

# TENDER DOCUMENTS

FOR

FABRICATION AND INSTALLATION OF FOUR (04)
NOS. EMERGENCY EXIT STAIRCASES FROM ROOFTOP
TO GROUND LEVEL AT PIFD

TENDER FEE: Rs.1,000/-

TENDER NO: PIFD/TENDER/2024-25/030

Procurement Office, Pakistan Institute of Fashion and Design, 51-J/III, Johar Town, Lahore



# PAKISTAN FASHION AND DESIGN LAHORE-PAKISTAN



# Chartered by the Government of Pakistan

# TENDER NOTICE

Pakistan Institute of Fashion & Design (PIFD) Lahore, solicits sealed written proposals in accordance with the Public Procurement Rules-2004 36 (b) based upon single stage two envelope bidding procedure. Interested parties / bidders must submit their proposals as per PPRA rules and regulations for the Tender for

# FABRICATION AND INSTALLATION OF FOUR (04) NO.EMERGENCY EXIT STAIRCASES FROM ROOFTOP TOGROUND LEVEL AT PIFD

# (PIFD/TENDER/2024-25/030)

- Bids must be submitted in two separate envelopes, clearly labeled as "Technical Proposal" and "Financial Proposal."
- Tender documents can be purchased by submitting a written request at a cost of Rs. 1,000 (non refundable) from the Treasurer's Office at the address below, during office hours (9:00 AM to 4:00 PM), excluding Saturdays and Sundays.
- Bidders are required to submit their bids online through the EPADS (e-Pak Acquisition & Disposal System) at https://eprocure.gov.pk. Additionally, a hard copy prepared according to the instructions in the bidding documents must be submitted to the address below by November 18<sup>th</sup>, 2024, at 11:00 AM. Late submissions will be rejected.
- Bids will be opened on the same day at 11:30 AM. Initially, only the technical proposals will be opened; the financial proposals of technically qualified firms will be opened in a second stage.
- Late submissions will not be considered.
- In the event of a holiday, the tender proceedings will be conducted on the next working day.
- Companies that are blacklisted or involved in litigation will not be considered.
- This advertisement is available on the PPRA website www.ppra.org.pk and the PIFD website www.pifd.edu.pk.
- PIFD reserves the right to reject any or all bids in accordance with PPRA rules.

SECRETARY TO TENDER COMMITTEE

PAKISTAN INSTITUTE OF FASHION AND DESIGN (PIFD)

51 J/III BLOCK, JOHAR TOWN, LAHORE

Tel: +92 42 99232951 - 57

# INVITATION FOR BIDS

Bid Reference No.: PIFD/TENDERS/2024-25/030

- 1. The Employer, Pakistan Institute of Fashion and Design Lahore (PIFD) invites sealed bids in accordance with the Public Procurement Rules-2004 36 (b) based upon single stage two envelope bidding procedure from eligible firms or persons licensed by the Pakistan Engineering Council in the appropriate category and duly qualified with the Employer for the Works, Fabrication and Installation of 4 Nos. Emergency Exit Staircases from rooftop to Ground Level at PIFD Lahore, estimated amount Rs.12.12 Million, which will be completed in 90 days.
- 2. A complete set of Bidding Documents may be purchased by an interested eligible bidder on submission of a written application to the office given below and upon payment of a non-refundable fee of Rupees 1,000/- (non-refundable) Bidders may acquire the Bidding Documents from the Office of the Employer, at PIFD, 51/J-III, Johar Town Lahore.
- 3. All bids must be accompanied by a Bid Security in the amount of Rs.365,000/- in the form of CDR and must be delivered to Secretary Tender Committee, 51-J/III, Johar Town Lahore at or before 11:00am on November 18<sup>th</sup>,2024 and also online on EPADS (e-Pak Acquisition & Disposal System) https://eprocure.gov.pk. Bids will be opened at11:30am on the same day in the presence of bidders' representatives who choose to attend.

# INSTRUCTIONS TO THE BIDDERS

#### A. GENERAL

#### IB.1 SCOPE OF BID & SOURCE OF FUNDS

# 1.1 Scope of Bid

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

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

#### 1.2 Source of Funds

The Employer has arranged funds from its own sources.

#### IB.2 ELIGIBLE BIDDERS

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

- (a) duly licensed by the Pakistan Engineering Council (PEC) in the category C6 or above having codes CE10/BC01 and ME06.
- (b) Sales Tax & PRA Registration (Active)
- (c) Income Tax Registration (Active)

#### IB.3 COST OF BIDDING

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

# B. BIDDING DOCUMENTS

# IB.4 CONTENTS OF BIDDING DOCUMENTS

- 4.1 In addition to Invitation for Bids, the Bidding Documents are those stated below, and should be read in conjunction with any Addendum issued in accordance with Sub-Clause IB.6.1.
  - 1. Instructions to Bidders & Bidding Data
  - 2. Form of Bid & Schedules to Bid

Schedules to Bid comprise the following:

- (i) Schedule A: Schedule of Prices
- (ii) Schedule B: Works to be Performed by Subcontractors
- (iii) Schedule C: Proposed Program of Works
- (iv) Schedule D: Method of Performing Works
- (v) Schedule E: Integrity Pact
- (vi) Schedule F: Price Reasonability Certificate
- (vii) Schedule G: Technical Bid Form
- (viii) Schedule H: Affidavit
- (ix) Schedule I: Declaration Form

#### 3. Conditions of Contract & Contract Data

#### 4. Standard Forms:

- (i) Form of Bid Security
- (ii) Form of Performance Security

- (iii) Form of Contract Agreement
- (iv) Form of Bank Guarantee for Advance Payment
- (v) Specifications
- (vi) Drawings, if any
- 5. Specifications
- 6. Drawings, if any

## IB.5 CLARIFICATION OF BIDDING DOCUMENTS

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

## IB.6 AMENDMENT OF BIDDING DOCUMENTS

- 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.
- Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub-Clause 6.1 hereof, and shall be communicated in writing to all purchasers of the Bidding Documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the Employer.
- 6.3 To afford prospective bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer may at its discretion extend the deadline for submission of Bids.

## C. PREPARATION OF BIDS

# IB.7 LANGUAGE OF BID

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

## IB.8 DOCUMENTS COMPRISING THE BID

- 8.1 The bid shall comprise a single package with only the name of work, containing the following in two separate envelopes:
  - a. 'TECHNICAL PROPOSAL'
  - b. 'FINANCIAL PROPOSAL'

The envelopes shall be marked as 'TECHNICAL PROPOSAL' and 'FINANCIAL PROPOSAL' in bold and legible letters to avoid confusion.

8.2 Initially, only the envelope marked as 'TECHNICAL PROPOSAL' shall be opened. The envelope marked as 'FINANCIAL PROPOSAL' shall be retained in the custody of PIFD without being opened.

PIFD shall evaluate the 'Technical Proposal' in a manner prescribed in clause IB.16.7(II) below, without reference to the price and reject any bid which does not conform to the specified requirements

# 'TECHNICAL PROPOSAL' must contain the following:

- (i) Covering Letter
- (ii) Certificate of registration of bidder with Pakistan Engineering Council (PEC) in the relevant category valid for current year or copy of last/previous year along with receipt of amount submitted for renewal of registration.
- (iii) National Tax Number along with copy of certificate.
- (iv) Copy of Professional Tax Clearance Certificate.
- (v) Copy of Provincial Sales Tax (PST) Registration.
- (vi) Following relevant paper must be provided in respective
   cases:
  - a. Type of ownership i.e. Proprietor/Partnership/Private Limited, Company/Public Limited Company
  - b. Copy of NIC in case of single proprietor
  - c. Copy of partnership deed in case of partnership
  - d. Copy of Article of Association for Private/Public Limited Companies
  - e. Complete data of the Contractor regarding projects of Fabrication & Installation of steel structures 60ft high (work order & completion certificate).
  - **f.** Proof of personnel & equipment capabilities and financial soundness (available bank credit line and working capital in last three years).
  - g. Schedules (B to I) to Bid duly filled and initialed, in accordance with the instructions contained therein & in accordance with Sub-Clause IB.14.3.
  - h. Bid Security furnished in accordance with Clause IB.13.
  - i. Power of Attorney in accordance with Sub-Clause IB 14.5.
  - j. Documentary evidence in accordance with Clause IB.11
  - k. Documentary evidence in accordance with Clause IB.12
  - 1. Tender Document duly sign and Stamp by the bidder.

# 'FINANCIAL PROPOAL' shall comprise the following components:-

- a. Bid Form (Letter of Offer)
- b. Schedule of Price.
  - i. Summary of Bid Price (Schedule A to Bid)
  - ii. Schedule of Price (Schedule A to Bid)

#### IB.9 SUFFICIENCY OF BID

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

#### IB.10 BID PRICES, CURRENCY OF BID AND PAYMENT

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

# IB.11 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS

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

# IB.12 DOCUMENTS ESTABLISHING WORKS' CONFORMITY TO BIDDING DOCUMENTS

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

# IB.13 BID SECURITY

13.1 Each bidder shall furnish, as part of his Technical bid, a Bid Security in the amount stipulated in Bidding Data in Pak. Rupees in the form of CDR only.

- 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, pursuant to Clause IB.21 and signed the Contract Agreement, pursuant to Sub-Clauses IB.20.2 & 20.3.

# 13.5 The Bid Security may be forfeited:

- (a) if a bidder withdraws his bid during the period of bid validity; or
- (b) if a bidder does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) hereof; or
- (c) in the case of a successful bidder, if he fails to:
  - (i) furnish the required Performance Security in accordance with Clause IB.21, or
  - (ii) sign the Contract Agreement, in accordance with Sub-Clauses IB.20.2 & 20.3.

# IB.14 VALIDITY OF BIDS, FORMAT, SIGNING AND SUBMISSION OF BID

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

#### a. SUBMISSION OF BID

# IB.15 DEADLINE FOR SUBMISSION, MODIFICATION & WITHDRAWAL OF BIDS

15.1 The Bidders are required to submit their bids online on EPADS (e-Pak Acquisition & Disposal System) https://eprocure.gov.pk and

- also a hard copy prepared in accordance with the instructions not later than the time and date stipulated therein.
- 15.2 Bids submitted through telegraph, telex, fax or e-mail shall not be considered.
- 15.3 Any bid received by the Employer after the deadline for submission prescribed in Bidding Data will be returned unopened to such bidder.
- 15.4 Any bidder may modify or withdraw his bid after bid submission provided that the modification or written notice of withdrawal is received by the Employer prior to the deadline for submission of bids.
- 15.5 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security pursuant to Sub-Clause IB.13.5(a).

## b. BID OPENING AND EVALUATION

# IB.16 BID OPENING, CLARIFICATION AND EVALUATION

- 16.1 The Employer will open the bids, in the presence of bidders' representatives who choose to attend, at the time, date and location stipulated in the Bidding Data. At the first stage, only technical proposals will be opened, whereas Financial proposals of technically qualified firms will be opened at second stage.
- 16.2 The bidder's name, Bid Prices, any discount, the presence or absence of Bid Security, and such other details as the Employer at its discretion may consider appropriate, will be announced by the Employer at the bid opening. The Employer will record the minutes of the bid opening. Representatives of the bidders who choose to attend shall sign the attendance sheet.
  - Any Bid Price or discount which is not read out and recorded at bid opening will not be taken into account in the evaluation of bid.
- 16.3 To assist in the examination, evaluation and comparison of Bids the Engineer/Employer may, at its discretion, ask the bidder for a clarification (including missing documents) of its Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted.
- 16.4 (a) Prior to the detailed evaluation, pursuant to Sub-Clauses IB.16.7 to 16.9, the Engineer/Employer will determine the substantial responsiveness of each bid to the Bidding Documents. For purpose of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations. It will include to determine the requirements listed in Bidding Data.
  - (b) Arithmetical errors will be rectified on the following basis:
    If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and

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

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

- 16.5 A Bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the bidder by correction of the non-conformity.
- 16.6 Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation may be waived by Employer, provided such waiver does not prejudice or affect the relative ranking of any other bidders.
- 16.7 The Engineer/Employer will evaluate and compare only the bids previously determined to be substantially responsive pursuant to Sub-Clauses IB.16.4 to 16.6 as per requirements given hereunder. Bids will be evaluated for complete scope of works. The prices will be compared on the basis of the Evaluated Bid Price pursuant to Sub-Clause 16.8 herein below.

#### (i) 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.

## (ii) Commercial Evaluation

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

#### 16.8 Evaluated Bid Price

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

- (i) making any correction for arithmetic errors pursuant to Sub-Clause 16.4 hereof.
- (ii) making an appropriate price adjustment for any other acceptable variation or deviation.
- (iii) making an appropriate price adjustment for Deviations in terms of Payments (if any and acceptable to the Employer).

(iv) discount, if any, offered by the bidders as also read out and recorded at the time of bid opening.

#### 16.9 Evaluation Methods

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

# (i) Price Adjustment for Technical Compliance

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

## (ii) Price Adjustment for Commercial Compliance

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

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

Refer to Bidding Data

# IB.17 PROCESS TO BE CONFIDENTIAL

- 17.1 Subject to Sub-Clause IB.16.3 heretofore, no bidder shall contact Engineer /Employer on any matter relating to its Bid from the time of the Bid opening to the time the bid evaluation result is announced by the Employer. The evaluation result shall be announced at least ten (10) days prior to award of Contract. The announcement to all bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated.
- 17.2 Any effort by a bidder to influence Engineer/Employer in the Bid evaluation, Bid comparison or Contract Award decisions may result in the rejection of his Bid. Whereas, any bidder feeling aggrieved may lodge a written complaint not later than fifteen (15) days after the announcement of the bid evaluation result, however, mere fact of lodging a complaint shall not warrant suspension of procurement process.

## c. AWARD OF CONTRACT

# IB.18. POST QUALIFICATION

18.1 The Employer, at any stage of the bid evaluation, having credible reasons for or prima facie evidence of any defect in supplier's or contractor's capacities, may require the suppliers or contractors to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not:

- Provided that such qualification shall only be laid down after recording reasons therefor in writing. They shall form part of the records of that bid evaluation report.
- 18.2 The determination will take into account the bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidders' qualifications submitted under Clause IB.11, as well as such other information required in the Bidding Documents.

#### IB.19 AWARD CRITERIA & EMPLOYER'S RIGHT

- 19.1 Subject to Sub-Clause IB.19.2, the Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such bidder has been determined to be qualified to satisfactory perform the Contract in accordance with the provisions of Clause IB.18.
- 19.2 Not with standing Sub-Clause IB.19.1, the Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the Employer's action except that the grounds for its rejection of all bids shall upon request be communicated, to any bidder who submitted a bid, without justification of the grounds. Notice of the rejection of all the bids shall be given promptly to all the bidders.

# IB.20 NOTIFICATION OF AWARD & SIGNING OF CONTRACT AGREEMENT

- 20.1 Prior to expiration of the period of bid validity prescribed by the Employer, the Employer will notify the successful bidder in writing ("Letter of Acceptance") that his bid has been accepted.
- 20.2 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.
- 20.3 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.

## IB.21 PERFORMANCE SECURITY

- 21.1 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.
- 21.2 Failure of the successful bidder to comply with the requirements of Sub-Clauses IB.20.2 & 20.3 or 21.1 or Clause IB.22 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

# IB.22 INTEGRITY PACT

22.1 The Bidder shall sign and stamp the Form of Integrity Pact provided at Schedule-F to Bid in the Bidding Document for all Federal Government procurement contracts exceeding Rupees ten

(10) million. Failure to provide such Integrity Pact shall make the bid non-responsive.

# BIDDING DATA

|      |   | DUMATE C  |
|------|---|---|
| IB#  | CLAUSE REFERENCE  | DETAILS   |
| 1.1  | Name of Employer:   | Pakistan Institute of Fashion and<br>Design (PIFD) Lahore   |
|      | Brief Description of Works  | Fabrication and Installation of 4 Nos. emergency exit staircases from roof top to ground level at PIFD Lahore.  |
| 5.1  | (a) Employer's Address  | Pakistan Institute of Fashion and Design, 51 - J/III, Johar Town, Lahore  |
|      | (b) Engineer's Address  | Mr. Muhammad Saaim Tanveer<br>51 - J/III, Johar Town,<br>Lahore   |
| 10.3 | Bid Currency  | Bid shall be quoted entirely in Pak. Rupees. The payment shall be made in Pak. Rupees   |
| 11.2 | The bidder / manufacturer has the financial, technical & production capability necessary to perform the Contract. | Bidders will be evaluated as per SCHEDULE - J TO BID (Technical Evaluation Criteria)  |
| 12.1 | A detailed description of the Works, essential technical and performance characteristics.                         | <ol> <li>Fabrication and installation 2-Nos. fire escape stairs from roof top to ground Level. Approximately (56' High) with Enamel paint with deco filler.</li> <li>Fabrication and installation of 2-Nos. fire escape stairs from roof top to ground level. Approximately (56' High) with Enamel paint with deco filler.</li> <li>Civil work, foundation and plastering as per need at site for fire escape staircases</li> <li>Fabrication and Installation of doors on the rooftop</li> </ol> |
| 13.1 | Amount of Bid Security  | Rs. 365,000/-   |
| 14.1 | Period of Bid Validity  | 90 days from date of opening of the Bid   |
| 14.4 | Number of Copies of Bid to<br>be Submitted  | One (original only)   |
| 14.6 | Employer's Address for Bid<br>Submission:   | 51 - J/III, Johar Town Lahore   |

| IB # | CLAUSE REFERENCE                 | DETAILS  |
|------|----------------------------------|--|
| 15.1 | Deadline for Submission of Bids: | 11:00 am on November 18 <sup>th</sup> ,2024  |
| 16.1 | Bid Opening:                     | <pre>Venue : PIFD Lahore Date : Same Day Time : At 11:30</pre>   |
| 16.4 | Responsiveness of Bids:          | <ul> <li>(i) the Bid is valid till required period,</li> <li>(ii) the Bid prices are firm during currency of contract (if it is a fixed price bid)</li> <li>(iii) completion period offered is within specified limits,</li> <li>(iv) the Bidder/Manufacturer is eligible to Bid and possesses the requisite experience, capability and qualification.</li> <li>(v) the Bid does not deviate from basic technical requirements and</li> <li>(vi) Meet the Technical Evaluation Criteria the Bids are generally in order, etc.</li> </ul> |
| 16.9 | Price Adjustment:                | No price adjustment on account of the market fluctuation   |
|      | FASHION<br>DESIC                 | J AND<br>IN  |

# FORM OF BID AND SCHEDULES TO BID



## FORM OF BID

(LETTER OF OFFER)

Bid Reference No. PIFD/TENDER/2024-25/030

Fabrication and Installation of Emergency Exit Staircases from Roof Top to Ground Level at PIFD Lahore

To:

Secretary to Tender Committee
Pakistan Institute of Fashion and Design (PIFD)
51-J/III, Johar Town,
Lahore

#### Gentlemen,

| 1. | Having exa  | mined the  | Bidding    | Documents  | including   | Instructio  | ons to |
|----|-------------|------------|------------|------------|-------------|-------------|--------|
|    | Bidders, E  | Bidding Da | ta, Cond:  | itions of  | Contract,   | Contract    | Data,  |
|    | Specificat  | ions, Draw | ings, if   | any, Sched | dule of Pri | ces and A   | ddenda |
|    | Nos.        |            |            | for the e  | xecution of | the above   | -named |
|    | Works, we,  | the under  | signed, k  | eing a co  | mpany doing | g business  | under  |
|    | the name of | of and add | ress       | 3000       |             |             |        |
|    |             |            |            | 5/3 200    | 200/00/2    | and         | being  |
|    | duly incor  | porated un | nder the   | laws of    | Pakistan    | hereby off  | er to  |
|    | execute an  | d complete | such Wor   | ks and rem | edy any de  | fects there | ein in |
|    | conformity  | with the   | said Docu  | ments inc  | luding Adde | enda theret | to for |
|    | the         | Total      | VIC        | Bid        | Pri         | се          | of     |
|    | Rs          | (Rı        | ıpees      | TYTY       |             | ) or such   | other  |
|    | sum as may  | be ascerta | ained in a | accordance | with the s  | said Docume | ents.  |
|    |             |            |            |            |             |             |        |

- 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 Rs. \_\_\_\_\_ drawn in your favour or made payable to you and valid for a period of twenty eight (28) days beyond the period of validity of Bid.
- 4. We undertake, if our Bid is accepted, to commence the Works and to deliver and complete the Works comprised in the Contract within the time(s) stated in Contract Data.
- 5. We agree to abide by this Bid for the period of \_\_\_\_\_ days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- 6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
- 7. We undertake, if our Bid is accepted, to execute the Performance Security referred to in Conditions of Contract for the due performance of the Contract.
- 8. We understand that you are not bound to accept the lowest or any bid you may receive.

PIFD/TENDER/2024-2025/030 Fabrication and Installation of Four (04) Nos. Emergency Exit Staircases From Rooftop To Ground Level at PIFD

| 9. | We do hereby declare that the Bid is made without any collusion comparison of figures or arrangement with any other person of persons making a bid for the Works. |
|----|---|
|    | Dated this day of/2024  |
|    | Signature   |
|    | in the capacity ofduly authorized to sign bid for and on behalf of(Name of Bidder is Block Capitals)  |
|    | Address   |
|    |   |
|    | WITNESS:  (Signature)   |
|    | Name:   |

# PREAMBLE TO SCHEDULE OF PRICES

#### 1 GENERAL

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

## 2 DESCRIPTION

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

#### 3 UNITS & ABBREVIATIONS

3.1 Units of measurement, symbols and abbreviations expressed in the Bidding Documents shall comply with the System Internationals' Unites (SI Units).

Pakistan Institute of Fashion & Design (PIFD)

| Squire Feet | : | (Sqft) |
|-------------|---|--------|
| Kilo Grams  | : | (Kg)   |
| Numbers     | : | (Nos.) |
| Lump Sum    | : | (LS)   |

**Note:** The abbreviations to be used in the Schedule of Prices to be defined by the Employer.

#### 4 RATES AND PRICES

- 4.1 Except as otherwise expressly provided under the Conditions of Contract, the rates and amounts entered in the Schedule of Prices shall be the rates at which the Contractor shall be paid and shall be the full inclusive value of the works set forth or implied in the Contract; except for the amounts reimbursable, if any to the Contractor under the Contract.
- **4.2** Unless otherwise stipulated in the Contract Data, the rates and prices entered by the bidder shall not be subject to adjustment during the performance of the Contract.
- 4.3 All duties, taxes and other levies payable by the Contractor shall be included in the rates and prices. 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 item.
- **4.4** 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.
- **4.6** (b) The Contractor shall be responsible to make complete arrangements for the transportation of the Plant to the Site.
- 4.7 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.

5.2 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.

## 5.3 Total Bid Price

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

#### 6 PROVISIONAL SUMS

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

# SCHEDULE OF PRICES - SUMMARY OF BID PRICES

| Bill # | Description  | Total Amount (PKR) |
|--------|--|--------------------|
| 1.     | Fabrication and Installation of 4 Nos. Emergency Exit Staircases from Rooftop to Ground Level at PIFD Lahore. (Complete work in each respect.) |                    |
| Amount | in Words:  |                    |

# BID SECURITY/EARNEST MONEY DETAILS

| Amount of Bid Securi  | ty/Earnest Money: | Rs:          |
|-----------------------|-------------------|--------------|
| CDR / Demand Draft/Ba | ank Draft #       |              |
| Name of the Bank:     | D                 | 533-36 35 55 |

|                               | W     |
|-------------------------------|-------|
| <sub>T</sub> PAK ISTAN        | -3337 |
| LINSTITITE                    | OF.   |
| Authorized Signature & Stamp: | 1     |

# SCHEDULE OF PRICES

| s#  | Description   | UNIT     | QTY.   | Rate    | Total |
|-----|---|----------|--------|---------|-------|
| 1   | Fabricating and providing (2-No) fire escape stair (Stare Case-1) consisting of MS Box 5"x5" x 3mm for columns.   | Kg.      | 7200   |         |       |
| 2   | Fabricating and providing (2-No) fire escape stair (Stare Case-1) consisting of MS Box 5"x5" x 3mm for columns.   | Kg.      | 6860   |         |       |
| 3   | Enamel paint with deco filler complete in all respect   | Sqft.    | 5135   |         |       |
| 4   | Scaffolding for the duration of the project   | LS       | 1      |         |       |
| 5   | Civil Work, foundation for stair and plastering as per need at site complete in all respect   | No       | 4      |         |       |
| 6   | Providing and Fixing of Exit Doors including Push Bars, of approved quality, as per HSEQ requirements etc. including making provision in existing building for doors. | No.      | 14     | 30000 E |       |
| 7   | Repair work and removal of debris in all respect.   | LS       | VI     | )       |       |
| Tot | al Bid Amount (Inclusive of all a   | applical | ble ta | xes)    |       |
| Bid | Bid Amount in Words:  |          |        |         |       |

| Authorized Signature | & | Stamp: |  |
|----------------------|---|--------|--|
|----------------------|---|--------|--|

## 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<br>Sub-Contracted | Name and address of<br>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.

## PROPOSED PROGRAMME 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.



# 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.



# (INTEGRITY PACT)

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS. 10-MILLION OR MORE

| Contract No.   | Dated   |
|--|---|
| Contract Value   |   |
| Contract Title   |   |
| induced the procurement of any coobligation or benefit from Govern   | hereby declares that it has not obtained or ontract, right, interest, privilege or other ment of Pakistan (GoP) or any administrative any other entity owned or controlled by GoP tice.   |
| and warrants that it has fully depaid or payable to anyone and not agree to give to anyone within or othrough any natural or juridical associate, broker, consultant, of subsidiary, any commission, grat whether described as consultation or inducing the procurement of a cobligation or benefit in whatsoever expressly declared pursuant hereto [name of Supplier] certifies that all agreements and arrangements with the transaction with GoP and has | the foregoing, [name of Supplier] represents eclared the brokerage, commission, fees etc. given or agreed to give and shall not give or butside Pakistan either directly or indirectly all person, including its affiliate, agent, director, promoter, shareholder, sponsor or ification, bribe, finder's fee or kickback, fee or otherwise, with the object of obtaining contract, right, interest, privilege or other er form from GoP, except that which has been on the standard will make full disclosure of with all persons in respect of or related to not taken any action or will not take any claration, representation or warranty. |
| any false declaration, not makin<br>taking any action likely to<br>representation and warranty. It<br>privilege or other obligation or<br>shall, without prejudice to any ot   | esponsibility and strict liability for making g full disclosure, misrepresenting facts or defeat the purpose of this declaration, agrees that any contract, right, interest, benefit obtained or procured as aforesaid her rights and remedies available to GoP underment, be voidable at the option of GoP.  |
| of Supplier] agrees to indemnify account of its corrupt business p in an amount equivalent to ten tibribe, finder's fee or kickback of the purpose of obtaining or inductions.   | medies exercised by GoP in this regard, [name GoP for any loss or damage incurred by it on ractices and further pay compensation to GoP me the sum of any commission, gratification, given by [name of Supplier] as aforesaid for sing the procurement of any contract, right, gation or benefit in whatsoever form from GoP.   |
| Name of Buyer:   | Name of Supplier  |
| Signature:   | Signature:  |
| Seal:  | Seal  |

# PRICE REASONABILITY CERTIFICATE

- (1) We certify that the prices quoted against this tender are reasonable and not more than the prices charged from any other Agencies in the country and in case of any discrepancy, we hereby undertake to refund the price charged in excess.
- (2) We also hereby categorically confirm that the services offered by us are exactly according to the particulars and specifications laid down in your tender inquiry in all respects.
- (3) We hereby confirm to adhere to the service period required in the tender inquiry which would be the essence of the contract and which will be strictly adhered to by us. In case of failure, we agree unconditionally to accept the recovery of liquidated damages as spelled out above.

| Name of Authorised Person |             |
|---------------------------|-------------|
|                           | 632.00      |
| Designation               | TAN         |
|                           |             |
| Signature & Stamp         | N AND<br>GN |
|                           | 1           |
| Date                      | /2024       |

# TECHNICAL BID FORM

The bidder must attach this list along with the Technical  $\operatorname{Bid}$ 

| 1    | Name of the Company:               |  |  |  |  |
|------|------------------------------------|--|--|--|--|
| 2    | Year of Registration:              |  |  |  |  |
| 3    | Legal Status of the Company        | ☐ Sole Proprietor ☐ Private Limited/Private Partnership ☐ Partnership /AoP |  |  |  |
| 4    | NTN Registration Number:           |  |  |  |  |
| 5    | GST Registration Number            |  |  |  |  |
| 6    | Experience (No of Years)           | 2222333 6 6 6 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8                                |  |  |  |
| 7    | Postal Address of the Company      |  |  |  |  |
| 8    | Office Telephone Number            | STAN   |  |  |  |
| 9    | Email Address                      | TUTE OF  |  |  |  |
| 10   | Name of Contact Person             | ICN  |  |  |  |
| 11   | Contact Number                     | IOIY   |  |  |  |
| 12   | Email Address of Contact<br>Person |  |  |  |  |
| Nam  | Name of Authorised Person          |  |  |  |  |
| Des  | ignation                           |  |  |  |  |
| Sig  | nature & Stamp                     |  |  |  |  |
| Date |                                    | /2024  |  |  |  |

# AFFIDAVIT

| FROM:             |  |   |  |  |  |
|-------------------|--|---|--|--|--|
|                   |  |   |  |  |  |
|                   |  |   |  |  |  |
|                   |  |   |  |  |  |
| TO:               | T  |   |  |  |  |
|                   | Pakistan Institute of Fashion and Design Lahore (PIFD) |   |  |  |  |
|                   | 51 J-III, Jo   | har Town  |  |  |  |
|                   | Lahore   |   |  |  |  |
| any c             | <br>onflict/disput                                     | having our office at hereby undertake that is the regarding execution of work arises with PAKISTAN ON AND DESIGN, we shall not resort to any court of |  |  |  |
| claus<br>2. We, M | es of the tend   | der documents issued by PIFD.  are not involved in any litigation blacklisted by any organization in Pakistan.  |  |  |  |
|                   |  | Authorized Signature:   |  |  |  |
| NAME OF           | FIRM   |   |  |  |  |
| STAMP:            |  |   |  |  |  |
| COMPLET           | E ADDRESS  |   |  |  |  |
| Dated:            | //   | /2024   |  |  |  |

#### Declaration Form

(Mandatory: On Letterhead, Non-provision will disqualify the bidder)

# All terms & conditions have been carefully read & understood and are hereby unconditionally accepted. It is declared that:

- 1) I understand that by inserting any condition in my bid consciously or unconsciously will AUTOMATICALLY disqualify me from the bidding process.
- 2) All the information furnished by me/us here-in is correct to the best of my knowledge and belief.
- 3) I/We have no objection if inquiries are made about the work listed by me/us in the accompanying annexure.
- 4) I/We agree that the decision of the Committee in selection will be final and binding to me/us.
- 5) I / We have read the instructions appended to the pro forma and I/We understand that if any false information is found at any stage, the Tender Committee is at liberty to act in a manner it feels deemed fit, which includes, but not limited to, confiscation of Security/Earnest Money AND/OR imposing a bar/restriction from future business with Pakistan Institute of Fashion and Design (PIFD), Lahore AND/OR blacklisting.

| 6,000                                    |
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SIGNATURE & STAMP-----

# TECHNICAL EVALUATION CRITERIA

Responsive percentage: 70%

| • •  |       | <b>e</b> . 700 |  |  |  |
|--|-------|----------------|--|--|--|
| Financial Strength (Attach Income Tax Return Last 3 Years)   |       |                |  |  |  |
| Average Annual Revenue/Sales T.O From 6,000,000 up to 8,000,000  | 05    |                |  |  |  |
| Average Annual Revenue/Sales T.O more than 8,000,000 up to 12,000,000                                  |       |                |  |  |  |
| Average Annual Revenue/Sales T.O above 12,000,000  | 10    |                |  |  |  |
| Business Experience (Attach a copy of the business registration  | certi | ficate)        |  |  |  |
| 5 - 8 Years of Experience  | 05    |                |  |  |  |
| 8 - 10 Years of Experience   | 07    | 10             |  |  |  |
| Above 10 years of Experience   | 10    |                |  |  |  |
| Machinery, Tools and Plant (Attach List)   |       |                |  |  |  |
| Available list of relevant Machinery, tools and plants for topict                                      | this  | 10             |  |  |  |
| Relevant Experience (Attach proof)   |       |                |  |  |  |
| Experience in Fabrication / Installation of steel structures or Higher                                 | 60ft  | 20             |  |  |  |
| Implementation Plan  |       |                |  |  |  |
| Implementation Plan specifying method of Construction & use of suitable machinery.                     |       |                |  |  |  |
| Deployment Schedule of Staff   |       |                |  |  |  |
| List of CVs and Deployment Schedule of Staff.  |       | 10             |  |  |  |
| Health, Safety, Environment Policy   |       |                |  |  |  |
| HSE policy of the firm including HSEQ Professionals CVs and previous HSE record with other Departments | ious  | 10             |  |  |  |

# Note

Contractor shall provide details of his Engineer registered with PEC along with his profile / CV showing relevant works. It will be evaluated in category of relevant staff.

# CONDITIONS OF THE CONTRACT

#### 1 GENERAL PROVISIONS

#### 1.1 DEFINITIONS

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

#### The Contract

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

#### Persons

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

#### Dates, Times and Periods

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

## Money and Payments

1.1.10. "Cost" means all expenditure properly incurred (or to be incurred) by the Contractor, whether on or off the Site, including overheads and similar charges but does not include any allowance for profit.

## Other Definitions

1.1.11. "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.

- 1.1.12. "Country" means the Islamic Republic of Pakistan.
- 1.1.13. "Employer's Risks" means those matters listed in Sub-Clause 6.1.
- 1.1.14. **"Force Majeure"** means an event or circumstance which makes performance of a Party's obligations illegal or impracticable and which is beyond that Party's reasonable control.
- 1.1.15. 'Materials" means things of all kinds (other than Plant) to be supplied and incorporated in the Works by the Contractor.
- 1.1.16. "Plant" means the machinery and apparatus intended to form or forming part of the Works.
- 1.1.17. "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.
- 1.1.18. "Variation" means a change which is instructed by the Engineer/Employer under Sub-Clause 10.1.
- 1.1.19. '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 and any variation thereof.
- 1.1.20. "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.

#### 1.2 INTERPRETATION

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

## 1.3 PRIORITY OF DOCUMENTS

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

## 1.4 LAW

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

#### 1.5 COMMUNICATIONS

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

#### 1.6 STATUTORY OBLIGATIONS

The Contractor shall comply with the Laws of Islamic Republic of Pakistan and shall give all notices and pay all fees and other charges in respect of the Works.

# 2 THE EMPLOYER

# 2.1 PROVISION OF SITE

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

#### 2.2 PERMITS ETC.

The Employer shall, if requested by the Contractor, assist him in applying for permits, licenses or approvals which are required for the Works.

## 2.3 ENGINEER'S/EMPLOYER'S INSTRUCTIONS

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

#### 2.4 APPROVALS

No approval or consent or absence of comment by the Engineer/Employer shall affect the Contractor's obligations.

## 3 ENGINEER'S/EMPLOYER'S REPRESENTATIVES

#### 3.1 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.

## 3.2 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.

#### 4 THE CONTRACTOR

#### 4.1 GENERAL OBLIGATIONS

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

## 4.2 CONTRACTOR'S REPRESENTATIVE

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

# 4.3 SUBCONTRACTING

The Contractor shall not subcontract the whole of the Works. The Contractor shall not subcontract any part of the Works without the consent of the Employer.

#### 4.4 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 CDR / Bank Draft or

Bank Guarantee for the amount and validity specified in Contract Data.

#### 5 DESIGN BY CONTRACTOR

#### 5.1 CONTRACTOR'S DESIGN

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

## 5.2 RESPONSIBILITY FOR DESIGN

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

#### 6 EMPLOYER'S RISKS

#### 6.1 THE EMPLOYER'S RISKS

The Employer's Risks are:

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

Employer's personnel or by others for whom the Employer is responsible;

- h) a suspension under Sub-Clause 2.3 unless it is attributable to the Contractor's failure; and
- i) Physical obstructions or physical conditions other than climatic conditions, encountered on the Site during the performance of the Works, for which the Contractor immediately notified to the Employer and accepted by the Employer.

#### 7 TIME FOR COMPLETION

# 7.1 EXECUTION OF THE WORKS

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

#### 7.2 PROGRAMME

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

#### 7.3 EXTENSION OF TIME

The Contractor shall, within such time as may be reasonable under the circumstances, notify the Employer/Engineer of any event(s) falling within the scope of Sub-Clause 6.1 or 10.3 of these Conditions of Contract and request the 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.

#### 7.4 LATE COMPLETION

If the Contractor fails to complete the Works within the Time for Completion, the Contractor's only liability to the Employer for such failure shall be to pay the amount stated in the Contract Data for each day for which he fails to complete the Works.

#### 8 TAKING-OVER

#### 8.1 COMPLETION

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

# 8.2 TAKING-OVER NOTICE

Within fourteen (14) days of the receipt of the said notice of completion from the Contractor the Employer/Engineer shall either takeover the completed Works and issue a Certificate of Completion to that effect or shall notify the Contractor his reasons for not taking-over the Works. While issuing the Certificate of Completion

as aforesaid, the Employer/Engineer may identify any outstanding items of work which the Contractor shall undertake during the Maintenances Period.

#### 9 REMEDYING DEFECT

#### 9.1 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.

## 9.2 UNCOVERING AND TESTING

The Engineer/Employer may give instruction as to the uncovering and /or testing of any work. Unless as a result of an uncovering and/or testing it is established that the Contractor's design, Materials, Plant or workmanship are not in accordance with the Contract, the Contractor shall be paid for such uncovering and/or testing as a Variation in accordance with Sub-Clause 10.2.

### 10 VARIATIONS AND CLAIMS

## 10.1 RIGHT TO VARY

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

#### 10.2 VALUATION OF VARIATIONS

Variations shall be valued as follows:

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

of hours of labour and Contractor's Equipment, and of Materials, used.

# 10.3 EARLY WARNING

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

To the extent of the Contractor's failure to notify, which results to the Engineer/Employer being unable to keep all relevant records or not taking steps to minimize any delay, disruption, or Cost, or the value of any Variation, the Contractor's entitlement to extension of the Time for Completion or additional payment shall be reduced/rejected.

#### 11 CONTRACT PRICE AND PAYMENT

| Advance Payment | No Advance shall be paid                                     |
|-----------------|--|
| 15%             | Upon satisfactory delivery of the material on site           |
| 25%             | Upon the successful installation of the all staircases.      |
| 50%             | Upon successfully completion of allied and finishing of work |
| 10%             | Will be held as retention money                              |

#### 11.1 RETENTION

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

## 11.2 FINAL PAYMENT

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

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

### 11.3 CURRENCY

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

## 12 DEFAULT

#### 12.1 DEFAULT BY CONTRACTOR

If the Contractor abandons the Works, refuses or fails to comply with a valid instruction of the Engineer/Employer or fails to proceed expeditiously and without delay, or is, despite a written

complaint, in breach of the Contract, the Employer may give notice referring to this Sub-Clause and stating the default.

If the Contractor has not taken all practicable steps to remedy the default within fourteen (14) days after receipt of the Employer's notice, the Employer may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then 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.

#### 12.2 DEFAULT BY EMPLOYER

If the Employer fails to pay in accordance with the Contract, or is, despite a written complaint, in breach of the Contract, the Contractor may give notice referring to this Sub-Clause and stating the default. If the default is not remedied within fourteen (14) days after the Employer's receipt of this notice, the Contractor may suspend the execution of all or parts of the Works.

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.

#### 12.3 INSOLVENCY

If a Party is declared insolvent under any applicable law, the other Party may by notice terminate the Contract immediately. The Contractor shall then demobilize from the Site leaving behind, in the case of the Contractor's insolvency, any Contractor's Equipment which the Employer instructs in the notice is to be used for the completion of the Works.

### 12.4 PAYMENT UPON TERMINATION

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following:

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) any sums to which the Employer is entitled,
- c) if the Employer has terminated under Sub-Clause 12.1 or 12.3, the Employer shall be entitled to a sum equivalent to twenty percent (20%) of the value of parts of the Works not executed at the date of the termination, and
- d) if the Contractor has terminated under Sub-Clause 12.2 or 12.3, the Contractor shall be entitled to the cost of his demobilization together with a sum equivalent to ten percent (10%) of the value of parts of the Works not executed at the date of termination.

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

#### 13 RISKS AND RESPONSIBILITIES

#### 13.1 CONTRACTOR'S CARE OF THE WORKS

Subject to Sub-Clause 9.1, the Contractor shall take full responsibility for the care of the Works from the Commencement Date until the date of the Employer's/Engineer's issuance of Certificate of Completion under Sub-Clause 8.2. Responsibility shall then pass to the Employer. If any loss or damage happens to the Works during the above period, the Contractor shall rectify such loss or damage so that the Works conform with the Contract.

Unless the loss or damage happens as a result of any of the Employer's Risks, the Contractor shall indemnify the Employer, or his agents against all claims loss, damage and expense arising out of the Works.

## 13.2 FORCE MAJEURE

If Force Majeure occurs, the Contractor shall notify the Engineer/Employer immediately. If necessary, the Contractor may suspend the execution of the Works and, to the extent agreed with the Employer demobilise the Contractor's Equipment.

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

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following:

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) the cost of his demobilization, and
- c) less any sums to which the Employer is entitled.

The net balance due shall be paid or repaid within thirty five (35) days of the notice of termination.

#### 14 RESOLUTION OF DISPUTES

## 14.1 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.

#### 14.2 NOTICE OF DISSATISFACTION

If a Party is dissatisfied with the decision of the Engineer or if no decision is given within the time set out in Sub-Clause 15.1 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.

#### 14.3 ARBITRATION

A dispute which has been the subject of a notice of dissatisfaction shall be finally settled as per provisions of Arbitration Act 1940 (Act No. X of 1940) and the same shall be referred to the sole arbitrator, the Vice Chancellor of PIFD, who shall give the award within 15 days of proceedings. Reference to arbitration shall be a condition precedent for any other action under the law. A specimen of the affidavit is enclosed as SCHEDULE - I TO BID.

#### 15 INTEGRITY PACT

- 15.1 If the Contractor, or any of his Sub-Contractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Schedule-F to his Bid, then the Employer shall be entitled to:
  - a) recover from the Contractor an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Contractor or any of his Sub-Contractors, agents or servants;
  - b) terminate the Contract; and
  - c) recover from the Contractor any loss or damage to the Employer as a result of such termination or of any other corrupt business practices of the Contractor or any of his Sub-Contractors, agents or servants.

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

#### 16 OTHER TERM OF REFERENCES

- I. The contractor must adhere to industry standards and best practices throughout the project.
- II. The Procuring Agency shall have the right, at his exclusive discretion, to increase/decrease the quantity of any or all

- item(s), under PPRA Rules 2004 without any change in unit prices or other terms and conditions.
- III. Provide & Supply of the required material as approved by the Procuring Agency in the quantities as required for the project. The receipt showing quantities purchased and reached at workshop for fabrication along with Material Testing Certificate shall be submitted to employer.
  - IV. Supply, Fabrication and Installation / Erection of Stairs will be carried out by the contractor, including but not limited to the following;
    - V. Fabrication of all parts as per specifications shall be executed in the workshop of the contractor. All parts shall be prepared at workshop complete in all respect to avoid / minimize welding and other fire related works at site.
- VI. The Fabricated parts with necessary allied items shall be transported to site in the designated hours and to the allotted area in the premises of the PIFD.
- VII. Lifting of all Fabricated parts and material shall be done after working hours with prior approval and under supervision of the Engineer In-charge, Administration / Maintenance representatives and HSEQ representative of the contractor.
- VIII. Contractor shall be responsible for any damage, injury and mishap, both in financial terms and human loss, if on his part.
  - IX. The activities like drilling, boring etc. which creates nuisance shall be done after working hours or on holidays. The environment of the PIFD shall be maintained workable.
  - X. Proper layout according to drawing and vetted from PIFD Site Incharge.
  - XI. All construction materials required for civil works (including but not limited to dismantling, repairing, reconstruction and reinstatement) at site and Fabrication works at workshop will be the responsibility of the contractor.
  - XII. Provision of skilled, unskilled labour and all type of transportation will also be at the part of Contractor.
- XIII. Contractor will be responsible for complete Installation of External stairs including all types (mechanical, electrical and civil) works.
- XIV. After the Installation, a joint confirmation visit will be carried out to vet the staircases according to the drawings.
  - XV. The contractor will maintain the staircase after Installation for one year during maintenance period. The maintenance expenditure will be at the part of contractor.
- XVI. The contractor will prepare a Handing and Taking documents showing the quantity of all material installed.
- XVII. Upon verification by the Engineer-in-charge, the site will be taken over, however, the Contractor will be responsible for any

repair and maintenance, if required during maintenance period and on payment completely bear by the contractor.



# CONTRACT DATA

| Sub-Clause | Conditions of   | Details   |  |  |  |
|------------|---|---|--|--|--|
| of         | Contract  |   |  |  |  |
| 1.1.3      | Employer's Drawings,<br>if any(To be listed by<br>the Employer)       | Attached in the drawing sections  |  |  |  |
| 1.1.4      | The Employer means  | Pakistan Institute of Fashion and Design<br>Lahore  |  |  |  |
| 1.1.5      | The Contractor means  | Successful Evaluated Bidder   |  |  |  |
| 1.1.7      | Commencement Date means   | The date of Site Handover to the Contractor   |  |  |  |
| 1.1.9      | Time for Completion   | 60 Days including mobilization period of 15 days  |  |  |  |
| 1.1.20     | Engineer  | Mr. Muhammad Saaim Tanveer<br>Electrical Engineer   |  |  |  |
| 1.3        | Documents forming the<br>Contract listed in the<br>order of priority: | <ul> <li>(a) The Contract Agreement</li> <li>(b) Letter of Acceptance</li> <li>(c) The completed Form of Bid</li> <li>(d) Contract Data</li> <li>(e) Conditions of Contract</li> <li>(f) The completed Schedules to Bid including Schedule of Prices</li> <li>(g) The Drawings, if any</li> <li>(h) The Specifications</li> </ul> |  |  |  |
| 2.1        | Provision of Site   | On the Commencement Date  |  |  |  |
| 3.1        | Authorized person:  | Engineer In-Charge  |  |  |  |
| 3.2        | Name and address of<br>Engineer's/Employer's<br>representative        | Mr. Muhammad Saaim Tanveer<br>Engineer In-Charge<br>51-J/III, Johar Town, Lahore  |  |  |  |
| 4.4        | Performance Security:  Validity:                                      | 5% of the Tender Amount  Till Satisfactory Completion of the  Project & issuance of completion  certificate   |  |  |  |
| 5.1        | Requirements for<br>Contractor's design<br>(if any):                  | Not Applicable  |  |  |  |
| 7.2        | Programme: Time for submission:  Form of programme:                   | At the time of Submission of Bid /Within fourteen (14) days of the Commencement Date in case of any changes during execution of work.  Bar Chart/CPM/PERT or other  |  |  |  |
| 7.4        | Amount payable due to failure to complete shall be                    | 0.2% per day up to a maximum of (10%) * of sum stated in the Letter of Acceptance   |  |  |  |
| 9.1        | Period for remedying defects  | Within 30 Days  |  |  |  |

| Sub-Clause<br>of | Conditions of<br>Contract                      | Details  |
|------------------|--|--|
| 9.2              | Uncovering and testing                         | Reinforcement Steel:  a) Tensile Strength b) Elongation Test Standards: ASTM A615/A and A-36   |
| 11               | Payment  | <ul> <li>15% - Upon satisfactory delivery of the material on site</li> <li>25% - Upon successful installation of the all staircases</li> <li>50% - upon successful completion f allied and finishing of work</li> <li>10% - will be held as retention money</li> </ul> |
| 11.1             | Maintenance Period  Payment of Retention Money | Twelve (12) months after issuance of work completion certificate.  After successful completion of maintenance period and / satisfactory rectification of all defects / deficiencies pointed out during maintenance period.   |
| 15.3             | Arbitration: Place of Arbitration:             | PIFD Lahore  |



# STANDARD FORMS



# FORM OF BID SECURITY

(Bank Guarantee)

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

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

| Name<br>addr   | of<br>ess:                      |                         | rantor                        | (Sche                        | duled  |  |   | Pakistan)<br>Principal                  |  |
|--|---------------------------------|-------------------------|-------------------------------|------------------------------|--|--|---|---|--|
| with   | addı                            | cess:                   |                               |                              |  |  |   |   | Penal                                    |
|  | res):_                          |                         | Securit                       | У                            | (expre                                       | SS   | in  | words                                   | and                                      |
| Bid :  | Refere                          | nce No                  | •                             |                              |  | Da   | ate of  | Bid                                     |  |
| Bid name in the magnetic states of the magnet | and at<br>d<br>he sum<br>ade, n | the rare states we bins | held d above, f               | the s<br>and<br>for the      | said Pri<br>fi<br>, (he<br>paymen<br>r heirs | ncipal,<br>rmly<br>reinafte<br>t of whi<br>, execu | we to bour call charter such such such such such such such such | led The "Em<br>m well and<br>administra | r above-<br>the<br>uployer")<br>truly to |
| THE has  | CONDIT<br>submit                | ION OF                  | THIS OBLI                     | IGATION                      | -<br>I IS SUC                                | H, that<br>ered and                                | where<br>d date   | eas the Prired as above<br>as of Bid) t | for                                      |
| sald   | Emplo                           | yer; a                  | nd                            | 건납치                          | 7.4  | 7 1 1  | $\preceq^1$   |   |  |
| said   | Bid t                           | hat th                  |                               | al fur                       | nishes a                                     | a Bid Se   |   | for conside<br>y in the ab              |  |
| (1)  |                                 |                         |                               | _                            |  |  |   | period of of the bid;                   | twenty                                   |
| (2)  |                                 | the P                   | event of rincipal with of Bio | vithdra                      | ws his                                       | Bid duri   | ing th  | e period of                             |  |
|  | (b)                             |                         |                               |                              |  |  |   | on of his B<br>uctions to               |  |
|  | (c)                             | (i)                     | with Sub-<br>sign the p       | ne requ<br>Clause<br>propose | ired Pe<br>IB-21.1<br>ed Contr               | rformanc<br>of Ins<br>act Agre                     | truct:<br>ement   | urity, in acions to Bid                 | ders, or<br>ance with                    |
|  |                                 |                         | sum be pai                    | ld imme                      | diately                                      | to the   | said E  | actions to Employer for<br>ul bidder's  | delayed                                  |
|  | to pe                           | erform.                 |                               | _                            | _  |  |   |   |  |
| NOW  |                                 |                         |                               |                              |  |  |   | within the                              | -  |
| _  |                                 |                         |                               | _                            |  |  | _   | sented to the haid                      |  |

in accordance with his Bid as accepted and furnish within fourteen (14) days of receipt of Letter of Acceptance, a Performance Security with good and sufficient surety, as may be required, upon the form prescribed by the said Employer for the faithful performance and proper fulfilment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

PROVIDED THAT the Guarantor shall forthwith pay to the Employer the said sum stated above upon first written demand of the Employer without cavil or argument and without requiring the Employer to prove or to show grounds or reasons for such demand, notice of which shall be sent by the Employer by registered post duly addressed to the Guarantor at its address given above.

PROVIDED ALSO THAT the Employer shall be the sole and final judge for deciding whether the Principal 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 Guarantor shall pay without objection the sum 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 the instrument under its seal on the date indicated above, the name and 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)                                   |
|--------------|--|
| Witne        | ess:   |
| 1            | 2.Name   |
| Cor          | Oorate Secretary (Seal)                            |
| 2.           |  |
| - • <u> </u> |  |
|              | (Name, Title & Address) Corporate Guarantor (Seal) |

# 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   |  |  |  |

FD/TENDER/2024-2025/030 Fabrication and Installation of Four (04) Nos. Emergency Exit Staircases From Rooftop To Ground Level at PIFD

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, for which 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.

| Witness:                     | Guarantor (Bank)  1.Signature   |
|------------------------------|---------------------------------|
| FAST IIC                     | 2.Name                          |
| Corporate Secretary (Seal) 2 |                                 |
| (Name, Title & Address)      | _<br>Corporate Guarantor (Seal) |

# FORM OF CONTRACT AGREEMENT

| DESIGN (PIFD) LAHORE (hereinafter cal  | PAKISTAN INSTITUTE OF FASHION AND led the "Employer") of the one part led the "Contractor") of the other certain Works, viz or and has accepted a Bid by the  |
|--|---|
| NOW this Agreement witnesseth as fold  | lows:   |
| meanings as are respectively as Contract hereinafter referred t  The following documents after i those parts relating to Instru- to form and be read and constru- (a) The Letter of Acceptance (b) The completed Form of Bi (c) Conditions of Contract & (d) The priced Schedule of (e) The Specifications; and (f) The Drawings  In consideration of the payment Contractor as hereinafter m covenants with the Employer to remedy defects therein in conf the provisions of the Contract.  The Employer hereby covenant consideration of the execution provisions of the Contract, the | ncorporating addenda, if any except ctions to Bidders, shall be deemed ed as part of this Agreement, viz:; dalong with Schedules to Bid; Contract Data; Prices; sto be made by the Employer to the entioned, the Contractor hereby execute and complete the Works and formity and in all respects within ts to pay the Contractor, in and completion of the Works as per e Contract Price or such other sum e provisions of the Contract at the |
| IN WITNESS WHEREOF the parties hereto to be executed on the day, month accordance with their respective laws   | and year first before written in  |
| Signature of the Contactor   | Signature of the Employer   |
| (Seal)   | (Seal)  |
| Signed, Sealed and Delivered in the p  | 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)   |
| Name of Guarantor (Scheduled Bank in Pakistan) with   |
| Name of Principal (Contractor) with address:  |
| Penal Sum of Security (express in words and figures)  |
| Letter of Acceptance NoDated  |
| 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 said Contract.  |
| 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

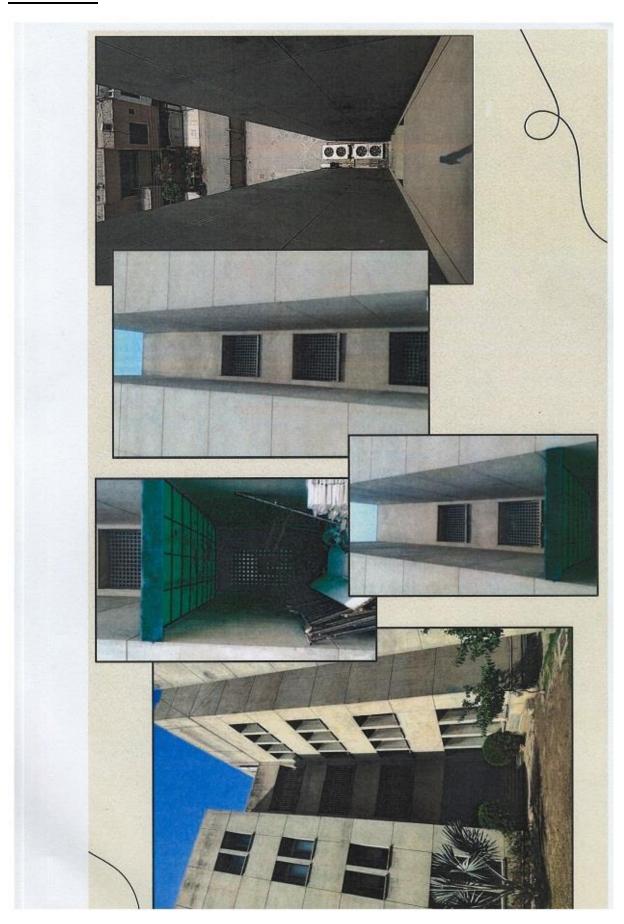
been credited to the account of the Contractor.

| This Guarantee shall expire not low which date we must have receive telegram, telex or telefax. | later thanved any claims by registered letter,                        |
|---|---|
| It is understood that you will reafter settlement of the total amo                              | eturn this Guarantee to us on expiry or ount to be claimed hereunder. |
|   | Guarantor (Bank)  |
| Witness:  | 1.Signature   |
| 1   | 2.Name  |
|   | 3.Title   |
| Corporate Secretary (Seal)  2  (Name, Title & Address)  | Corporate Guarantor (Seal)  |
|   |   |

# TECHNICAL SPECIFICATIONS AND BILL OF QUANTITY

| s# | DESCRIPTION  | UNIT  | QTY. |
|----|--|-------|------|
| 1  | <ul> <li>Fabricating and providing (2-No) fire escape stair (Stare Case-1) consisting of MS Box 5"x5" x 3mm for columns.</li> <li>MS Plate 8mm thick for stringers.</li> <li>MS checkered plate 4mm thick for steps &amp; platform.</li> <li>MS Channel 1-1/2"x 3 for platform bracing.</li> <li>MS Pipe 2"dia for handrail &amp; 1-1/2" dia for baluster including base plates. Bolts. All hardware carriage &amp; one coat of red oxide paint complete in all respect.</li> </ul>  | Kg.   | 7200 |
| 2  | <ul> <li>Fabricating and providing (2-No) fire escape stair (Stare Case-1) consisting of MS Box 5"x5" x 3mm for columns.</li> <li>MS Plate 8mm thick for stringers.</li> <li>MS checkered plate 4mm thick for steps &amp; platform.</li> <li>MS Channel 1-1/2"x 3 for platform bracing.</li> <li>MS Pipe 2"dia for handrail &amp; 1-1/2" dia for baluster including base plates. Bolts. All hardware carriage &amp; one coat of Red Oxide paint complete in all respect.</li> </ul>  | Kg.   | 6860 |
| 3  | Enamel paint with deco filler complete in all respect  | Sqft. | 5135 |
| 4  | Scaffolding for the duration of the project  | LS.   | 1    |
| 5  | Civil Work, foundation for stair and plastering as per need at site complete in all respect  | Nos.  | 4    |
| 6  | Providing and Fixing of Exit Doors including Push Bars, of approved quality, as per HSEQ requirements etc. including making provision in existing building for doors. The Exit Door shall be minimum 02 hours fire rated.  The Exit Doors shall meet the following: -  • 11 No. Door leaf size will be of size 7 ft. X 3.5 ft. Its thickness will be minimum 50 mm.  • 03 No. Door leaf size will be of size 3 ft. X 3.5 ft. Its thickness will be minimum 50 mm.  • Door frame / chowkat.  • The Door leaf includes galvanized skin steel min 1.6 mm on both faces, internal door steel frame and sandwiched fire insulated core / fireproof resistant board.  • Push bars with lock and door closer etc.  • Door hinges will be heavy duty stainless steel. Minimum 03 heavy duty solid steel hinges on each door leaf.  • Smoke gasket  • Finish shall be intumescent fire resistant coating as approved. | Nos.  | 14   |
| 7  | Repair work and removal of debris in all respect.  | LS.   | 1    |

# **DRAWINGS**



PIFD/TENDER/2024-2025/030

