



PAKISTAN REAL ESTATE INVESTMENT
& MANAGEMENT COMPANY (PVT) LTD

TENDER & CONTRACT DOCUMENTS

SINGLE STAGE - TWO ENVELOPE METHOD

**Supply, Installation and Commissioning of Generators in
Cineplex & Commercial Complex (CCC – Building No. 2) at
I-8 Markaz Islamabad
Package No. CCC-ELECT-09 (b) – Generators Set**

Tender Enquiry #: PRIMACO/P&C/Generators CCC Islamabad/03/01/2024

January 2024

Manager (P&C)
PRIMACO Head Office, 2nd Floor, EOBI House
G-10/4, Mauve Area, Islamabad
Tel: 051-9108254-55



INVITATION FOR BIDS

The Employer, PRIMACO, invites sealed bids from eligible firms licensed by the Pakistan Engineering Council for hiring of contractor for Supply, Installation and Commissioning of Generator at Cineplex & Commercial Complex (CCC Building No.2) having approximate covered area of 222,000 square feet at I-8 Markaz Islamabad.

1. A complete set of Bidding Documents, in form of readable CD/DVD, can be obtained by interested eligible bidders on submission of a written application to the office given below along with a Bankers' Cheque of Rs. 5000/- (Non-Refundable) in the shape of Bank Draft / Pay Order in favor of PRIMACO Islamabad (NTN:2795350-5). Complete Bidding document set can also be downloaded from website of PRIMACO (<http://www.primaco.com.pk/tender.php>) and the same shall be submitted, complete in all respect and duly signed & stamped, along with mandatory Bank Draft / Pay Order of Rs. 5,000/- (non-refundable) in the name of PRIMACO Islamabad, separately. Bid will not be considered without respective Bidding document fees.

2. All bids, bids, must be accompanied by a Bid Security of fixed amount of **Rs. 3.00 Million** in the name of "PRIMACO Islamabad", and must be delivered to Manager (P&C) on or before 1100 hours, on **25th January 2024**. Bids will be opened at 1130 hours on the same day in the presence of bidders' representatives who choose to attend, at the address as given below. In case of bid submission / opening date falls on the public holiday, the submission / opening date will be next working date at same time schedule.

3. The method of Procurement is **Single Stage, Two Envelop (Least Cost) Method of PPRA**. The bidder will provide their Technical Proposal / profile with required credentials, an original affidavit on non-judicial stamp paper of non-blacklisting by any Govt. / Semi Govt./ Private organization and Bid Security in one envelope, properly marked as Technical Proposal and sealed financial bids in the other envelop with mark "Financial Bids. Only the bidders who are qualified in the Technical Evaluation will be allowed to participate in the Financial Bidding.

4. Eligibility Criteria:

Interested Bidders who fulfills below criteria are required to submit following information/documents as part of Bid together with mandatory Bid Security of fixed amount as stated above in shape of Deposit at Call/ Bank Draft or Bank Guarantee only (on the standard format provided in bidding document), in the name of PRIMACO Islamabad (NTN:2795350-5): -

- Complete credentials of the individuals/company with related details,
- Copy of valid incorporation/ registration with SECP/GOP/Sole Proprietor,
- Copy of valid Registration with PEC in category C-4 & above with code ME03,
- Copy of Bidder's valid authorization of required Products from OEM.
- Copy of valid Registration with FBR/Tax Department, NTN & GST Registered and must be on AT (for Income and Sale Tax)
- An original and valid affidavit on non-judicial stamp paper/e-stamp paper duly verified stating that the individual / firm is not blacklisted by, or having no litigation with, any Govt. / Autonomous Body or between partners. (Standard format is attached).

Manager (P&C)
PRIMACO Head Office, 2nd Floor, EOBI House
G-10/4, Mauve Area, Islamabad
Tel: 051-9108254-55



**INSTRUCTIONS
TO
BIDDERS
&
BIDDING DATA**



INSTRUCTIONS TO BIDDERS

Instruction to bidders shall remain the same as stated in Pakistan Engineering Council (PEC) **Standard bidding document for Procurement of Works (E & M)** which can be accessed at below link;

<https://pec.org.pk/wp-content/uploads/2021/05/Standard-Form-of-Bidding-Docs-for-Procurement-of-Works-E-M.pdf>

Instructions given in Bidding data shall prevail the Instructions to bidders stipulated in PEC standard bidding document as available at above link.



BIDDING DATA

The following specific data for the Works to be bided shall complement, amend, or supplement the provisions in the Instructions to Bidders.

Wherever there is a conflict, the provisions herein shall prevail over those in the Instructions to Bidders.

Instructions to Bidders

IB Reference Clauses	Bidding Data
1.1	<p>Name of Employer & Description of Works:</p> <p><i>Pakistan Real Estate Investment & Management Company (Employer)</i></p> <p>Hiring of Contractor for Supply, Installation and Commissioning of Generators Set at Cineplex & Commercial Complex (CCC Building No.2) at I-8 Markaz Islamabad</p>
1.2	<p>Name of the Borrower/Source of Financing/Funding Agency:</p> <p>Employer own source of funds.</p>
2.1	<p>Eligible Bidders: As per Criteria as stated in Invitation to Bidders</p> <p>Eligible Countries for Bidder: Islamic Republic of Pakistan</p>
3	<p>Eligible Goods and Services: Eligibility of goods & services shall be as per BOQ, approved Manufacturer list, Technical Specification (Annexure-03) and Drawings (Annexure-04). It will be ascertained during technical evaluation; therefore, <u>Bidder(s) must submit technical submittals as per Schedule – A (1) and A (2).</u> Bidder(s) quoting equivalent Product/equipment/specifications, its equivalency will be assessed by the Employer and in case its equivalency is rejected then Bidder will be disqualified.</p>
5.1	<p>Contents of Bidding Documents:</p> <p>(1): Following Appendix is substituted with Evaluation Criteria; Appendix B – Evidence of Bidder’s Capability</p> <p>Following Appendix is not applicable; Appendix C - Domestic Goods (Value added in Pakistan)</p> <p>Amended sub-clauses shall be read as follows;</p> <p>(2): Form of Bid at Annexure - 01</p> <p>(2) (iv): <i>Schedule D:</i> Deviations from Technical Provisions (Not Applicable)</p> <p>(2) (v): <i>Schedule E:</i> Deviations from Contractual Conditions (Not Applicable)</p> <p>Following Schedule is added: (2) (ix): <i>Schedule I:</i> Construction Camp and housing Facilities</p> <p>(8) & (9): are substituted with Annexure – 03 – Technical Specifications’ Section</p> <p>(10): Drawings at Annexure – 04</p> <p>Following additional Annexures are added; Annexure - 2. Eligibility Information Annexure - 3. Bill of Quantities with Approved Manufacturers List & Origin of Goods/Equipment Section</p>
6.1 (a)	<p>Employer’s address:</p> <p><u>EOBI House, 2nd Floor, Plot No. 32, 33, 34, Mauve Area, G-10/4, Islamabad. Tel: 051-9108254/55 Fax:051-9108274, manager.procurement@primaco.com.pk</u></p>



IB Reference Clauses	Bidding Data
	Bidder(s), if required, can submit clarifications queries not later than Five (05) days prior to the deadline for the submission of bids and if needed the Employer will issue the clarification responses of the Bidding Documents at least three (03) days before the date of submission of Bids.
8.1	Bid Language English shall be language of bidding.
9.1	<p>Documents Comprising the Bid: <i>Substituted with following;</i> The bid prepared and submitted by the bidder(s) shall base on Single Stage Two Envelop method and comprise the following components:</p> <p>Sealed & Marked <u>Technical Bid Envelop:</u> The bidder to submit a sealed and marked technical Bid submitting complete copies of credentials duly signed and stamped (hard binding) in accordance with evaluation criteria (Appendix – B) and in compliance with Schedules to Bid as follows:</p> <ul style="list-style-type: none"> Schedule A: Specific Works Data Schedule B: Work to be Performed by Subcontractors Schedule C: Proposed Programme of Works Schedule F: Method of Performing Works Schedule G: Proposed Organisation Schedule H: Integrity Pact Schedule I: Construction Camp and housing Facilities <p>Additionally following original and duly signed & stamped annexures;</p> <ol style="list-style-type: none"> 1. Bid Security in original 2. Power of Attorney for signing & submission of Bid (<i>in case delegation to employee</i>) 3. Annexure – 2: Eligibility & Qualification Information (<i>with documentary evidences</i>) 4. Annexure – 4: Drawings (in a separate Booklet Form/File) 5. Annexure – 3: Technical Specifications Section (enclosed with BOQ in a separate Booklet Form/ File) <p>Sealed & Marked <u>Financial Bid Envelop:</u> The bidder to submit a sealed and marked Financial Bid in original as per the format provided duly signed and stamped (hard binding) comprising of the following;</p> <ol style="list-style-type: none"> 1. Annexure – 1: Form of Bid 2. Annexure – 3: Bill of Quantities (BOQ) with approved vendor/Manufacturer List (Separate Booklet Form) 3. Signed and Stamped Tender Documents
10.2	Form of Bid and Schedules: 10.2: Not Applicable
12	Currencies of Bid: All prices shall be quoted in Pak Rupees
13.4 (a) (b)	Documents Establishing Bidder's Eligibility and Qualifications: As per evaluation criteria - Appendix – B
13.5	Joint Venture: Not Applicable
15.1	Amount of Bid Security: Fixed amount of Bid Security i.e., Rs. 3.00 Million (To be submitted in shape of Deposit at Call or Bank Guarantee as per standard format).
15.7	Sub-clause (d) shall be added after Sub-clause (c), which read as; If a bidder is disqualified on the basis of misrepresentation which tantamount to “fraudulent practice” as per Rule 2 (f) (iv) of PPRs 2004, in such case its Bid Security shall be forfeited.
16.1	Period of Bid Validity: 90 Calendar Days from opening of bid
17.4	Number of copies of the Bid to be completed and returned: One original duly signed and stamped on each page.



IB Reference Clauses	Bidding Data
18	Sealing, Marking & Submission of Bid: Bids shall be properly sealed and marked as per Single Stage Two Envelop (Least Cost) Method
19	Deadline for submission of bids: Deadline for submission of bids is 1100 Hours on 25 th January 2024 Employer's address for the purpose of Bid submission: Venue: PRIMACO Head Office, 2nd Floor, EOBI House, G-10/4, Mauve Area, Islamabad
25	Conversion to Single Currency: Not Applicable
27	Domestic Preference: Not Applicable
34	Performance Security: A Performance Security, irrevocable and unconditional (as per the Standard Form attached) equal to 7.5 percent of the Contract Price in shape of Bank Guarantees or Pay Order shall be submitted within 28 calendar days after the acceptance of Letter of Acceptance. The Contractor shall be liable for submission of additional performance security in shape of Bank Guarantee or Call Deposit, if adjustable amount based on exchange rate increase/exceed by 5% of Contract price as mentioned in Letter of Acceptance.
35	Signing of Contract Agreement: Contract agreement shall be signed 28 calendar days after the acceptance of Letter of Acceptance provided that the acceptable Performance Security is furnished.



APPENDICES



NAME OF ELIGIBLE COUNTRIES

Islamic Republic of Pakistan



Evaluation Criteria

Hiring of Contractor for Supply, Installation and Commissioning of Generators at Cineplex & Commercial Complex (CCC) Building at I-8 Markaz Islamabad

Criteria Requirement	Maximum Marks
<p>Credentials (All supporting documents shall be annexed)</p> <ol style="list-style-type: none"> 1) Complete credentials of the individuals/company with related details, 2) Copy of valid incorporation/ registration with SECP/GOP/Sole Proprietor, 3) Copy of valid Registration with PEC in category C-4 & above with code ME03 4) Copy of Bidder's valid authorization of required Products from OEM. 5) Copy of valid Registration with FBR/Tax Department, NTN & GST Registered and must be on AT (for Income and Sale Tax) 6) An original and valid affidavit on non-judicial stamp paper/e-stamp paper duly verified stating that the individual / firm is not blacklisted by, or having no litigation with, any Govt. / Autonomous Body or between partners. (standard format is attached on page 80 of this tender document) 	Mandatory
<p>7) No. of Similar Nature COMPLETED Projects worth Rs. 145 Million or above in last 10 years</p> <ul style="list-style-type: none"> - 04 Projects = 25 Marks - 03 Projects = 20 Marks - 02 Projects = 15 Marks - 01 Projects = 10 Marks <p>(Evidence(s) should be provided in form of copy of LOA/ Contract Agreement and Completion Certificate, duly and recently verified by contract awarding authority)</p>	25
<p>8) No. of Similar Nature IN-HAND Projects worth Rs. 145 Million or above</p> <ul style="list-style-type: none"> - 02 Projects = 10 Marks - 01 Projects = 05 Marks <p>(Evidence(s) should be provided in form of copy of LOA/ Contract Agreement, duly and recently verified by contract awarding authority)</p>	10
<p>9) Registration with OEM for Five Years</p> <ul style="list-style-type: none"> a. For 10 years and above = 10 Marks b. For 05 – 09 years = 05 Marks 	05
<p>10) Method Statement</p>	10
<p>11) Proposed Staff for Work</p> <ul style="list-style-type: none"> - B.Sc. Electrical Engineer (PEC Registered) having 10 Years of experience. 7 - B.Sc. Electrical Engineer (PEC Registered) having 07 Years of experience. 5 - 01 Number of Associate Engineers (DAE Mechanical) having 10 years of experience 4 - 01 Number of Associate Engineers (DAE Electrical) having 10 years of experience 4 <p>(Evidence(s) should be provided in form of copy of updated CV/ Employment Agreement/ Registration License etc.)</p>	
<p>12) Schedule / Bar Chart for subject works</p>	8
<p>13) Financial Status</p> <p>Average annual turnover of work done of last three years (2021, 2022, 2023): Marks will be calculated as per the formula:- Score = $\frac{Y1+Y2+Y3}{3} \times 12$</p> <p>Whereas 'Y1,Y2,Y3' are respective annual turnovers of last three years and 'X' is Engineer Estimates (Evidence(s) should be provided in form of Audit Reports, prepared by registered Auditor, of last three years and a copy of last submitted Tax Return)</p>	12
<p>14) List of equipment (Relevant to subject works)</p>	10



Total	100
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NOTES:

- 1) 70% marks must be attained by the bidder for being qualified. Those bidders who do not attain 70% marks will not be included for financial competition and their sealed financial bids will be returned un-opened.
- 2) Past Performance of the bidders who have already worked with PRIMACO will be examined. In case of unsatisfactory performance, the bidder will be declared as disqualified.
- 3) The projects/contracts which are Sub-letted by the OEM authorized company will not be considered for marking.
- 4) Blacklisted firms from Govt/ Semi Govt/ Autonomous departments are not eligible.



SCHEDULES TO BID



SCHEDULES TO BID INCLUDE THE FOLLOWING:

- Schedule A to Bid: Specific Works Data
- Schedule B to Bid: Work to be Performed by Subcontractors
- Schedule C to Bid: Proposed Programme of Works
- Schedule D to Bid: Deviations from Technical Provisions
- Schedule E to Bid: Deviations from Contractual Conditions
- Schedule F to Bid: Method of Performing Works
- Schedule G to Bid: Proposed Organisation
- Schedule H to Bid: Integrity Pact
- Schedule I to Bid: Construction Camp and housing Facilities



SCHEDULE – A (1) TO BID

SPECIFIC WORKS DATA

As per BOQ, Technical Specifications and Drawings attached with Tender Document, the bidders are required to submit their proposed equipment's technical submittals along with complete details, specifications, capacity, drawings, illustrations etc complete in all respect. In order to ascertain the qualification/disqualification with regard to Clause IB 14.3, illustrated below;

The documentary evidence of the Goods and Services' conformity to the Bidding Documents may be in the form of literature, drawings and data and shall furnish:

- (a) A detailed description of the Goods, essential technical and performance characteristics.*
- (b) Complete set of technical information, description data, literature and drawings as required. This will include but not be limited to the following:*
 - (i) 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 Goods to be furnished.*
 - (ii) Details of equipment and machinery with capacity.*
 - (iii) Any other information which is required for evaluation purposes.*
- (c) A clause-by-clause commentary on Technical Provisions, provided with the Bidding Documents, demonstrating the Goods' and Services' substantial responsiveness to those Specifications.*

Reference to Clause IB.13: Manufacturers/their Authorized dealers Authorization Certificate/License agreement/ shall be annexed. Origin of Goods/Equipment shall be as per Annexure – 03. Bidder(s) quoting equivalent equipment/specifications, its equivalency will be assessed and in case its equivalency is rejected the bidder will be disqualified.

Bidders must have to submit a copy of its authorization from OEM for representation in Pakistan, and must have to submit respective Product's details as per Proforma on proceeding page.



SCHEDULE – A (2) TO BID



Tender for Diesel Generators
Schedule A(2) to Bid

**PRIMACO CCC I-8 ISAMABAD
PERFORMA FOR DIESEL GENSETS**

Generator Bid Summary	
Sr.	Description
1.	General
1.1	Make/Origin
1.2	Port of Origin – for shipment
1.3	Prime Rating
1.4	Stand-by Rating
1.5	Control Panel Model
1.6	Canopy (Yes or No)
1.7	Coupling (Local or Imported)
1.8	Canopy (Local or Imported)
1.9	Weight
1.10	Noise Level
2.	Generator Engine
2.1	Engine Make/Model
2.2	Alternator Make/Model
2.3	No of Cylinders
2.4	Bore (mm)
2.5	Stroke (mm)
2.6	RPM
3.	Generator Alternator
3.1	Manufacturer
3.2	Make/Model
3.3	Frequency
3.4	Power (KVA)
3.5	Voltage



SCHEDULE – B TO BID

WORK TO BE PERFORMED BY SUBCONTRACTORS

The bidder will do the work with his own forces except the work listed below which he intends to sub-contract.

<u>Items of Work to be Sub-Contracted</u>	<u>Name and address of Sub-Contractor</u>	<u>Statement of similar works previously executed (Attach evidence)</u>
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Note:

1. No change of Sub-Contractor shall be made by the bidder without prior approval of the Employer.
2. The truthfulness and accuracy of the statement as to the experience of Sub-Contractors is guaranteed by the bidder. The Employer's judgment shall be final as to the evaluation of the experience of Sub-Contractors submitted by the bidder.
3. Statement of similar works shall include description, location & value of work, year completed and name & address of the clients.



SCHEDULE – C TO BID

PROPOSED PROGRAMME OF WORKS

Bidder shall provide a programme in a bar-chart/CPM/PERT form showing the sequence of work items by which he proposes to complete the work of the entire Contract. The programme should indicate the sequence of work items and the period of time during which he proposes to complete the Works including the activities like designing, schedule of submittal of drawings, ordering and procurement of materials, manufacturing, delivering, construction of civil works, erection, testing and commissioning of Works to be supplied under the Contract.



NOT APPLICABLE FOR SUBJECT PROCUREMENT
DEVIATIONS
FROM
TECHNICAL PROVISIONS

Deleted



NOT APPLICABLE FOR SUBJECT PROCUREMENT

**DEVIATIONS
FROM
CONTRACTUAL CONDITIONS**

Deleted



SCHEDULE – F TO BID

METHOD OF PERFORMING WORKS

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

- The sequence and methods in which he proposes to carry out the Works, including the number of shifts per day and hours per shift, he expects to work.
- A list of all major items of constructional and erection plant, tools and vehicles proposed to be used in carrying out the Works at Site, including number of each kind, make, type, capacity of all equipment, working condition, which shall be deployed by him for Civil Work and Erection, Testing and Commissioning of the Works, in sufficient detail to demonstrate fully that the equipment will meet all the requirements of the Technical Provisions.
- The procedure for installation of equipment and transportation of equipment and materials to the site.
- Details regarding 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.
- Organisation chart indicating head office & field office personnel involved in management, supervision and engineering of the Works to be done under the Contract.



SCHEDULE – G TO BID

PROPOSED ORGANISATION

The bidder shall list in this Schedule the key personnel he will employ from Head office and from Site office to direct and execute the Works, together with their names, qualifications, experience, positions held and their nationalities.

Designation	Name of	Summary of Qualifications Experience, Present Position and Nationality
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- Head Office:

- Site Office:

Contractor's Representative
Site Superintendent
Supervising Engineer
Plant Erectors
Construction Supervisors
Other Key Staff



SCHEDULE – H 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]



SCHEDULE – I TO BID

CONSTRUCTION CAMP AND HOUSING FACILITIES

The Contractor, at his own cost, in accordance with Sub-Clause 14.3 of the Conditions of Contract shall provide description of his construction camp's facilities and staff housing requirements.

The Contractor shall be responsible for pumps, electrical power, water and electrical distribution systems, and sewerage system including all fittings, pipes and other items necessary for servicing the Contractor's construction camp.

Construction camp shall be constructed on place which is duly approved by the employer.

The Bidder shall list his plans for providing these facilities for the service of the Contract as follows:

1. Site Preparation (clearing, land preparation, etc.).
2. Provision of Services.
 - a) Power (expected power load, etc.).
 - b) Water (required amount and system proposed).
 - c) Sanitation (sewage disposal system, etc.).
3. Construction of Facilities
 - a) Contractor's Office. Workshop and Work Areas (areas required and proposed layout, type of construction of buildings, etc.).
 - b) Warehouses and Storage Areas (area required, type of construction and layout).
 - c) Housing and Staff Facilities (Plans for housing for proposed staff, layout, type of construction, etc.).
 - i) The Contractor shall provide other than his staff to Employer 05 persons with the following duties assigned:

05 House Keepers (for the site office and construction site for housekeeping at both places)
4. Construction Equipment Assembly and Preparation (detailed plans for carrying out this activity).
5. Other Items Proposed (Security services, etc.).



SCHEDULE OF PRICES

	Description	Page No.
1.	Preamble to Schedule of Prices	25
2.	Schedule of Prices	

As per ANNEXURE – 03 of the Tender Document, issued in a separate booklet form/ File



1. PREAMBLE TO SCHEDULE OF PRICES

1. General

- 1.1 The Schedule of Prices shall be read in conjunction with the Conditions of Contract together with the Specifications and Drawings.
- 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 Work.

2. Description

- 2.1 The general directions and descriptions of work 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.
- 2.2 The quantities shown in the Schedule of Prices are estimated quantities only as an indication of the Scope of Work to enable the bidder to bid for different items of the Works for his estimate of costs. The estimated quantities shall be used for comparing the bids. It is, however, to be noted that in the event of any increase or decrease in the quantity of any item of Works and subject to provisions of the Conditions of Contract herein, the actual quantities executed will be paid.

3. Units & Abbreviations

- 3.1 Units of measurement, symbols and abbreviations expressed in the Bidding Documents shall comply with the Systeme Internationale d' Unites (SI Units).

The following abbreviations shall be used in the Schedule of Prices:

	<u>Abbreviation</u>
Foreign Currency Component	FCC
Local Currency Component	LCC
United States Dollars	US\$
Pakistani Rupees	PKR/Rs
Number	No.
Kilometer	km
Kilogram	Kg
Cubic Meter	Cu.m
Provisional Sum	PS
Percent	%

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 work set forth or implied in the Contract; except for the amounts reimbursable to the Contractor under the Contract.



- 4.2 Unless otherwise stipulated in the Conditions of Contract, 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 under the Contract, or for any other cause, as on the date twenty-eight (28) days prior to the deadline for submission of bids shall be included in the rates and prices and the total Bid Price submitted by a bidder.

Additional/reduced duties, taxes and levies due to subsequent additions or changes in legislation shall be reimbursed/deducted as per provisions of the Conditions of Contract.

- 4.4 The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced 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 shall be deemed covered by the rates and prices for other items in the Schedule of Prices.

- 4.5 The bidder shall be deemed to have obtained all information as to port clearance facilities and charges, loading and unloading facilities and charges, storage facilities and charges, transportation facilities and charges, congestion and/or other conditions to be expected at Karachi Port and or any other seaport of Pakistan and all requirements related thereto.

The Contractor shall be responsible to make complete arrangements for the transportation of the Plant to the Site.

The bidder shall be deemed to have included all clearing, forwarding and other incidental costs in this regard in his bid. The Contractor will have the option to use either Karachi Port or any other seaport of Pakistan.

- 4.6 The Contractor shall provide for all parts of the Works to be completed in every respect for commercial operation. Notwithstanding that any details, accessories, etc. required for the complete installation and satisfactory operation of the Plant, 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 below:



a) FOB Port of Shipment

The bidder shall quote prices for FOB Port of Shipment for all individual items and for each sub-total of Plant, Erection Equipment and Spare Parts to be supplied from outside Pakistan on FOB (Port of Shipment) basis. The FOB Port of Shipment price shall include the cost of the following:

- i) Design, manufacture, finishing, factory testing, packing for transport and all transportation costs incurred in placing the Plant, Erection Equipment and Spare Parts and other materials on board the vessel.
- ii) Provision of clean on-board bills of lading.
- iii) Export taxes, fees or charges levied on exporting Plant, Erection Equipment and Spare Parts and other materials in the country of origin, in the case of Plant imported to Pakistan.
- iv) Provision of certificates of origin, consular invoices (if required) or any other documents issued in the country of origin.

b) Insurance & Shipping

i) Insurance

The bidder shall quote prices for insurance cover from ex-factory/ ex-works to the Site for the sub-totals of the Plant, Erection Equipment, Spare Parts and other materials to be imported for the Contract. Such prices shall include all insurance costs covering the responsibility for all loss or damages while loading, unloading, storing and trimming on board or on inland carrier and transportation to Site.

The prices for transportation/marine insurance cover shall be quoted on the basis of insurance through insurers from any country(ies) of the world acceptable to the Employer.

ii) Shipping

The bidder shall quote prices for shipping from port of shipment to the port of entry in Pakistan for the sub-totals of the Plant, Erection Equipment, Spare Parts and other materials to be imported for the Contract in Pakistan. Such prices shall include all marine transportation costs including ocean freight and other charges, etc.

The prices for shipping/marine transportation shall be quoted for shipment through reputed shipping lines including Pakistan National Shipping Corporation (PNSC).



Cost of shipment(s) effected by the Contractor at his option by aircraft shall be deemed to be included in the Total Bid Price.

c) CIF (Pakistan Seaport) Price

CIF (Pakistan Seaports) price will be the total of FOB price, insurance and shipping prices, described hereabove.

d) Customs Duties

Customs duty for Plant, Erection Equipment, Spare Parts and other materials, if any, offered from outside Pakistan shall also include sales tax, import duty and other import charges.

e) DDP (Pakistan Seaport) Price

DDP (Pakistan Seaport) price will be the total of CIF price and customs duties, described hereabove.

f) Ex-factory Price for Local Goods

The bidder shall quote prices for Local Goods, materials (other than materials required for civil works such as concrete and reinforcement etc. Cost of which will be included in the price of civil works) and equipment in the relevant column of Ex-Factory (Pakistan) of "Schedule of Prices". Such prices shall include:

- i) Design documentation, drawings, drafting, planning services, manufacturing, testing and packing of finished goods ready for delivery to Site.
- ii) All custom duties, sales tax and other taxes already paid or payable on the components and raw materials used in the manufacture or assembly of Local Goods, materials and equipment.

g) Insurance of Local Goods

Insurance of Local Goods and other materials from factory to Site shall include all insurance costs covering the responsibility of all losses or damages, while loading, unloading, storing, trimming on the carrier and transporting to Site. Checking and verifying of consignments, issuance of receiving reports and damage reports (when applicable) shall be the Contractor's responsibility. The cost of insurance shall be quoted on the basis of insurance through National Insurance Company (NIC) of Pakistan or any other insurance company operating in Pakistan and acceptable to the Employer.

h) Local Transport

Inland transportation for the Plant, Erection Equipment and Spare Parts shall be the Contractor's responsibility in respect of:



- i) the Plant, Erection Equipment, Spare Parts and other materials offered from outside Pakistan; from the port of entry in Pakistan to the storage area at the Site, and
- ii) indigenous Plant, Erection Equipment, Spare Parts and other materials if any, offered from within Pakistan; from the factory in Pakistan to the storage area at the Site, and

all charges occurring therefrom including octroi, zila tax, fees etc. and charges for loading, forwarding and unloading expenses shall be borne by the Contractor. Unloading at the Site, handling of the Plant, Erection Equipment, Spare Parts and other materials to the designated point of Site storage, checking and verifying all shipments received against shipping documents, issue of all receiving reports and issues of damage reports (when applicable) shall be the Contractor's responsibility.

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

- i) Erection & Other Work

The bidder shall quote prices for Erection & Other Work (foreign and local currency portion) for the sub-totals of the Plant at the Site. Such prices shall include the costs of handling of the Plant and other materials from Site storage to point of final installation, erection, installation, testing, commissioning including all inspection, reliability tests, the cost of foreign and local erection staff and labour, tools and equipment, etc. It shall also cover the services of qualified representative(s) of the supplier(s) of Plant or adviser(s) to assure proper erection and commissioning of the Plant. The price shall also include cost of arranging insurances in respect of Contractor's operations in Pakistan which insurances shall be effected by the Contractor with the National Insurance Company (NIC) of Pakistan or any other insurance company operating in Pakistan and acceptable to the Employer.

5.2 Total Bid Price

The total of bid prices under foreign currency and local currency columns in the Schedule of Prices shall be entered in the Summary of Bid Prices. The unit rates and prices and lumpsum amount entered in the Schedule of Prices will be the rates at which the Contractor will be paid, and shall be deemed to be the full inclusive value of the work including all costs of performing the Works such as overheads, income tax, super tax, profits, costs of accepting the general risks, liabilities and obligations set forth or implied in the Contract except for the amounts reimbursable, if any, to the Contractor under the



Contract. The rates shall also include Contractor's cost for providing Performance Security and other Bank Guarantees required for performance of the Contract.

6. Erection and Testing Equipment and Maintenance Tools

- 6.1 In the Schedule of Prices, under Erection and Testing Equipment & maintenance tools the Employer has drawn up a list of Erection and Testing Equipment and Maintenance Tools along with estimated quantities. The bidder shall enter the price only in FOB price column for all individual items and shall give the break-up of the prices into FOB Port of Shipment, Shipping to wharf at the port of entry in Pakistan, Insurance to Site and Local Transport in Pakistan against each sub-total. These Erection and Testing Equipment and Maintenance Tools shall be furnished and the cost included in the Bid Price.

The Employer shall have the option of ordering additional quantities of these essential Erection and Testing Equipment and Maintenance Tools, at the unit rates entered in the Schedule of Prices no later than one year after the Commencement Date.

The unit rate for any item shall be computed by dividing the total amount by the quantity of that item.

- 6.2 The bidder shall also list, in the space provided in the Schedule of Prices, Additional Recommended Erection and Testing Equipment and Maintenance Tools, any Erection and Testing Equipment and Maintenance Tools which he recommends be provided for the Works, in addition to those already specified by the Employer in the Schedule of Prices. The bidder shall enter against each such item, its recommended quantity, and price. The cost of such Additional Recommended Erection and Testing Equipment and Maintenance Tools will not be taken into account in the evaluation of bids.

The Additional Recommended Erection and Testing Equipment and Maintenance Tools may be selected by the Engineer/Employer and the Contract Price will be adjusted in accordance with the prices set against those items in the Schedule of Prices.

7. Spare Parts

- 7.1 In the Schedule of Prices, under Spare Parts, the Employer has drawn up a list of spare parts along with estimated quantities. The bidder shall enter the price only in FOB price column for all individual items and shall indicate the break-up of price into FOB Port of Shipment, Shipping to wharf at the port of entry in Pakistan, Insurance to Site and Local Transport in Pakistan against each sub-total. These spare parts shall be furnished and the cost included in the Bid Price.

The successful Bidder shall prepare and at the time of preparation of Letter of Acceptance submit to the Employer the unit rates of all individual items of the



spare parts. The unit rates of the spare parts for the required quantities shall give a total cost equal to the amount entered in the Schedule of Price for spare parts.

The Employer shall have the option of ordering additional quantities of these essential spare parts, at the unit rates entered in the Schedule of Prices, no later than one year after the Commencement Date.

The unit rate for any item shall be computed by dividing the total amount by the quantity of that item.

- 7.2 The Bidder shall also list in the space provided in the Schedule of Prices any Spare Parts which he recommends be provided for the Works, in addition to those specified by the Employer in the Schedule of Prices. The Bidder shall enter against each such item, its recommended quantity, rate and price. The cost of such Additional Recommended Spare Parts will not be considered in the evaluation of bids.

The Additional Recommended Spare Parts may be selected by the Engineer/ Employer and the Contract Price will be adjusted in accordance with the prices set against those items in the Schedule of Prices.

8. Reimbursable Costs

- 8.1 If provided in the Particular Conditions of Contract, the Contractor shall be reimbursed the actual amounts (without any overhead charges and profits) disbursed by him in respect of non-exempt Pakistani customs, import duties, and taxes, levied upon Plant, Erection Equipment and Spare Parts imported directly by him or his subcontractors into Pakistan for the purpose of this Contract for incorporation in the Works.
- 8.2 The bidder shall recognize such elements of the costs which he expects to incur in the performance of the Works and which are reimbursable, and he shall not include any such costs in the rates and amounts entered in the Schedule of Prices.

9. Provisional Sums

- 9.1 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 Employer/ Engineer. The Contractor will only receive payment in respect of Provisional Sums if he has been instructed by the Employer/Engineer to utilise such sums.



DAYWORK SCHEDULE

1. General

- 1.1 Work shall not be executed on a Daywork basis except by written Order of the Engineer. The rates for Daywork items entered in the Schedule of Prices shall apply to any quantity of Daywork ordered by the Engineer. Nominal quantities have been indicated against each item of Daywork, and the extended total for Daywork shall be carried forward as a provisional sum to the Summary of Bid Prices.

2. Daywork - Labour

- 2.1 In calculating payments due to the Contractor for the execution of Daywork, the hours for labour shall be reckoned from the time of arrival of the labour at the job Site to execute the particular item of Daywork to the time of departure, but excluding meal breaks and rest periods. Only the times of classes of labour directly doing work ordered by the Engineer and for which they are competent to perform shall be measured.

The time of Plant Erectors or other expatriate supervisory personnel shall not be measured unless their time on Site is extended by Variation Order. The rates entered by the Bidder for these categories shall be daily rates inclusive of all allowances and overheads.

- 2.2 For labour other than Plant Erectors or other expatriate supervisory personnel, the Contractor shall be entitled to payment in respect of the total time that labour is employed on Daywork, calculated at the basic rates entered by him in the Schedule of "Daywork Rates – Labour" together with an additional percentage payment on basic rates representing the Contractor's profit, overheads, etc., as described below:

- a) The basic rates for labour shall cover all direct costs to the Contractor, including (but not limited to) the amount of wages paid to such labour, transportation time, overtime, subsistence allowances and any sums paid to or on behalf of such labour for social benefits in accordance with Pakistan Labour laws. The basic rates will be payable in Pak. Rupees only, and
- b) The additional percentage payment to be quoted by the Bidder and applied to costs shall be deemed to cover the Contractor's overheads, profits, superintendence, liabilities and insurances and allowances to labour, timekeeping and clerical and office work, the use of consumable stores, water, lighting and power; the use and repair of staging, scaffolding, workshops and stores, portable power tools, manual plant and tools; supervision by the Contractor's staff, foremen and other supervisory personnel; and charges incidental to the foregoing. Payments under this item shall be made in foreign currency and local currency at the percentages entered in the Daywork Schedule.



- 2.3 Rates entered in the Daywork Schedule shall apply to labour of trade and qualification as described and to labour of other trades with similar skill and qualification.

3. Daywork - Contractor's Equipment

- 3.1 The Contractor shall be entitled to payments in respect of Contractor's Equipment already on Site and employed on Daywork at the basic rental rates entered by him in the "Schedule of Daywork Rate - Contractor's Equipment". The said rates shall be deemed to include complete allowance, for depreciation, interest, indemnity and insurance, repairs, maintenance, supplies, fuel, lubricants and other consumables and all overheads, profit and administrative costs related to the use of such equipment.
- 3.2 In calculating the payment due to the Contractor for Contractor's Equipment employed on Daywork, only the actual number of working hours will be eligible for payment, except that, where applicable and agreed with the Engineer, the travelling time from the part of the Site where the Contractor's Equipment was located when ordered by the Engineer to be employed on Daywork and the time for the return journey thereto shall be included for payment.
- 3.3 The rental rates for Contractor's Equipment employed on Daywork shall be stated in Pakistani Rupees but payments to the Contractor will be made in local and foreign currencies according to the rates entered in the Schedule.

4. Daywork-Materials

- 4.1 The Contractor shall be entitled to the following payments in respect of materials used for Daywork (except for materials for which the cost is included in the percentage addition to labour costs) which are actually incorporated into the Works:
- a) The net cost of such materials delivered to warehouse or work yard area or storage area at the Site. Such cost shall be calculated by the Contractor on the basis of the invoiced price and freight and insurance as certified by the Engineer on the basis of invoices produced.
 - b) Percentage addition, in local and/or foreign currency, of such net cost of materials to cover the Contractor's handling charges, overheads and profits.
- 4.2 Payment of the net cost to the Contractor of Daywork materials shall be made in the same currency as the invoice. Payment of the addition for handling charges, overheads and profit shall be in local and/or foreign currency as entered in the Schedule of Daywork - Materials.



2. (a) SCHEDULE OF PRICES – SUMMARY OF BID PRICES

As per ANNEXURE – 03 of the Tender Document, issued in a separate booklet form/ File.



NOT APPLICABLE
**2. (b) SCHEDULE OF PRICES – EQUIPMENT,
ERECTION, TESTING & COMMISSIONING**

Deleted



NOT APPLICABLE
2. (c) SCHEDULE OF PRICES – CIVIL WORKS

Deleted



NOT APPLICABLE
2. (d) SCHEDULE OF PRICES
DAYWORK

Deleted



NOT APPLICABLE

**2. (e) SCHEDULE OF PRICES – ADDITIONAL
RECOMMENDED ERECTION AND TESTING EQUIPMENT &
MAINTENANCE TOOLS**

Deleted



NOT APPLICABLE
**2. (f) SCHEDULE OF PRICES – ADDITIONAL
RECOMMENDED SPARE PARTS**

Deleted

