

#### PAKISTAN REAL ESTATE INVESTMENT & MANAGEMENT COMPANY PRIVATE LIMITED

(A Wholly Owned Subsidiary of Employee's Old-Age Benefits Institution, Government of Pakistan)

## INVITATION TO BID (ITB)

Single Stage Two Envelope (Least Cost)

Tender Enquiry #: PRIMACO/P&C/Repair & Maintenance Works FDOC/07/01/2024

#### **Repair and Maintenance Works at Fine Dining and Office Complex**

## I-8 Markaz Islamabad

PRIMACO invites sealed bids from eligible and interested Bidders for Repair and Maintenance Works at Fine Dining and Office Complex I-8 Markaz Islamabad.

Interested and eligible Bidders may obtain Bidding Documents from the office of the undersigned in Islamabad against a payment of Rs. 5,000/- (non-refundable) in the shape of Bank Draft / Pay Order in the name of PRIMACO Islamabad (NTN:2795350-5) during 0900 hours to 1500 hours on any working day. Complete Bidding document set can also be downloaded from PRIMACO website (<u>http://www.primaco.com.pk/tender.php</u>) and the same shall be submitted with Bid Security, 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 in Bid proposal. Bid(s) will not be considered without respective Bidding Document fees.

#### Eligibility Criteria:

Interested Bidders who fulfills below criteria are required to submit following information / documents as part of Bid together with mandatory <u>Bid Security of fixed amount of PKR 100,000/-</u> 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), a copy of the same shall be placed in technical bid envelop:-

- a) Complete credentials of the individuals/company with related details,
- b) Having valid incorporation/ registration with SECP/GOP/Sole Proprietor,
- c) Valid registration with PEC in category C-6 & above and with CE10 specialized code,
- d) Valid Income Tax Registration with FBR/Tax Department (NTN), Sales Tax Registration and must be on ATL (for Income and Sales Tax),
- e) 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 29 of this tender document).

Tender Documents Submission Date-Time:	11 <sup>th</sup> March 2024 till 1100 Hours
Bid Opening Date & Time:	11 <sup>th</sup> March 2024 till 1130 Hours

#### Instructions:

- a) The bids will be opened on the aforementioned date & time in the presence of bidders or their authorized representative at the below address.
- b) Incomplete, late or conditional tenders and joint ventures (JVs) will not be allowed.
- c) PRIMACO reserves the right to accept or reject any/all tenders.
- d) The Contract shall be governed under PPRA/PEC Standard Bidding Documents.

This advertisement & Bidding document is available on PPRA website (www.ppra.org.pk) & PRIMACO website (www.primaco.com.pk)

#### Manager (P&C) PRIMACO 2<sup>nd</sup> Floor, EOBI House, Plot # 32, 33 & 34, Sector G-10/4, Mauve Area, Islamabad Ph: 051-9108254-55



(A Wholly Owned Subsidiary of Employee's Old-Age Benefits Institution, Government of Pakistan)

# **TENDER & CONTRACT DOCUMENTS**

# Repair and Maintenance Works at Fine Dining and Office Complex I-8 Markaz Islamabad

SINGLE STAGE- TWO ENVELOPE (LEAST COST METHOD)

Issued To:\_\_\_\_\_

Tender Enquiry #: PRIMACO/P&C/Repair & Maintenance Works FDOC/07/01/2024

February 2024

Manager (P&C) PRIMACO Head Office, 2<sup>nd</sup> 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 Repair and Maintenance Works at Fine Dining and Office Complex I-8 Markaz Islamabad.

1. A complete set of Bidding Documents, can be obtained by interested eligible bidders on submission of a written application to PRIMACO office in Islamabad along with a Bankers' Cheque of Rs. 5,000/- (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 (<u>http://www.primaco.com.pk/tender.php</u>) 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, must be accompanied by a fixed amount Bid Security of <u>Rs. 100,000</u>/- in shape of Deposit at Call/ Bank Draft/ Bank Guarantee (on the format provided herein) only, in favor of "Pakistan Real Estate Investment and Management Company (Pvt.) Ltd." (PRIMACO) (NTN:2795350-5), original submitted in sealed Technical Bid Envelop and must be delivered to Manager (P&C) on or before 1100 hours, on **11<sup>th</sup> March 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 Bid submission and Opening date falls on any Public Holiday then Bids submission and opening will occur on next working day with 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 original 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:-

- a) Complete credentials of the individuals/company with related details,
- b) Having valid incorporation/ registration with SECP/GOP/Sole Proprietor,
- c) Valid registration with PEC in category C-6 & above,
- d) Valid Income Tax Registration with FBR/Tax Department (NTN) and Service/Sales Tax Registration of Respective Provincial Department. Bidder must be on ATL for Income Tax at time of bid submission while for payment awardee must be on ATL (for Income and Sales Tax),
- e) 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 29 of this tender document).

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



#### **INSTRUCTIONS TO BIDDERS**

Instruction to Bidders shall remain the same as stated in Pakistan Engineering Council **Standard Form of Bidding Documents for Procurement of Works for Smaller Contracts** at below stated web portal;

https://pec.org.pk/wp-content/uploads/2022/04/3-Std-Form-of-Bidding-Docs-for-Proc-of-WorksSmaller-Contracts.pdf

Instruction given in bidding data shall prevail the General Instructions to bidders stipulated in PEC standard bidding document.



#### **BIDDING DATA**

The following specific data for the Works to be tendered 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.

	nose in the Instructions to Bidders. e <b>Reference</b>	Bidding Data
1.1     Name of Employer		PRIMACO Islamabad
	1 0	Procurement of Repair and Maintenance Works at Fine Dining
	Brief Description of Works	and Office Complex I-8 Markaz Islamabad
5.1	(a) Employer's address	EOBI House, 2 <sup>nd</sup> Floor, Plot No. 32, 33, 34, Mauve Area, G-
		10/4, Islamabad. Tel: 051-9108254/55 Fax: 051-9108274,
		manager.procurement@primaco.com.pk
5.2	Clarification Response	Employer will share responses at least three (3) days prior to
5.2	Clarification Response	dead line for submission of Bids
0241	11.1.Classes Star Terrer4terre	
9.3 Aa	Ided Clause: Site Inspection	Venue, time, and date of the Site Inspection: Bidders interested in inspection <u>site</u> are intimated to confirm
		their participation with Project Manager Islamabad.
		Venue: FDOC Building Islamabad.
		Date and Time: 29 <sup>th</sup> February 2024 and 1100 Hours
10.3	Bid Prices, Currency of Bid	Bid shall be quoted entirely in <b>Pak. Rupees</b> . The payment shall
10.5	and Payment	be made in Pak. Rupees.
11.2	Documents Establishing	The bidder has the financial and technical capability necessary
11.4	Bidder's Eligibility and	to perform the Contract as per advertisement and Invitation
	Qualifications	Letter of Bidding Document.
	-	č
13.1	Amount of Bid Security	Fixed of amount of Bid security of <b>PKR 100,000</b> in the name of
		'PRIMACO Islamabad'. (To be submitted in shape of Pay
		Order/Bank Draft/Bank Guarantee as per standard format of this
		Tender Document & sealed in 'Technical Bid' envelope)
13.5	Added Sub Clause	Sub-clause (d) shall be added after Sub-clause (c), which
		read as;
		If a bidder is disqualified on the basis of misrepresentation $r_{1}$ is the transmission $r_{2}$ (b) (c)
		which tantamount to "fraudulent practice" as per Rule 2 (f) (iv)
14.1	Period of Bid Validity	of PPRs 2004, in such case its Bid Security shall be forfeited. <u>90 Days</u> from opening of bid.
	•	
14.4	Number of Copies of the Bid	One Original
	to be submitted	
14.6	(a) Employer's Address for	Manager (P&C), PRIMACO Head Office, 2 <sup>nd</sup> Floor, EOBI
	the Purpose of Bid	House, G-10/4, Mauve Area, Islamabad.
	Submission	to the second
15.1	Deadline for Submission of	11 <sup>th</sup> March 2024 till 1100 Hours
16.1	Bids	Verner DDIMACO HEAD OFFICE ISLAMADAD
16.1	Venue, Time, and Date of Bid Opening	Venue: <u>PRIMACO HEAD OFFICE ISLAMABAD</u> Date and Time: <u>11<sup>th</sup> March 2024</u> and <u>1130 Hours</u>
	Bid Opening	
16.4	<b>Responsiveness of Bids</b>	(i) The Bid is valid till required period,
		(ii) The Bid prices are firm during currency of contract,
		(iii) Completion period offered is within specified limits,
		(iv) The Bidder is eligible to Bid who possesses the requisite
		experience, capability and qualification.
		(v) The Bid does not deviate from basic technical requirements and
		(vi) The Bids are generally in order, etc. and without any
16.0	Price Adjustment.	(vi) The Bids are generally in order, etc. and without any condition.
16.9	Price Adjustment:	<ul> <li>(vi) The Bids are generally in order, etc. and without any condition.</li> <li>N/A</li> </ul>
16.9 16.7.	Price Adjustment: Technical Evaluation Criteria	(vi) The Bids are generally in order, etc. and without any condition.

#### 16.7. Technical Evaluation Criteria

Criteria Requirement	Maximum Marks
Valid Registration (All supporting documents shall be annexed)	
1) Complete credentials of the individuals/company with related details,	
2) Having valid incorporation/ registration with SECP/GOP/Sole Proprietor,	
3) Valid registration with PEC in category C-6 & above and with CE10 specialized code,	
4) Valid Income Tax Registration with FBR/Tax Department (NTN), Sales Tax Registration and	Mandatory
must be on ATL (for Income and Sales Tax),	J
5) 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 29 of this tender	
document).	
6) <u>No. of Similar (Civil – Building Works) Completed Projects worth Three (03) Million</u>	
(PKR) or above in last 7 years	
- 04 Projects = 25 Marks	
•	25
5	23
- 02  Projects = 15  Marks	
- 01  Projects = 05  Marks (Mandatory)	
(Evidence(s) should be provided in form of copy of LOA/ Contract Agreement and Completion Certificate)	
7) <u>No. of Similar (Civil – Building Works) In-hand/On-going Projects worth Three (03)</u>	
Million (PKR) or above	
- 03 Projects $= 10$ Marks	10
- 02 Projects $= 08$ Marks	
- 01 Projects $= 05$ Marks	
(Evidence(s) should be provided in form of copy of LOA/ Contract Agreement)	
8) Govt. Dept. Awarded Similar Projects (Completed or In-hand) worth three (03) Million	
(PKR) or above in last 7 years	05
- One or more $project(s) = 05$ Marks	05
(Evidence(s) should be provided in form of copy of LOA/ Contract Agreement/ Completion Certificate)	
9) <u>Methodology of Performing Work</u>	10
10) Proposed Staff for work	
PEC registered B.Sc. Civil Engineer: having 5 Years of experience.	
Associate Engineer (DAE Civil): having 5 years of experience.	10
(Evidence(s) should be provided in form of copy of updated CV/ Employment Agreement/	05
Registration License etc.)	
11) <u>Schedule / Bar Chart for subject works</u>	10
12) <u>Financial Status</u>	
Average annual turnover of work done of last three years :	
Marks will be calculated as per the formula:-	
Score = $(Y1+Y2+Y3)x$ 15	15
3X	15
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 copies of the same three years submitted Tax Returns)	
intee years and copies of the same three years submittee Tax Keturns)	

- 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. Blacklisted firms from Govt/Semi Govt departments are not eligible.



#### GENERAL CONDITIONS OF CONTRACT

General Conditions of Contract shall remain the same as stated in Pakistan Engineering Council (PEC) Standard Form of Bidding Documents for Procurement of Works for Smaller Contracts at below stated web portal;

https://pec.org.pk/wp-content/uploads/2022/04/3-Std-Form-of-Bidding-Docs-for-Proc-of-WorksSmaller-Contracts.pdf

Conditions stipulated in Particular Condition of Contract shall prevail the General Conditions of contract stipulated in PEC standard bidding document.

Wherever there is conflict between General Condition of Contracts (GCC) and Particular conditions of contracts (PCC) the Particular conditions of contract (PCC) shall prevail. Bidder submitting its Bid hereby acknowledges concurrence to General Conditions of Contract (GCC). Successful Bidder has to submit signed and stamped GCC at the time of contract signing.



#### SPECIAL/ PARTICULAR CONDITIONS OF CONTRACT CONTRACT DATA

#### Sub-Clauses of Conditions of Contract

1.1.4 **The Employer** means

#### CEO PRIMACO

1.1.5 **The Contractor** means

The Bidder whose bid is evaluated as technically Qualified and is financially lowest and the one who accepts the LOA

- 1.1.7 **Commencement Date** means the date of issue of Engineer's Notice to Commence
- 1.1.9 **Time for Completion <u>45</u> calendar days after the signing of Contract,** or as mentioned in letter of acceptance or a separate notice to commence issued by the employer.

#### 1.1.20 Engineer

Project Manager (Islamabad) PRIMACO or his representative for supervision and payment of invoice

#### **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
- (g) The Drawings, if any
- (h) The Specifications
- 2.1 **Provision of Site:** On the Commencement Date\*
- 3.1 Authorized person: Project Manager (Islamabad) PRIMACO or his representative

#### 3.2 Name and address of Engineer's/Employer's representative

Project Manager (Islamabad) PRIMACO or his representative

#### 4.4 **Performance Security:**

10% of the Bid price in shape of Bank guarantee (on the standard form provided), or pay order in the name of 'PRIMACO Islamabad' and will be released after issuance of

PRIMACO

completion certificate by the Employer after defect liability period. Performance Security will be released 28 days after completion of defect liability period.

#### 5.1 **Requirements for Contractor's design (if any):**

Specification Clause No's. --- N.A. ---

7.2 **Program:** --- N.A ---

Time for submission: Within twenty one (21) days\* of the Commencement Date.

Form of program: Bar Chart (Bar Chart/CPM/PERT)

7.4 Liquidated damages: Amount payable due to failure to complete shall be 0.10% per day up to a maximum of (10%) \* of sum stated in the Letter of Acceptance

#### 9.1 Period for remedying defects / Defect liability period:

180 calendar days after completion of work.

#### 11.1 \*(a) **Terms of Payments**

Payment of Contract Price shall be made in the following parts:

- i) Interim payment certificate can be submitted only after completion of at least 20% of contract value work done on site. Retention money as defined will be deducted from each interim payment certificate after due verification by General Manager Engineering PRIMACO or his representative.
- ii) Final payment (less retention money) will be made by Employer after 100% satisfactorily physical progress have been achieved by the contractor and duly verified by General Manager Engineering PRIMACO or his representative.
- iii) Retention money equal to 50% will be released upon substantial completion certificate issuance while remaining 50% will be released 28 days after completion of defect liability period duly approved by General Manager Engineering PRIMACO or his representative.

#### Variation of the Works\*: \* (b)

- i) Remeasurement Contract: The work will be measured and valued against agreed/quoted rates. Maximum of 15% variation will be entertained after the approval of PM (Islamabad), or his representative.
- Cost reimburse\_NIL\_(details) ii)

11.2	(b)	Percentage o	f value of Materials and Plant:	
		Materials	eighty (80%)*	N.A
		Plant	ninety (90%)*	(
				)

#### **Percentage of retention:** Ten (10%) 11.3 (to be deducted from each IPC, with maximum limit of 5% of total contract value

11.6 Currency of payment: Pak. Rupees

#### 14.1 **Insurances:**

#### Type of cover

The Works Amount of cover The sum stated in the Letter of Acceptance plus fifteen percent (15%)

Type of cover

Contractor's Equipment:

#### Amount of cover

Full replacement cost

Type of cover

Third Party-injury to persons and damage to property

Minimum Rs. 200,000/- per occurrence for unlimited number of occurrence

Workers:

Other cover\*:

(In each case name of insured is Contractor and Employer)

#### 14.2 Amount to be recovered

Premium plus *NIL* percent (\_\_\_\_\_%)

15.3 Arbitration – In the event of any claim or dispute arising out and the Contractor is dissatisfied with any decision of the Employer's Representative, after appealing to the Grievance Redressal Committee of PRIMACO, if dispute remains unresolved, the matter shall be finally settled as per provisions of Arbitration Act 1940 (Act No. X of 1940) and Rules made there under and any statutory modifications thereto. Venue of Arbitration will be Islamabad.



# 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 (Rupees Rs ) 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 <u>100</u> 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.

PRIMACO

8.	We understand that you are not bound to accept the lowest or any bid	you	may
	eceive.		

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 \_\_\_\_\_, 2024

Signature \_\_\_\_\_

in the capacity of \_\_\_\_\_duly authorized to sign bid for and on behalf of

(Name of Bidder in Block Capitals)

(Seal)

Address

Witness:

**NOTE:** To be submitted by the Contractor with Financial Proposal.

### SCHEDULES TO BID INCLUDE THE FOLLOWING:

- Schedule A to Bid: Bidder's Eligibility & Qualification
- Schedule B to Bid: Schedule of Prices
- Schedule C to Bid: Specific Works data
- Schedule D to Bid: Works to be performed by Sub-contractors
- Schedule E to Bid: Proposed Program of Works
- Schedule F to Bid: Proposed Method of Performing Works
- Schedule G to Bid: Integrity Pact



## ELIGIBILITY AND QUALIFICATION INFORMATION

[The Bidder should complete this schedule and attach relevant supporting documents]

#### **1.1 STATUS OF BIDDER:**

Bidder's Legal Name:	
Owner's Name(s) and CNIC (s)	
Country of Registration:	
Address in Country of Registration:	
Year of Registration with SECP;	
Pakistan Eng. Council License No	
Tax Identification Number	
Mobile No of Authorized Representative for this Tender	
Landline Contact Number	
Valid Email Address	



#### **SCHEDULE – A TO BID**

#### **1.2 SIMILAR NATURE OF ASSIGNMENTS**

Contract No 1		
Contract Name:		
Award Date: Completion Date:		%age completed
Role in Contract (Contractor or Sub Contractor):		
Brief Description of Work undertaken		
Total Contract Amount in PKR		
If partner in a JV or subcontractor, specify participation of total contract amount:	Percentage of Total:	
Employer's Name Address Telephone Number Fax Number e-mail address		

#### (ADD MORE SHEETS BASED ON EVALUATION CRITERIA) (ALSO ATTACH COMPLETION CERTIFICATES, WORK ORDER/LETTER OF ACCEPTANCE OF EVERY ASSIGNMENT)



### **SCHEDULE – A TO BID**

### 1.3 ANNUAL TURNOVER OF THE FIRM FOR THE LAST THREE YEARS

Year	Total Amount for the Year in Millions of PKR

### 1.4 **PROPOSED TEAM**

Name	Role/Responsibili ty	Qualifications & General experience (years)	Experience in proposed post (years)
	Project Manager		
	Site Supervisor		
[ <i>co</i>	[complete and attach CV for the nominee(s)]		

# 1.5 Attach certificate of No litigation and Non-Blacklisting of the company from any Govt. / Semi Government / Private organization

Authorized Signature:		Date	
Name & Title of Signatory:	Name: Title:		

Duly authorized to sign on behalf of

Company Name of Bid			Seal or stamp
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## NOTE: To be submitted by the Contractor with Technical Proposal.

#### **SCHEDULE – B TO BID**

#### SCHEDULE OF PRICES

#### Sr. No.

1. Preamble to Schedule of Prices shall be as per below link

https://pec.org.pk/wp-content/uploads/2022/04/3-Std-Form-of-Bidding-Docs-for-Proc-of-WorksSmaller-Contracts.pdf

> 2. Schedule of Prices

> > \*(a) Summary of Bid Prices

Not Applicable

\* (b) Detailed Schedule of Prices

Shall be as per ANNEXURE-A

**NOTE:** Provided <u>ANNEXURE-A of BOQ</u> with specifications of the Works should be used by the Contractor, to fill the rates; which are inclusive of all levies/taxes, transportation, O.H. profits etc. complete in all rest except Sale Tax/Service Tax (if applicable) for which separate line is provided. All items with make & type/origin must be mentioned. Guarantee / warranty must be provided against newly installed items.

All payments will be subject to the tax rates prevailing as per conditions of Law.

NOTE: To be submitted by the Contractor with Financial Proposal.



## **SCHEDULE - C TO BID**

#### **\*SPECIFIC WORKS DATA**

The works shall be carried as per standard specification (Attached Annexure-A) and the instructions of the Engineer in change.



#### **SCHEDULE – D TO BID**

#### WORKS 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.

Items of Works to be Sub-Contracted Name and address of Sub-Contractors

Statement of similar works previously executed (attach evidence)

#### Note:

- 1. No change of Sub-Contractors 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 works, year completed and name & address of the clients.

## --- Not Applicable---



#### **SCHEDULE – E TO BID**

#### PROPOSED PROGRAM OF WORKS

Bidder shall provide a programme in a bar-chart showing the sequence of work items by which he proposes to complete the Works 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.



#### **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 erectional plant, tools and vehicles • proposed to be used in delivering/carrying out the Works at Site
- The procedure for installation of equipment and transportation of equipment and • materials to the site.
- Organization chart indicating head office & field office personnel involved in • management, supervision and engineering of the Works to be done under the Contract.

NOTE: To be submitted by the Contractor with Technical Proposal.



#### **SCHEDULE – G 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:	

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 time 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]





## **STANDARD FORMS**



# **BID SECURITY** (Bank Guarantee)

(Date)	
(Scheduled Bank in Pakistan)	
Tess	
(Rs	)
	(Scheduled Bank in Pakistan) ress

(hereinafter called the 'Employer') in the sum stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Bidder has submitted the accompanying Bid dated \_\_\_\_\_\_ for Bid No. \_\_\_\_\_\_ for \_\_\_\_\_ (Particulars of Bid) to the said Employer; and

WHEREAS, the Employer has required as a condition for considering said Bid that the Bidder furnishes a Bid Security in the above said sum from a Scheduled Bank in Pakistan or from a foreign bank duly counter-guaranteed by a Scheduled Bank in Pakistan, to the Employer, conditioned as under:

(1) that the Bid Security shall remain in force up to and including the date 28 days after the deadline for validity of bids as stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Surety is hereby waived;

(2) that the Bid Security of unsuccessful Bidders will be returned by the Employer after expiry of its validity or upon signing of the Contract Agreement; and

(3) that in the event of failure of the successful Bidder to execute the proposed Contract Agreement for such work and furnish the required Performance Security, the entire said sum be paid immediately to the said Employer pursuant to Clause 15.6 of the Instruction to Bidders for the successful Bidder's failure to perform.

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

PROVIDED THAT the Surety shall forthwith pay the Employer the said sum upon first written demand of the Employer (without cavil or argument) and without requiring the Employer to prove or to show grounds or reasons for such demand, notice of which shall be sent by the Employer by

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registered post duly addressed to the Surety at its address given above.

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

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

SURETY (Bank)

 WITNESS:
 Signature \_\_\_\_\_\_

 1.
 \_\_\_\_\_\_\_

 Mame \_\_\_\_\_\_\_
 \_\_\_\_\_\_\_

 Title \_\_\_\_\_\_\_
 \_\_\_\_\_\_\_

 Corporate Secretary (Seal)
 Corporate Guarantor (Seal)

 2.
 \_\_\_\_\_\_\_\_\_

Name, Title & Address



#### FORM OF PERFORMANCE SECURITY (Bank Guarantee)

	Guarantee No	
(Letter by the Guarantor to the Employer)	Executed on	
Name of Guarantor (Scheduled Bank in Pakistan) with		
address:		
Name of Principal (Contractor) with address:		-
Penal Sum of Security (express in words and figures)		_
Letter of Acceptance No	Dated	_

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

\_\_\_\_\_ (Name of Project).

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

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



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

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

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

1.

Witness: 1. \_\_\_\_\_

Corporate Secretary (Seal)

2. \_\_\_\_\_

(Name, Title & Address)

Signature

2. Name \_\_\_\_\_

3. Title

Guarantor (Bank)

Corporate Guarantor (Seal)



#### FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the \_\_\_\_\_ day of \_\_\_\_\_ 2024 \_\_\_\_\_ 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 witnessed 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;
- (c) Conditions of Contract & Contract Data;
- (d) The priced Schedule of Prices;
- (e) The Specifications; and
- (f) The Drawings (if any)
- (g) Annexures of Bid Documents(if any)

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.

1. The Employer hereby covenants to pay the Contractor, Rs. \_\_\_\_\_\_ (in words \_\_\_\_\_\_) 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

Signature of the Employer

(Seal)

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

(Name, Title and Address)

Witness:

(Name, Title and Address)



#### FORM OF DECLARATION OF NO BLACKLISTING AND LITIGATION

(To be submitted on non-judicial stamp paper or e-stamp paper)

I/we \_\_\_\_\_\_, address \_\_\_\_\_\_, do hereby solemnly affirm and declare as under:-

- That our firm has not been blacklisted/ debarred from any Government/ Semi Government/ Autonomous/ Public Sector Organization or any Agency.
- That the firm has not been involved in any kind of litigation.
- That there is no litigation between partners of the firm.

We further, affirm and declare that above is true to best of our/my knowledge and that nothing has been concealed or hidden therein.

Signature of authorized signatory	
Name:	
Designation:	
CNIČ:	
Seal/Stamp:	
Date:	

#### Note:

- i. Duly signed by owner/CEO of the company or authorized representative having authority letter.
- ii. To be submitted on non-judicial stamp paper.



# <u>ANNEXURE – A</u> Financial Bid (Priced BOQ with specification)

S. No	Description of Works	Unit	BOQs Qty	Unit Rate (PKR)	Total Amount (PKR)
CIVII	WORKS				
1	Providing and Laying of 7/8" thick Pre-Polished granite Black on existing column and facade up to 6 sft including cost of cement/bonding material, filling and white/coloured filling material, mechanical fixing using bolts, strips etc Nosing of edge, removing of existing granite and dispose off waste material from site. Complete in all respects as per instructions of the Engineer In- charge.	Sq.ft	127.01		
2	13mm thick cement sand plaster (1:4) internal & external walls and under soffit of roof, columns including making edges, cost of casing, corner and stop beads and metal lathing, curing and scaffolding. Complete in all respect.	Sq.ft	1920.00		
3	Supply and Refilling Gas of Fire Extinguishers as per existing position. Complete in all respect as per instruction of Engineer Incharge and Fire Fighting specifications.	Nos	35.00		
4	Repair of Split air Conditiners including filling of gas, replacement of copper pipe and servicing if required. Complete in all respect as per instruction of Engineer In- Charge.	Nos	4.00		
5	Providing and laying Cement concrete (1:2:4) using crush stone in floor complete in all respect as per instruction of Engineer Incharge.	Cft	610.50		
6	Providing and laying pre-cast PCC Krebs stone, size 350 x 300 x 150 mm incl setting, jointing and pointing in CM 1:4 complete in all respects as per drawings, specifications and instructions of the Engineer In-charge.	Rft	212.00		
		SUB - 1	FOTAL (CIV	VIL WORKS)	

	Replacement of Fire Pump Distribution Board accessories			
1	<ul> <li>Replacement of the tump Distribution Board accessories</li> <li>Breaker, Indicators Volt Meter etc. Complete in all respects as per instruction of Engineer Incharge.</li> <li>2 Nos Magnetic Conductor</li> <li>4 Nos Relays</li> <li>2 Nos Timer</li> <li>1 No Change Over</li> <li>1 No Change Over</li> <li>1 No Low Water Level</li> <li>1 Nos Main Breaker 63A</li> <li>1 Nos Volt Metere</li> <li>1 Nos Selector Switch</li> </ul>	Nos	2.00	
2	Replacement of Pump Room Distribution Board accessories Breaker, Indicators Volt Meter etc. Complete in all respects as per instruction of Engineer Incharge.3 Nos Indicator Light 1 Nos Main Breaker 63A 3 Nos Breaker 2A 2 Nos Volt Metere 1 Nos Selector Switch	Nos	2.00	Junit & Margaret

- An

S. No	Description of Works	Unit	BOQs Qty	Unit Rate (PKR)	Total Amount (PKR)
3	Supply, Installation and Testing Main Panel 4 Nos Exhaust fan, 2Nos ATS Timer 230vac, 2 Nos ATS Relay 230vac. Complete in all respect as per instruction of Engineer In-Charge.	Job	1.00		
SUB - TOTAL (ELECTRICAL WORKS)					
Add 15% Sales Tax					
GRAND TOTAL					

#### SUMMARY OF WORKS

1	CIVIL WORKS	
2	ELECTRICAL WORKS	
	Total Amount (PKR)	
	Add 15% Services Tax	
	TOTAL AMOUNT (PKR) Inclusive of all applicable Taxes	

