

PAKISTAN REAL ESTATE INVESTMENT & MANAGEMENT COMPANY PRIVATE LIMITED

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

INVITATION TO BID (ITB) Single Stage One Envelope (Least Cost)

Tender Enquiry #: PRIMACO/P&C/Repair Works Karachi/24/01/2024

Dismantling of Existing Broken / Damage Wire Glass and Supply with Installation of Transparent Fiber Sheet on the Roof Top at EOBI House (Ex-Awami Markaz) Karachi

PRIMACO invites sealed bids from eligible and interested Bidders for Dismantling of Existing Broken / Damage Wire Glass and Supply with Installation of Transparent Fiber Sheet on the Roof Top at EOBI House (Ex-Awami Markaz) Karachi.

Interested and eligible Bidders may obtain Bidding Documents from the office of the undersigned in Islamabad against a payment of Rs. 7,500/- (non-refundable) in the shape of Bank Draft / Pay Order in the name of PRIMACO Islamabad (NTN:2795350-5) during 0900 hours to 1600 hours on any working day. Complete Bidding document set can also be downloaded from PRIMACO website (<u>http://www.primaco.com.pk/tender.php</u>) and the same shall be submitted with Bid Security, complete in all respect and duly signed & stamped, along with mandatory Bank Draft / Pay Order of Rs. 7,500/- (non-refundable) in the name of PRIMACO Islamabad in Bid proposal. Bid(s) will not be considered without respective Bidding Document fees.

Eligibility Criteria:

Interested Bidders who fulfills below criteria are required to submit following information / documents as part of Bid together with mandatory <u>Bid Security of fixed amount of PKR 130,000/-</u> in shape of Deposit at Call / Bank Draft or Bank Guarantee only (on the standard format provided in bidding document), in the name of PRIMACO Islamabad (NTN: 2795350-5), a copy of the same shall be placed in technical bid envelop:-

- a) Complete credentials of the individuals/company with related details,
- b) Having valid incorporation/ registration with SECP/GOP/Sole Proprietor,
- c) Valid registration with PEC in category C-6 & above,
- Valid Income Tax Registration with FBR/Tax Department (NTN), Sales Tax Registration of Respective Provincial Department. Bidder must be on ATL for Income Tax at time of bid submission while for payment awardee must be on ATL (for Income and Sales Tax),
- e) An original and valid affidavit on non-judicial stamp paper/e-stamp paper duly verified stating that the individual / firm is not blacklisted by, or having no litigation with, any Govt. / Autonomous Body or between partners. (Standard format is attached on page 29 of this tender document),
- f) Eligibility Criteria stipulated at page 5 of the Tender document

Tender Documents Submission Date-Time:	18 th November 2024 till 1400 Hours	
Bid Opening Date & Time:	18 th November 2024 till 1430 Hours	

Instructions:

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

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





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

TENDER & CONTRACT DOCUMENTS

Dismantling of existing Broken/Damage Wire Glass and Supply with Installation of Transparent Fiber Sheet on the Roof Top at EOBI House (Ex-Awami Markaz), Karachi

SINGLE STAGE- ONE ENVELOPE (LEAST COST METHOD)

Issued To:_____

Issued On:

Tender Enquiry #: PRIMACO/P&C/Repair Works EOBI Karachi/24/01/2024

November 2024

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



INVITATION FOR BIDS

The Employer, PRIMACO, invites sealed bids from eligible firms licensed by the Pakistan Engineering Council for **Dismantling of existing Broken/Damage Wire Glass and Supply** with Installation of transparent Fiber Sheet on the Roof Top at EOBI House (Ex-Awami Markaz), Karachi

1. A complete set of Bidding Documents can be obtained by interested eligible bidders on submission of a written application to PRIMACO offices in Islamabad and Karachi along with a Bankers' Cheque of Rs. 7,500/- (Non-Refundable) in the shape of Bank Draft / Pay Order in favor of PRIMACO Islamabad (NTN:2795350-5). Complete Bidding document set can also be downloaded from website of PRIMACO (<u>http://www.primaco.com.pk/tender.php</u>) and the same shall be submitted, complete in all respect and duly signed & stamped, along with mandatory Bank Draft / Pay Order of Rs. 7,500/- (non-refundable) in the name of PRIMACO Islamabad, separately. Bid will not be considered without respective Bidding document fees.

2. All bids, must be accompanied by a fixed amount Bid Security of <u>Rs. 130,000</u>/- in shape of Deposit at Call/ Bank Draft/ Bank Guarantee (on the format provided herein) only, in favor of "Pakistan Real Estate Investment and Management Company (Pvt.) Ltd." (PRIMACO) (NTN:2795350-5), original submitted in sealed Technical Bid Envelop and must be delivered to Manager (P&C) on or before 1400 hours, on 18th November 2024. Bids will be opened at 1430 hours on the same day in the presence of bidders' representatives who choose to attend, at the address as given below. In case Bid submission and Opening date falls on any Public Holiday then Bids submission and opening will occur on next working day with same time schedule.

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

4. Eligibility Criteria:

Interested Bidders who fulfills below criteria are required to submit following information / documents as part of Bid: -

- a) Complete credentials of the individuals/company with related details,
- b) Having valid incorporation/ registration with SECP/GOP/Sole Proprietor,
- c) Valid registration with PEC in category C6 & above.
- d) Valid Income Tax Registration with FBR/Tax Department (NTN) and Service/Sales Tax Registration of Respective Provincial Department. Bidder must be on ATL for Income Tax at time of bid submission while for payment awardee must be on ATL (for Income and Sales Tax),
- e) An original and valid affidavit on non-judicial stamp paper/e-stamp paper duly verified stating that the individual / firm is not blacklisted by, or having no litigation with, any Govt. / Autonomous Body or between partners. (Standard format is attached)

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



INSTRUCTIONS TO BIDDERS

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

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

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



BIDDING DATA

The following specific data for the Works to be tendered shall complement, amend, or supplement the provisions in the Instructions to Bidders. Wherever there is a conflict, the provisions herein shall prevail over those in the Instructions to Bidders.

Clause	ose in the Instructions to Bidders. Reference	Bidding Data
1.1	Name of Employer	PRIMACO Islamabad
	Brief Description of Works	Dismantling of existing Broken/Damage Wire Glass and Supply with Installation of transparent Fiber Sheet on the Roof Top at EOBI House (Ex-Awami Markaz), Karachi
5.1	(a) Employer's address	EOBI House, 2 nd Floor, Plot No. 32, 33, 34, Mauve Area, G- 10/4, Islamabad. Tel: 051-9108254/55 Fax: 051-9108274, manager.procurement@primaco.com.pk
5.2	Clarification Response	Employer will share responses at least three (3) days prior to deadline for submission of Bids
9.3 Ad	ded Clause: Site Inspection	Venue, time, and date of the Site Inspection: Bidders interested in inspection <u>site</u> are intimated to confirm their participation with Project Manager at 051-9108254. Venue: EOBI House (Ex-Awami Markaz), Karachi Time: <u>1100 Hours</u> Date: <u>15th November 2024</u>
10.3	Bid Prices, Currency of Bid and Payment	Bid shall be quoted entirely in Pak. Rupees . The payment shall be made in Pak. Rupees.
11.2 D	ocuments Establishing Bidder's Eligibility and Qualifications	The bidder has the financial and technical capability necessary to perform the Contract as per advertisement and Invitation Letter of Bidding Document.
13.1	Amount of Bid Security	Fixed of amount of Bid security of PKR 130,000 in the name of 'PRIMACO Islamabad'. (To be submitted in shape of Pay Order/Bank Draft/Bank Guarantee as per standard format of this Tender Document& sealed in 'Technical Bid' envelope)
14.1	Period of Bid Validity	<u>90 Days</u> from opening of bid.
14.4	Number of Copies of the Bid to be submitted	One Original
14.6	(a) Employer's Address for the Purpose of Bid Submission	Manager (P&C), PRIMACO Head Office, 2 nd Floor, EOBI House, G-10/4, Mauve Area, Islamabad.
15.1	Deadline for Submission of Bids	18 th November 2024 till 1400 Hours
16.1	Venue, Time, and Date of Bid Opening	Venue: <u>PRIMACO HEAD OFFICE ISLAMABAD</u> Time: <u>1430 Hours</u> Date: 18th November 2024
16.4	Responsiveness of Bids	 (i) The Bid is valid till required period, (ii) The Bid prices are firm during currency of contract, (iii) Completion period offered is within specified limits, (iv) The Bidder is eligible to Bid who possesses the requisite experience, capability and qualification. (v) The Bid does not deviate from basic technical requirements and (vi) The Bids are generally in order, etc. and without any condition.
16.9	Price Adjustment:	N/A
16.7.	Technical Evaluation Criteria	A detailed evaluation criterion is stipulated on proceeding page

Criteria Requirement (All supporting documents shall be annexed)	Remarks
1) Complete credentials of the individuals/company with related details,	Mandatory
2) Having valid incorporation/ registration with SECP/GOP/Sole Proprietor,	Mandatory
3) Valid registration with PEC in category C-6 & above.	Mandatory
4) Valid Income Tax Registration with FBR/Tax Department (NTN) and Service/Sales Tax Registration of Respective Provincial Department. Bidder must be on ATL for Income Tax at time of bid submission while for payment awardee must be on ATL (for Income and Sales Tax),	Mandatory
5) An original and valid affidavit on non-judicial stamp paper/e-stamp paper duly verified stating that the individual / firm is not blacklisted by, or having no litigation with, any Govt. / Autonomous Body or between partners on prescribed Format as attached.	Mandatory
6) Similar Nature Completed Project worth 02 million (PKR) or above in last 05 years. (Evidence(s) should be provided in form of Contract Agreement/LOA/PO and Completion Certificate clearly specifying Contract Amount and related Scope of Work i.e. BOQ Items)	Mandatory
7) Similar Nature In-hand/On-going Projects worth 02 million (PKR) or above. (Evidence(s) should be provided in form of Contract Agreement/LOA/PO clearly specifying Contract Amount and related Scope of Work i.e. BOQ Items)	Mandatory
8) Methodology of Performing Work	Mandatory
9) Financial Status Average annual turnover of work done of last year: (Evidence(s) should be provided in form of Audit Reports, prepared and duly signed by registered Auditor, of last year and a copy of last submitted FBR Tax Return)	Mandatory

<u>Notes</u>

- 1. Any deficiencies in the above referred Bid Documents/Eligibility Criteria will result in Disqualification of the Bidder and Financial Bid will be returned un-opened.
- 2. Past Performance of the bidders who have already worked with PRIMACO will be examined. In case of unsatisfactory performance, the bidder will be declared as disqualified.
- 3. Sub-Contracts will not be considered.
- 4. Blacklisted firms from Govt/Semi Govt departments are not eligible.

GENERAL CONDITIONS OF CONTRACT

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

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

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

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



SPECIAL/ PARTICULAR CONDITIONS OF CONTRACT CONTRACT DATA

Sub-Clauses of Conditions of Contract

1.1.4 **The Employer** means

CEO PRIMACO

- 1.1.5 **The Contractor** means <u>The Bidder whose bid is evaluated as technically Qualified and is financially lowest and</u> <u>the one who accepts the LOA</u>
- 1.1.7 **Commencement Date** means the date of issue of Engineer's Notice to Commence

1.1.9 **Time for Completion <u>60</u> calendar days after the signing of Contract,** or as mentioned

in letter of acceptance or a separate notice to commence issued by the employer.

1.1.20 Engineer

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

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

- (a) The Contract Agreement
- (b) Letter of Acceptance
- (c) The completed Form of Bid
- (d) Contract Data
- (e) Conditions of Contract
- (f) The completed Schedules to Bid including Schedule of Prices
- (g) The Drawings, if any
- (h) The Specifications
- 2.1 **Provision of Site:** On the Commencement Date*
- 3.1 Authorized person: Project Manager PRIMACO or his representative
- 3.2 Name and address of Engineer's/Employer's representative

Project Manager PRIMACO or his representative

4.4 **Performance Security:**

10% of the Bid price in shape of Bank guarantee (on the standard form provided), or pay order in the name of 'PRIMACO Islamabad', with validity of 28 days after defect liability period and will be released after issuance of completion certificate by the Employer after defect liability period. Performance Security will be released <u>28 days</u> after completion of defect liability period.



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

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

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

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

Form of program: <u>Bar Chart (Bar Chart/CPM/PERT)</u>

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

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

30 calendar days after completion of work.

11.1 *(a) Terms of Payments

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

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

* (b) Variation of the Works*:

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

11.2	(b)	Percentage o		
		Materials	eighty (80%)*	N.A
		Plant	ninety (90%)*	

11.3 **Percentage of retention:** Ten (10%)

(to be deducted from each IPC, with maximum limit of 5% of total contract value)

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

14.1 **Insurances:**

Type of cover

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

Type of cover

Contractor's Equipment:

Amount of cover

Full replacement cost

Type of cover

Third Party-injury to persons and damage to property

Minimum **<u>Rs. 200,000/-</u>** per occurrence for unlimited number of occurrences

The Additional risks to be insured are: Workmen Compensation Policy

14.2 **Amount to be recovered**

Premium plus *NIL* percent (_____%)

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



FORM OF BID AND SCHEDULES TO BID



FORM OF BID

(LETTER OF OFFER)

Bid Reference No	
Name of Works	
To:	
	-
	-

Gentlemen,

- 1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Contract Data, Specifications, Drawings, if any, Schedule of Prices and Addenda Nos. for the execution of the above-named Works, we, the undersigned, being a company business address doing under and the name of and being duly incorporated under the laws of Pakistan hereby offer to execute and complete such Works and remedy any defects therein in conformity with the said Documents including Addenda thereto for the Total Bid Price of (Rupees) or such other sum Rs as may be ascertained in accordance with the said Documents.
- 2. We understand that all the Schedules attached hereto form part of this Bid.
- 3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of __________ drawn in your favour or made payable to you and valid for a period of twenty eight (28) days beyond the period of validity of Bid.
- 4. We undertake, if our Bid is accepted, to commence the Works and to deliver and complete the Works comprised in the Contract within the time(s) stated in Contract Data.
- 5. We agree to abide by this Bid for the period of <u>100</u> days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- 6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
- 7. We undertake, if our Bid is accepted, to execute the Performance Security referred to in Conditions of Contract for the due performance of the Contract.

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

9. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid for the Works.

Dated this_____day of _____, 2024

Signature _____

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

(Name of Bidder in Block Capitals)

(Seal)

Address

Witness:

Name:______Address: ______

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



SCHEDULES TO BID INCLUDE THE FOLLOWING:

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



ELIGIBILITY AND QUALIFICATION INFORMATION

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

1.1 STATUS OF BIDDER:

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



SCHEDULE – A TO BID

1.2 SIMILAR NATURE OF ASSIGNMENTS

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

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



SCHEDULE – A TO BID

1.3 ANNUAL TURNOVER OF THE FIRM FOR THE LAST THREE YEARS

Year	Total Amount for the Year in Millions of PKR	

1.4 PROPOSED TEAM

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

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

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

Duly authorized to sign on behalf of

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

SCHEDULE – B TO BID

SCHEDULE OF PRICES

<u>Sr. No.</u>

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

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

2. Schedule of Prices

*(a) Summary of Bid Prices

Not Applicable

* (b) Detailed Schedule of Prices

Shall be as per ANNEXURE-A

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

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

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



SCHEDULE - C TO BID

***SPECIFIC WORKS DATA**

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



SCHEDULE – D TO BID

WORKS TO BE PERFORMED BY SUBCONTRACTORS

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

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

Statement of similar works previously executed (attach evidence)

Note:

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

--- Not Applicable---



SCHEDULE – E TO BID

PROPOSED PROGRAM OF WORKS

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



SCHEDULE – F TO BID

METHOD OF PERFORMING WORKS

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

- The sequence and methods in which he proposes to carry out the Works, including the number of shifts per day and hours per shift, he expects to work.
- A list of all major items of constructional and erectional plant, tools and vehicles proposed to be used in delivering/carrying out the Works at Site
- The procedure for installation of equipment and transportation of equipment and materials to the site.
- Organization chart indicating head office & field office personnel involved in management, supervision and engineering of the Works to be done under the Contract.

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



SCHEDULE – G TO BID

(INTEGRITY PACT)

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

Contract No	Dated
Contract Value:	
Contract Title	

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

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

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

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

Name of Buyer: Signature: [Seal] 

STANDARD FORMS



BID SECURITY (Bank Guarantee)

Security Executed on		
	(Date)	
Name of Surety (Bank) with Address	:	
	(Scheduled Bank in Pakistan)	
Name of Principal (Bidder) with Add	ress	
Penal Sum of Security Rupees	(Rs)

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

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

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

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

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

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

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

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

PRIMACO

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

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

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

SURETY (Bank)

 WITNESS:
 Signature ______

 1.
 Name ______

 Title ______
 Title ______

 Corporate Secretary (Seal)
 Corporate Guarantor (Seal)

 2.

Name, Title & Address



FORM OF PERFORMANCE SECURITY (Bank Guarantee)

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

_____ (Name of Project).

jointly and severally, firmly by these presents.

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

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



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

1.

Witness: 1. _____

Corporate Secretary (Seal)

2. _____

(Name, Title & Address)

Corporate Guarantor (Seal)

Guarantor (Bank)

Signature

2. Name _____

3. Title



FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the _____ day of _____ 2024 _____ between ______(hereinafter called the "Employer") of the one part and ______ (hereinafter called the "Contractor") of the other part.

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

NOW this Agreement witnessed as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.

2. The following documents after incorporating addenda, if any except those parts relating to Instructions to Bidders, shall be deemed to form and be read and construed as part of this Agreement, viz:

- (a) The Letter of Acceptance;
- (b) The completed Form of Bid;
- (c) Conditions of Contract & Contract Data;
- (d) The priced Schedule of Prices;
- (e) The Specifications; and
- (f) The Drawings (if any)
- (g) Annexures of Bid Documents(if any)

3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy defects therein in conformity and in all respects within the provisions of the Contract.

1. The Employer hereby covenants to pay the Contractor, Rs. ______ (in words ______) in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Signature of the Contactor

Signature of the Employer

(Seal)

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

(Name, Title and Address)

Witness:

(Name, Title and Address)



FORM OF DECLARATION OF NO BLACKLISTING AND LITIGATION

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

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

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

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

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

Note:

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



<u>ANNEXURE – A</u>

Financial Bid (BOQ with Technical specification)



BILL OF QUANTITIES

Dismantling of existing Broken/Damage Wire Glass and Supply with Installation of transparent Fiber Sheet on the Roof Top at EOBI House (Ex-Awami Markaz), Karachi

SUMMARY OF COST

Sr.#	Description	Total (Rs.)
1	Dismantling of existing Broken/Damage Wire Glass and Supply with Installation of transparent Fiber Sheet on the Roof Top at EOBI House (Ex-Awami Markaz), Karachi (as per BOQ)	
2	15% Services Tax	
	Grand Total (Rs.) inclusive of Tax	



BILL OF QUANTITIES (BOQ) with Technical Specifications

S.No	Description	Unit	Qty	Rate (Rs.)	Amount (Rs.)
1.	Removal of existing Glass and clearing all area to receive supply and installation of new Fiber Sheet complete in all respect as per instructions of Engineer (In- charge).	Sft	Aprox 2700		
2	Throwing of removal of glass in Dum yard and clear over all area. Complete in all respect as per instruction of Engineer/In-Charge.	Sft	2700		
3	Supply of new clear fiber sheet with a thickness of 4mm and size accordingly to the site requirements (Best quality) in all respect. As per instruction of Engineer/In-Charge.	Sft	2700		
4	Installation Charges and installation material other equipment required to install the sheets in all respect as per instruction of Engineer/In-charge.	Sft	2700		
	Total Exclusive of T	axes			

