AGA KHAN RURAL SUPPORTS PROGRAMM



NAME OF PROJECT: Siligan TD line

STANDARD BIDDING DOCUMENTS

FOR

PROCUREMENT OF TD LINE ACCESSORIES at SILGAN VALLEY YASIN DISTRICT GHIZER

OCTOBER 2024

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**INVITATION FOR BIDS**

**Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Bid Reference No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

1. The AKRSP GILGIT-BALTISTAN(here in after called the Employer) invites sealed bids from eligible firms/constructors or persons licensed by the Pakistan Engineering Council in the appropriate category and duly qualified with the Employer for the Work **( Supply, Transportation and installation of TD line in Silgan valley Yasin District Ghizer)** which will be completed within 90 days.
2. A complete set of Bidding Documents may be downloaded from AKRSP web page by an interested bidder, and payment of a non-refundable fee of **Rs.** 3**000/- (Rupees three Thousand Only)** must be submitted in technical bid through call deposit from a schedule bank in Pakistan on the name of AKRSP**.**
3. All bids must be accompanied by a Bid Security 2% of quoted amount in the shape of call deposit from any schedule bank of Pakistan and must be delivered to (AKRSP Core Office, Babar Road, Gilgit) at or before 1630hours, on November 12, 2024. Bids will be opened at 1130 hours on next day in the presence of bidders’ representatives who choose to attend, at the same address [indicate the address if it differs].

Specialist Infrastructure and Renewable Energy

AKRSP Core Office Gilgit

**INSTRUCTIONS TO BIDDERS & BIDDING DATA**

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# INSTRUCTIONS TO BIDDERS

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**INSTRUCTIONS TO BIDDERS**

1. **GENERAL:**

**1 SCOPE OF BID & SOURCE OF FUNDS:**

Supply, transportation and Installation of Transmission and Distribution line accessories in Silgan valley Yasin District Ghazir. Aga Khan Rural Support Programme (AKRSP) will meet the expenses on the project from its own resources.

**2 ELIGIBLE BIDDERS:**

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

a) duly licensed by the Pakistan Engineering Council (PEC) in the appropriate category for value of the Works with relevant codes.

b) duly enlisted with the Employer or any other department in GB.

**3 COST OF BIDDING:**

3.1The 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:**

1. **CONTENTS OF BIDDING DOCUMENTS:**
   * 1. In addition to Invitation for Bids, the Bidding Documents are those stated below.

Instructions to Bidders & Bidding Data

Schedules to Bid comprise the following:

1. Schedule A: Schedule of Prices
2. Schedule F: Integrity Pact
3. Conditions of Contract & Contract Data
4. Standard Forms:
5. Form of Performance Security
6. Form of Contract Agreement
7. Specifications
8. Drawings, if any

**5 CLARIFICATION OF BIDDING DOCUMENTS:**

5.1 A prospective bidder requiring any clarification(s) in respect of the Bidding Documents may notify the Employer at the Employer’saddress indicated in the Bidding Data.

5.2 The 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.

**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 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**

**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.

**8. DOCUMENTS COMPRISING THE BID:**

8.1 The bid prepared by the bidder shall comprise the following components:

1. Covering Letter
2. Form of Bid duly filled, signed and sealed.
3. Schedules (A, B & F) to Bid duly filled and initialed, in accordance with the instructions contained therein & in accordance with
4. Bid Security furnished.
5. Power of Attorney if any.
6. Documentary evidence for illegibility.

**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.

**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.

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 in the currency as stipulated in Bidding Data.

**11 DOCUMENTS ESTABLISHING BIDDER’S ELIGIBILITY AND QUALIFICATIONS:**

11.1 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.

**12 DOCUMENTS ESTABLISHING WORKS’ CONFORMITY TO BIDDING DOCUMENTS:**

12.1 The documentary evidence of the Works’ conformity to the Bidding Documents may 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.

**13 BID SECURITY:**

13.1 Each bidder shall furnish, as part of his bid, the bid Security in the amount stipulated in Bidding Data in Pak. Rupees in the form of Deposit at Call from any schedule bank of Bank of Pakistan.

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 when the bidder has furnished the required Performance Security and signed the Contract Agreement.

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.

(c) in the case of a successful bidder, if he fails to:

(i) furnish the required Performance Security.

(ii) sign the Contract Agreement.

**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 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 “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 authorizing 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:**

**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 submissionprescribed in Bidding Data will be returned unopened to such bidder.

15.4 Any bidder may not modify or withdraw his bid after bid submission.

**E. BID OPENING AND EVALUATION**

**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 Employer will record the minutes of the bid opening. Representatives of the bidders who choose to attend shall sign the attendance sheet.

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, the Engineer/Employer will determine the substantial responsiveness of each bid to the Bidding Documents.

(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.

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. Bids will be evaluated for complete scope of works.

(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.

**F. AWARD OF CONTRACT:**

**17. POST QUALIFICATION:**

17.1 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 therefore in writing. They shall form part of the records of that bid evaluation report.

17.2 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.

**18 AWARD CRITERIA & EMPLOYER’S RIGHT:**

18.1 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.

18.2 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.

**19 NOTIFICATION OF AWARD & SIGNING OF CONTRACT AGREEMENT:**

19.1 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.

19.2 Within seven(7) days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Employer will send the successful bidder the Form of Contract Agreement provided in the Bidding Documents, incorporating all agreements between the parties.

19.3 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.

**20 PERFORMANCE SECURITY:**

20.1 The successful bidder shall furnish to the Employer a Performance Security in the form and the amount stipulated in the Conditions of Contract within a period of fourteen(14) days after the receipt of Letter of Acceptance.

20.2 Failure of the successful bidder to comply with the requirements,shall constitute sufficient grounds for the annulment of the bid.

**BIDDING DATA**

(This section should be filled in by the Engineer/Employer before issuance of the Bidding Documents. 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.)

1. **Name of Employer**

Aga Khan Rural Support Programme (AKRSP)

**2. Brief Description of Works**

Supply, transportation and fixing of Transmission and Distribution line accessories in Silgan valley Yasin District Ghazir

3 (a) Employer’s address:

Aga Khan Rural Support Programme (AKRSP),Core Office, Babar Road, Gilgit

05811-452480

(b) Engineer’s address:

Zeeshan Ali, Specialist IRE, AKRSP Core Office Gilgit

4.1 Bid shall be quoted entirely in Pak. Rupees. The payment shall be made in Pak. Rupees.

4.2 Amount of Bid Security (2% of quoted amount)

4.3 Period of Bid Validity 90 day

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

One original

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

Aga Khan Rural Support Programme (AKRSP),Core Office, Babar Road, Gilgit

05811-452480

15.1 **Deadline for Submission of Bids**

04:30 PM on 12th November 2024.

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

Venue: Aga Khan Rural Support Programme (AKRSP),Head Office, Babar Road, Gilgit

Time: 11:30 PM

Date: 14th November 2024

16.4 **Responsiveness of Bids**

(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/Manufacturer is eligible to Bid and 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.

**FORM OF BID AND SCHEDULES TO BID**

**FORM OF BID**

LETTER OF OFFER

(to be filled by the bidder)

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 90 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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Name of Bidder in Block Capitals)

(Seal

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness:

(Signature)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SCHEDULE – A TO BID**

# SCHEDULE OF PRICES

**Sr. No.** **Page No.**

Preamble to Schedule of Prices

Schedule of Prices

Detailed Schedule of Prices

**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 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 System International Unites (SI Units).

i. Pakistani Rupees PKR or Rs

ii. Kilo Watt kW

iii. Running Feet rft

iv. velocity V

v. Cubic feet per second ft3/sec

vi. Numbers Nos

**4. Rates and Prices**

4.1 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 in 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 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 Price.

**SCHEDULE OF PRICES (SCHEDULE ATO BID)**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Sr#** | **Description of items** | **Quantity** | **Unit** | **Unit Rate** | **Total Amount (Rs)** |
| **1** | HT Latice steel structures for 11 kVA line WAPDA standard | 15 | Nos |  |  |
| **2** | Steel Cross Arms for 11 kVA Lines as per WAPDA Standard | 160 | Nos |  |  |
| **3** | Steel Cross Arm Braces with Nut Bolts Complete | 536 | Nos |  |  |
| **4** | Double Arming Bolts for steel Cross Arms | 458 | Nos |  |  |
| **5** | Pin type Insulator EMCO WAPDA Standards 11kVA,complete with Pin and nuts washers etc. | 201 | Nos |  |  |
| **6** | Dead end Clamps for Gopher conductor, with eye nut, bolt, washer etc. | 180 | Nos |  |  |
| **7** | Stay set complete Steel wire, insulator, Turnbuckle ,anchor rod and plate etc. | 14 | Set |  |  |
| **8** | Disc Insulators EMCO, 11kVa complete with eye nut bolt etc. | 404 | Nos |  |  |
| **9** | Earthing set with Coper Earthing plate, 8SWG wire and accessories | 93 | Set |  |  |
| **10** | LT Latice pols WAPDA approved Standards | 30 | Nos |  |  |
| **11** | Spool Insulators complete with shackle, Pin, split pin, fixing Nut and bolt complete | 86 | Nos |  |  |
| **12** | D fuse set WAPDA Standards | 26 | Set |  |  |
| **13** | D operating Rods | 4 | Nos |  |  |
| **14** | Safety Harness for Line men | 4 | Nos |  |  |
| **15** | Safety Shoes (Rubber) for 11 kV | 6 | Pairs |  |  |
| **16** | Rubber Gloves for 11 kV | 6 | Pairs |  |  |
| **17** | Single core coper cable 75mm | 95 | Meters |  |  |
| **18** | Thimbles for 200mm^ cables | 104 | Nos |  |  |
| **19** | Circuit Breaker, 800A Schneider(France, Germany) | 3 | Nos |  |  |
| **20** | Circuit Breakers 3phase 200A for transformers | 26 | Nos |  |  |
| **21** | Lockable metal boxes for Transformer mounted Circuit Breakers | 26 | Nos |  |  |
| **22** | Panel HT 11kVA (for protection of equipment) | 1 | Nos |  |  |
| **23** | ACSR Conductor LT Line | 5,000 | Meters |  |  |
| **24** | Wooden Cross arm 7'x4"x5" black painted | 40 | Nos |  |  |
| **25** | **Installation, fixing of Pole and accessories** |  | **Lump Sum** |  |  |

**SCHEDULE – B 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 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: ……………… Name of Seller/Supplier: …………

Signature: …………………… Signature: …………………………

[Seal] [Seal]

**CONDITIONS OF CONTRACT**

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# CONDITIONS OF CONTRACT

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**CONDITIONS OF CONTRACT**

**1. GENERAL PROVISIONS:**

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:

2. **The Contract**

2.1“Contract” means the Contract Agreement and the other documents listed in the Contract Data.

2.2 “Specifications” means the document as listed in the Contract Data.

3 **Persons**

3.1. “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.

3.2 “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.

**4. Dates, Times and Periods**

4.1 “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.

4.2 “Day” means a calendar day

4.3 “Time for Completion” means the time for completing the Works as stated in the Contract Data.

5. **Money and Payments**

5.1 “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.

**6. Other Definitions**

6.1 “Contractor’s Equipment” means all machinery, apparatus and other things required for the execution of the Works but does not include Materials or Plant intended to form part of the Works.

6.2 “Country” means the Islamic Republic of Pakistan.

6.3 “Force Majeure” means an event or circumstance which makes performance of a Party’s obligations illegal or impracticable and which is beyond that Party’s reasonable control.

6.4 ‘Materials” means things of all kinds (other than Plant) to be supplied and incorporated in the Works by the Contractor.

6,5 “Plant” means the machinery and apparatus intended to form or forming part of the Works.

6,6 “Site” means the places provided by the Employer where the Works are to be executed, and any other places specified in the Contract as forming part of the Site.

6.7 ‘Works” means any or all the works whether Supply, Installation, Construction etc. and design (if any) to be performed by the Contractor including temporary works.

6.8 “Engineer” means the person notified by the Employer to act as Engineer for the purpose of the Contract and named as such in Contract Data

7. **Law**

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

8. **Communications**

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

9. **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.

**10 THE EMPLOYER**

10.1 **Provision of Site**

The Employer shall provide the Site and right of access thereto at the times stated in the Contract Data

10.2 **Engineer’s/Employer’s Instructions**

The Contractor shall comply with all instructions given by the Employer or the Engineer, if notified by the Employer, in respect of the Works including the suspension of all or part of the Works

**11 ENGINEER’S/EMPLOYER’S REPRESENTATIVES**

11.1 **Authorized Person**

The Employer shall appoint 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.

11.2 **Engineer’s/Employer’s Representative**

The name and address of Engineer’s/Employer’s Representative 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.

**12 THE CONTRACTOR**

12.1 **General Obligations**

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

12.2 **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.

12.3 **Subcontracting**

The Contractor shall not subcontract the Works.

12.4 **Performance Security**

The Contractor shall furnish to the Employer within fourteen(14) days after receipt of Letter of Acceptance a Performance Security at the option of the bidder, in the form of Bank Draft or Bank Guarantee or an insurance company having alteast AA rating from PACRA/JCR for the amount and validity specified in Contract Data.

**13 TIME FOR COMPLETION**

13.1 **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, within the Time for Completion.

14 **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 the Conditions of Contract and request the Employer/Engineer for a reasonable extension in the time for the completion of Works. Subject to the aforesaid, the Employer/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 Employer/Engineer for the same; and

the Employer shall extend the Time for Completion as determined.

15 **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.

16 **TAKING-OVER**

16.1 **Completion**

The Contractor may notify the Engineer/Employer when he considers that the Works are complete.

16.2 **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.

**16.3. REMEDYING DEFECTS**

**Remedying 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.

16.4 **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.

**17. CONTRACT PRICE AND PAYMENT**

17.1 (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

17.2 **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.

17.3 **Retention**

Retention moneyshall 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 whichever is the later.

17.4 **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.

117.5 **Currency**

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

**18. DEFAULT**

18.1 **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/ 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 demobilize 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.

18.2 **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 and stating the default. If the default is not remedied within fourteen(14) days after the Employer’s receipt of this notice, the Contractor may suspend the execution of all or parts of the Works.

If the default is not remedied within twenty eight(28) 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 demobilize from the Site.

18.3. **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.

**19. RISKS AND RESPONSIBILITIES**

19.1 **Contractor’s Care of the Works**

The Contractor shall take full responsibility for the care of the Works from the Commencement Date until the date of the Employer’s/Engineer’s issuance of Certificate of Completion. 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.

19.2 **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 demobilize the Contractor’s Equipment.

If the event continues for a period of eighty four (84) days, either Party may then give notice of termination which shall take effect twenty eight (28) days after the giving of the notice.

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and 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.

**20. RESOLUTION OF DISPUTES**

20.1 **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.

20.2 **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 here above, 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.

20.3 **Arbitration**

A dispute which has been the subject of a notice of dissatisfaction shall be finally settled by Arbitration. Any hearing shall be held at the place specified in the Contract Data

**CONTRACT DATA**

(Note: Except where otherwise indicated, all Contract Data should be filled in by the Employer prior to issuance of the Bidding Documents.)

**Sub-Clauses of**

**Conditions of Contract**)

1. **The Employer** means

**Aga Khan Rural Support Programme through Silgan Development Organization Yasin District Ghizer**

1.2 **The Contractor** means

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

1.3 **Commencement Date** means the date of issue of Engineer’s Notice to Commence which shall be issued within fourteen (14) days of the signing of the Contract Agreement.

1.4 **Time for Completion** 90 days

(The time for completion of the whole of the Works should be assessed by the Employer)

1.5 **Engineer**

Zeeshan Ali, Specialist IRE, AKRSP Core Office Gilgit

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

1. The Contract Agreement
2. Letter of Acceptance
3. The completed Form of Bid
4. Contract Data
5. Conditions of Contract
6. The completed Schedules to Bid including Schedule of Prices
7. The Drawings, if any
8. The Specifications
9. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
10. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

3.1 **Authorized person: \_\_\_\_\_\_\_\_\_\_\_\_**\_\_\_\_\_

3.2  **Name and address of Engineer’s/Employer’s representative**

Zeeshan Ali, Specialist IRE, AKRSP Core Office, Babar Road, Gilgit

4.4  **Performance Security:**

Amount 10% 0f accepted bid price\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Validity up to one year after completion of work.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Form: As provided under Standard Forms\* of these Documents)

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

Specification Clause No’s\_\_\_\_\_Nill\_\_\_\_\_\_\_\_\_\_\_\_\_

7.2  **Programme:**

**Time for submission:** Within fourteen (14) days\* of the Commencement Date.

**Form of programme:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Bar Chart/CPM/PERT or other)

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

(Usually the liquidated damages are set between 0.05 percent and 0.10 percent per day.)

8.1  **Period for remedying defects**

One year after completion of the work.

9.1 **\*(a)** **Terms of Payments**

Payment of Contract Price shall be made in the following manners**:**

1. Ten percent (10%) of Contract Price shall be paid as advance payment within **14** days after the receipt of acceptable Performance Security and Bank Guarantee for advance payment,
2. Seventy-five (75%) shall be paid as in-term payments of from time to time as per work done.
3. Ten percent (10%) shall be paid on the date of issuance of Certificate of Completion as per of Conditions of Contract, and
4. Five percent (5%) retention money shall be paid after 6 months of successful running /operation of the plant.

10.1 **Percentage of retention:** five (5%) of each in-term payment

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

11.1 **Arbitration**

Place of Arbitration:Yasin District Ghizer.

**STANDARD FORMS**

**(Note: Standard Forms provided in this document for securities are to be issued by a bank. In case the bidder chooses to issue a bond for accompanying his bid or performance of contract or receipt of advance, the relevant format shall be tailored accordingly without changing the spirit of the Forms of securities).**

**FORM OF PERFORMANCE SECURITY**

**(Bank Guarantee)**

Guarantee No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Executed on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Letter by the Guarantor to the Employer)

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.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has accepted the Employer's above said Letter of Acceptance for \_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Name of Contract) for the \_\_\_\_\_\_\_\_\_\_\_  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (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.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Guarantor (Bank)

Witness:

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

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

Corporate Secretary (Seal)

3. Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Name, Title & Address) Corporate Guarantor (Seal)

**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:

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.

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:

1. (a) The Letter of Acceptance;
2. (b) The completed Form of Bid alongwith Schedules to Bid;
3. (c) Conditions of Contract & Contract Data;
4. (d) The priced Schedule of Prices;
5. (e) The Specifications;and
6. (f) The Drawings

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.

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 Signature of the Employer

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Seal) (Seal)

Signed, Sealed and Delivered in the presence of:

Witness: Witness

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

(Name, Title and Address) (Name, Title and Address)

**FORM OF BANK GUARANTEE FOR ADVANCE PAYMENT**

Guarantee No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Executed on\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Letter by the Guarantor to the Employer)

WHEREAS the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter called the Employer) has entered into a Contract for\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Particulars of Contract), with\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter called the Contractor).

AND WHEREAS the Employer has agreed to advance to the Contractor, at the Contractor’s request, an amount of Rs.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) which amount shall be advanced to the Contractor as per provisions of the Contract.

AND WHEREAS the Employer has asked the Contractor to furnish Guarantee to secure the advance payment for the performance of his obligations under the saidContract.

AND WHEREAS \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Scheduled Bank) (hereinafter called the Guarantor) at the request of the Contractor and in consideration of the Employer agreeing to make the above advance to the Contractor, has agreed to furnish the said Guarantee.

NOW THEREFORE the Guarantor hereby guarantees that the Contractor shall use the advance for the purpose of above mentioned Contract and if he fails, and commits default in fulfillment of any of his obligations for which the advance payment is made, the Guarantor shall be liable to the Employer for payment not exceeding the aforementioned amount.

Notice in writing of any default, of which the Employer shall be the sole and final judge, as aforesaid, on the part of the Contractor, shall be given by the Employer to the Guarantor, and on such first written demand payment shall be made by the Guarantor of all sums then due under this Guarantee without any reference to the Contractor and without any objection.

This Guarantee shall come into force as soon as the advance payment has been credited to the account of the Contractor.

This Guarantee shall expire not later than \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

by which date we must have received any claims by registered letter, telegram, telex or telefax.

It is understood that you will return this Guarantee to us on expiry or after settlement of the total amount to be claimed hereunder.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Guarantor (ScheduledBank)

Witness:

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

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

Corporate Secretary (Seal)

     3. Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Name, Title & Address) Corporate Guarantor (Seal)

**EVALUATION CRITERIA**

**1**. Proposals (Technical & Financial) submitted by the interested bidders shall be evaluated as per given criteria and the bidders meet in the requirements shall be considered as responsive. The qualifying marks shall be 60% and no compromise shall be made on minimum requirements of 50% score in each category. A general criteria for selecting suitable bidder is as follows:

|  |  |  |
| --- | --- | --- |
|  | CATEGORY | WEIGHTAGE/MARKS |
| 1 | Experience record | 35 |
| 2 | Personnel capabilities | 15 |
| 3 | Equipment capabilities | 20 |
| 4 | Financial capabilities | 30 |

**2**. Credit marks shall be awarded on the basis of following qualification:

**2.1 General Experience**

|  |  |  |
| --- | --- | --- |
| **Sr#** | **Description** | **Maximum pionts** |
| 1 | Over all experience | 5 |
| 2 | Projects of similar nature and complexity completed over last 5 years | 15 |
|  | Projects of similar nature and complexity in hand completed 75% | 10 |
| 4 | Status of enlistment with Govt organizations and other agencies | 5 |
|  | SUB\_TOTAL | 35 |

2.2 Personnel Capabilities:

|  |  |  |
| --- | --- | --- |
| Sr# | Description | Maximum Pionts |
| 1 | Graduate Engineers Registered with PEC  (a)Number of Engineers  ( b) Experience of Engineers in number of years | 6  3 |
| 2 | Number of Diploma Engineers in Employment of the firm  (a)Number of Engineers  (b) Experience of Engineers in number of years | 4  2 |
|  | SUB\_TOTAL | 15 |

2.3 Equipment Capabilities

|  |  |  |
| --- | --- | --- |
| Sr# | Equipment Type and Characteristics | Maximum Marks |
| 1 | Tractor | 2 |
| 2 | Excavator | 2 |
| 3 | Crane | 3 |
| 4 | Pipe Rolling Machine | 3 |
| 5 | Welding Machine | 2 |
| 6 | Tri port | 1 |
| ` | Chain pully block | 1 |
| 8 | Truck/ Dumper | 2 |
| 9 | Diesel/ petrol generator | 2 |
| 10 | Grinding, cutting, aligning tools | 2 |
|  | SUB-TOTAL | 20 |
|  |  |  |

2.4Financial Capabilities:

|  |  |  |
| --- | --- | --- |
| Sr# | Description | Maximum Marks |
| 1 | Available Bank line credit | 5 |
| 2 | Working capital in last three years | 10 |
| 3 | Litigation History (if nill) | 5 |
| 4 | Black listing from any agency if not black listed | 5 |
| 5 | Valid Licence to excute Electro mechanical work | 5 |
|  | SUB- TOTAL | 30 |

The evaluation shall be carried out as follows:

General Experience

|  |  |  |  |
| --- | --- | --- | --- |
| Sr# | Description | Marks Assigned | Explanation for marks obtain |
| 1 | Over all experience | 5 | * 5 marks will be given if the bidder,s total experience is more than 5 years. If less than five years 1number should be given per year. |
| 2 | Projects of similar nature and complexity completed over last 5 years | 15 | * Full marks will be given if the bidder has completed 3 or more projects of similar nature in last 5 years. * For less than 3 projects use the formula 15x(A/3) |
| 3 | Projects of similar nature and complexity in hand completed 75% | 10 | * Full marks will be given if the bidder has 3 or more projects of similar nature in hand and completed 75%. * For less than 3 projects use the formula10x(A/3) |
| 4 | Status of enlistment with Govt organization s and othe agencies | 5 | * Full marks will be give if the bidder is enlisted with PEC and Other Govt Organization in GB. If not the proposal of the bidder should be rejected. |
|  | SUB- TOTAL | 35 |  |

Personnel Capabilities

|  |  |  |  |
| --- | --- | --- | --- |
| Sr# | Description | Marks Assigned | Explanation for marks obtain |
| 1 | B.sc Engineers registered with Pakistan Engineering council | 9 | * 6 marks will be given if the contractor has 2 engineers with experience of 5 years. * For less than 2 use the formula A/2x6 |
| 2 | Number of Diploma Engineers in Employment of the firm | 6 | * 6 marks will be given if the contractor has 3 sub- engineers with experience of 5 years. * For less than use the formula A/3x6 |
|  | SUB- TOTAL | 15 |  |

Equipment Capabilities

|  |  |  |
| --- | --- | --- |
| Sr# | Equipment Type and Characteristics | Maximum Marks |
| 1 | Tractor | 2 |
| 2 | Excavator | 2 |
| 3 | Crane | 3 |
| 4 | Pipe Rolling Machine | 3 |
| 5 | Welding Machine | 2 |
| 6 | Tri port | 1 |
| 7 | Chain pully block | 1 |
| 8 | Truck/ Dumper | 2 |
| 9 | Diesel/ petrol generator | 2 |
| 10 | Grinding, cutting, aligning tools | 2 |
|  | SUB-TOTAL | 20 |
|  |  |  |

Financial soundness

|  |  |  |  |
| --- | --- | --- | --- |
| Sr# | Description | Marks Assigned | Criteria for Marks obtain |
| 1 | Available Bank credit line | 5 | * Full marks will be given if the available Bank credit line is more than 50.00 million * For less than 50.00 million use the formula 5x(A/50.) |
| 2 | Working capital in last three years | 10 | * Full mark will be given if the average working capital is more than 60.00 million * If less than 60.00 million use the formula 5x(A/60.00) * Audited Financial Statements for the last 3 years |
| 3 | Black listing from any agency if not black listed | 5 | * In case the bidder is black listed from any agency, no marks will be given and full marks will be given in case affidavit by the bidder attached. |
| 4 | Valid License to execute Electro mechanical work | 5 | * No point will be given if license is not attached to execute the electro mechanical work. |
| 5 | Litigation History (if nil) | 5 | * In case the bidder is involve in any litigation no marks will be given and full marks will be given in case affidavit by the bidder attached for no litigation |
|  |  |  |  |

JOIN VENTURES

Joint ventures must comply with the following requirements.

1. At least one of the partners of joint venture shall satisfy the relevant experience criteria specified in evaluation criteria.
2. All firms comprising the joint venture shall be legally constituted and shall meet the eligibility requirement.
3. All partners of the joint venture shall at all times and under all circumstances be liable jointly and severally to Employer for the execution of the entire Contract in accordance with the Contract terms and conditions and a statement to this effect shall be included in the authorization mentioned under para (f) below as well as in the Form of Bid and Form of Contract Agreement (in case of a successful bidder).
4. The Form of Bid, and in the case of successful bidder, the Form of Contract. Agreement, shall be signed so as to be legally binding on all partners.
5. The lead partner shall be nominated as being in-charge and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the joint venture partners.
6. The partner-in-charge shall be authorized to incur liabilities, receive payments and receive instructions for and on behalf of any or all partners of the joint venture.
7. A copy of the agreement entered into by the joint venture partners shall be submitted with the bid stating the conditions under which it will function, its period of duration, the persons authorized to represent and obligate it and which persons will be directly responsible for due performance of the Contract and can give valid receipts on behalf of the joint venture, the proportionate participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. No amendments / modifications whatsoever in the joint venture agreement shall be agreed to between the joint venture partner without prior written consent of the Employer.