorate of Works and Services** of the Sindh Madressatul Islam University, Karachi with a Pay Order / Demand Draft as Tender Fee mentioned above (non-refundable) in favor of **Sindh Madressatul Islam University** on any working day during office hours from **Wednesday 31<sup>st</sup> May 2023 to Thursday 15<sup>th</sup> June 2023** and can be downloaded from SPPRA website: <https://ppms.pprasindh.gov.pk/PPMS/> and SMI- University website: [www.smiu.edu.pk](http://www.smiu.edu.pk)
- The filled sealed tender documents will be received back on **Friday 16<sup>th</sup> June 2023 by 2:30 p.m.** and will be opened on same day at **3:00 p.m.** at **Conference Room No. 2 First Floor Sindh Madressatul Islam University, Aiwan-e-Tijarat Road Behind Habib Bank Plaza, Karachi** before the procurement committee and the bidders or their authorized representatives who wish to be present.
- Eligibility criteria is included in tender documents.**
- Bid Validity Period: **90 days.**
- The earnest money at the rate of **2% of bid price** for each tender should be submitted along with respective Bid in shape of Call Deposit/Pay order/Demand Draft/ Bank Guarantee issued by any scheduled bank of Pakistan in favor of Sindh Madressatul Islam University Karachi.
- Partial/Conditional/Incomplete bid proposals and/or bid proposals without earnest money shall not be considered.
- Bids must be offered on the prescribed bidding documents issued by Sindh Madressatul Islam University or downloaded from SPPRA/SMIU website. However additional sheets may be attached, if required.
- Procuring Agency reserves the right to reject all or any bids subject to the relevant provisions of SPPRA Rules-2010 (**Amended up to date**).
- In case any unforeseen situation resulting in closure of office on the date of opening or if Government declares holiday, the tender shall be submitted/opened on the next working day at the same time and venue.

**University Procurement Committee**

# **BIDDING DOCUMENT**

## **1. Introduction: -**

1.1. SMIU University is a chartered university, duly recognized by Higher Education Commission (HEC) Pakistan. It is one of the oldest institutions in South Asia and was established way back in 1885 as a school.

## **2. Objective: -**

2.1 The objective of engaging a local service provider to provide annual repair service for Air Conditioners to ensure its optimal functionality and minimize downtime that would occur in the event of equipment failure

## **3. Responsibility of the Contractor: -**

- 3.1.1 The Contractor should provide 24x7 (365 days) Repair, Operation, Maintenance & Services.
- 3.1.2 Trained AC technicians to be deputed at the site.
- 3.1.3 Maintaining the history of each & every equipment.
- 3.1.4 Improving skills of its own and SMIU employees through training etc.
- 3.1.5 The Contractor will have to attend any complain within 5 hours time.
- 3.1.6 SMIU reserves the right to increase or decrease the quantity of any BOQ item within the range specified in SPPRA rules.

## **4. Scope of Works: -**

- 4.1.1 Carrying out the relevant repair and maintenance work on receipt of complaint upto the satisfaction of Electrical Engineer and end-user.
- 4.1.2 Provide response and attend the complain related to AC within maximum of 5 hours time.
- 4.1.3 Submit the bill for the ACs repaired adequately
- 4.1.4 Keeps monthly maintenance record

## **6. Obtaining of Bidding Document: -**

6.1 Bidding documents can be obtained against the written request on company letter head along with Proprietor's CNIC copy or authorized nominee from the office of *Directorate of Works and Services* of the Sindh Madressatul Islam University, Karachi with a Pay Order / Demand Draft as Tender Fee mentioned above (non-refundable) in favor of *Sindh Madressatul Islam University* on any working day during office hours from **Wednesday 31<sup>st</sup> May 2023 to Thursday 15<sup>th</sup> June 2023** and can be downloaded from SPPRA website: <https://ppms.pprasindh.gov.pk/PPMS/> and SMI- University website: [www.smiu.edu.pk](http://www.smiu.edu.pk)

## **Bidding Procedure: -**

6.2 Bids are invited as per Single Stage – Single Envelope Procedure in accordance with rule sub rule 1 of rule 46of the Sindh Public Procurement Rules, 2010 (Amended upto date).

## **8 Instructions to the Bidders: -**

- 8.1 Bidder must read all the contents of NIT as well as Bidding Document and understand all the requirements.
- 8.2 Bidder must ensure that the Bid Form / Price Schedule is filled in all respect, without any confusion.
- 8.3 There should not be any over-writing, double writing, crossed, additional conditions.
- 8.4 Rates are to be quoted clearly in digits as well as in words.
- 8.5 Each document/paper submitted by the bidder shall be signed/stamped by the bidder on the face of document.
- 8.6 Bids shall be submitted in accordance with Single stage – Single Envelope Procedure.
- 8.7 **Conditional Bids, Telegraphic Bids, Bids not accompanied by Bid Security of required amount and form, bids received after specific date and time and bids of Black Listed firms shall be treated as rejected / non-responsive.**

## **9 Eligibility Criteria & List of documents to be enclosed: -**

9.1 Bidder(s) must ensure that the following documents are enclosed with the **Proposal:**

- 9.1.1 Complete Bidding Document, duly signed and stamped on its each/every page as acceptance of all terms & conditions;
- 9.1.2 Original Bidding Document purchase receipt or Pay Order of **Rs. 3,000/-** in favour of SMI University Karachi, as the case may be;
- 9.1.3 Copy of Bid Form / Price Schedule and Pay Order in respect of Bid Security after hiding the amount;
- 9.1.4 Attested copy of NTN / Income Tax Registration Certificate, Sales Tax Registration Certificate(s);
- 9.1.5 Attested copy of CNIC of signatory of the Bid Form/Price Schedule;
- 9.1.6 Complete profile and history of the Bidder/Participant including complete address and complete details of Directors including their CNIC Numbers.
- 9.1.7 List of present clients to whom bidder is providing the Repair and Maintenance Services for **AIR CONDITIONING and O & M of PACKAGE UNITS** with name and contact persons, cell/telephone numbers and addresses.
- 9.1.8 Complete details of turn-over of at least last three years duly supported (atleast 5 million)
- 9.1.9 Copy of documents regarding affiliation/representation (subsidiary or merger) of foreign/local company etc., if any.
- 9.1.10 Affidavit on stamp paper duly notarized to the effect that the bidder is neither blacklisted nor suspended by any National / International, including Provincial and Federal Government.
- 9.1.11 Affidavit on stamp paper duly notarized to the effect that bidder is not awarded any punishment from any Court of Law.
- 9.1.12 Affidavits duly notarized to the effect that the bidder has submitted the correct and complete information along with the bid/offer. If any document/information is found forged/engineered /fake/bogus at any stage, the bidder may be declared as Blacklisted in accordance with law and the performance guarantee and payment, if any may be forfeited.
- 9.2 Certificate from existing client stating satisfactory performance of the bidder (atleast two)
- 9.3 Valid documentary evidence in support of evaluation and qualification criteria.
- 9.4 Existing and any past service providers are only eligible for bidding upon providing Satisfactory Performance Certificates for respective periods of services from the Office of the Registrar duly signed and stamped. No other certificates will be accepted for eligibility.
- 9.5 Bid Security of required amount and form.
- 9.6 Bid form(s)/Price Schedule duly filled in all respect clearly quote the price.
- 9.7 Once again note that bidder must ensure that the Bid Form / Price Schedule is filled in all respect, without any confusion, there should not be any over-writing, double writing, crossed, additional conditions and Rates are quoted clearly in digits as well as in words.
- 9.8 Bidder(s) must understand that all payments / transaction shall be made in Pakistani Rupees (PKR) only.**
- 9.9 Bidder(s) must work carefully and gross rates to be quoted, including all applicable taxes and also incorporate the impact of Sales Tax. SMIU shall made payments after deduction of all applicable taxes including Income Tax & SST / GST and other taxes, if any.

**Eligibility Criteria:** Bidder which meets the above **eligibility criteria / mandatory requirements** would be declared responsive for further evaluation as per the Evaluation Criteria specified in this bidding document. Verifiable documentary proof for all following requirements is a mandatory requirement, noncompliance will lead to disqualification.

## **10 Validity of Bids: -**

- 10.1 Bids shall remain valid for ninety (90) days w.e.f. date of opening of Bids. The bids without or less than Ninety (90) days validity will be rejected.

## **11 Alternate Bids: -**

- 11.1 Alternate Bids shall NOT BE ALLOWED, if any bidder elects to submit alternative bid(s) / proposal(s), both bids ORIGINAL and ALTERATIVE will be rejected straightaway.

## **12 Submission of Bids/Offers: -**

- 12.1 Sealed filled sealed tender documents will be received back on **Friday 16<sup>th</sup> June 2023 by 2:30 p.m.**

### **Opening of Bids: -**

- 12.2 The Proposals shall be opened on same day at **3:00 p.m.** at **Conference Room No. 2 First Floor Sindh Madressatul Islam University, Aiwan-e-Tijarat Road Behind Habib Bank Plaza, Karachi** in presence of the authorized representative(s) of the bidder(s), if they wish to present at the time of opening of bids.

- 12.3 In case of the date of opening of tender declared as Public Holiday by the Government of Sindh or Federal Government or non-working day due to any reason, the next official working day shall be deemed to be the date for submission and opening of tenders/bids/offers, accordingly. The time and venue shall remain same.

### **13 Evaluation of Bid:**

- 13.1.1 Bids not accompanied by the Bid Security of required amount and form shall be rejected.
- 13.1.2 Procuring Agency shall not be responsible for any erroneous calculation of taxes and all differences arising out shall be fully borne by the Successful Bidder. However, any subsequent changes in rates or structure of applicable taxes by the Government at any time during execution/evaluation period shall be passed to the Procuring Agency.

### **14 Announcement of Bid Evaluation Report**

- 14.1 Bids/Offer including Technical Proposal/Financial Proposals to be evaluated by the Committee constituted by the SMIU for the purpose.
- 14.2 The Bid Evaluation Report shall be announced and shall be hoisted on websites of the Authority and Procuring Agency and intimated to all the bidders at least three (3) working days prior to the award of Contract.

### **15 Award of Contract: -**

- 15.1 The bidder whose offered rate is found lowest amongst other technically qualified bidders shall be considered for acceptance of the offer provided that it fulfills the laid down terms and conditions of the tender, irrespective of their score in the previous step.
- 15.2 In case of tie among two or more bidders in financial bid with identical offered rate, the contract shall be awarded to the bidder who shall obtain the highest points / marks in technical evaluation report.
- 15.3 SMIU reserve rights to cancel any/all bids, subject to the relevant provisions of SPP Rules 2010 (Amended upto date).

### **16 Signing of Contract: -**

- 16.1 In case of award, the contractor shall sign the contract on appropriate stamp paper. All charges including payment of duty shall be borne by the Contractor.

### **17 Period of Contract: -**

- 17.1 Initially contract shall be signed for a period of 12 months (01 year), however, SMIU at its own discretion can extend the period of contract for a further 12 months or till the finalization of new tender, whichever comes first.

### **18 Bid Security / Performance Guarantee: -**

The Bidder shall enclose the **Bid Security not less than 2.5% of the total contract value of the 12 months (one year)** in the shape of Deposit at Call or Pay Order or Demand Draft or a Bank Guarantee in favour of SMI University, Karachi issued by a scheduled bank in Pakistan valid for a period of 28 days beyond the bid validity period. The Bid Security shall be attached with the Financial Proposal.

The Bid Security of unsuccessful bidder shall be returned after award of contract or within one week of expiry of bid.

- 18.1 The Successful bidder shall submit the **Performance Security / Guarantee not less than 10% of the total contract value of the 12 months (one year)** in the shape of Deposit at Call or Pay Order or Demand Draft or a Bank Guarantee in favour of SMI University, Karachi issued by a scheduled bank in Pakistan valid for a period of ninety (90) days beyond the date of completion / expiry of the contract.
- 18.2 The Bid Security of successful bidder shall be returned after receipt of Performance Security / Guarantee. However, the successful bidder can adjust the Bid Security towards Performance Guarantee, in this situation; the successful bidder shall submit the balance amount on account of Performance Guarantee.
- 18.3 The Performance Security / Guarantee shall be forfeited, in case of bidder fails to provide the satisfactory services. The Performance Security / Guarantee of the bidder shall be returned after expiry of contract period.

### **19 Commencement of Services: -**

- 19.1 Services shall be commenced from the date of signing of contract agreement.

## **20 General Conditions: -**

- 20.1 A prospective bidder requiring any clarification(s) may notify to SMIU or an Officer authorized on its behalf in writing. The SMIU or concerned Officer authorized on its behalf will respond to any request for clarification, which is received well before 05 working days or more to the deadline set for the submission of bids. Copies of SMIU response will be forwarded to prospective companies (if not already clarified in the tender document or deemed necessary for the company).
- 20.2 It will be the responsibility of the Bidder that all factors have been investigated and considered while submitting the Bid and no claim whatsoever including those of financial adjustments to the contract / Letter of Acceptance awarded under this Bid Process will be entertained by the SMIU. Neither any time schedule, nor financial adjustments arising thereof shall be permitted on account of failure by the Bidder.
- 20.3 Bidder shall comply with all Pakistani Laws, permits, codes and regulation applicable to the bidder's performance of services. Bids against the Government Rules and Policy, Conditional Bids, Telegraphic Bids, Bids not accompanied by Bid Security of required amount and form, bids received after specific date and time and bids of Black Listed firms will not be considered and will be rejected.
- 20.4 Bidder will follow the disciplinary rules of the SMIU.
- 20.5 ACs will be repaired on complain basis each month and bill for the actual ACs repaired will be submitted by the contractor at the end of each month duly signed by the end-user for release of payment.
- 20.6 The SMIU reserves the right to increase / delete the number of **Air Conditioning / Package Units** to be covered on the same rates and terms and condition of the Contract Agreement.
- 20.7 It must be clearly understood that the Terms and Conditions and Specifications are intended to be strictly enforced. No escalation of cost except arising from increase in quantity by the Bidder on the demand and approval of the Competent Authority of SMIU will be permitted throughout the contract period.
- 20.8 The tenderer should be fully and completely responsible for all the deliveries and deliverables to the SMIU. Bidder shall not claim or charge transportation, loading / unloading, labor or any other charges related to or in the name of logistics, accidents, insurance, freight etc.
- 20.9 Bidder shall be responsible for remedying the defect(s) on the same date on which complaint was launched (within 24 hours)
- 20.10 Bidders are also required to state, in their proposals, the name, title, contact number (landline, mobile), fax number and e-mail address of the bidder's authorized representative through whom all communications shall be directed until the process has been completed or terminated.
- 20.11 Failure to supply required items / services within the specified schedule will invoke penalty as imposed by the competent authority of SMIU.
- 20.12 SMIU will not be responsible for any costs or expenses incurred by bidders in connection with the preparation or delivery of bids.
- 20.13 The Bidder will provide the Monthly Repair and Maintenance Report to the nominated person of SMIU.
- 20.14 Bidder shall not be allowed to alter or modify his bid after the opening of the bids. However, the procuring agency may seek and accept clarification to the bid that do not change substances of the bids.
- 20.15 The Bids shall be evaluated in accordance with the specified evaluation / eligibility / qualification / responsiveness criteria and terms & conditions of the bidding document.
- 20.16 Bidding Documents shall take precedence, in case of discrepancies between the Invitation for Bids (IFB) /Notice Inviting Tender (NIT) and the Bidding Documents.
- 20.17 Bidder will depute the supervisors and other adequate staff for carrying out the desired services.
- 20.18 Bidder will be liable for any loss or damage caused by any act or default on the part of his servant or employee to the said premises and / or SMIU property on which decision of SMIU will be final.
- 20.19 During the currency of the contract, the firm will provide goods and services as per terms and conditions, to be settled later on in the shape of contract agreement.

## **21 Payment: -**

- 21.1 Payment shall be processed on monthly basis for actual number of ACs repaired by the contractor.
- 21.2 Due payment will be made after completion of each month.
- 21.3 The Service Provider required to submit the following documents along with bill:
- The contractor shall submit his bill in the prescribed form duly approved by competent authority.
  - Invoice with covering letter, both duly signed and stamped by authorized officer.
  - Original satisfactory performance certificate issued by the end-user.
  - Evidence / support of all claims in bills.
  - Any other details/documents, if required by SMIU.

## **22 Redressal of Grievances by the Procuring Agency: -**

- 22.1 Redressal of Grievances & settlement of dispute will be as per Rule 31 of SPPRA Rule-2010 (Amended upto date).

**23**      **Cancellation of Contract: -**

23.1      If the contractor fails to provide the satisfactory services, the SMIU shall be entitled at his option to cancel the contract and recover the damages besides forfeiture of Performance Guarantee. The SMIU shall not be liable to any risks and costs whatsoever in consequence of such cancellation of the contract.

**24**      **Dispute Resolution: -**

24.1      Any difference or dispute or liability of whatsoever nature arising out of the contract or in any way relating to the contract or to its construction or fulfillment should be settled as far as possible, amicably between the SMIU and Contractor. The mediation in the case of dispute shall be carried out by the office of Registrar SMIU.

**25**      **Applicable Laws: -**

25.1      The Contract shall be governed by the Laws of Pakistan and the Courts of Karachi – Pakistan shall have exclusive jurisdiction.

## **BID FORM / PRICE SCHEDULE**

<b>S.No.</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Rate (PKR)</b>	<b>Amount (PKR)</b>
1	Performing Master services of 1.5 Ton Split Air-Conditioners complete in Indoor and Outdoor with all respect. As Approved By In charge.	102	Nos		
2	Supplying, fixing and Installation of 1.5 Evaporative Indoor Cooling coil with complete fitting and Gas Charging.As Approved by incharge	16	Nos		
3	Repairing and Gas charging of 1.5 ton split Air-Conditioner complete indoor and outdoor. As approved by incharge	45	Nos		
4	Replacing and installation of outdoor Compressor of 1.5 ton split Air-Conditioner with complete Gas charging. As approved by incharge	6	Nos		
5	Replacing and installation of Indoor power circuit of 1.5 ton split Air conditioner.as approved by incharge	22	Nos		
6	Replacing and installation of Indoor fan Motor of 1.5 ton split Air conditioner.as approved by incharge	5	Nos		
7	Replacing and installation of Indoor fan Motor of 1.5 ton split Air conditioner.as approved by incharge	9	Nos		
8	Repairing and Gas charging of 1.5 ton 30 ltrs steel body water dispenser complete indoor and outdoor. As approved by incharge	7	Nos		
<b>Grand Total (PKR) (inclusive of all applicable taxes)</b>					

**GRAND TOTAL** *(in words)*

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Signature of contractor & seal

University Procurement Committee



**INTEGRITY PACT  
(AFFIDAVIT)**

M/s. \_\_\_\_\_, the service provider hereby declared that:

- (a) Its intention not to obtain the procurement / services / work of any contract, right, interest, privilege, or other obligation or benefit from the SMIU or any administrative or financial offices thereof or any other department under the control of the SMIU through any corrupt practice(s).
- (b) Without limiting the generality of the forgoing the bidder / company / firm / agency represents and warrants that it has fully declared the charges, fees, commission, taxes, levies etc, paid or payable to anyone and not give nor agreed to give and shall not give or agree to give to anyone within the SMIU directly or indirectly through any means any commission, gratification, bribe, gifts, kickback whether described as consultation fee or otherwise, with the object of obtaining or including the procurement or service contract or order or other obligations whatsoever from the SMIU, except that which has been expressly declared pursuant hereto.
- (c) The bidder / company / firm / agency / accepts full responsibility and strict liability for making any false declaration / statement, not making full disclosure, misrepresenting facts or taking any action likely to degrade the purpose of declaration, representation and warranty. It agrees that any contract / order obtained aforesaid shall without prejudice to any other right & remedies available to the SMIU under any law, contract, or other instrument, be stand void at the discretion of the SMIU.
- (d) Notwithstanding any right and remedies exercised by the SMIU in this regard, bidder / company / firm / agency agrees to indemnify the SMIU for any loss or damage incurred by it on account of its corrupt business practice & further pay compensation to the SMIU in any amount equivalent to the loss of any commission, gratification, bribe, gifts, kickback given by the bidder / company / firm / supplier / agency / service provider as a fore said for the purpose of obtaining or inducing procurement / work / service or other obligation or benefit in whatsoever from the SMIU.

SMI University  
Signature & Seal

(Name of Security Firm)  
Signature & Seal

**Note:** This integrity pact is mandatory requirement other than auxiliary services / works.

**FORM OF CONTRACT**  
**(Specimen purpose only)**

THIS AGREEMENT made on this \_\_\_\_\_ day of \_\_\_\_\_ 2022 between M/s. \_\_\_\_\_  
\_\_\_\_\_  
(Name and Address of the Contractor)  
(hereinafter referred to as the CONTRACTOR, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the ONE PART and the SMI UNIVERSITY, KARACHI (herein after referred to as the SMIU, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the OTHER PART.

WHEREAS the Contractor is a service provider  
AND

WHEREAS the SMIU is procuring agency. The SMIU intends to hire firm for \_\_\_\_\_, therefore, invited bidsthrough **N.I.T**  
**NO.** \_\_\_\_\_.

WHEREAS the Contractor (successful bidder) submitted his bid vide \_\_\_\_\_ in accordance with the bid document and was selected as “successful bidder” pursuant to the bidding process and negotiation on contract prices, awarded the “Letter of Acceptance / Intent” (LoA/LoI) No.to the Contractor on \_\_\_\_\_.

BOTH THE PARTIES HERETO agree to abide the terms and conditions as mentioned in:

**(Conditions of Contract) of Tender Document**

\_\_\_\_\_

\_\_\_\_\_  
(Signature of Contractor / Authorized Representative)  
Name: \_\_\_\_\_  
Designation: \_\_\_\_\_  
Address: \_\_\_\_\_  
Seal: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Authorized Officer of the SMIU)  
Name: \_\_\_\_\_  
Designation: \_\_\_\_\_  
Address: \_\_\_\_\_  
Seal: \_\_\_\_\_

**WITNESS – 1**

Name: \_\_\_\_\_  
CNIC#: \_\_\_\_\_  
Address: \_\_\_\_\_

**WITNESS – 2**

Name: \_\_\_\_\_  
CNIC#: \_\_\_\_\_  
Address: \_\_\_\_\_