

PASSCO



PAKISTAN AGRICULTURAL STORAGE AND SERVICES CORPORATION LIMITED

TENDER NOTICE

1. PASSCO invites sealed bids for “**Repair / Maintenance and Rehabilitation Work of PASSCO Zonal Office Dera Allah Yar**”, on percentage rate basis above/below the estimated cost from the Contractors / Firms / Companies having valid PEC registration (C-6 or above with specialization CE-10) and who are on Active Tax Payers list of Federal Board of Revenue. Details are as under:-

Sr.	Name of work	Estimated Cost (Rs.)	Bid Security	Time Limit (Days)
1.	Repair / Maintenance and Rehabilitation Work of PASSCO Zonal Office Dera Allah Yar	1,471,191/-	Rs.45,000/-	60

2. Single stage-Single envelope procedure will be followed as per Rule-36(a) of Public Procurement Rules 2004 (Amended 2021).

3. Interested firms/Companies can obtain Tender documents can be obtained from the office of **DGM (Works), PASSCO, Head Office, Lahore** and **Zonal Office D.A.Yar**.

Price of Bidding Documents	Last Date for Purchase of Bidding Documents	Pre Bid Meeting for any clarification	Date of Closing Time of Bid	Date of Opening of Bid
Rs.3,000/-	20.05.2024 (04:30 hrs)	13.05.2024 (11:30 hrs)	21.05.2024 (Tuesday) at 11:30 AM	21.05.2024 (Tuesday) at 12:30 PM

4. The eligibility and evaluation criteria are mentioned in the bidding documents. The bids shall remain valid for 60days from the date of opening of bids.

5. Bid should accompany a Pay Order or Bank Draft issued by any Scheduled Bank of the required amount mentioned above in favor of “**PASSCO**”, as bid security/earnest money. **No CDR will be accepted.**

6. In light of E-Pak procurement regulations 2023, Bids must be submitted through E-Pak Acquisition & Disposal System (**EPADS**), whereas bid submitted manually stands rejected and Bids prepared strictly in accordance with the instructions provided in the bidding documents and opened in the presence of interested parties or their representatives **at 11-Kashmir Road, PASSCO, HO, Lahore.**

7. Tender document (Bid) being tempered or over written will be rejected.

8. Any information related to works, if required can be obtained from the office of Dy. General Manager (Works) during the working hours.

9. In case of public holiday announced by the Government, the date of opening of bid will be the next working day.

10. The PASSCO Management reserves the rights to reject all proposals under Rule 33(1) of PPRA Rules.

Dy. General Manager (Works)

PASSCO, Lahore

Ph. # 042-99201473 & 042-36302875-6



**Pakistan Agricultural Storage & Services
Corporation Limited**

BIDDING DOCUMENTS

**REPAIR / MAINTENANCE AND REHABILITATION WORK
OF PASSCO ZONAL OFFICE DERA ALLAH YAR**

Issued to M/S

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Mandatory document / Check List

Ser.	Detail of Document	Yes	No
1	Application/Form of Bid (<u>Page#18</u>) in company Letter Pad		
2	Registration of firm / company from relevant forum.		
3	Valid Registration/Certificate with FBR and PEC		
5	BOQ (Schedule-A to bid) duly filled/signed and stamped- (<u>Page#24-26</u>)		
6	Affidavit on non-judicial stamp paper of Rs.100-/ for undertaking of not being blacklisted by Government/Semi-government or Autonomous organizations. [Sample attached as per Annexure-A]		
7	Pay order/Demand Draft/Banker Cheque in favor of PASSCO as per Tender Notice/BID Data sheet (<u>Page#17</u>)		
8	Bank Statement of one year (<u>May-2023 to April-2024</u>) duly signed and stamped by relevant Manager Bank.		

- Note:-**
- i. All documents must be signed and stamped properly.
 - ii. Failure to bring above documents/non-compliance to above, the Bid will be considered non-responsive.

**INVITATION
FOR
*BIDS***

INVITATION FOR BIDS

Date: _____

Bid Reference No.: _____

1. The Employer, PAKISTAN AGRICULTURAL STORAGE & SERVICES CORPORATION (PASSCO), invites sealed bids from eligible firms or persons licensed by the Pakistan Engineering Council in the appropriate category and duly qualified with the Employer for the Works, **Repair / Maintenance and Rehabilitation Work of PASSCO Zonal Office Dera Allah Yar** with estimated cost of **Rs.1,471,191/-**, which will be completed in **60 days**.
2. A complete set of Bidding Documents may be purchased by an interested eligible bidder on submission of a written application to the office given below and upon payment of a non-refundable fee of Rs.3,000/-. Bidders may acquire the Bidding Documents from the Office of the Employer, at **PASSCO Head Office, 11-Kashmir Road, Lahore and Zonal Office, PASSCO, Dera Allah Yar, Near Police Line, D.A.Yar, Jacobabad.**
3. In light of E-Pak procurement regulations 2023, Bids must be submitted through e-Pak Acquisition & Disposal System (**EPADS**) and Bids prepared strictly in accordance with the instructions provided in the bidding document and will be opened on the same day at **1230 PM**, at **PASSCO Head Office, 11-Kashmir Road, Lahore**, in the presence of interested parties or their representatives.

**INSTRUCTIONS
TO BIDDERS
&
BIDDING DATA**

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INSTRUCTIONS TO BIDDERS

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INSTRUCTIONS TO BIDDERS

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

A. GENERAL

IB.1 Scope of Bid & Source of Funds

1.1 Scope of Bid

The Employer as defined in the Bidding Data (hereinafter called “the Employer”) wishes to receive Bids for the Works summarized in the Bidding Data (hereinafter referred to as “the Works”).

Bidders must quote for the complete scope of work. Any Bid covering partial scope of work will be rejected as non-responsive.

1.2 Source of Funds

The Employer has arranged funds from its own sources.

IB.2 Eligible Bidders

2.1 Bidding is open to all firms and persons meeting the following requirements:

- a) Duly licensed by the Pakistan Engineering Council (PEC) in the C-6 category or above, Specialization in CE-10 for value of Works.

IB.3 Cost of Bidding

3.1 The bidder shall bear all costs associated with the preparation and submission of its bid and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. BIDDING DOCUMENTS

IB.4 Contents of Bidding Documents

4.1 In addition to Invitation for Bids, the Bidding Documents are those stated below, and should be read in conjunction with any Addendum issued in accordance with Sub-Clause IB.6.1.

1. Instructions to Bidders & Bidding Data
2. Form of Bid & Schedules to Bid
Schedules to Bid comprise the following:
 - (i) Schedule A: Schedule of Prices
 - (ii) Schedule B: Specific Works Data
 - (iii) Schedule C: Integrity Pact
3. Conditions of Contract & Contract Data
4. Standard Forms:
 - (i) Form of Contract Agreement
5. Specifications
6. Drawings, if any

IB.5 Clarification of Bidding Documents

- 5.1 A prospective bidder requiring any clarification(s) in respect of the Bidding Documents may notify the Engineer/Employer at the Employer's/Engineer's address indicated in the Bidding Data.
- 5.2 The Engineer/Employer will respond to any request for clarification which it receives earlier than ten (10) days prior to the deadline for the submission of Bids. Copies of the Engineer/Employer's response will be forwarded to all prospective bidders, at least five (5) days prior to dead line for submission of Bids, who have received the Bidding Documents including a description of the enquiry but without identifying its source.

IB.6 Amendment of Bidding Documents

- 6.1 At any time prior to the deadline for submission of Bids, the Employer 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.
- 6.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub-Clause 6.1 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 Employer.
- 6.3 To afford prospective bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer may at its discretion extend the deadline for submission of Bids.

C. PREPARATION OF BIDS

IB.7 Language of Bid

- 7.1 The bid prepared by the bidder and all correspondence and documents relating to the Bid, exchanged by the bidder and the Employer shall be written in the English language, provided that any printed literature furnished by the bidder may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the Bid, the English translation shall govern.

IB.8 Documents Comprising the Bid

- 8.1 The bid prepared by the bidder shall comprise the following components:
- (a) Covering Letter
 - (b) Form of Bid duly filled, signed and sealed, in accordance with Sub-Clause IB.14.3.
 - (c) Schedules (A to C) to Bid duly filled and initialed, in accordance with the instructions contained therein & in accordance with Sub-Clause IB.14.3.
 - (d) Bid Security furnished in accordance with Clause IB.13.
 - (e) Power of Attorney in accordance with Sub-Clause IB.14.5.
 - (f) Documentary evidence in accordance with Clause IB.11
 - (g) Documentary evidence in accordance with Clause IB.12

IB.9 Sufficiency of Bid

- 9.1 Each bidder shall satisfy himself before Bidding as to the correctness and sufficiency of his Bid and of the rates and prices entered in the Schedule of Prices, which rates and prices shall except in so far as it is otherwise expressly provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper completion of the Works.
- 9.2 The bidder is advised to obtain for himself at his own cost and responsibility all information that may be necessary for preparing the bid and entering into a Contract for execution of the Works.

IB.10 Bid Prices, Currency of Bid and Payment

- 10.1 The bidder shall fill up the Schedule of Prices (Schedule A to Bid) indicating the unit rates and prices of the Works to be performed under the Contract. Prices in the Schedule of Prices shall be entered keeping in view the instructions contained in the Preamble to Schedule of Prices.
- 10.2 Unless otherwise stipulated in the Conditions of Contract, prices quoted by the bidder shall remain fixed during the bidder's performance of the Contract and not subject to variation on any account.
- 10.3 The unit rates and prices in the Schedule of Prices shall be quoted by the bidder or bidder may give Premium rates above or below the Estimated cost in the currency as stipulated in Bidding Data.

IB.11 Documents Establishing Bidder's Eligibility and Qualifications

- 11.1 Pursuant to Clause IB.8, the bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.
- 11.2 Bidder/Manufacturer must possess and provide evidence of its capability and the experience as stipulated in Bidding Data and the Qualification Criteria stipulated in the Bidding Documents.

IB.12 Documents Establishing Works' Conformity to Bidding Documents

- 12.1 The documentary evidence of the Works' conformity to the Bidding Documents may be in the form of literature, drawings and data and the bidder shall furnish documentation as set out in Bidding Data.
- 12.2 The bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers, if any, designated by the Employer in the Technical Provisions are intended to be descriptive only and not restrictive.

IB.13 Bid Security

- 13.1 Each bidder shall furnish, as part of his bid, at the option of the bidder, a Bid Security in the amount stipulated in Bidding Data in Pak. Rupees in the form of Bank Draft/Banker's Cheque issued by a Scheduled Bank in Pakistan or an insurance company having atleast AA rating from PACRA/JCR in favour of the Employer. **No CDR will be accepted.**
- 13.2 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer as non-responsive.

- 13.3 The bid securities of unsuccessful bidders will be returned upon award of contract to the successful bidder or on the expiry of validity of Bid Security whichever is earlier.
- 13.4 The Bid Security of the successful bidder will be returned after issuance of Completion Certificate.
- 13.5 The Bid Security may be forfeited:
- (a) if a bidder withdraws his bid during the period of bid validity; or
 - (b) if a bidder does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) hereof; or
 - (c) in the case of a successful bidder, if he fails to:
 - (i) sign the Contract Agreement, in accordance with Sub-Clauses IB.20.2 & 20.3, or
 - (ii) start the work as per Agreement / commencement date as per Work Order

IB.14 Validity of Bids, Format, Signing and Submission of Bid

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

D. SUBMISSION OF BID

IB.15 Deadline for Submission, Modification & Withdrawal of Bids

- 15.1 Bids must be received by the Employer at the address/provided in Bidding Data not later than the time and date stipulated therein.
- 15.2 Bids submitted through telegraph, telex, fax or e-mail shall not be considered.
- 15.3 Any bid received by the Employer after the deadline for submission prescribed in Bidding Data will be returned unopened to such bidder.
- 15.4 Any bidder may modify or withdraw his bid after bid submission provided that the modification or written notice of withdrawal is received by the Employer prior to the deadline for submission of bids.
- 15.5 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 pursuant to Sub-Clause IB.13.5(a).

E. BID OPENING AND EVALUATION

IB.16 Bid Opening, Clarification and Evaluation

- 16.1 The Employer will open the bids, in the presence of bidders' representatives who choose to attend, at the time, date and location stipulated in the Bidding Data.
- 16.2 The bidder's name, Bid Prices, any discount, the presence or absence of Bid Security, and such other details as the Employer at its discretion may consider appropriate, will be announced by the Employer at the bid opening. The Employer will record the minutes of the bid opening. Representatives of the bidders who choose to attend shall sign the attendance sheet.

Any Bid Price or discount which is not read out and recorded at bid opening will not be taken into account in the evaluation of bid.

- 16.3 To assist in the examination, evaluation and comparison of Bids the Engineer/Employer may, at its discretion, ask the bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted.
- 16.4 (a) Prior to the detailed evaluation, pursuant to Sub-Clauses IB.16.7 to 16.9, the Engineer/Employer will determine the substantial responsiveness of each bid to the Bidding Documents. For purpose of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding

Documents without material deviations. It will include to determine the requirements listed in Bidding Data.

- (b) Arithmetical errors will be rectified on the following basis:

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

In case of Percentage above or below the Estimated cost, the Percentage Factor will prevail and the total price in figures and words shall be corrected

- (c) If the bidder does not accept the corrected amount of Bid, his Bid will be rejected and his Bid Security forfeited.

16.5 A Bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the bidder by correction of the non-conformity.

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

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

- (a) Technical Evaluation

It will be examined in detail whether the Works offered by the bidder complies with the Technical Provisions of the Bidding Documents. For this purpose, the bidder's data submitted with the bid in Schedule B to Bid will be compared with technical features/criteria of the Works detailed in the Technical Provisions. Other technical information submitted with the bid regarding the Scope of Work will also be reviewed.

- (b) Commercial Evaluation

It will be examined in detail whether the bids comply with the commercial/contractual conditions of the Bidding Documents. It is expected that no material deviation/stipulation shall be taken by the bidders.

16.8 Evaluated Bid Price

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

- (i) making any correction for arithmetic errors pursuant to Sub-Clause 16.4 hereof.
- (ii) making an appropriate price adjustment for any other acceptable variation or deviation.
- (iii) making an appropriate price adjustment for Deviations in terms of Payments (if any and acceptable to the Employer).
- (iv) discount, if any, offered by the bidders as also read out and recorded at the time of bid opening.

16.9 Evaluation Methods

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

- (i) Price Adjustment for Technical Compliance

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

- (ii) Price Adjustment for Commercial Compliance

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

- (iii) Price Adjustment for Deviation in Terms of Payments

Refer to Bidding Data

IB.17 Process to be Confidential

17.1 Subject to Sub-Clause IB.16.3 heretofore, no bidder shall contact Engineer/Employer on

any matter relating to its Bid from the time of the Bid opening to the time the bid evaluation result is announced by the Employer. The evaluation result shall be announced at least ten (10) days prior to award of Contract. 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.

- 17.2 Any effort by a bidder to influence Engineer/Employer in the Bid evaluation, Bid comparison or Contract Award decisions may result in the rejection of his Bid. Whereas, any bidder feeling aggrieved may lodge a written complaint not later than fifteen (15) days after the announcement of the bid evaluation result, however, mere fact of lodging a complaint shall not warrant suspension of procurement process.

F. AWARD OF CONTRACT

IB.18. Post Qualification

- 18.1 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 therefor in writing. They shall form part of the records of that bid evaluation report.

- 18.2 The determination will take into account the bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidders' qualifications submitted under Clause IB.11, as well as such other information required in the Bidding Documents.

IB.19 Award Criteria & Employer's Right

- 19.1 Subject to Sub-Clause IB.19.2, the Employer will award the Contract to the bidder whose bid has been determined 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 qualified to satisfactory perform the Contract in accordance with the provisions of Clause IB.18.
- 19.2 Not with standing Sub-Clause IB.19.1, 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 to inform the affected bidders of the grounds for the Employer's action except that the grounds for its rejection of all bids shall upon request be communicated, to any bidder who submitted a bid, without justification of the grounds. Notice of the rejection of all the bids shall be given promptly to all the bidders.

IB.20 Notification of Award & Signing of Contract Agreement

- 20.1 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.
- 20.2 The formal Agreement between the Employer and the successful bidder shall be executed within seven (7) days of the receipt of Form of Contract Agreement by the successful bidder from the Employer.

IB.21 Integrity Pact

The Bidder shall sign and stamp the Form of Integrity Pact provided at Schedule-F to Bid in the Bidding Document for all Federal Government procurement contracts exceeding Rupees ten (10) million. Failure to provide such Integrity Pact shall make the bid non-responsive.

IB.22 Performance Security

- 22.1 The successful bidder shall furnish to the Employer a Performance Security in the form and the amount stipulated in the Bid Datasheet within a period of fourteen (14) days after the receipt of Letter of Acceptance.
- 22.2 Failure of the successful bidder to comply with the requirement of Sub-Clauses 20.2 & 20.3 or 22.1 of Clause IB.21 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

III) BIDDING DATA SHEET (BDS)

Instructions to Bidders

Clause Reference

1.1 Name of Employer

Pakistan Agricultural Storage & Services Corporation (PASSCO),

Brief Description of Works

Repair/Maintenance and Rehabilitation Work of PASSCO Zonal Office Dera Allah Yar

5.1 (a) Employer's address:

PASSCO, Head Office, Lahore

5.1 (b) Engineer's address

As nominated by The Employer/ DGM (Works)

10.3 Bid shall be quoted entirely in Pak. Rupees. Bidder are required to give their Premium rates Above or below the Estimated cost as being prepared by PASSCO. The payment shall be made in Pak. Rupees.

11.2 The bidder/manufacturer has the financial and technical capability necessary to perform the Contract and provide following mandatory documents:

1. **Copy of registration of firm/Company from the relevant forum.**
2. **Valid PEC Certificate (C6 or above with specialization category in CE-10)**
3. **Valid registration with FBR/Active Taxpayer.**
4. **An undertaking/affidavit of not being blacklisted by Govt/semi-Govt organization**
5. **Bank Statement of one year (May -2023 to april-2024) duly signed and stamped by relevant manager bank**

12.1 (a) a detailed description of the works, essential technical and performance characteristics. [n/a]

(b) Complete set of technical information, description data, literature and drawings as required in accordance with Schedule B to Bid, Specific Works Data. This will include but not be limited to a sufficient number of drawings, photographs, catalogues, illustrations and such other information as is necessary to illustrate clearly the significant characteristics such as general construction dimensions and other relevant information about the works to be performed. [N/A]

13.1 **Amount of Bid Security**
(Rs.45,000/-) in shape of Pay Order or Bank Draft issued by any shechuled bank in favor of PASSCO.No CDR will be accepted.

14.1 **Period of Bid Validity**

60 days

14.4 **Number of Copies of the Bid to be Submitted**

One original plus 01 copies.

14.6 **(a) Employer's Address for the Purpose of Bid Submission**

e-Pak Acquisition & Dispsol System (EPADS)

15.1 **Deadline for Submission of Bids**

11:30 AM on 21.05.2024

16.1 **Venue, Time, and Date of Bid Opening**

Venue: 11-Kashmir Road, PASSCO, Head Office, Lahore

Time: 1230 hrs

Date: **21.05.2024**

16.4 **Responsiveness of Bids**

- (i) the Bid is valid till required period and possess valid Bid security,
- (ii) the Bid prices are firm during currency of contract (if it is a fixed price bid)
- (iii) completion period offered is within specified limits,
- (iv) the Bidder/Manufacturer is eligible to Bid and possesses the requisite experience, capability and qualification as per Instruction contained in IB11-14.
- (v) the Bid does not deviate from basic technical requirements
- (vi) the Bids are generally in order, etc
- (vii) For Item rate contracts/bids, the offered rates/price of items are reasonable/adequate

16.4 **Perfomance Security**

The successful bidder shall furnish the Perfomance Security amounting to Rs5% of the quoted accepted bid amount in form of Bank Draft/Banker's Cheque issued by a Scheduled Bank in Pakistan or an insurance company having atleast AA rating from PACRA/JCR in favour of the Employer, which will be returned after completion of Defect Period.

SCHEDULE - TO TESNDER

FORM OF BID AND SCHEDULES TO BID

FORM OF BID

(LETTER OF OFFER)

Bid Reference No. _____

(Name of Works)

To:

Gentlemen,

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Contract Data, Specifications, Drawings, if any, Schedule of Prices and Addenda Nos. _____ for the execution of the above-named Works, we, the undersigned, being a company doing business under the name of and address _____ and being duly incorporated under the laws of Pakistan hereby offer to execute and complete such Works and remedy any defects therein in conformity with the said Documents including Addenda thereto for the Total Bid Price of Rs _____ (Rupees _____) or such other sum as may be ascertained in accordance with the said Documents.
2. We understand that all the Schedules attached hereto form part of this Bid.
3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of _____ drawn in your favour or made payable to you and valid for a period of twenty eight (28) days beyond the period of validity of Bid.
4. We undertake, if our Bid is accepted, to commence the Works and to deliver and complete the Works comprised in the Contract within the time(s) stated in Contract Data.
5. We agree to abide by this Bid for the period of _____ days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
7. We undertake, if our Bid is accepted, to execute the Performance Security

referred to in Conditions of Contract for the due performance of the Contract.

8. We understand that you are not bound to accept the lowest or any bid you may receive.
9. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid for the Works.

Dated this _____ day of _____, 20

Signature _____

in the capacity of _____ duly authorized to sign bid for and on behalf of

(Seal)

Address

Witness:

(Signature) _____

Name: _____

Address: _____

SCHEDULES TO BID INCLUDE THE FOLLOWING:

- Schedule A to Bid: Schedule of Prices / BOQ
- Schedule B to Bid: Specific Works Data
- Schedule C to Bid: Integrity Pact

SCHEDULE – A TO BID

SCHEDULE OF PRICES

<u>Sr. No.</u>		<u>Page No.</u>
1.	Preamble to Schedule of Prices	26
2.	Schedule of Prices	29
	* (a) Summary of Bid Prices	
	* (b) Detailed Schedule of Prices / Bill of Quantity	

PREAMBLE TO SCHEDULE OF PRICES

1. General

- 1.1 The Schedule of Prices shall be read in conjunction with the Conditions of Contract, Contract Data together with the Specifications and Drawings, if any.
- 1.2 The Contract shall be for the whole of the Works as described in these Bidding Documents. Bids must be for the complete scope of works.

2. Description

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

3. Units & Abbreviations

- 3.1 Units of measurement, symbols and abbreviations expressed in the Bidding Documents shall comply with the FPS Units

4. Rates and Prices

- 4.1 Except as otherwise expressly provided under the Conditions of Contract, the rates and amounts entered in the Schedule of Prices shall be the rates at which the Contractor shall be paid and shall be the full inclusive value of the works set forth or implied in the Contract; except for the amounts reimbursable, if any to the Contractor under the Contract.
- 4.2 Unless otherwise stipulated in the Contract Data, the rates and prices entered by the bidder shall not be subject to adjustment during the performance of the Contract.
- 4.3 All duties, taxes and other levies payable by the Contractor shall be included in the rates and prices.
- 4.4 The whole cost of complying with the provisions of the Contract shall be included in the items provided in the Schedule of Prices, and where no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the Works and no separate payment will be made for those items.

The rates, prices and amounts shall be entered against each item in the Schedule of Prices. Any item against which no rate or price is entered by the bidder will not be paid for by the Employer when executed and

SCHEDULE - A TO BID

shall be deemed covered by the rates and prices for other items in the Schedule of Prices.

- 4.5 (a) The bidder shall be deemed to have obtained all information as to and all requirements related thereto which may affect the bid price.
- (b) The Contractor shall be responsible to make complete arrangements for the transportation of the Plant to the Site.
- 4.6 The Contractor shall provide for all parts of the Works to be completed in every respect. Notwithstanding that any details, accessories, etc. required for the complete installation and satisfactory operation of the Works, are not specifically mentioned in the Specifications, such details shall be considered as included in the Contract Price.

5. Bid Prices

5.1 Break-up of Bid Prices

The various elements of Bid Prices shall be quoted as detailed by the Employer in the format of Schedule of Prices.

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

5.2 Total Bid Price

The total of bid prices in the Schedule of Prices shall be entered in the Summary of Bid Prices.

6. Provisional Sums

- 6.1** Provisional Sums included and so designated in the Schedule of Prices if any, shall be expended in whole or in part at the direction and discretion of the Engineer/Employer. The Contractor will only receive payment in respect of Provisional Sums if he has been instructed by the Engineer/Employer to utilise such sums.

BOQ - (BOOK OF QUANTITIES)					
REPAIR / MAINTENANCE AND REHABILITATION WORK OF PASSCO ZONAL OFFICE DERA ALLAH YAR ZONE					
Ser	Description	Qulty	Unit	Rate	Amount
1	Removing and P/F First class Kail wood wrought joinery for doors and windows Fixed in position i/c chowkats holds fasts hings iron tower volts chocks cleats Handles etc complete. a) 1¾" thick.	125	1540.96	P-Sft	191,946/-
2	White glazed tiles 1/4" thick dado jointed in white cement and laid over 1:2 cement sand mortar 3/4" thick including finishing.	1143	356.92	Sft	407,781/-
3	Distempering with Berger/ ICI or equivalent synthetic vinyl plastic emulsion paint of approved shade on old surface of walls and ceiling including dusting, sand papering and cleaning in basement and ground floor c) Three coats	3241	32.00	Sft	103,712/-
4	P/L White washing & out Side old surface 2 Coats .	756	9.21	Sft	6,964/-
5	Oil Painting doors & windows any type i/c edges of 2 coats	188	21.92	Sft	4,121/-
6	Cement concrete plain (1:2:4)on floors including placing, compacting, finishing and curing complete (including screening and washing of stone aggregate)	86	85.43	Sft	7,347/-
7	Borrow pit excavation dressed lead up to site. ordinary soil (Spplying earth to site)	4050	9.21	p/cft	37,301/-
8	Dressing and levelling of earth work to designed section, etc. & Compaction of Earth Work	1184	2.31	p/cft	2,735/-
9	Providing and leveling Dry brick paving laid flat, sand grouted including priparation of compactef bed by watering and bringing the some to proper camber by 1/2" thick mud plaster	7400	70.18	Sft	519,332/-
PART- B Plumbing & Sanitation					
10	S/F squting type white glazed earth were W.C pan with internal i/c the cost of flush cirtion with inlet fitting and flesh pipe with band making good in cement concrete 1:2:4 (i) w.C not less that 19" clear opening between flushing 3 galons pushing tank with 4" dai C.P trap and C.I thumble	2.0	4846.60	Each	9,693/-
11	P/F 22" x 16" lavatory basin in white glazed ware complete with and i.c the cost of w.i or cantilever brackets 6" buil to into walls paited etc complete	2.0	4694.80	Each	9,390/-

12	Providing PPRC pipe special and clamps etc fixing cutting and fitting complete with all nuts and bolts cutting trench upto 24" feet deep raffling watering ramming				
	3/4" Dia	150.0	70.00	P-Rft	10,500/-
	1" Dia	100.0	80.00	P-Rft	8,000/-
13	P/F 6'x2" or 6"x3" C I Floor trap of the approved self cleaning design With A c etc.				
	Bath room	6.0	2024.43	Each	12,147/-
14	Nyloon connection				
	Bath room	6.0	447.15	Each	2,683/-
15	S/F long bib cock 1/2" dia of superior quality	10.0	1109.5	Each	11,095/-
16	S/F C.P cock 1/2" dia of superior quality	10.0	889.46	Each	8,895/-
17	P/F 4" dia PVC pipe i/c cutting and fitting for severge Completed all respect	100.0	150.00	P-Rft	15,000/-
18	Providing and fixing of piston pump local made single phase 220	1.0	5494.57	P-No	5,495/-
19	Construction of manhole or inspection chamber for the required diamter of circular sewer with walls of B.B in cement sand mortar 1:3 cement plastered 1:3 1/2" thick, inside of walls and 1" (25mm) thick over benching and channel i/c fixing C.I manhole cover with frame of clear opeining 1/2" x 1 x 1/2" (457 x 457mm) of 1.75 cwt (88.9kg) embedded in plain C.C 1:2:4 and fixing 1" (25mm) dia M.S steps 6" (150mm) wide projecting 4" (102 mm) from the face of wall at 12" (305 mm) C/C duly painted etc complete as per standard specification and drawing.	1.0	14748.00	P-No	14,748/-
20	Fan - Fixing AC ceiling fan regulator on metal board recessed in walls or columns and covered with plastic sheet	3	404.56	Each	1,214/-
21	P/F mild steel bar fan clamp (5/8" dia) suitable for RCC roof	3	458.90	Each	1,377/-
22	Supply of AC ceiling fan 56" sweep	3	5092.50	Each	15,278/-
23	Switch fuses - P/F on prepared board iron - clad triple pole , switch fuse , with rewirable fuse link carrier 500 volts grade 60 Amps	2	3970.00	Each	7,940/-
24	E/Saver - P/F energy saver superior quality i/c fixing on existing holder etc complete	20	600.00	Each	12,000/-
25	Wiring for light or fan point with 1/1.13(3/0.029)PVC insulated wire	20	550.00	Each	11,000/-
26	Wiring for plug point with 1/1.13(3/0.029)PVC insulated wire	20	550.00	Each	11,000/-
27	Electric bell push - P/F flush type electric bell push buttom	2	2500.00	Each	5,000/-

28	Providing and fixing A.C one way S.P 10/15 Amperes switch flush type on metal board recessed in the wall or columns and covered with fiber sheet	30	350.00	Each	10,500/-
29	/F surface type 3 pin , 15 Amps , S.P surface plug-socket , switch and shoe unit on metal board recessed in the walls or columns and covered with plastic sheet	2	3500.00	Each	7,000/-
TOTAL					1,471,191/-

Rate quoted by the Contractor:-

Percentage % above/Below the Estimated cost _____

Amount +/- Rs: _____

GRAND TOTAL: _____

TENDER PRICE IN WORDS: _____

CONTRACTOR SIGNATURE (SEAL)

SCHEDULE - B TO BID

***SPECIFIC WORKS DATA**

(To be prepared and incorporated by the Employer)

***(Note:** The Employer shall spell out the information & data required to be filled out by the bidder and to furnish complementary information).

SCHEDULE – C TO BID

(INTEGRITY PACT)

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

Contract No. _____ Dated _____
Contract Value: _____
Contract Title: _____

..... [name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan (GoP) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoP through any corrupt business practice.

Without limiting the generality of the foregoing, [name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

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

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

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

Name of Buyer:
Signature:
[Seal]

Name of Seller/Supplier:
Signature:
[Seal]

V) CONDITIONS OF CONTRACT

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CONDITIONS OF CONTRACT

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V) CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

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

The Contract

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

Persons

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

Dates, Times and Periods

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

Money and Payments

- 1.1.10 “Cost” means all expenditure 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 **“PASSCO”** means Pakistan Agriculture Storage and Services Corporation Limited, Lahore, here in called The Employer.
- 1.1.12 **“Authorized Person/Director”** means an officer appointed by the Managing Director of PASSCO (The Employer) for the purposes of the contract.
- 1.1.13 **“Engineer –in charge”** means the person or agency for the time being or from time to time designated or appointed in writing by the Employer/Director/Authorized Person to act as Engineer –in –charge for the purposes of the contract
- 1.1.14 **“Representative”** means the persona agency for the time being or from time to time designated or appointed in writing bye the director to act as engineer –in – charge to perform the duties set forth in the Contract.
- 1.1.15 **“Contractor”** means the person or persons, firm/company or supplier who’s Tender has been accepted by PASSCO and include the contractors/Supplier’s representatives, successors and permitted assignees.
- 1.1.16 **“Agent”** means the person for the time being or from time to time appointed by the contract.
- 1.1.17 **“Work”** means the works to be executed or/supplies to be made in accordance with the contract.
- 1.1.18 **“Contract”** means and includes the general rules and Direction for the guidance of contractors. Tender for works, Conditions of the contract, General Specifications.
- 1.1.19 **“Contract Price”** means the sum named in the Tender of the work Subject to such additions thereto or deductions therefrom as may be made under the provisions hereinafter contained.
- 1.1.20 **“Notice of Award”** means the PASSCO Notice conveying his acceptance of the Tender subject to such terms, condition and reservation as maybe stated therein.
- 1.1.21 **“Drawing”** means the drawing referred to in the contract and Specifications and egineer in -Charge and such other drawings as may from time to time be furnished or approved in writing by the engineer in -Charge.
- 1.1.22 **“Site”** means the lands and other places on, under, over, in or through which the works are to be executed or carried out and any other lands or places provided by the PASSCO for the purposes of the contract together with such other places as may be specifically designed in or pursuant to the contract as forming part of the site.

1.2 **Interpretation**

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

1.3 **Priority of Documents**

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

1.4 **Law**

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

1.5 **Communications**

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

1.6 **Statutory Obligations**

The Contractor shall comply with the Laws of Islamic Republic of Pakistan and shall give all notices and pay all fees and other charges in respect of the 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 Employer shall, if requested by the Contractor, assist him in applying for permits, licences or approvals which are required for the Works.

2.3 **Engineer's/Employer's Instructions**

The Contractor shall comply with all instructions given by the Authorized Person/Engineer In charge or his Representative, if notified 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 Engineer/Employer shall affect the Contractor's obligations.

3. **ENGINEER'S/EMPLOYER'S REPRESENTATIVES**

3.1 **Authorised Person**

The Employer shall appoint/depute a duly authorized person to act for him and on his behalf for the purposes of this Contract. Such authorized person shall be duly identified in the Contract Data or otherwise notified in writing to the Contractor as soon as he is so appointed. In either case the Employer shall notify the Contractor, in writing, the precise scope of the authority of such authorized person at the time of his appointment.

3.2 **Engineer's/Employer's Representative**

The name and address of Engineer's/Employer's Representative (Engineer –in charge) is given in Contract Data. However the Contractor shall be notified by the Engineer/Employer, the delegated duties and authority before the Commencement of Works.

4. **THE CONTRACTOR**

4.1 **General Obligations**

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

4.2 **Contractor's Representative**

The Contractor shall appoint a representative at site on full time basis to supervise the execution of work 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 unreasonable 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 shall not subcontract any part of the Works without the consent of the Employer.

5. DESIGN BY CONTRACTOR

5.1 Contractor's Design

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

5.2 Responsibility for Design

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

6. EMPLOYER'S RISKS

6.1 The Employer's Risks

The Employer's Risks are:-

- a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, within the Country;
- b) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, within the Country;
- c) riot, commotion or disorder by persons other than the Contractor's personnel and other employees including the personnel and employees of Sub-Contractors, affecting the Site and/or the Works;
- d) ionising radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly, except to the extent to which the Contractor/Sub-Contractors may be responsible for the use of any radio-active material;
- e) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;

- f) use or occupation by the Employer of any part of the Works, except as may be specified in the Contract;
- g) late handing over of sites, anomalies in drawings, late delivery of designs and drawings of any part of the Works by the Employer's personnel or by others for whom the Employer is responsible;
- h) a suspension under Sub-Clause 2.3 unless it is attributable to the Contractor's failure; and
- i) 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 Employer and accepted by 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.

7.2 Programme

Within the time stated in the Contract Data, the Contractor shall submit to the Engineer/Employer a programme for the Works in the form stated in the Contract Data.

7.3 Extension of Time

The Contractor shall, within such time as may be reasonable under the circumstances, notify the Employer/Engineer of any event(s) falling within the scope of Sub-Clause 6.1 or 10.3 of these Conditions of Contract and request the Director/DGM (Works) for a reasonable extension in the time for the completion of Works. Subject to the aforesaid, the DGM (Works)/Engineer 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/Engineer within such period as may be prescribed by the the Employer/Engineer 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.

8. TAKING-OVER

8.1 Completion

The Contractor may notify the The Engineer In charge with copy to Director/DGM (Works) when he considers that the Works are complete/substantially complete.

8.2 Taking-Over Notice

Within fourteen (14) days of the receipt of the said notice of completion from the Contractor the Employer/Engineer shall either takeover the completed Works and issue a Certificate of Completion to that effect or shall notify the Contractor his reasons for not taking-over the Works. While issuing the Certificate of Completion as aforesaid, the Employer/Engineer may identify any outstanding items of work which the Contractor shall undertake during the Maintenance Period.

9. REMEDYING DEFECTS

9.1 Remediating Defects

The Contractor shall for a period stated in the Contract Data from the date of issue of the Certificate of Completion carry out, at no cost to the Employer, repair and rectification work which is necessitated by the earlier execution of poor quality of work or use of below specifications material in the execution of Works and which is so identified by the Employer/Engineer in writing within the said period. Upon expiry of the said period, and subject to the Contractor's faithfully performing his aforesaid obligations, the Employer/Engineer shall issue a Maintenance Certificate whereupon all obligations of the Contractor under this Contract shall come to an end.

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. However, the cost of remedying defects not attributable to the Contractor shall be valued as a Variation.

9.2 Uncovering and Testing

The Engineer/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's design, Materials, Plant or workmanship are not 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.

10. VARIATIONS AND CLAIMS

10.1 Right to Vary

The Employer/Engineer may issue Variation Order(s) in writing. Where for any reason it has not been possible for the Employer/Engineer to issue such Variations Order(s), the Contractor may confirm any verbal orders given by the Employer/Engineer in writing and if the same are not refuted/denied by the Employer/Engineer within seven (7) days of the receipt of such confirmation the same shall be deemed to be a Variation Orders for the purposes of this Sub-Clause.

10.2 Valuation of Variations

Variations shall be valued as follows:

- a) at a lump sum price agreed between the Parties, or
- b) where appropriate, at rates in the Contract, or
- c) in the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation, or failing which
- d) at appropriate new rates, as may be agreed or which the Engineer/Employer considers appropriate, or
- e) if the Engineer/Employer so instructs, at day work rates set out in the Contract Data for which the Contractor shall keep records of hours of labour and Contractor's Equipment, and of Materials, used.

10.3 Early Warning

The Contractor shall notify the Engineer/Employer in writing as soon as he is aware of any circumstance which may delay or disrupt the 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 Engineer/Employer being unable to keep all relevant records or not taking steps to minimise 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 Engineer/Employer within fourteen (14) days of the occurrence of cause.

10.5 **Variation and Claim Procedure**

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

11. **CONTRACT PRICE AND PAYMENT**

11.1 (a) **Terms of Payments**

The amount due to the Contractor under any Interim Payment Certificate issued by the Engineer pursuant to this Clause, or to any other terms of the Contract, shall, be paid by the Employer to the Contractor within 30 days after such Interim Payment Certificate has been jointly verified by Employer/Engineer's Representative and Contractor, or, in the case of the Final Certificate referred, within 60 days after such Final Payment Certificate has been jointly verified by Employer/Engineer Representative and Contractor; Provided that the Interim Payment shall be caused in 42 days and Final Payment in 60 days in case of foreign funded project.

(b) **Valuation of the Works**

The Works shall be valued as provided for in the Contract Data, subject to Clause 10.

11.2 **Monthly Statements**

The Contractor shall be entitled to be paid at monthly intervals:

- a) the value of the Works executed; and
- b) The percentage of the value of Materials and Plant reasonably delivered to the Site, as stated in the Contract Data, subject to any additions or deductions which may be due.

The Contractor shall submit each month to the Engineer/Employer a statement showing the amounts to which he considers himself entitled.

11.3 **Interim Payments**

Within a period not exceeding seven (7) days from the date of submission of a statement for interim payment by the Contractor, the Engineer shall verify the same and within a period not exceeding thirty (30) days from the said date of submission by the Contractor, the Employer shall pay to the Contractor the sum verified by the Engineer less retention money at the rate stated in the Contract Data.

11.4 **Retention**

Retention money shall be paid by the Employer to the Contractor within fourteen (14) days after either the expiry of the period stated in the Contract Data, or the remedying of notified defects, or the completion of outstanding work, all as referred to in Sub-Clause 9.1, which ever is the later.

11.5 **Final Payment**

Within twenty one (21) days from the date of issuance of the Maintenance Certificate the Contractor shall submit a final account to the Engineer to verify and the Engineer shall verify the same within fourteen (14) days from the date of submission and forward the same to the Employer together with any documentation reasonably required to enable the Employer to ascertain the final contract value.

Within sixty (60) days from the date of receipt of the verified final account from the Engineer, the Employer shall pay to the Contractor any amount due to the Contractor. While making such payment the Employer may, for reasons to be given to the Contractor in writing, withhold any part or parts of the verified amount.

11.6 **Currency**

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

12. **DEFAULT**

12.1 **Default by Contractor**

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

If the Contractor has not taken all practicable steps to remedy the default within fourteen (14) days after receipt of the Employer's notice, the Employer may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilise from the Site leaving behind any 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 (28) days after the Employer's receipt of this notice, the Contractor may suspend the execution of all or parts of the Works.

If the default is not remedied within twenty eight (45) days after the Employer's

receipt of the Contractor's notice, the Contractor may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilise from the Site.

12.3 **Insolvency**

If a Party is declared insolvent under any applicable law, the other Party may by notice terminate the Contract immediately. The Contractor shall then demobilise 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 Plant reasonably delivered to the Site, adjusted by the following:

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) any sums to which the Employer is entitled,
- c) if the Employer has terminated under Sub-Clause 12.1 or 12.3, the Employer shall be entitled to a sum equivalent to 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 demobilisation together with a sum equivalent to ten percent (10%) of the value of parts of the Works not executed at the date of termination.

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

13. **RISKS AND RESPONSIBILITIES**

13.1 **Contractor's Care of the Works**

Subject to Sub-Clause 9.1, the Contractor shall take full responsibility for the care of the Works from the Commencement Date until the date of the Employer's/Engineer'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 Engineer/Employer immediately. If necessary, the Contractor may suspend the execution of the Works and, to the extent agreed with the Employer demobilise the Contractor's Equipment.

If the event continues for a period of 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 Plant reasonably delivered to the Site, adjusted by the following:

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

14.1 **Arrangements**

The Contractor shall, prior to commencing the Works, effect insurances of the types, in the amounts and naming as insured the persons stipulated in the Contract Data except for items (a) to (e) and (i) of the Employer's Risks under Sub-Clause 6.1. The policies shall be issued by insurers and in terms approved by the Employer. The Contractor shall provide the Engineer/Employer with evidence that any required policy is in force and that the premiums have been paid.

14.2 **Default**

If the Contractor fails to effect or keep in force any of the insurances referred to in the previous Sub-Clause, or fails to provide satisfactory evidence, policies or receipts, the Employer may, without prejudice to any other right or remedy, effect insurance for the cover relevant to such as a default and pay the premiums due and recover the same plus a sum in percentage given in Contractor Data from any other amounts due to the Contractor.

15. **RESOLUTION OF DISPUTES**

15.1 **Engineer's Decision**

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

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

15.2 **Notice of Dissatisfaction**

If a Party is dissatisfied with the decision of the Engineer or if no decision is given within the time set out in Sub-Clause 15.1 hereabove, the Party 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 Parties. If notice of dissatisfaction is given within the specified time, the decision shall be binding on the Parties who shall give effect to it without delay unless and until the decision of the Engineer is revised by an arbitrator.

15.3 **Arbitration**

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 thereunder 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 Schedule-F to 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 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.

VI) CONTRACT DATA

Sub-Clauses of Conditions of Contract

1.1.3 Drawings:

Attached with Drawing section

1.1.4 **The Employer** means

**PAKISTAN AGRICULTURAL STORAGE & SERVICES
CORPORATION (PASSCO)**

1.1.5 **The Contractor** means

1.1.7 **Commencement Date** means the date as specified in the Work Order issued by The Authorized Person/Director/DGM (Works) to commence/mobilize at site

1.1.9 **Time for Completion** _____ days

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

- (a) The Contract Agreement
- (b) Letter of Acceptance
- (c) The completed Form of Bid
- (d) Contract Data
- (e) Conditions of Contract
- (f) The completed Schedules to Bid including Schedule of Prices (BOQ)
- (g) The Drawings, if any
- (h) The Specifications, if any
- (i) _____

2.1 **Provision of Site:** On the Commencement Date*

3.1 **Authorised person :** Dept. General Manager (DGM) (Works)

3.2 **Name and address of Engineer's/Employer's representative** _____ Will notify on
Work Order or time by time by DGM (Works)

7.2 **Programme / Requirements for Contractor's design (if any):**

Specification Clause No's N/A

7.4 Amount payable due to failure to complete shall be **0.01** % per day up to a maximum of (5%) * of sum stated in the Letter of Acceptance or Work Order

9.1 **Period for remedying defects**

_____ 180 Days _____

9.2 **Uncovering and Testing:**

No payments for testing/arrangement will be paid to contractors if its established that the Contractor's Plant, Material, Design or workmanship are not in accordance with the Contract

9.3* **Arrangement Inspection/Testing at Site or Lab**

The Contractor will provide/arrange all the logistics/boarding/travelling to the Engineer's Representative / Engineer Incharge for Inspection/testing of Work at site and submission of samples at lab.

11.3 **Percentage of retention:** five (5%)

11.6 **Currency of payment:** Pak. Rupees

14.1 **Insurances:**

The Contractor will be responsible for protection of their Plant & Equipment and Personnel. The Employer will have no right to cover Insurance of same

15.3 **Arbitration**

Place of Arbitration: Lahore

VII) STANDARD FORMS

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the “Agreement”) made on the _____ day of _____ 200 _____ between _____ (hereinafter called the “Employer”) of the one part and _____ (hereinafter called the “Contractor”) of the other part.

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

NOW this Agreement witnesseth as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents after incorporating addenda, if any except those parts relating to Instructions to Bidders, shall be deemed to form and be read and construed as part of this Agreement, viz:
 - (a) The Letter of Acceptance;
 - (b) The completed Form of Bid alongwith Schedules to Bid;
 - (c) Conditions of Contract & Contract Data;
 - (d) The priced Schedule of Prices;
 - (e) The Specifications; and
 - (f) The Drawings
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy defects therein in conformity and in all respects within the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Signature of the Contactor

(Seal)

Signature of the Employer

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

(Name, Title and Address)

Witness:

(Name, Title and Address)

***DRAWINGS**

i SITE PLAN

(Must be printed on Rs.100/- Stamp Paper)

BLACK-LISTING CERTIFICATE

THE BIDDER SHALL ATTACH HERewith AN AFFIDAVIT STATING THAT

- a. "CERTIFIED THAT I/WE HAVE NEITHER DEFAULTED OF ANY CONTRACT / AGREEMENT WITH ANY FEDERAL / PROVINCIAL / LOCAL GOVERNMENT NEITHER INCLUDING ITS DEPARTMENTS / BODIES / SUBSIDIARIES AND/OR ORGANIZATIONS / INSTITUTIONS IN LAST TWO YEARS, NOR BLACKLISTED BY ANY ONE OF THOSE ELUCIDATED ABOVE.
- b. ALL THE DOCUMENTS PROVIDED FOR EVALUATION ARE COPIED FROM THE ORIGINAL DOCUMENTS. IN CASE, ANY DOCUMENTS FOUND FAKE/BOGUS/AMMENDED, THE CLIENT HAS LIBERTY TO PROCEED LEGAL ACTION AGAINST OUR FIRM/COMPANY.
- c. IF, AT LATER STAGE, AFFIDAVIT IS FOUND FABRICATED / FICTITIOUS, SECURITY ALREADY DEPOSITED MAY BE FORFEITED BY PASSCO".

M/S. _____

Contact Person: _____

Address: _____

Tel #: _____ Mobile #: _____ Fax #: _____

Email: _____

Signature: _____ Dated: _____

Agency Seal:

ATTESTED BY NOTARY PUBLIC