Bidding Documents(Single Stage-Two Envelope Bidding Procedure)

Repair / Renovation of Civil Work at A.G.P.R Sub-Office University Road Near NIPA at Karachi

[April 22, 2025]

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A.G.P.R (SUB-OFFICE), KARACHI INVITATION FOR BIDS

- i. Accountant General Pakistan Revenues (AGPR) Sub-Office Karachi "Employer" invites sealed bids from Contractors/Firms/JV registered with Pakistan Engineering Council (PEC) Registration in Category C-6 and above with relevant codes e.g. (CE-10) and registered with e-Pak Acquisition Disposal System (EPADS) for E-Procurement for the "Repair / Renovation of Civil Work at A.G.P.R Sub-Office University Road Near NIPA at Karachi" estimated cost Rs.6.720 (Million).
- ii. Single Stage Two Envelope bidding process will be adopted. Bidding Documents containing detailed terms and conditions can be downloaded from Federal Public Procurement Regulatory Authority (PPRA) website www.ppra.org.pk.
- iii. The Bidding documents can be purchased on cash payment of **Rs.3,000/-** (Rupees Three Thousand Only) non refundable from the Accounts Officer Admin-II of this office from **28-04-2025** (**Monday**), during office hours.
- iv. The Contractors/Firms shall have valid registrations with FBR and included in active taxpayer list maintained by FBR.
- v. All duties, taxes, insurance and other levies payable by the Contractor/ Firms under the Contract, or for any other cause shall be included in the rates and prices and the total Bid price submitted by a Contractors/ Firms.
- vi. Government shall deduct taxes at the rate prescribed under taxes laws of Pakistan, from all payments for services rendered by a Contractor/ Firm signing a contract.
- vii. All bids accompanied by a Bid security amounting to Rs.200,000/- and all other documents as specified in the Bidding Documents must reach at the office of Branch Officer (Admin-II), AGPR Sub-Office, Karachi, on or before 13-05-2025, Tuesday at 11:00 A.M.
- viii. The Technical Bids will be opened on 13-05-2025, Tuesday at 11:30.A.M in the presence of the bidders representative who choose to attend at the same address. This advertisement along with instructions is available on website www.ppra.org.pk.

Branch Officer (Admin-II) A.G.P.R

Sub-Office, University Road, Karachi. Tel: (021) 99244027 quickdgpr@gmail.com **INSTRUCTIONS TO BIDDERS**

INSTRUCTIONS TO BIDDERS

(Note: These Instructions to Bidders along with Bidding Data will not be part of the Contract and will cease to have effect once the contract is signed.)

A. GENERAL

IB.1 Scope of Bid

- 1.1 The AGPR Sub-Office Karachi wishes to receive bids for the Design, Supply, Installation, Testing & Commissioning of net-metering based solar PV system as described in these Bidding Documents, and summarized in the Bidding Data hereinafter referred to as the "Works".
- 1.2 The Successful Bidder will be expected to complete the Works within the time specified in Appendix-A to the Bid.

IB.2 Source of Funds

2.1 The Employer has available to it sufficient resources / funds to completely finance the supply, construction and completion of the Works.

IB.3 Eligible Bidders

3.1 This Invitation for Bids is open to all bidders registered with Pakistan Engineering Council, (PEC) in the relevant category and field of specialization to the value of work.

IB.4 One Bid per Bidder

4.1 Each bidder shall submit only one bid either by himself, or as a partner in a Joint Venture. A bidder who submits or participates in more than one bid (other than alternatives pursuant to Clause IB.16) will be disqualified.

IB.5 Cost of Bidding

5.1 The bidders shall bear all costs associated with the preparation and submission of their respective bids and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

IB.6 Site Visit

- 6.1 The bidders may visit and examine the Site of Works and its surroundings and obtain for themselves on their own responsibility all information that may be necessary for preparing the bid and entering into a contract for the works. All cost in this respect shall be at the bidder's own expense.
- 6.2 The bidders and any of their personnel or agents will be granted permission by the AGPR Sub-Office Karachi to enter upon its premises and lands for the purpose of such inspection, but only upon the express condition that the bidders, their

personnel and agents, will release and indemnify the Employer, his personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of such inspection.

B. BIDDING DOCUMENTS

IB.7 Contents of Bidding Documents

- 7.1 The Bidding Documents, in addition to invitation for bids, are those stated below and should be read in conjunction with any Addenda issued in accordance with Clause IB.9.
 - 1. Instructions to Bidders;
 - 2. Bidding Data;
 - 3. Letters of Technical Bid & Price Bid;
 - 4. Appendices to Bid;
 - 5. Conditions of Contract;
 - 6. Contract Data:
 - 7. Form of Bid Security;
 - 8. Form of Performance Security;
 - 9. Form of Advance Payment Guarantee;
 - 10. Form of Contract Agreement;
 - 11. Specifications & Employer Design.
- 7.2 The bidders are expected to examine carefully the contents of all the above Bidding Documents. Failure to comply with the requirements of bid submission will be at the Bidder's own risk. Pursuant to Clause IB.26, bids which are not substantially responsive to the requirements of the Bidding Documents will be rejected.

IB.8 Clarification of Bidding Documents

8.1 Any prospective bidder requiring any clarification(s) in respect of the Bidding Documents may notify the AGPR Sub-Office Karachi in writing at the AGPR Sub-Office Karachi address indicated in the Invitation for Bids. The A.G.P.R Sub-Office Karachi will respond to any request for clarification which he receives at least five (5) days prior to the deadline for submission of bids.

IB.9 Amendment of Bidding Documents

- 9.1 At any time prior to the deadline for submission of bids, the AGPR Sub-Office Karachi may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by issuing addendum..
- 9.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub-Clause 7.1 hereof and shall be communicated in writing to all purchasers of the Bidding Documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the AGPR Sub-Office Karachi.

9.3 To afford prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the AGPR Sub-Office Karachi may extend the deadline for submission of bids in accordance with Clause IB.20

C. PREPARATION OF BIDS

IB.10 Language of Bid

10.1 The bid and all correspondence and documents related to the bid exchanged by a bidder and the AGPR Sub-Office Karachi shall be in the bid language stipulated in the Bidding Data and particular Conditions of Contract. Supporting documents and printed literature furnished by the bidders may be in any other language provided the same are accompanied by an accurate translation of the relevant parts in the bid language, in which case, for purposes of evaluation of the bid, the translation in bid language shall prevail.

IB.11 Documents Comprising the Bid

- 11.1 The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Bid and the other Price Bid, containing the documents listed in Bidding Data under the heading of 11.1 A & B respectively. Both envelopes to be enclosed together in an outer single envelope called the Bid. Each bidder shall furnish all the documents as specified in Bidding Data at 11.1 A & B.
- 11.2 Bids submitted by a Joint Venture (JV) shall include a copy of the JV Agreement entered into by all partners. Alternatively, a letter of intent to execute a JV Agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed agreement. The role to be played by each partner to be specified therein. Bids submitted by a JV of two (2) or more firms shall comply with the following requirements:
 - (a) In case of successful bid, the form of JV Agreement shall be signed and be registered as per law so as to be legally binding on all partners within four
 (4) days of the receipt of Letter of Acceptance failing which the contract and the Letter of Acceptance shall stand void and redundant.
 - (b) One of the JV partners shall be nominated as being in charge who must be registered with PPIB under AEDB (Certification) Regulations 2021 and this Authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the JV partners. In case of a company submitting chain of Authority including board resolution to this effect or any authorization required under the law shall be mandatory.
 - (c) The partners-in-charge shall always be duly authorized to deal with the Employer regarding all matters related with and/or incidental to the execution of Works as per the terms and conditions of JV Agreement and in this regard to incur any and all liabilities, receive instructions, give binding undertakings and receive payments on behalf of the JV.

- (d) All partners of the JV shall at all times and under all circumstances be liable jointly and severally for the execution of the Contract in accordance with the Contract terms and a statement to this effect shall be included in the authorization mentioned under Sub-Para (b) above as well as in the Form of Bid and in the Form of JV Agreement (in case of a successful bid):and
- (e) A copy of JV Agreement shall be submitted before signing of the Contract, stating the conditions under which JV will function, its period of duration, the persons authorized to represent and obligate it and which persons will be directly responsible for due performance of the Contract and can give valid receipts on behalf of the JV, and any other information necessary to permit a full appraisal of its functioning. The JV agreement shall be deemed part of the Contract. No amendments/modifications whatsoever in the JV agreement shall be agreed to between the JV partners without prior written consent of the Employer.
- 11.3 The Bidder shall furnish, as part of the Technical Bid, a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in the Bidding Forms, in sufficient detail to demonstrate the adequacy of Bidders' proposal to meet the Works requirements and the completion time referred to in sub-clause 1.2 hereof.

IB.12 Bid Prices

- 12.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole of the Works as described in Sub-Clause 1.1 hereof, based on lump sum price of the Works. The criteria for evaluation of bids are provided in the Bidding Data.
- All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause shall be included in the rates and prices and the total Bid Price submitted by a bidder. After the date of bid submission deadline, any additional / reduced duties, taxes and levies due to subsequent additions or changes in legislation shall be reimbursed / deducted.

IB.13 Currencies of Bid and Payment

13.1 The price of the Works shall be quoted by the bidders entirely **in Pak rupees**.

IB.14 Bid Validity

- 14.1 Bids shall remain valid for the period stipulated in the Bidding Data after the Date of Bid Opening specified in Clause IB.23.
- 14.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request that the bidders extend the period of validity for a specified additional period which shall in no case be more than the original bid validity period. The request and the responses thereto shall be made in writing. A

bidder may refuse the request without forfeiting his Bid Security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his Bid Security for the period of the extension, and in compliance with Clause IB.15 in all respects.

IB.15 Bid Security

- 15.1 Each bidder shall furnish, as part of his bid, a Bid Security in the amount stipulated in the Bidding Data in Pak Rupees.
- 15.2 The Bid Security shall be, at the option of the bidder, in the form of Demand Draft, Call Deposit Receipt, Pay Order or a Bank Guarantee issued by a Scheduled Bank in Pakistan in favour of and acceptable to the Employer valid for a period thirty (30) days beyond the Bid Validity date.
- 15.3 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer as non-responsive.
- 15.4 The bid securities of unsuccessful bidders will be returned as promptly as possible, **but not later than fifteen (15) days** after the expiration of the period of Bid Validity.
- 15.5 The Bid Security of the Successful Bidder will be returned when the bidder has furnished the required Performance Security and signed the Contract.
- 15.6 The Bid Security may be forfeited:
 - (a) If the bidder withdraws his bid except as provided in Sub-Clause 22.1;
 - (b) If the bidder does not accept the correction of his Bid Price pursuant to Sub-Clause 27.2 hereof; or
 - (c) In case of Successful Bidder, if he fails within the specified time limit to:
 - (i) Furnish the required Performance Security; or
 - (ii) Sign the Contract.
 - (iii) Furnish the required JV agreement within four (4) Days of the receipt of Letter of Acceptance.

IB.16 Alternate Proposal by Bidder

16.1 Should any bidder consider that he can offer any advantages to the Employer by a modification to the specifications or other conditions, he may, in addition to his bid to be submitted in strict compliance with the Bidding Documents, submit any Alternate Proposal(s) containing (a) relevant design specifications/calculations; (b) technical specifications; (c) proposed construction methodology; and (d) any other relevant details / conditions, provided always that the total sum entered on the Form of Bid shall be that which represents complete compliance with the Bidding Documents. The technical details and financial implications involved are to be submitted in two separate sealed envelopes as to be followed in main bid proposals.

16.2 Alternate Proposal(s), if any, of the lowest evaluated responsive bidder in sole discretion of the Employer may only be considered by the Employer as the basis for the award of Contract to such bidder.

IB.17 Pre-Bid Meeting

- 17.1 The Employer may, on his own motion/discretion or at the request of any prospective bidder(s), hold a pre-bid meeting to clarify issues and to answer any questions on matters related to the Bidding Documents. The date, time and venue of pre-bid meeting is as stipulated in the Bidding Data. All prospective bidders or their authorized representatives shall be invited to attend such a pre-bid meeting.
- 17.2 The bidders are requested to submit questions, if any, in writing so as to reach the Employer not later than three (3) days before the proposed pre-bid meeting.
- 17.3 Minutes of the pre-bid meeting, including the text of the questions raised and the replies given, will be transmitted without delay to all purchasers of the Bidding Documents. Any modification of the Bidding Documents listed in Sub-Clause 7.1 hereof which may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause IB.9 and not through the minutes of the pre-bid meeting.
- 17.4 Absence at the pre-bid meeting will not be a cause for disqualification of a bidder.

IB.18 Format and Signing of Bid

- 18.1 Bidders are particularly directed that the amount entered on the Form of Bid shall be for performing the Contract strictly in accordance with the Bidding Documents
- 18.2 All appendices to Bid are to be properly completed and signed.
- 18.3 No alteration is to be made in the Form of Bid nor in the Appendices thereto except in filling up the blanks as directed. If any such alterations be made or if these instructions be not fully complied with, the bid may be rejected.
- 18.4 Each bidder shall prepare by filling out the forms completely and without alterations one (1) original and one (1) copy of the documents comprising the bid and clearly mark them "ORIGINAL" and 'COPY" as appropriate. In the event of discrepancy between them, the original shall prevail.
- 18.5 The original and the copy of the bid shall be typed or written in indelible ink (in the case of copies, Photostats are also acceptable) and shall be signed by a person or persons duly authorized to sign on behalf of the bidder. This authorization shall consist of a written confirmation as specified in the Bidding Data and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, except for un-amended printed literature, shall be signed or initiated by the person signing the bid.

- 18.6 The bid shall contain no alterations, omissions or additions, except to comply with instructions issued by the Employer, or as are necessary to correct errors made by the bidder, in which case such corrections shall be initialled by the person or persons signing the bid.
- 18.7 Bidders shall indicate in the space provided in the Form of Bid their full and proper addresses at which notices may be legally served on them and to which all correspondence in connection with their bids and the Contract is to be sent.
- 18.8 Bidders should retain a copy of the Bidding Documents as their file copy.

D. SUBMISSION OF BIDS

IB.19 Sealing and Marking of Bids

- 19.1 Each bidder shall submit his bid as under:
 - (a) ORIGINAL and the copy of the Bid shall be separately sealed and putin separate envelopes and marked as such.
 - (b) The envelopes containing the ORIGINAL and copy will be put in one sealed envelope and addressed / identified as given in Sub- Clause 19.2 hereof
 - (c) The technical bid should comprise of documents listed in 11.1 (A) of Bidding Data & the Price Bid should comprise of documents listed in 11.1 (B) of Bidding Data which shall be placed in separate envelops in accordance with 11.1.
- 19.2 The inner and outer envelopes shall:
 - (a) Be addressed to the Employer at the address provided in the Bidding Data;
 - (b) Bear the name and identification number of the tender as defined in the Bidding Data; and
 - (c) Provide a warning not to open before the time and date for bid opening, as specified in the Bidding Data.
- 19.3 In addition to the identification required in Sub- Clause 19.2 hereof, the inner envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared "late" pursuant to Clause IB.21.
- 19.4 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

IB.20 Deadline for Submission of Bids

- 20.1 (a) Bids must be received by the Employer at the address specified no later than the time and date stipulated in the Bidding Data or such extended deadline as the Employer has duly notified in accordance with Clause IB.9.
 - (b) Bids with charges payable will not be accepted, nor will arrangements be undertaken to collect the bids from any delivery point other than that specified

above. Bidders shall bear all expenses incurred in the preparation and delivery of bids. No claims will be entertained for refund of such expenses.

- (c) Where delivery of a bid is by mail and the bidder wishes to receive an acknowledgment of receipt of such bid, he shall make a request for such acknowledgment in a separate letter attached to but not included in the sealed bid package.
- (d) Upon request, acknowledgment of receipt of bids will be provided to those making delivery in person or by messenger.
- 20.2 The Employer may, at his discretion, extend the deadline for submission of bids by issuing an amendment in accordance with Clause IB.9, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

IB.21 Late Bids

- 21.1 (a) Any bid received by the Employer after the deadline for submission of bids prescribed in Clause IB.20 will be returned unopened to such bidder.
 - (b) Delays in the mail, delays of person in transit, or delivery of a bid to the wrong office shall not be accepted as an excuse for failure to deliver a bid at the proper place and time. It shall be the bidder's responsibility to determine the manner in which timely delivery of his bid will be accomplished either in person, by messenger or by mail.

IB.22 Modification, Substitution and Withdrawal of Bids

- 22.1 Any bidder may modify, substitute or withdraw his bid after bid submission provided that the modification, substitution or written notice of withdrawal is received by the Employer prior to the deadline for submission of bids.
- 22.2 The modification, substitution, or notice for withdrawal of any bid shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause IB.19 with the outer and inner envelopes additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" as appropriate.
- 22.3 No bid may be modified by a bidder after the deadline for submission of bids except in accordance with Sub-Clauses 22.1 and 27.2.
- 22.4 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security in pursuance to Clause IB.15.

E. BID OPENING AND EVALUATION FOR SINGLE STAGE TWO ENVELOPE BIDDING PROCEDURE

IB.23 Bid Opening

- 23.1 The Employer will open the Technical Bids in public at the address, date and time specified in the Bidding Data in the presence of Bidders' designated representatives and anyone who choose to attend. The Price Bid will remain unopened and will be held in custody of the Employer until the specified time of their opening.
- 23.2 First, envelopes marked "WITHDRAWALS" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawals shall be permitted unless the corresponding withdrawal Notice contains a valid authorization to request the withdrawal and is read out at bid opening.
- 23.3 Second, outer envelopes marked "SUBSITUTION" shall be opened. The inner envelopes containing the substitution Technical Bid and/or Substitution Price Bid shall be exchanged for the corresponding envelopes being substituted, which are to be returned to the Bidder unopened. Only the Substitution Technical Bid, if any, shall be opened, read out, and recorded. Substitution Price Bid will remain unopened in accordance with IB 23.1. No envelope shall be substituted unless the corresponding.
- 23.4 Next, outer envelopes marked "MODIFICATION" shall be opened. No Technical Bid and /or Price Bid shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of Technical Bids. Only the Technical Bids, both Original as well as Modification, are to be opened, readout, and recorded in accordance with IB 23.1. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidders signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

IB.24 Process to be Confidential

Information relating to the examination, clarification, evaluation and comparison of bid and recommendations for the award of a contract shall not be disclosed to bidders or any other person not officially concerned with such process before the announcement of bid evaluation report which shall be done at least seven(07) days prior to issue of Letter of Acceptance. The announcement to all Bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated. Any effort by a bidder to influence the Employer's processing of bids or award decisions may result in the rejection of such bidder's bid. However, any bidder feeling aggrieved may lodge a written complaint concerning his grievances within seven (07) days of announcement of technical evaluation report and five (05) days after issuance of final evaluation report; however mere fact of lodging a complaint shall not warrant suspension of the procurement process.

IB.25 Clarification of Bids

- 25.1 To assist in the examination, evaluation and comparison of bids, the Employer may, at his discretion, ask any bidder for clarification of his bid. The request for clarification and the response shall be in writing but no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids in accordance with Clause IB.28.
- 25.2 If a bidder does not provide clarifications of its Bid by the date and time set in the Employer's request for clarification, its bid may be rejected.

IB.26 Examination of Bids and Determination of Responsiveness

- 26.1 Prior to the detailed evaluation of bids, the Employer will determine whether each bid is substantially responsive to the requirements of the Bidding Documents.
- A substantially responsive bid is one which (i) meets the eligibility and qualification criteria under the Bidding Documents; (ii) has been properly signed; (iii) is accompanied by the required Bid Security; and (iv) conforms to all the terms, conditions and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one (i) which affect in any substantial way the scope, quality or performance of the Works; (ii) which limits in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the bidder's obligations under the Contract; or (iii) adoption/rectification whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids. Only substantially responsive bids shall be considered for further evaluation.
- 26.3 If a bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of then onconforming deviation or reservation. The Employer may, however, seek confirmation / clarification in writing which shall be responded in writing.

IB.27 Correction of Errors

- 27.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors and where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.
- 27.2 The amount stated in the Form of Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and with the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected Bid Price, his Bid will be rejected, and the Bid Security shall be forfeited in accordance with Sub- Clause 15.6(b) hereof.

IB.28 Evaluation and Comparison of Bids

- 28.1 The Employer will evaluate and compare only those Bids which are substantially responsive in accordance with Clause IB.26.
- 28.2 In evaluating the Bids, the Employer will determine for each Bid the evaluated

- Bid Price by adjusting the Bid Price for errors pursuant to Clause IB.27.
- 28.3 The estimated effect of the price adjustment provisions of the Conditions of Contract due to Variation, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.

F. AWARD OF CONTRACT

IB.29 Award

- 29.1 Subject to Clauses IB.30 and IB.34, the Employer will award the Contract to the bidder whose bid has been determined by the Employer to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such bidder has been determined to be eligible in accordance with the provisions of Clause IB.3 and qualify pursuant to criteria provided in the Bidding Documents.
- 29.2 The Employer, at any stage of the bid evaluation, having credible reasons for or prima facie evidence of any defect in supplier's or contractor's capacities, may require the suppliers or contractors to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not:

Provided that such qualification shall only be laid down after recording reasons therefore in writing. They shall form part of the records of that bid evaluation report.

IB.30 The Employer's Right to Accept any Bid and to Reject any or all Bids

30.1 Notwithstanding anything contained herein, the Employer reserves the right to accept or reject any Bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidders or any obligation except that the grounds for rejection of all bids shall upon request be communicated to any bidder who submitted a bid, without justification of grounds. Rejection of all bids shall be notified to all bidders promptly.

IB.31 Notification of Award

- 31.1 Prior to expiration of the period of bid validity prescribed by the Employer, the Employer will notify the successful bidder in writing ("Letter of Acceptance") that his Bid has been accepted. This letter shall name the sum which the Employer will pay the Contractor in consideration of the execution and completion of the Works by the Contractor as prescribed by the Contract Agreement (hereinafter and in the Conditions of Contract called the "Contract Price").
- 31.2 No Negotiation with the bidder having evaluated as lowest responsive or any other bidder shall be permitted.

- 31.3 The notification of award and its acceptance by the bidder will constitute the formation of the contract, binding the Employer and the bidder till signing of the formal Contract.
- 31.3 Upon furnishing by the successful bidder of a Performance Security, the Employer will promptly notify the other bidders that their Bids have been unsuccessful and return their bid securities.

IB.32 Performance Security

- 32.1 The successful bidder shall furnish to the Employer a Performance Security in the form and the amount stipulated in the Bidding Data and the Conditions of Contract within a period of seven (7) working days after the receipt of Letter of Acceptance.
- Failure of the successful bidder to comply with the requirements of Sub-Clause IB.32.1 or Clauses IB.33 or IB.35 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

IB.33 Signing of Contract Agreement

33.1 Simultaneously with the furnishing of acceptable Performance Security under the Conditions of Contract, the formal Contract Agreement between the Employer and the Successful Bidder(s) shall be executed.

IB.34 General Performance of the Bidders

The Employer reserves the right to obtain information regarding performance of the bidders on their previously awarded contracts/works. The Employer may in case of consistent poor performance of any Bidder as reported by the employers of the previously awarded contracts, inter-alia, reject his bid and/or take such action as may be deemed appropriate under the circumstances of the case including black listing of such Bidder.

IB.35 Integrity Pact

The Bidder shall sign and stamp the Integrity Pact provided at Appendix-E to Bid in the Bidding Documents for all Federal Government procurement contracts exceeding Rupees ten million. Failure to provide such Integrity Pact shall make the bidder non-responsive.

IB.36 Instructions not Part of Contract

Bids shall be prepared and submitted in accordance with these Instructions which are provided to assist bidders in preparing their bids, and do not constitute part of the Bid or the Contract Documents.

BIDDING DATA

BIDDING DATA

The information in this section is complementary to, amends or supplements the provisions in the Instructions to Bidders. Whenever there is conflict, the provisions herein shall take precedence over those in the Instructions to Bidders.

Reference to	Bidding Data			
instruction				
to Bidder	N 60 D 1 0 C 60 NV I			
IB-I	Name of the Project & Summary of the Works			
1.1	"Repair / Renovation of Civil Work at A.G."			
	Road Near NIPA at Karachi" estimated co			
	Works shall be performed/executes as per the Sp	<u>=</u>		
	Bidding Documents and approved Contractor Design as per the Conditions of			
1 1	Contract".			
1.1	Name and Address of Employer Accountant General Polyieten Payanues (AGPP) Sub Office University			
	Accountant General Pakistan Revenues (AGPR) Sub-Office, University			
IB-10	Road, Karachi.			
10.1	Bid Language: English			
IB-11	11.1 (A)			
11.1	11.1(A) The Bidder shall submit with its Technical Bid the following			
1111	documents:	near bla the following		
	documents.			
	()			
	(a) Letter of Technical Bid			
	(b) Bid Security	(IB.15)		
	(c) Written confirmation authorizing the signatory			
	of the Bid to commit the Bidder (IB.18.5)		
	(d) Pending litigation information			
	(e) Special Stipulations (as filled by the Employer)	(appendix–A)		
	(f) Proposed Construction Schedule	(appendix–E)		
	(g) Method of Performing the Work	(appendix–F)		
	(h) Availability of Critical Equipment	(appendix–G)		
	(i) List of Sub-contractors(as required)	(appendix–I)		
	(j) Organization Chart for Supervisory Staff	(appendix–K)		
	(k) Integrity Pact	(appendix–L)		
	(l) Financial Competence and Access to financial			
	Resources			
	(m) Past Performance, Current Commitment,			
		opendix–N)		
	11.1 (B)			
	The Bidder shall submit with its Price Bid the foll	owing documents:		
	(a) Letter of Price Bid	_		
	(b) Bill of Quantities (BOQ)(Appendix-E)			
IB-12	Bid Evaluation Criteria shall be as follows:			
	Lump sum lowest offered price for the design, supply, installation, testing &			
	commissioning of the Works.			
IB-14	Bid Validity			

1/1	Davied of Did Velidity shall be Sixty (60) days from the date of Did Opening				
Period of Bid Validity shall be Sixty-(60) days from the date of Bid Open					
IB-15					
	15.1 Amount of Bid Security shall be Rs. 200,000/-				
IB-17	Pre-Bid Meeting				
17.1	N/A				
IB-19	Address for the purpose of Bid submission:				
19.2 (a) Admin-II Section, Office of Accountant General Pakistan Reven					
	Office, University Road, Karachi				
IB-20	Deadline for submission of Bids:				
20.1	As specified in the invitation for Bids				
IB-32	Performance Security:				
32.1	10% of the Contract Price.				
	The Performance security shall be an irrevocable & unconditional bank				
	guarantee from any Scheduled Bank of Pakistan acceptable to the AGPR Sub-				
	Office Karachi strictly as per Form of Performance Security provided in the				
	Bidding Documents.				
	Following clauses are added in Instructions to Bidders:				
	IB.37 Sufficiency of Bid				
	Each Bidder shall be deemed to have satisfied fully, before submitting the				
	Bid, as to all aspects of the Works, correctness and sufficiency of his Bid and				
	price stated in the Price Bid which price shall, except in so far as it is				
	otherwise expressly provided in the Contract Agreement, cover all his				
	obligations under the Contract Agreement and all matters and things				
	necessary for the proper completion of Works.				
	Objections, excuses or claims made by the bidder after submission of his Bid				
	to the Employer shall not be entertained.				
	IB.38 Sub-Contractors Any Sub-Contractor is subject to the accontance of the Employer and the				
	Any Sub-Contractor is subject to the acceptance of the Employer and the				
	Sub-Contract shall be subject to the same Conditions of Contract as the main				
	Contract. A list, as set forth in Appendix "B" showing the name and address				
	and credentials of each proposed sub-Contractor, the type of work to be sub-				
	let and the reason for sub-letting shall be submitted with the Bid. Overall				
	responsibility of all Works, whether parts of it subcontracted or not, shall rest with the Bidder.				
	IB.39 Taxes & Duties				
	The Bidder shall obtain all information as to Pakistan Income Tax, Sales Tax,				
	Salaries Tax, Professional Tax, Company Tax, Municipal Octroi, Levies and				
	any other taxes imposed by the local bodies, export and import duties, import				
	surcharge, iqra surcharge, etc. and necessary permits and confirm the				
	requirements thereof at his own responsibility and include all such cost in his				
	Bid price. The quoted rate shall also include the cost of accepting the general				
	risks/liabilities and obligations set forth or implied in the Contract.				
	IB.40 Insurance				
	The Bidder shall estimate the amounts required to be provided for all the				
	insurances under the Contract from National Insurance Company Limited				
	(NICL), Pakistan in accordance with the laws applicable in Pakistan and the				
	Bid Price shall be deemed to include all such amounts.				
L	1				

CONDITIONS OF CONTRACT

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 therein.
- 1.1.2 "Specifications" means the minimum specifications of the equipment being parts of the net-metering based solar PV System as set out in the Bidding Documents and any Variation to such document.
- 1.1.3(A) "Employer Design" means the design of the net-metering based solar PV System as set out in the Bidding Documents and any Variation to such design.
- 1.1.3(B) "Contractor Design" means the design of the net-metering based solar PV System, prepared and submitted by the Contractor to the Employer under this Contract, based on the specifications of the offered equipment which design shall be in conformity with the Employer Design.

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 whose Bid has been accepted by the Employer and the legal successors in title to such person, but not (except with the consent of the Employer) any assignee of such person."
- 1.1.6 "Party" means either the Employer or the Contractor.

Dates, Times and Periods

- 1.1.7 "Commencement Date" means the date as mentioned in the Contract Data.
- 1.1.8 "Day" means a calendar day.
- 1.1.9 "Time for Completion" means the time for completion of 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 properly incurred (or to be incurred) by the Contractor, whether on or off the Site, including overheads and similar charges but does not include any allowance for profit.

Other Definitions

- 1.1.11 "Contractor's Equipment" means all machinery, apparatus and other things required for the execution of the Works but does not include Materials or System intended to form part of the Works.
- 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 situation beyond the control of a Party that is not foreseeable, is unavoidable and its origin is not due to negligence or lack of care on the part of such Party. Such events subject to the conditions as stated in the preceding sentence may include, but not be limited to, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 1.1.15 'Materials' means things of all kinds (other than System) to be supplied and incorporated in the Works by the Contractor.
- 1.1.16 "System" means the machinery and apparatus intended to form or forming part of the Works.
- 1.1.17 "Site" means the place mentioned in the Contract Data where the Works are to be executed, and any other place(s) specified in the Contract as forming part of the Site.
- 1.1.18 "Variation" means a change which is instructed by the Employer under Sub-Clause 10.1.
- 1.1.19 'Works' means any or all the works including design, supply, installation, construction, testing and commissioning of the System to be performed by the Contractor including temporary works and any Variation thereof.
- 1.1.20 "Engineer" means a qualified engineer/engineering firm appointed by the Employer to act as independent engineer for the purpose of the Contract for review of the Contractor Design, equipment inspection and verification of installed System.
- 1.1.21 "Letter of Acceptance" means the formal acceptance by the Employer of the Tender.
- 1.1.22 "Tender" means the Contractor's priced offer to the Employer for the

execution and completion of the Works and the remedying of any defects therein in accordance with the provisions of the Contract, as accepted by the Letter of Acceptance.

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 General Provisions of the Conditions of Contract.

1.4 **Law**

The rights and obligations of the Parties under the Contract shall be governed by laws of the 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 the Islamic Republic of Pakistan and shall give all notices and pay all fees and other charges in respect of the Works.

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 Contractor shall be exclusively responsible to apply for and obtain net metering license from NEPRA and relevant studies required by KE if so applicable. 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 **Employer's Instructions**

The Contractor shall comply with all instructions given by the Employer,

in respect of the Works including the suspension of all or part of the Works.

2.4 **Approvals**

No approval or consent or absence of comment by the Employer shall affect the Contractor's obligations required under the Contract.

3. EMPLOYER'S REPRESENTATIVES

The Employer shall appoint with precise scope of authority and notify in writing a duly authorized person to act for him and on his behalf for the purposes of this Contract. The details and precise scope of the authority of such authorised person shall be notified in writing to the Contractor immediately after the signing of the Contract.

4. THE CONTRACTOR

4.1 **General Obligations**

The Contractor shall carry out the Works as per the highest standards of workmanship in the solar industry and in accordance with the terms and conditions of the Contract. The Contractor shall provide all supervision, labour, materials, plant and Contractor's equipment which may be required for the execution of the Works and shall also arrange all permits and licenses at his own cost, required for installation, commissioning and operation of the System.

For avoidance of doubt, the Contractor shall arrange bi-directional meter for the System and bear all related costs.

4.2 Contractor's Representative

The Contractor shall appoint a representative at site on full time basis to supervise the execution of Works and to receive instructions on behalf of the Contractor but only after obtaining the consent of the Employer for such appointment which consent shall not be unreasonably withheld by the Employer. Such authorized representative may be substituted/ replaced by the Contractor at any time during the Contract Period but only after obtaining the consent of the Employer as aforesaid.

4.3 **Subcontracting**

The Contractor shall not subcontract the whole of the Works. The Contractor may subcontract any part of the Works subject to restriction stipulated in the Contract Data.

4.4 **Performance Security**

The Contractor shall furnish to the Employer within seven(07) working

days after receipt of Letter of Acceptance a Performance Security, in the form of irrevocable & unconditional Bank Guarantee from any Scheduled Bank of Pakistan acceptable to the Employer for the amount and validity specified in Contract Data.

5. DESIGN BY CONTRACTOR

5.1 Submission and Approval of ContractorDesign

The Contractor shall promptly submit the Contractor Design to the Employer for approval. Within seven (7) days of receipt, the 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 seven (7) days after the design has been submitted to the Employer or which has been rejected. Design that has been rejected shall be promptly amended and resubmitted.

5.2 **Responsibility for Design**

Notwithstanding that the Contractor Design is submitted and approved by the Employer, the Contractor shall solely remain responsible for his rendered design under this Contract, which shall not only be in strict conformity with the Employer Design and Specifications but also be fit for the intended purposes defined in the Contract. In addition, the Contractor shall also be solely responsible for any infringement of any patent or copyright in respect of such design.

6. EMPLOYER'S RISKS

6.1 The Employer's Risks

The Employer's Risks are: -

- a) Politically motivated riot, commotion or disorder by persons other than the Contractor's personnel and other employees including the personnel and employees of Sub-Contractors, directly affecting the Site and/or the Works;
- b) Use or occupation by the Employer of any part of the Works, except as may be specified in the Contract;
- c) Late handing over of Site;
- d) a suspension under Sub-Clause 2.3 unless it is attributable to the Contractor's failure; and
- e) Physical obstructions or physical conditions other than climatic conditions, encountered on the Site during the performance of the Works, for which the Contractor immediately notified to the

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Employer and accepted by the Employer.

6.2 Loss or Damage due to Employer's Risks

In the event of any such loss or damage happening from any of the risks defined in Sub-Clause 6.1 or force majeure, or in combination with other risks, the Contractor shall, if and to the extent required by the Employer, rectify the loss or damage and the Employer shall determine an addition to the Contract Price in accordance with Clause 10 and shall notify the Contractor accordingly. In the case of a combination of risks causing loss or damage any such determination shall take into account the proportional responsibility of the Contractor and the Employer.

7. TIME FOR COMPLETION

7.1 **Execution of the Works**

The Contractor shall commence the Works on the Commencement Date and shall proceed expeditiously and without delay and shall complete the Works, subject to Sub-Clause 7.3 below, within the Time for Completion as stated in the Contract Data.

7.2 **Programme**

Within the time stated in the Contract Data, the Contractor shall submit to the Employer a detailed programme for the Works incorporating the dates, which programme shall be in-line with the Proposed Construction Schedule submitted along with the Bid.

7.3 Extension of Time

The Contractor shall, within such time as may be reasonable under the circumstances, notify the Employer of any event(s) falling within the scope of Sub-Clause 6.1 or 10.3 of these Conditions of Contract and request the Employer for a reasonable extension in the time for the completion of Works. Subject to the aforesaid, the Employer shall determine such reasonable extension in the time for the completion of Works as may be justified in the light of the details/particulars supplied by the Contractor in connection with the such determination by the Employer within such period as may be prescribed by the Employer for the same; and the Employer shall extend the Time for Completion as determined.

7.4 **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 Contract Data for each day for which he fails to complete the Works.

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8. TAKING-OVER

8.1 **Notice of Completion by the Contractor**

The Contractor shall notify in writing to the Employer when he considers that the Works are complete in all aspects.

8.2 **Taking-Over Notice**

Within ten (10) days of receipt of notice of completion from the Contractor, the Engineer shall determine the conformity of the installed System with the approved Contractor Design and notify the Contractor through Employer that the Works are complete in accordance with the Contract. The Employer shall take over the Works upon the issue of this notice and issue Taking Over Certificate to the Contractor.

Alternatively, the Contractor shall be notified that the Works are not ready for taking over, stating the reasons accordingly. The Contractor shall then promptly complete any outstanding work and, subject to Clause 9, clear the site.

8.3 **Defect Liability Period**

Defect Liability Period shall be as stated in the Contract Data.

9. REMEDYING DEFECTS

9.1 **Remedying Defects**

The Employer may at any time prior to the expiry of the period stated in the Contract Data, notify the Contractor of any defects. The Contractor shall remedy at no cost to the Employer any defects due to the Contractor Design, Materials, System or workmanship not in accordance with the Contract.

The Cost of remedying 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 Employer may give instruction as to the uncovering and/or testing of any work. Unless as a result of an uncovering and/or testing it is established that the Contractor Design, Materials, System or workmanship are in accordance with the Contract, the Contractor shall be paid for such uncovering and/or testing as a Variation in accordance with Sub-Clause 10.2.

9.3 The Contractor at his own responsibility shall arrange all hoisting and

fixing equipment necessary for the satisfactory completion of work and shall make good any damage to the existing surface.

10. VARIATIONS AND CLAIMS

10.1 **Right to Vary**

The Employer may instruct Variations.

10.2 **Valuation of Variations**

Variations shall be valued at a lump sum price mutually agreed between the Parties.

10.3 **Early Warning**

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

To the extent of the Contractor's failure to notify, which results to the 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 of 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 Employer within fourteen (14) days of the occurrence of cause.

10.5 **Variation and Claim Procedure**

The Contractor shall submit to the Employer an itemized make-up of the value of Variations and claims within twenty-one (21) days of the instruction or of the event giving rise to the claim. The Employer shall check and if possible agree the value. In the absence of agreement on the claim, the Employer shall determine the value.

11. CONTRACT PRICE AND PAYMENT TERMS

11.1 **Contract Price**

The Contract price shall be as provided in the Contract Data.

11.2 **Payment Terms and Statements**

Subject to the terms and conditions of the Contract, the Contractor shall be entitled to be paid the Contract Price at such intervals as given 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 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 seven (07) days after receipt of the Employer's notice, the Employer may by a second notice given within a further fourteen(14) days, terminate the Contract. The Contractor shall then immediately demobilize from the Site leaving behind any and all Contractor's Equipment which the Employer instructs, in the second notice, to be used for the completion of the Works at the risk and cost of the Contractor.

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 fourteen (14) days after the Employer's receipt of this notice, the Contractor may suspend the execution of all or parts of the Works

12.3 **Insolvency**

If a Party is declared insolvent under any applicable law, the other Party may by notice terminate the Contract which shall be effective fourteen (14) days after receipt of notice by the other party. The Contractor shall then immediately 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 Works.

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 System 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 twenty percent(20%) of the value of parts of the Works not executed at the date of the termination, and
- d) if the Contractor has terminated under Sub-Clause 12.2 or 12.3, the Contractor shall be entitled to the cost of his demobilization together with a sum equivalent to ten percent(10%) of the value of parts of the Works executed at the date of termination.

The net balance due shall be paid or repaid within twenty-eight(28) days of the notice of termination.

13. RISKS AND RESPONSIBILITIES

13.1 Contractor's Care of the Works

The Contractor shall take full responsibility for the care of the Works from the Commencement Date until the date of the Employer's issuance of Certificate of Completion 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 Employer immediately. If necessary, the Contractor may suspend the execution of the Works and, to the extent agreed with the Employer demobilize the Contractor's Equipment.

If the event continues for a period of eighty-four (84) days, either Party may then give notice of termination which shall take effect twenty-eight (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 System 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, and
- c) less any sums to which the Employer is entitled.

The net balance due shall be paid or repaid within thirty-five (35) days of

the notice of termination.

14. INSURANCE

At all times during the execution of the Works, the Contractor shall maintain property insurance on the System for the replacement cost thereof, except for items (a) to (e) of the Employer's Risks.

15. RESOLUTION OF DISPUTES

15.1 **Employer's Decision**

If a dispute of any kind whatsoever arises between the Employer and the Contractor in connection with the Works, the matter in dispute shall, in the first place, be referred in writing to the Employer. Such reference shall 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 Employer shall give notice of his decision to the Contractor.

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

15.2 **Notice of Dissatisfaction**

If the Contractor is dissatisfied with the decision of the Employer or if no decision is given within the time set out in Sub-Clause 15.1 here above, the Contractor may give notice of dissatisfaction referring to this Sub-Clause within fourteen (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 Contractor. If notice of dissatisfaction is given within the specified time, the decision shall be binding on the Contractor who shall give effect to it without delay unless and until the decision of the Employer is revised by an arbitrator.

15.3 **Arbitration**

A dispute which has been the subject of a notice of dissatisfaction shall be finally settled as per provisions of Arbitration Act 1940 (Act No. X of 1940) and Rules made there under and any statutory modifications thereto. Any hearing shall be held at the place specified in the Contract Data and in the language referred to in Sub-Clause 1.5.

16 INTEGRITY PACT

16.1 If the Contractor, or any of his Sub-Contractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed

by the Contractor as Appendix-Eto his Bid, then the Employer shall be entitled to:

- (a) recover from the Contractor an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Contractor or any of his Sub-Contractors, agents or servants;
- (b) terminate the Contract; and
- (c) recover from the Contractor any loss or damage to the Employer as a result of such termination or of any other corrupt business practices of the Contractor or any of his Sub-Contractors, agents or servants.

On termination of the Contract under Sub-Para (b) of this Sub-Clause, the Contractor shall immediately demobilize from the Site leaving behind Contractor's Equipment which the Employer instructs, in the termination notice, to be used for the completion of the Works at the risk and cost of the Contractor. Payment upon such termination shall be made under Sub-Clause 12.4, in accordance with Sub-Para (c) thereof, after having deducted the amounts due to the Employer under Sub-Para (a) and (c) of this Sub-Clause.

17. PRIORITY OF CONTRACT DOCUMENTS:

The priority list of contractual documents shall be as follows:

- (a) Contract Agreement;
- (b) Letter of Acceptance;
- (c) Specifications and Employer Design
- (d) Contract Data;
- (e) Conditions of Contract;
- (f) Letters Technical Bid and Price Bid;
- (g) The priced Bill of Quantities; and
- (h) The Appendices to Bid.

CONTRACT DATA

CONTRACT DATAConditions of Contract

Sr.	Description	Clause	Explanation
#	•	Conditions	•
		of Contract	
1.	Employer's name and address	1.1.4	Accountant General Pakistan Revenues (AGPR) Sub-Office, University Road, Karachi.
2.	Contractor's name	1.1.5	[Name of the Successful Bidder]
3.	Commencement Date	1.1.7	Commencement Date shall be the date when all of the following conditions have been fulfilled: 1. The Contractor has submitted to the Employer the advance payment guarantee in accordance with the terms of Conditions of the Contract; 2. The Employer has paid the Contractor the advance payment; and 3. The Site is formally handed over to the Contractor by the Employer by written authorization.
4.	Site	1.1.17	AGPR Sub-Office, University Road, Karachi.
5.	Engineer's name and address	1.1.20	[Pakistan Public Works Department (Pak PWD)]
6.	Access to site	2.1	Within two (2) days of signing of Contract
7.	Subcontracting	4.3	The aggregate amount of the works subcontracted shall not exceed 40% of the Contract.
8.	Amount of Performance Security	4.4	Ten (10%) of Contract Price stated in the Letter of Acceptance.
9.	Validity of Performance Security	4.4	Validity of Performance Security shall be twenty-five (12) months from the issuance of Taking Over Certificate (TOC) and, if not en-cashed pursuant to the terms of the Contract, shall be returned within fourteen (14) days of its expiry.
10.	Time for Completion	7.1	Sixty (60)days from the Commencement Date.
11.	Time for furnishing Programme	7.2	Within seven (7) days from the date of receipt of Letter of Acceptance.
12.	Amount of Liquidated Damages	7.4	The rate of the Liquidated Damages (LD) shall be 0.33% of the Contract Price stated in the Letter of Acceptance for every day of delay in which whole or part of the work(s) remained unfurnished subject to a maximum of 10% of the Contract Price.

Contract Data 34

13	Defects Liability Period	8.3	Three months calculated from the date of Taking Over Certificate issued by the Employer. Defect Liability Certificate shall be issued within 14 days after Defect Liability Period.
14.	Remedying Defect Period	9.1	Within fourteen (14) days after notice of defect.
15.	Contract Price	11.1	As stated in the Letter of Acceptance to be adjusted one-time at Commencement Date using the following formula:
16.	Payment Terms	11.2	(i) Advance Payment: Twenty percent (20%) of the Contract Price which shall be released by the Employer within five (05) working days upon receipt and verification of Advance Payment Guarantee from the Contractor, as per the form provided in the Bidding Documents, of an amount equivalent to twenty percent (20%) of the Contract Price, issued by any Scheduled Bank of Pakistan in favour of the Employer. Such Advance Payment Guarantee shall be posted by the Contractor no later than five (05) working days of execution of the Contract Agreement. (ii) Second Partial Payment: Sixty percent (60%) of the Contract Price which shall be released to the Contractor by the Employer upon delivery of machinery, equipment and material forming the System at the Site and certificate from the Engineer confirming the quantity and conformity of the equipment with the approved Contractor Design. (iii) Final Payment: Twenty percent (20%) of the Contract Price which shall be released to the Contractor by the Employer upon the date of the issuance of completion Certificate. • Note: Payment (s) of all Deliverables shall be made following verification from PAK PWD.
17.	Seat of Arbitration	15.3	Karachi

Contract Data 35

LETTER OF TECHNICAL BID

	Date: Bid Reference No:
To:	(Name of Contract/Works)
_	of the Procuring Agency/Employer] oyer's Address]
We, th	e undersigned, declare that:
(a)	We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with instructions to Bidders (IB) 9;
(b)	We offer to execute and complete in conformity with the Bidding Documents the Works (as defined in the Bidding Documents);
(c)	Our Bid consisting of the Technical Bid and the Bid Price shall be valid for a period of Sixty(60) days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
(d)	As security for due performance of the undertakings and obligations of our bid, we hereby submit a Bid Security, in the amount specified in Bidding Data, which is valid (at least) thirty (30) days beyond validity of Bid itself;
(e)	We confirm that our Bid is not in deviation of any technical and commercial terms as provided in the Bidding Documents;
(f)	We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process; and
(g)	We agree to permit Employer or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors. This permission is extended for verification of any information provided in our Technical Bid which comprises all documents enclosed herewith in accordance with IB11.1of the Bidding Data.
Name-	
	Capacity of
_	
Duly a	uthorized to sign the Bid for and on behalf of:

Letter of Technical Bid 36

LETTER OF PRICE BID

	Date:
	Bid Reference No:
_	(Name of Contract/Works)
To:	
_	of the Procuring Agency/Employer] loyer's Address]
We, th	ne undersigned, declare that:
a.	We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with instructions to Bidders (IB)9;
b	The total price of our Bid, including any discounts offered, is PKR [●];
c	Our Bid shall be valid for a period of Sixty (60) days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
d	If our Bid is accepted, we commit to obtain and post a Performance Security in accordance with the Bidding Documents;
e	We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed and we do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other bidder for the works;
f	We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive; and
g	If awarded the contract, the person named below shall act as Contractors Representative.
In the Signed	capacity of
	authorized to sign the Bid for and on behalf of
Date -	

Letter of Price Bid

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APPENDICES TO BID

Appendix-A to Bid

SPECIAL STIPULATIONS Clause Conditions of Contract

1.	Engineer's Authority to issue Variation in Emergency	2.1	2% of the Contract Price stated in the Letter of Acceptance.
2	Variation	2.1(b) (viii)(b)	No approval is required by the engineer if the amount needed is up to or less than Rs.5% of the contract price
3.	Law applicable	5.1(b)	The law to be applied is the law of Islamic Republic of Pakistan
4.	Amount of Performance Security	10.1	10% of Contract Price stated in the Letter of Acceptance.
5.	Time for Furnishing Program	14.1	Within 7 days from the date of receipt of Letter of Acceptance.
6.	Minimum amount of Third Party Insurance	23.2	Rs.200,000 per occurrence with number of occurrences unlimited.
7.	Time for Commencement	41.1	Within 14 days from the date of receipt of Engineer's Notice to Commence which shall be issued within fourteen (14) days after signing of Contract Agreement.
8.	Time for Completion	43.1, 48.2	02 Months from the date of receipt of Engineer's Notice to Commence.
9.	a) Amount of Liquidated Damages	47.1	The rate of the Liquidated Damages (LD) shall be 0.33% of the Contract Price stated in the Letter of Acceptance for every day of delay in which whole or part of the work(s) remained unfurnished subject to a maximum of 10% of the Contract Price
	b) Amount of Bonus	47.3	Rs. NIL for each day the Works are completed before the specified completion date of the Works subject to a maximum of 5% of Contract Price.
10.	Defects Liability Period	49.1	03 Months from the effective date of Taking Over Certificate.
11.	Percentage of Retention Money	60.2	10 % of the amount of Interim Payment Certificate.
	Limit of Retention Money	60.2	5 % of Contract Price stated in the Letter of Acceptance.
13.	Minimum amount of Interim Payment Certificates (Running Bills)	60.2	10% Percentage of Contract Price
14.	Time of Payment from delivery of Engineer's Interim Payment Certificate to the Employer.	60.10	30 days
15.	Mobilization Advance * (Interest Free)	60.12	NIL

PROPOSED CONSTRUCTION SCHEDULE

NAME OF WORK:

Repair / Renovation of Civil Work at AGPR Sub Office University Road near NIPA at Karachi

ABSTRACT OF COST

SH-I:- Main Building	Rs. 6,309,386/-
SH-II:- W/S & S/I	Rs. 410,823/-

TOTAL	Rs. 6,720,209/-
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Accounts Officer Admin-II Section AGPR Sub-Office, Karachi.

NAME OF WORK

Repair / Renovation of Civil Work at AGPR Sub Office University Road near NIPA at Karachi

S.N o.	Ref. of Sched ule Book 2022	Description	Quantity	Rate	Unit	Amount
SH-I	:- Main B	uilding				
1	C-123 I-40	Dismantling cement tiled floor, dado or skirting in basement, plinth and ground floor including base mortar and stacking salvaged material (serviceable) and disposing of surplus stuff as directed within three chains (91.5 m)	901	2,605.63	3 %Sft	23,477
a)	C-123 I- 40+44	1st floor	275	2,898.13	3 %Sft	7,970
b)	C-123 I- 40+40	2nd floor	1,033	3,190.63	3 %Sft	32,952
2	C-123 I-13	Dismantling lime or cement concrete in foundation or under floor basement, plinth and ground floor and disposing of surplus material as directed within three chains (91.5 m)	42	3,600.00) %Sft	1,512
a)	C-123 I- 13+17	1st floor	22	4,355.00	%Sft	959
b)	C-123 I- 13+18	2nd floor	344	5,036.25	5 %Sft	17,325
3	C-117 I-2	Providing and laying 1:4:8 cement concrete bed under floors using graded stone ballast 2 inches (51 mm) and down gauge with levelling and ramming, watering and curing etc. complete	43	22,036.7	5 %Cft	9,476
a)	C-117 I-2+26	1st floor	22	22,773.0	0 %Cft	5,011

b)	C-117 I-2+27	2nd floor	344	23,366.75	%Cft	80,382
4	C-110 I- 51+10 0	Providing and laying 1:6 cement concrete solid block masonry 4 to 6 inches (102 mm to 152 mm) thick using graded screened bajri 3/4 inch (19 mm) and down gauge set in cement mortar 1:6 including scaffolding, raking out pints and curing etc. complete in ground floor.	318	34,006.30	%Cft	108,141
a)	C-110 I- 51+70 +100	1st floor	270	35,863.48	%Cft	96,832
5	C- 119I- 43	Providing and fixing M.S. moulded steel door frame of 4" x 2-1/2" (102 mm x 64 mm) manufactured from mild steel sheet of 18 gauge (1.41 mm) conforming to BSS. 1245 having a single rebate size 1-1/2" x 1/2" (38 mm x 13 mm) with provision of 3 Nos. M.S. plate, section 1-1/2" x 1/4" (38 mm x 6 mm), (2 Nos. 6 inch long welded with frame at not less than 10 points and 1 No., 12 inch long welded with frame at not less than 20 points), with holes and threads for fixing steel hinges, fitted with one locking box of same sheet (point welded inside the frame), 6 Nos. 6 inches long flat iron fixing lugs, of 1-1/4" x 3/16" section, treated with special red oxide primer coat all around including cutting holes and filling the cavity with cement concrete 1:2:4 etc. in any floor at any height complete as directed by the Engineer-in-Charge	53	391.51	P.Rft	20,751
6	C-122 I-6+87	1/2" (13 mm) thick cement plaster 1:6 on walls and columns etc. in basement, plinth, mezzanine and 1st floor including making edges, comers, and curing etc., complete.	1,606	4,342.42	%Sft	69,740
7	C-117 I-183	Providing and laying light colour, glazed/non skid vitrified porcelean tiles (Polished) exceeding 1600 sqcm and upto 3600 Sqcm each,(Pak made) on walls and floors, in any floor, laid with dry bond (stile bond) over existing floors, including jointing to tiles with joint filler of approved quality as per direction of the Engineer incharge.	10,119	38,397.09	%Sft	3,885,402

8	C-118 I-41	Providing and fixing 1/4 inches or 6.4 mm (approx.) thick approved Pakistani make white glazed tiles upto 1.50sq feet to 3. sq. ft size in dado and skirting in ground floor, over 1/2 inch (13 mm) thick base of cement mortar 1:3 setting of tiles in slurry of grey cement over mortar base including filling the joints and washing the tile with white cement slurry curing and cleaning etc. complete.	285	31,498.72	%Sft	89,772
a)	C-118 I- 41+49	1st floor	208	32,261.22	%Sft	67,104
9	C-117 I-83	Providing and laying floor of 6mm (approx: 1/4") thick coloured glazed tiles More than 1 sq.ft upto 2 sq.ft. of master make (Pakistani) first grade in ground floor laid over 1" (25mm) thick cement mortar 1:2 (1 cement and 2 sand) including jointing and washing the tiles with white cement slurry a matching colour (by using pigment in white cement) and curing etc. complete.	105	42,108.61	%Sft	44,215
a)	C-117 I- 83+89	1st floor	66	42,702.36	%Sft	28,184
10	C-119 I-95	Providing and fixing fully glazed Champagne anodized aluminium Sliding windows as per British standard manufactured by Lucky,Alcop, Krudson, Pakistan cable and A.C.P (fixing through their approved fabricators), Prime model box section 101mm x 30mm and 1.6mm thick including the cost of aluminium netting, fittings, with all accessories cutting hole etc. and making good damages to walls etc. complete as required in any floor as per direction of engineer-incharge, but excluding the cost of glass pans.	120	1,242.19	P.Sft	149,063
11	C-119 I-120	Providing and fixing plain glass panes 5mm thick to M.S. Box pipe / Aluminium doors, windows and ventilators etc including the cost of labour but excluding the cost of M.S. square pipe beading, rubber packing and screw in any floor at any height.	120	297.02	P.Sft	35,643
12	C-122 I-162	Painting with (ICI) Dulux plastic emulsion paint VIP of approved shade two coats over and including the cost of one priming coat complete over plastered surface at any height in any floor .	2,795	6,737.87	%Sft	188,324

13	C-125 I-167	Repainting two coats with plastic emulsion paint of (ICI) Dulux make and shade to walls and ceiling including cleaning, and sand papering the surface as directed by the Engineer-in-charge in any floor.	5,768	2,578.13	%Sft	148,707
14	C- 125I- 159	Distempering two renewal coats with vinyle distemper (Paintex ICI Dulux) of approved make and shade to walls and ceiling etc., including scraping cleaning the old surface in any floor.	3,861	2,147.50	%Sft	82,915
15	C-122 I-158	Painting iron work with enamel paint of approved make and shade two coats over and including the cost of one coat of priming complete at any height in any floor.	768	5,119.10	%Sft	39,315
16	C-125 I-196	French polishing two renewal coats of approved make to wood work including cleaning the old surface as directed by the Engineer-in-Charge in any floor	1,091	5,478.13	%Sft	59,767
17	C-120 I-64	Providing and fixing 1-1/2 inches (38 mm) thick solid core deodar wood flushed veneered door shutters, with and including the cost of commercial plywood facing 3 mm. thick (3 ply) on both faces, fixed over best quality deodar wood frame 2 inches wide alround 6 inches wide lock rail and 2nd class deodar wood solid core, i/c., 1/4 inch thick best quality deodar wood lipping on al! sides as per approved drawing, manufactured under power driven hydraulic press, including the cost of approved iron fittings but excluding the cost of handles and locking arrangement.	140	1,448.56	P.Sft	202,799
18	C-120 I-284	Providing and fixing best quality deodar wood projected beading upto one Sq. inch (6.45 Sqm.) in sections and required design fixed around the panels of doors, windows etc., of any description	410	93.38	P.Rft	38,286
19	C-121 I-52	Providing and fixing with C.P. brass screws main door handle type yale lock (Italy make) of approved design,cutting wood etc., to required size, with two operating keys, as per direction of the engineer-in-Charge.	3	15,899.38	Each	47,699
20	C-121 I-123	Providing and fixing approved brass sliding bolts or aldrop bolts 12" x 3/4" (305 mm x 19 mm) size with necessary brass screws and iron bolts and nuts.	3	3,669.30	Each	11,008

21	C-121 I-72	Providing and fixing with brass screw or specially supplied screws hydraulic door closer of approved design No. 707, Japan make, cutting wood etc., to required shape and size as per direction of the engineer-in-Charge	2	4,024.38	B Each	8,049
23	C-117 I-42	Providing and laying floor of 3/4 inches (19 mm) thick Granite stone Pakistani Original upto 36 Sq. inches (232 Sq.cm.) size fine dressed on the surface without winding in ground floor over 1 inch (25 mm) lime mortar 1:2 (one lime, two sand) setting the marble tiles with grey cement slurry including curing rubbing and polishing etc. complete, including the cost of mortar.	535	48,231.0	0 %Sft	258,036
24	C-125 I-11	Rubbing and polishing old mosaic floor, dado and skirting in any floors.	5,783	952.50	%Sft	55,084
25	C-124 I-202	providing & fixing 2" dia stainles steel pipe (18 guage) railing alongwith 4 Nos 3/4" dia parallel pipe having S/S pipe vertical post 2" dia at 3 ft c/c average spacing and 4" diavertical post at start turning and end point including cost of labour, welding charges fitting & fixing in marble floor and wall etc complete as per direction of the Engineer Incharge.	177	2,234.38	B P.Sft	395,486
		Total			- 11	6,309,386
SH-II	I:- W/S &	: S/I				
3	C-306 I-29	Providing and fixing PPRC pipe PN-20 with specials and clamps etc. including cutting and fitting complete with and in cluding the cost of breaking through walls and roof and making good etc. after cleaning the piep and cartage within 10 miles 20 mm dia	120	153.4	P.Rft	18,414
4	C-306 I-33	Providing and fixing PPRC pipe PN-20 with specials and clamps etc. including cutting and fitting complete with and in cluding the cost of breaking through walls and roof and making good etc. after cleaning the piep and cartage within 10 miles 50 mm dia	50	747.6 1	P.Rft	37,381
	C-	Providing and fixing 2 inches (15 mm) dia full way gun metal valves with		8,699.		

6	C-306 I-25	Providing and fixing un platisized polyvinyl chloride pipe (P.V.C) "D" class and specials etc. including cutting and fitting complete with and including the cost of cutting trench upto 1-1/2 feet deep refilling, watering, ramming, and disposal of surplus earth within one chain and after cleaning the pipe and cartage within 10 miles (16.09 km.) (working pressure 12 kg/cm2) 1-1/4 inches (32 mm) dia.	93	600.0	P.Rft	55,801
7	C-301 I-30	Providing and fixing UPVC multi floor trap of sizes with gratings including cutting and making the requsite number of holes in walls, plinth and floors and making good in 1:2:4 C.C.	6	1,459. 43	Each	8,757
8	C-301 I-27	Providing and fixing best quality white glazed earthenware One piece toilet (commode) coupled with flush tank (Porta or equivalent) complete with and including cost of plastic seat with Buffers, with internal fittings complete.	3	47,75 0.00	Each	143,250
9	C-301 I-9+10	Providing and fixing 22 inches x 16 inches (560 x 406 mm) lavatory basin with pedistal in white glazed earthenware (Pakistani) complete with and including the cost of Brass oxidized bolts kit built into walls 1/2 inches (15 mm) dia. Chrome plated mixer, 1-1/4 inches (32 mm) rubber plug and chrome plated brass chain 1-1/4 inches (32 mm) dia brass waste of approved pattern 1-1/4 inches (32 mm) dia chromium plated battal trap with unions and making requisite, number of holes in walls, plinth and floor for pip.e connections and making good in cement concrete 1:2:4.	3	15,18 1.25	Each	45,544
10	C-307 I-2	Providing and fixing 1/2 inches dia. (15 mm) CP bib cocks.	6	1,130. 40	Each	6,783
11	C-307 I-4	Providing and fixing 1/2 inches (15 mm) dia CP stop cocks/Tee Stop Cock.	10	1,230. 40	Each	12,304
12	C-302 I-13	Providing & fixing chromium plated Muslim bib-cock with out Muslim Shower of approved quality.	3	3,381. 75	Each	10,146
13	C-304 I-40	Providing and fixing floor waste 6"x6" (stainless steel) Jali etc. complete.	6	2,023. 58	Each	12,142
14	C-302 I-05	Providing and fixing 24 inches x 18 inches (610 mm x 457 mm) looking mirror of Imported glass 5 mm thick fixing with CP clamps and screws	3	2,173. 98	Each	6,522

15	C-302 I-10	Providing and fixing bath room accessories of set of 7 pieces consist of one cosmatic shelf, one towel rod with bracket, one soap dish, one tooth brush holder with glass and cover, one tissue paper holder one double hook one towel ring etc complete of approved quality as per direction of Engineer incharge.	2	12,06 2.50	Each	24,125
16	C-301 I-20	Providing and fixing standing wall shower of CP brass 3 knobs of approved quality mixer unit and moveable shower head complete	2	6,127. 50	Each	12,255
Total						410,823

METHOD OF PERFORMING THE WORK

The Bidder is required to submit a narrative outlining the method of performing the Work. The narrative should indicate in detail and include but not be limited to:

- 1. Organization Chart indicating head office and field office personnel involved in management and supervision, engineering, equipment maintenance and purchasing.
- Mobilization in Pakistan, the type of facilities including personnel accommodation, office accommodation, provision for maintenance and for storage, communications, security and other services to be used.
- 3. The method of executing the Works, the procedures for installation of equipment and machinery and transportation of equipment and materials to the site.
- 4. Quality control / Quality assurance measures to be adopted including procedures to be followed for carrying out all tests required under specifications.

AVAILABILITY OF CRITICAL EQUIPMENT

The Bidder will provide a list of all major equipment and related items, under separate heading for items owned, to be purchased or to be arranged on lease by him to carry out the Works. The information shall include make, type, capacity, and anticipated period of utilization for all equipment which shall be in sufficient detail to demonstrate fully that the equipment will meet all requirements of the Specifications.

LIST OF MAJOR EQUIPMENT

Owned Purchased or Leased	Description of Unit (Make, Model, Year)	Capacity HP Rating	Condition	Present Location or Source	Date of Delivery at Site	Period of Work on Project
1	2	3	4	5	6	7
a. Owned						
b. To be Purchased						
c. To be arranged on Lease						

Equipment:

The Bidder must demonstrate that it has the key equipment listed hereafter:

		PI	LANT/EQUIPMENT	1	
No.	Equipment Type and Characteristics	Fotal Nos. available	Under Utilization on other projects, if applicable	Nos. waiting to be shifted to new project(s)	Min. Number Required for this Project
1	Excavator				3
2	Dump Truck				
3	Tractor alongwith Trolly and Bowser				
4	Compactor and Grader				2
	Roller (Vibratory and Tandem Pneumatic Tire Roller)				2
_	Concrete Pumps/ Mobile Pumps				
	Concrete mixer Machine and Transit Mixer				2
	Concrete Vibrator				1
	Rebar/ Steel cutting and Bending Machine				2
	Steel formwork (Shuttering Plates, Scaffolding, pipes and accessories) Sft				3
	De-Watering pumps				2
	Electric Generator (Minimum capacity 12 KVA)				2
	Total Station, Auto level & other Survey equipment				1

The bidder will provide a list of all major equipments and related items on judicial Stamp Paper that these equipments shall be made available on site. In case of failure to do so, no mark will be give

LIST OF SUBCONTRACTORS

I/We intend to subcontract the following parts of the Work to subcontractors. In my/our opinion, the subcontractors named hereunder are reliable and competent to perform that part of the work for which each is listed.

Enclosed are documentation outlining experience of subcontractors, the curriculum vitae and experience of their key personnel who will be assigned to the Contract, equipment to be supplied by them, size, location and type of contracts carried out in the past.

Part of Works	Subcontractor
(Give Details)	(With Complete Address)
1	2

ORGANIZATION CHART FOR THE SUPERVISORY STAFF AND LABOUR

	Name of Employee	Qualification	Designation
1			
2			
3			
4			

Bidder is required to provide Educational Documents, PEC License and CV of each above Persons

PERSONNEL CAPABILITIES

For specific positions essential to contract implementation, as listed in Appendix-M Applicants should provide the names of at least two candidates qualified to meet the specified requirements stated for each position in Para 3.5.2 of the Instructions to Applicants. The data on their experience should be supplied on separate sheets using one Form for each candidate, as given on the next page.

1.	Title of Position
	Name of Prime Candidate
	Name of Alternate Candidate
2.	Title of Position
	Name of Prime Candidate
	Name of Alternate Candidate
3.	Title of Position
	Name of Prime Candidate
	Name of Alternate Candidate
4.	Title of Position
	Name of Prime Candidate
	Name of Alternate Candidate

CANDIDATE SUMMARY

Position		Candidate [Tick	appropriate one]
		□Prime	□ Alternate
Candidate information	1. Name of Candidate	2. Date of Birth	
mormation	3. Professional Qualification		
Present employment	4. Name of Employer		
	Address of Employer		
	Telephone	Contact (manage	er/personnel officer)
	Fax	Telex	
	Job title of candidate	Years with prese	ent employer
		1	

Summarize professional experience over the last 20 years, in reverse chronological order. Indicate particular technical and managerial experience relevant to the Project.

		Company / Project / Position / Relevant technical and management experience
From	To	

INTEGRITY PACT

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS INCONTRACTS WORTH RS. 10.00 MILLION OR MORE

Contract NoDated Contract Value:	
Contract Title:	
	interest, privilege or other obligation or benefit inistrative subdivision or agency thereof or any
Without limiting the generality of the foregoing, [shas fully declared the brokerage, commission, feed agreed to give and shall not give or agree to gidirectly or indirectly through any natural or justification, bribe, finder's fee or kicotherwise, with the object of obtaining or inducing privilege or other obligation or benefit in whatsoe expressly declared pursuant hereto.	s etc. paid or payable to anyone and not given or ive to anyone within or outside Pakistan either uridical person, including its affiliate, agent ter, shareholder, sponsor or subsidiary, any ck back, whether described as consultation fee or ing the procurement of a contract, right, interest.
[Name of Supplier] certifies that it has made and arrangements with all persons in respect of or relation and action or will not take any action to circular warranty.	ted to the transaction with GoP and has not taken
[Name of Supplier] accepts full responsibility and not making full disclosure, misrepresenting facts of this declaration, representation and warranty. It or other obligation or benefit obtained or procur other rights and remedies available to GoP unvoidable at the option of GoP.	or taking any action likely to defeat the purpose agrees that any contract, right, interest, privilege ed as aforesaid shall, without prejudice to any
Notwithstanding any rights and remedies exercisagrees to indemnify GoP for any loss or damage practices and further pay compensation to GoP in commission, gratification, bribe, finder see or kickbac purpose of obtaining or inducing the procurement obligation or benefit in whatsoever form from GoF	incurred by it on account of its corrupt business an amount equivalent to ten time the sum of any ckgivenby[nameofSupplier]asaforesaid for the of any contract, right, interest, privilege or other
Name of Employer:Signature:[Seal]	Name of Contractor: Signature: [Seal]

FINANCIAL COMPETENCE AND ACCESS TO FINANCIAL RESOURCES

Bidder) will provide financial information to demonstrate that they meet the requirements of Evaluation Criteria. If necessary, use separate sheets to provide complete information. A copy of the audited financial statements of the past three(3) financial years must be attached.

Year	Turnover (in Million PKR)
2021 – 2022	
2022 – 2023	
2023 – 2024	
Average of above	

PAST PERFORMANCE, CURRENT COMMITMENT, QUALIFICATION & EXPERIENCE

Summary of Similar Nature Project Completed in Last Five (5) Years

Project Name	Date of Completion	Client Name	Value in PKF (Million)
--------------	-----------------------	-------------	---------------------------

Note: Attach copy of work order & completion certificate(s) of above claim

Summary of General Nature Project Completed in Last Five (5) Years

Project Name	Date of Completion	Name of Client	Value in PKR (Million)

Note: Attach copy of work order & completion certificate(s) of above claim

Name of Applicant

Appendix-N to Bid

SUMMARY OF SIMILAR NATURE PROJECT IN HAND

Project Name	Planned Date of Completion	Location	Value in PKR (Million)

Note: Attach copy of work order of above claim

SUMMARY OF GENERAL NATURE PROJECT IN HAND

Project Name	Planned Date of Completion	Location	Value in PKR (Million)

Note: Attach copy of work order of above claim

ELIGIBILITY CRITERIA

Method and Procedure of Procurement:

Open Competitive Bidding (National) (Single Stage – Two Envelopes)

Name of Work:- Repair / Renovation of Civil Work at AGPR Sub Office University
Road near NIPA at Karachi

Eligibility Criteria (Mandatory Requirement's)

S.No.	Eligibility / Qualification Criteria	Yes/No
1.	Registration with PEC. Minimum Category Required <u>C-6</u> or above Required Specialization Codes: <u>CE – 10</u>	
2.	Copy of Registration with Income Tax & SRB	
3.	List of Machinery attached or undertaking on Judicial stamp paper.	
4.	List and CV of Technical staff.	
5.	Affidavit to the effect that there is no litigation history, blacklisting, involvement in corrupt, fraudulent and collusive practice. If so the history of the same may also be disclosed showing the nature, outcome and organization. The bidder shall also submit affidavit to the effect that the information and documents provided are correct, genuine and nothing has been concealed.	

Evaluation Criteria

Total Marks: 100 Minimum Passing Marks: 70

(Aggregate qualifying score is 70%, but it is mandatory to obtain at least 50% in each of the following Sections)

A. Basic

1. All mandatory requirements attached as listed above.

B. Detailed

1. Relevant Experience

Max Marks: 30

Marks will be given as per information provided in Appendix-N, page BN-1 & BN-2

a. Work Completed (Last Five Years)

Max Marks: 20

- I. 10 Marks will be given for one project of General nature in Civil Engineering costing equal or more than **Rs.5.00 million.**
- II. 10 Marks will be given for one project of similar nature of works, costing equal or more than **Rs.5.00 million.**
- III. Work Orders / Letter of Award, Handing / Taking over Certificate, Maintenance / Defects Liability Certificate and any other relevant documents are required to be submitted.

b. Work in Hand

Max Marks: 10

- I. 05 Marks will be given for a project of General nature in Civil Engineering costing more than **Rs.5.00 million.**
- II. 05 Marks will be given for a project of similar nature of works, costing equal or more than **Rs.5.00 million.**
- III. Work Orders / Letter of Award or any other relevant document.

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2. <u>Technical Staff</u> <u>Max Marks: 20</u>

Marks will be given as per information provided in Appendix-K of this document. Information regarding education qualification, total work experience and specific work experience is to be supported by documents such as copy of education qualification certificate / degree and CVs of concerned personnel proposed position, duly signed, PEC registration certificate of Engineers, experience certificates and any other relevant documents.

I. <u>Site Engineer:</u> 10 Marks will be given for professional B.E Civil

Engineer.

II. Quantity Surveyor
 III. Surveyor
 IV. Site Supervisors
 O5 Marks (Min DAE Civil).
 O3 Marks (Min DAE Civil).
 O2 Marks (Min DAE Civil).

3. Equipment & Machinery

Marks will be given as per information provided in Appendix-G of this document. Information regarding Equipment and Machinery is to be supported by documents. The lists of following equipment are required as tabulated here under.

Max Marks: 20

Sr. No.	Description	Nos / Quantity	Marks
1	Excavator	1	3
2	Dump Trucks	Nil	-
3	Tractor along-with Trolley and Bowser	Nil	-
4	Compactor and Grader	1	2
5	Roller (Vibratory and Tandem Pneumatic Tire Rollers)	1	2
6	Concrete Pumps / Mobile Pumps	-Nil	-
7	Concrete Mixer Machine and Transit Mixers	1	2
8	Concrete Vibrator	1	1
9	Rebar/ Steel Cutting and Bending Machine	1	2
10	Steel Formwork (Shuttering Plates, Scaffolding, pipes and accessories)	2000 Sft	3
11	De-watering Pumps 2 Nos	1	2
12	Electric Generator (Minimum capacity 20 KVA)	1	2
13	Total Station, Auto Level & other Survey Equipment	1	1
	Total		20

Note: The Bidder will provide a list of all major equipment and related items, on judicial Stamp Paper that these equipments shall be made available on Site if required. In case of failure to do so, no marks will be given.

4. FINANCIAL CAPABILITY

The financial position of the bidder shall be checked as per following details:

Average Annual Turnover of the	Marks Awarded			
last three Financial years				
Above 3.00 Million	30 Marks			
Above 2.500(M) & up to 3.00 (M)	25 Marks			
Above 2.00 (M) & up to 1.50 (M)	20 Marks			
Above 1.00 (M) & up to 1.50 (M)	15 Marks			
Up to 1.00 Million	00 Marks			

Max Marks: 30

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FORM OF BID SECURITY

(Bank Guarantee)

Secur	rity Executed on
	(Date) e of Surety (Bank) with Address: eduled Bank in Pakistan)
Name	e of Principal (Bidder) with Address:
Secur	rity Amount in Rupees(Rs)
Bid R	deference No
and a	W ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid the request of the said Principal (Bidder)we, the Surety above named, are held rmly bound unto
sum v	inafter called the 'Employer') in the sum stated above for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators accessors, jointly and severally, firmly by these presents.
subm	CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Bidder has itted the accompanying Bid dated for Bid No(Particulars of Bid) to the said Employer; and
the B	REAS, the Employer has required as a condition for considering said Bid that idder furnishes a Bid Security in the above said sum from a Scheduled Bank in tan, to the Employer, conditioned as under:
(1)	that the Bid Security shall remain in force up to and including the date 30 days after the deadline for validity of bids as stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Surety is hereby waived;
(2)	that the Bid Security of unsuccessful Bidders will be returned by the Employer after expiry of its validity or upon signing of the Contract Agreement; and
(3)	that in the event of failure of the successful Bidder to execute the proposed Contract Agreement for such work and furnish the required Performance Security, the entire said sum be paid immediately to the said Employer pursuant to Clause 15.6 of the Instruction to Bidders for the successful Bidder's failure to perform.
NOW	THEREFORE, if the successful Bidder shall, within the period specified there

Form of Bid Security 64

for, on the prescribed form presented to him for signature enter into a Contract Agreement with the said Employer in accordance with his Bid as accepted and furnish within seven(07) working days of issuance of Letter of Acceptance, 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 fulfilment of

the said Contract Agreement or in the event of non-withdrawal of the said Bid within the time specified for its validity then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

PROVIDED THAT the Surety shall forthwith pay the Employer the said sum 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 Surety at its address given above.

PROVIDED ALSO THAT the Employer shall be the sole and final judge for deciding whether the Principal (Bidder) 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 Surety shall pay without objection the said sum upon demand from the Employer forthwith and without any reference to the Principal (Bidder) or any other person.

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

SURETY (Bank)

WITNESS:

Signature

Name

Title

Corporate Secretary (Seal)

Corporate Guarantor (Seal)

Name. Title & Address

Form of Bid Security 65

FORM OF PERFORMANCE SECURITY

(Bank Guarantee)

	Guarantee No
	Executed on
	Expiry date
[Letter by the Guarantor to the Employer]	
Name of Guarantor (Bank) with address:	
Name of Principal (Contractor) with address:	(Scheduled Bank in Pakistan)
Security Amount (express in words and figure	es)
Letter of Acceptance No	Dated
KNOW ALL MEN BY THESE PRESENTS Bidding Documents and above said Letter Documents) and at the request of the said Pr are held and firmly and irrevocably a	of Acceptance (hereinafter called the incipal we, the Guarantor above named,
Employer) in the sum of the amount stated at and truly to be made to the said Employer, administrators and successors, jointly and sev	we bind ourselves, our heirs, executors,
THE CONDITION OF THIS OBLIGATION has accepted the Employer's above said	
(Name	e 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 fulfil all the undertakings, covenants terms and conditions of the Contract Agreement 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 8.3, Defects Liability, 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,	do hereby irrevocably and independently delay upon the Employer's first written tout requiring the Employer to prove or to any sum or sums up to the amount stated laration that the Principal has refused or Contract Agreement which payment will
PROVIDED ALSO THAT the Employer sha whether the Principal (Contractor) has du Contract Agreement or has defaulted in fulf shall pay without objection any sum or sums written demand from the Employer forth Principal or any other person.	ly performed his obligations under the filling said obligations and the Guarantor s up to the amount stated above upon first
IN WITNESS WHEREOF, the above-bound under its seal on the date indicated above Guarantor being hereto affixed and these representative, pursuant to authority of its go	ve, the name and corporate seal of the presents duly signed by its undersigned
	Guarantor (Bank)
Witness:	
1	Signature
	Name
Corporate Secretary (Seal)	Title
2 Name, Title & Address	

Corporate Guarantor(Seal)

FORM OF CONTRACT AGREEMENT

the	CONTRACT AGE		1 (ner lay	of		e "Contra month)	20	ment") made betw	
(herea	after called	the	"Em _j	ployer")	of	the	one 'Contracte	part or") of the o	and ther
part.				(110	rearrer e	aned the	Commaco	or you the o	tilei
execu	REAS the Employ ted by the Contrac letion of such Work	tor and ha	as acce	epted a B	id by the	e Contrac	tor for th		
NOW	this Agreement wi	tnessed as	follo	ws:					
1.	In this Agreeme respectively assig			-				_	
2.	2. The following documents after incorporating addenda, if any, except those relating to Instructions to Bidders shall be deemed to form and be read and cons as part of this Contract Agreement, viz:								
	(a) Letter of A	Acceptanc	e;						
	(b) Specificat	ions and I	Emplo	yer Desig	n				
	(c) Contract I	Data;							
	(d) Condition	s of Contr	act;						
	(e) Letters Te	chnical B	id and	Price Bio	1;				
	(f) The priced	d Bill of Q	u antit	ies; and					
	(g) The Appe	ndices to l	Bid.						
3.	In the event of an the documents sha	• •	•		•		Contract I	Documents, t	then
4.	In consideration hereinafter mention and complete the	oned, the	Contra	actor here	by cover	nants with	the Emp	loyer to exec	cute

5. The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of this Contract Agreement, the Contract Price or such other sum as may become payable under the provisions of this Contract Agreement at the times and in the manner prescribed therein.

with the provisions of this Contract Agreement.

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

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Signature of the Contactor	Signature of Employer			
(Seal)	(Seal)			
In the presence of:				
Witness:	Witness:			
(Name, Title and Address)	(Name, Title and Address			

Employer Design 69

A.G.P.R (SUB-OFFICE), KARACHI

INVITATION FOR BIDS

- i. Accountant General Pakistan Revenues (AGPR) Sub-Office Karachi "Employer" invites sealed bids from Contractors/Firms/JV registered with Pakistan Engineering Council (PEC) Registration in Category C-6 and above with relevant codes e.g. (CE-10) and registered with e-Pak Acquisition Disposal System (EPADS) for E-Procurement for the "Repair / Renovation of Civil Work at A.G.P.R Sub-Office University Road Near NIPA at Karachi" estimated cost Rs.6.720 (Million).
- ii. Single Stage Two Envelope bidding process will be adopted. Bidding Documents containing detailed terms and conditions can be downloaded from Federal Public Procurement Regulatory Authority (PPRA) website www.ppra.org.pk.
- iii. The Bidding documents can be purchased on cash payment of **Rs.3,000/-** (Rupees Three Thousand Only) non refundable from the Accounts Officer Admin-II of this office from **28-04-2025** (Monday), during office hours.
- iv. The Contractors/Firms shall have valid registrations with FBR and included in active taxpayer list maintained by FBR.
- v. All duties, taxes, insurance and other levies payable by the Contractor/ Firms under the Contract, or for any other cause shall be included in the rates and prices and the total Bid price submitted by a Contractors/ Firms.
- vi. Government shall deduct taxes at the rate prescribed under taxes laws of Pakistan, from all payments for services rendered by a Contractor/ Firm signing a contract.
- vii. All bids accompanied by a Bid security amounting to Rs.200,000/- and all other documents as specified in the Bidding Documents must reach at the office of Branch Officer (Admin-II), AGPR Sub-Office, Karachi, on or before 13-05-2025, Tuesday at 11:00 A.M.
- viii. The Technical Bids will be opened on 13-05-2025, Tuesday at 11:30.A.M in the presence of the bidders representative who choose to attend at the same address. This advertisement along with instructions is available on website www.ppra.org.pk.

Branch Officer (Admin-II) A.G.P.R

Sub-Office, University Road, Karachi. Tel: (021) 99244027 quickdgpr@gmail.com