



SINDH INSTITUTE OF UROLOGY & TRANSPLANTATION

CONSTRUCTION OF COLD STORAGE ROOM

AT

SIUT DEWAN FAROOQ MEDICAL CENTER

KARACHI

Tender No: 519

(Two Stage – Two Envelope Bidding Procedure)

BIDDING DOCUMENTS

Conditions of Contract

&

Bill of Quantities

IMPORTANT DATE

| | |
|-------------------------------------|-------------------|
| Issuance of Tender Documents | 05-05-2025 |
| Submission of Tender | 26-05-2025 |
| Opening of Tender | 27-05-2025 |

LIST OF CONTENTS

| S. No. | DESCRIPTION | REFERENCE |
|--------|---|------------------|
| 1. | Instructions to Bidder | IB-1 TO IB-11 |
| 2. | Bidding Data | BD-1 TO BD-6 |
| 3. | Forms | |
| | A) Form of Bid | FB-1 TO FB-2 |
| | B) Bid Security | BS-1 TO BS-2 |
| | C) Contract Agreement | CA-1 TO CA-2 |
| | D) Performance Security | PS-1 TO PS-2 |
| | E) Mobilization Advance Guarantee | MG-1 TO MG-2 |
| | F) Indemnity Bond | I.B-1 TO I.B-4 |
| 4. | Appendices | |
| | A) Form - J for Qualification / Bid Evaluation | |
| | B) Appendix - A to Bid (Special Stipulations) | A-1 TO A-5 |
| | C) Appendix - B to Bid | BB-1 |
| | D) Appendix - E to Bid | BE-1 |
| | E) Appendix - F to Bid | BF-1 |
| | F) Appendix - G to Bid | BG-1 TO BG-2 |
| | G) Appendix - A to Bid | BH-1 |
| | H) Appendix - A to Bid | BI-1 |
| | I) Appendix - A to Bid | BJ-1 |
| | J) Appendix - A to Bid | BK-1 |
| | K) Appendix - A to Bid | BL-1 |
| 5. | Main Conditions of Contract | |
| | A) General Conditions of Contract Part - I | GCCPI-1 TO PI-51 |
| | B) General Conditions of Contract Part - II (A) | GCC-II-A-1 TO 16 |
| | C) General Conditions of Contract Part - II (B) | GCC-II-B-1 TO 10 |

INSTRUCTIONS TO BIDDERS

A. GENERAL

IB.1 Scope of Bid

- 1.1 The Employer as defined in the Bidding Data hereinafter called "the Employer" wishes to receive Bids for the construction and completion of works as described in these Bid Documents, and summarized in the Bidding Data hereinafter referred to as the "Works".
- 1.2 The successful Bidder will be expected to complete the Works within the time specified in Appendix-A to Bid.

IB.2 Source of Funds

- 2.1 The Employer has applied for or received a loan or credit from the source (s) indicated in the Bidding Data in various currencies towards the cost of the project specified in the Bidding Data and it is intended that part of the proceeds of this loan / credit will be applied to eligible payments under the Contract for which these Bidding Documents are issued.

IB.3 Eligible Bidders

- 3.1 This Invitation to Bid is open to all Bidders meeting the following requirements:
 - a. Duly licensed & valid certificate issued by the Pakistan Engineering Council (PEC) category mentioned in the Notice for Inviting Tenders.
 - b. Experience of more than 10 years of carrying out such type of works
 - c. Not have been black listed by any organization
 - d. Last three (03) years turnover of the company
 - e. Income Tax registration
 - f. Sindh Sales Revenue Board registration certificate
 - g. Active Tax Payer Status

IB.4 One Bid per Bidder

- 4.1 Each Bidder shall submit only One Bid either by himself, or as a partner in a joint venture. A Bidder who submits or participates in more than one Bid (other than alternatives pursuant to Para IT.16) will be disqualified.

IB.5 Cost of Bidding

- 5.1 The Bidder shall bear all costs associated with the preparation and submission of their respective Bids and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

IB.6 Site Visit

- 6.1 The Bidders are advised to visit and examine the site of works and its surroundings and obtain for themselves on their own responsibility all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. All cost in this respect shall be at the Bidder's own expense.
- 6.2 The Bidders and any of their personnel or agents will be granted permission by the Employer to enter upon his premises and lands for the purpose of such inspection, but only upon the express condition that the Bidders, their personnel and agents, will release and indemnify the Employer, his personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and

10.1 Technical Envelope shall include:

- (a) Conditions of Contract should be returned duly stamp on each page
- (b) Copy of Bid Security instrument duly hidden amount
- (c) Technical Specifications

10.2 Financial Envelope shall include:

- (a) Bill of Quantities
- (b) Original instrument of Bid Security

10.3 Language

The Bid and all correspondence and documents related to the Bid exchanged by a Bidder and the Employer shall be in the bid language stipulated in the Bidding Data and conditions of Particular Application. Supporting documents and printed literature furnished by the Bidders may be in any other language provided the same are accompanied by an accurate translation of the relevant parts in the English language, in which case, for purposes of evaluation of the Bid, the English translation shall prevail.

IB.11 Documents Accompanying the Bid**11.1 Each Bidder shall:**

- (a) Submit a written power of attorney authorizing the signatory of the Bid to act for and on behalf of the Bidder; and
- (b) Update the information indicated and listed in the Bidding Data and previously submitted with the application for prequalification, and continues to meet the minimum criteria set out in the prequalification documents which as a minimum, would include the following:
 - (i) Evidence of access to financial resources;
 - (ii) Financial predictions for the current year and the two following years including the effect of known commitments;
 - (iii) Work commitments since prequalification;
 - (iv) Current litigation information; and
 - (v) Availability of critical equipment.

11.2 Bids submitted by a joint venture of two or more firms shall comply with the following requirements;

- (a) The Bid and in case of a successful Bid, the Form of Agreement shall be signed so as to be legally binding on all partners;
- (b) one of the joint venture partners shall be nominated as being in charge; and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the joint venture partners;
- (c) the partner-in-charge shall always be duly authorized to deal with the Employer regarding all matters related with and/or incidental to the execution of works as per the terms and Conditions of Contract and in this regard to incur any and all liabilities, receive instructions, give binding undertakings and receive payments on behalf of the joint venture.

expenses incurred as a result of such inspection.

B. BID DOCUMENTS

IB.7 Documents Comprising the Bid

- 7.1 The Bid Documents are those stated below, and should be read in conjunction with any Addenda issued in accordance with Clause IB.9.
01. Instruction to Bidders
 02. Bidding Data
 03. Conditions of Contract & Bill of Quantities
 05. Forms of Bid & Appendices to Bid,
 06. Form of Bid Security / Earnest money
 07. Form of Agreement
 08. Forms of Performance Security and Mobilization Advance Guarantee
- 7.2 The Bidders are expected to examine carefully the contents of all the above documents. Failure to comply with the requirements of Bid submission will be at the Bidders own risk. Pursuant to Clause IB.26, Bids which are not substantially responsive to the requirements of the Bid Documents will be rejected.

IB.8 Clarification of Bid Documents

- 8.1 Any prospective Bidder requiring any clarification(s) in respect of the Bid Documents may notify the Employer in writing at the Employer's address indicated in the Invitation to Bidders. The Employer will respond to any request for clarification which he receives earlier than 28 days prior to the deadline for submission of Bids.

Copies of the Employer's response will be forwarded to all purchasers of the Bid Documents, including a description of the enquiry but without identifying its source.

IB.9 Amendment of Bid Documents

- 9.1 At any time prior to the deadline for submission of Bids, the Employer may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Documents by issuing addendum.
- 9.2 Any addendum thus issued shall be part of the Bid Documents pursuant to Sub-Para 7.1 hereof and shall be communicated in writing to all purchasers of the Bid Documents. Prospective Bidders shall acknowledge receipt of each addendum in writing to the Employer.
- 9.3 To afford prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer may extend the deadline for submission of Bids in accordance with Clause IB.20.

C. PREPARATION AND SUBMISSION

IB.10 Bidding Method

The Bidder shall prepare bid comprising One single envelope containing financial proposal and technical proposal. The financial and technical bids, each shall be consisting of the specified documents.

- (d) all partners of the joint venture shall at all times and under all circumstances be liable jointly and severally for the execution of the Contract in accordance with the Contract terms and a statement to this effect shall be included in the authorization mentioned under (b) above as well as in the Form of Bid and in the Form of Agreement (in case of a successful Bid); and
- (e) a copy of the agreement entered into by the joint venture partners shall be submitted with the Bid stating the conditions under which it will function, its period of duration, the persons authorized to represent and obligate it and which persons will be directly responsible for due performance of the Contract and can give valid receipts on behalf of the joint venture, the proportionate participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. No amendments / modifications whatsoever in the joint venture agreement shall be agreed between the joint venture partners without prior written consent of the Employer.

11.3 Bidders shall also submit proposals of work methods and schedule, in sufficient detail to demonstrate the adequacy of the Bidder's proposals to meet the technical specifications and the completion time referred to in Sub-Clause 1.2 hereof.

IB.12 Bid Prices

- 12.1 Unless stated otherwise in the Bid Documents, the Contract shall be for the whole of the Works as described in Sub-Clause 1.1 hereof, based on the unit rate and / or prices submitted by the Bidder.
- 12.2 The Bidders shall fill in the rates and prices for all sections of the Works described in the Bill of Quantities / Financial Bid. Items against which no rate or price is entered by a Bidder will not be paid for by the Employer when executed and shall be deemed covered by rates and prices for other items in the Bill of Quantities / Financial Bid.
- 12.3 The prices in the bid submitted by the contractors will be inclusive of all taxes and duties including Income Tax, Sindh Sales Tax etc. All taxes, duties and other levies payable by the Contractor under the Contract, or for any other cause during the currency of the execution of work or otherwise specified in the contract as on the date Seven (07) days prior to the deadline for submission of bids.

Additional / reduced duties, taxes and levies due to subsequent additions or changes in legislation shall be reimbursed / deducted as per Sub-Clause 70 of the Conditions of Particular Application - Part IIA.

- 12.4 The prices quoted by the Bidders are subject to adjustment during the performance of the Contract in accordance with the provisions of Clause 70 of the Conditions of Contract. The Bidders shall furnish the prescribed information for the price adjustment formulae in Appendix-C to Bid, and shall submit with their Bids such other supporting information as required under the said Clause.

IB.13 Currencies of Bid and Payment

- 13.1 The prices shall be quoted by the Bidder entirely in Pak Rupees. A Bidder expecting to incur expenditures in other currencies for inputs to the Works supplied from outside the Employer's country (referred to as the "Foreign Currency Requirements") shall indicate the same in Appendix-B to Bid. The proportion of the Bid Price (excluding Provisional Sums) needed by him for the payment of such Foreign Currency Requirements either (i) entirely in the currency of the Bidder's home country or, (ii) at the Bidder's option,

entirely in Pak rupees provided always that a Bidder expecting to incur expenditures in a currency or currencies other than those stated in (i) and (ii) above for a portion of the foreign currency requirements, and wishing to be paid accordingly, shall indicate the respective portions in his Bid.

- 13.2 The rates of exchange to be used by the Bidder for currency conversion shall be the TT&OD Selling Rates published by the State Bank of Pakistan prevailing on the date 28 days prior to the deadline for submission of Bids.
For the purpose of payments, the exchange rates used in Bid preparation shall apply for the duration of the Contract. The conversion rate should be the prevailing rate applicable 7 days before the financial opening.

IB.14 Bid Validity

- 14.1 Bids shall remain valid for the period stipulated in the Bidding Data after the Date of Bid Opening specified in sub-clause IB.
- 14.2 In exceptional circumstances, prior to expiry of the original Bid validity period, the Employer may request that the Bidders extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiting his Bid Security. A Bidder agreeing to the request will not be required or permitted to modify his Bid, but will be required to extend the validity of his Bid Security for the period of the extension, and in compliance with Clause IB.15 in all respects.

IB.15 Bid Security / Earnest money

- 15.1 Each Bidder shall furnish, as part of his Bid, a Bid Security / Earnest money in the amount stipulated in the Bidding Data in Pak Rupees or an equivalent amount in a freely convertible currency.
- 15.2 The Bid Security shall be, at the option of the Bidder in the form of Deposit at Call or a Bank Guarantee issued by a Scheduled Bank of Pakistan or from a Foreign Bank duly counter guaranteed by a Scheduled Bank of Pakistan in favour of the Employer valid for a period of 28 days beyond the Bid Validity date.
- 15.3 Any Bid not accompanied by acceptable Bid Security / Earnest money shall be rejected by the Employer as non-responsive.
- 15.4 The Bid securities of unsuccessful Bidders will be returned as promptly as possible, but not later than 28 days after the expiration of the period of Bid Validity.
- 15.5 The Bid Security of the successful Bidder will be returned when the Bidder has furnished the required Performance Security and signed the Agreement. On return of bid security, security deposit at the rate of 5% shall be deducted from the IPC.
- 15.6 The Bid Security may be forfeited:
- (a) If the Bidder withdraws his Bid during the period of Bid Validity;
 - (b) If the Bidder does not accept the correction of his Bid Price pursuant to Sub-Clause 27.2 hereof; or
 - (c) In the case of successful Bidder, if he fails within the specified time limit to:
 - (i) Furnish the required Performance Security
 - (ii) Sign the Agreement

IB.16 Alternate Proposals by Bidder

- 16.1 Should any Bidder consider that he can offer any advantages to the Employer by a modification to the designs, specifications or other conditions, he may, in addition to his Bid to be submitted in strict compliance with the Bid Documents, submit any Alternate Proposal(s) containing (a) relevant design calculations; (b) technical specifications; (c) proposed construction methodology; and (d) any other relevant details / conditions, provided always that the total sum entered on the Form of Bid shall be that which represents complete compliance with the Bid Documents.
- 16.2 Alternate Proposal(s), if any, of the lowest evaluated responsive Bidder only may be considered by the Employer as the basis for the award of Contract to such Bidder.

IB.17 Pre-Bid Meeting

- 17.1 The Employer may, on his own motion or at the request of any prospective Bidder(s), hold a pre-bid meeting to clarify issues and to answer any questions on matters related to the Bid Documents. The date, time and venue of pre-bid meeting, if convened, is as stipulated in the Bidding Data. All prospective Bidders or their authorized representatives shall be invited to attend such a pre-bid meeting.
- 17.2 The Bidders are requested to submit questions, if any, in writing so as to reach the Employer not later than one week before the proposed pre-bid meeting.
- 17.3 Minutes of the pre-bid meeting, including the text of the questions raised and the replies given, will be transmitted without delay to all purchasers of the Bid documents. Any modification of the Bid documents listed in Sub-Clause 7.1 hereof which may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause IB.9 and not through the minutes of the pre-bid meeting.
- 17.4 Absence at the pre-bid meeting will not be a cause for disqualification of a Bidder.

IB.18 Format and Signing of Bid

- 18.1 Bidders are particularly directed that the amount entered on the Form of Bid shall be for performing the Contract strictly in accordance with the Bid Documents.
- 18.2 All appendices to Bid are to be properly completed and signed.
- 18.3 No alteration is to be made in the Form of Bid nor in the Appendices thereto except in filling up the blanks as directed. If any such alterations be made or if these instructions be not fully complied with, the Bid may be rejected.
- 18.4 Each Bidder shall prepare by filling out the forms completely and without alterations one (1) original and number of copies, specified in the Bidding Data, of the documents comprising the Bid as described in Clause IB.7 and clearly mark them "ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them, the original shall prevail.
- 18.5 The original and all copies of the Bid shall be typed or written in indelible ink (in the case of copies, Photostats are also acceptable) and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder pursuant to Sub- Clause 11.1(a) hereof. All pages of the Bid shall be initialed and stamped by the person or persons signing the Bid.

- 18.6 The Bid shall contain no alterations, omissions or additions, except to comply with instructions issued by the Employer, or as are necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.
- 18.7 Bidders shall indicate in the space provided in the Form of Bid their full and proper addresses at which notices may be legally served on them and to which all correspondence in connection with their Bids and the Contract is to be sent.
- 18.8 Bidders should retain a copy of the Bid Documents as their file copy.

D. SUBMISSION OF BIDS

IB.19 Sealing and Marking of Bids

- 19.1 Each Bidder shall submit his Bid as under:
- ORIGINAL (Technical & Financial) bidding documents
- 19.2 The inner and outer envelopes shall:
- (a) Be addressed to the Employer at the address provided in the Bidding Data;
 - (b) Bear the name and identification number of the contract as defined in the Bidding Data, and;
 - (c) Provide a warning not to open before the time and date for bid opening, as specified in the Bidding Data.
- 19.3 In addition to the identification required in Sub- Clause 19.2 hereof, the inner envelope shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared "late" pursuant to Clause IB.21
- 19.4 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

IB.20 Deadline for Submission of Bids

- 20.1 (a) Bids must be received by the Employer at the address specified no later than the time and date stipulated in the Bidding Data.
- (b) Bids with charges payable will not be accepted, nor will arrangements be undertaken to collect the Bids from any delivery point other than that specified above. Bidders shall bear all expenses incurred in the preparation and delivery of Bids. No claims will be entertained for refund of such expenses.
- (c) Where delivery of a Bid is by mail and the Bidder wishes to receive an acknowledgment of receipt of such Bid, he shall make a request for such acknowledgment in a separate letter attached to but not included in the sealed Bid package.
- (d) Upon request, acknowledgment of receipt of Bids will be provided to those making delivery in person or by messenger.

- 20.2 The Employer may, at his discretion, extend the deadline for submission of Bids by issuing an amendment in accordance with Clause IB.9, in which case all rights and obligations of the Employer and the Bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

IB.21 Late Bids

- 21.1 (a) Any Bid received by the Employer after the deadline for submission of Bids prescribed in Clause IB.20 will be returned unopened to such Bidder.
- (b) Delays in the mail, delays of person in transit, or delivery of a Bid to the wrong office shall not be accepted as an excuse for failure to deliver a Bid at the proper place and time. It shall be the Bidder's responsibility to determine the manner in which timely delivery of his Bid will be accomplished either in person, by messenger or by mail.

IB.22 Modification and Withdrawal of Bids

- 22.1 Any Bidder may modify or withdraw his Bid after Bid submission provided that written notice of the modification or withdrawal is received by the Employer prior to the deadline for submission of Bidders.
- 22.2 The notice for modification or withdrawal of any Bid shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause IB.19 with the outer and inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL", as appropriate.
- 22.3 No Bid may be modified by a Bidder after the deadline for submission of Bids.
- 22.4 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 in pursuance to Clause IB.15.

E. BID OPENING AND EVALUATION

IB.23 Bid Opening

- 23.1 The Employer will open the Bids, including withdrawals and modifications made pursuant to Clause IB.22, in the presence of Bidders' representatives who choose to attend, at the time date and location stipulated in the Bidding Data.
- The Bidder's representatives who are present shall sign a register evidencing their attendance.
- 23.2 Envelopes marked "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause IB.22 shall not be opened.
- 23.3 The Bidder's name, total Bid Price and price of any Alternate Proposal(s), any discounts, Bid modifications and withdrawals, the presence or absence of Bid Security, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening of Bids.

IB.24 Process to be Confidential

- 24.1 Information relating to the examination, clarification, evaluation and comparison of Bid and recommendations for the award of a contract shall not be disclosed to Bidders or any other person not officially concerned with such process. Any effort by a Bidder to influence the Employer's processing of Bids or award decisions may result in the

rejection of such Bidder's Bid.

IB.25 Clarification of Bids

- 25.1 To assist in the examination, evaluation and comparison of Bids, the Employer may, at his discretion, ask any Bidder for clarification of his Bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing but no change in the price or substance of the Bid shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids in accordance with Clause IB.28.

IB.26 Examination of Bids and Determination of Responsiveness

- 26.1 Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid (i) meets the eligibility criteria; (ii) has been properly signed; (iii) is accompanied by the required Bid Security; and (iv) is substantially responsive to the requirements of the Bid Documents.
- 26.2 A substantially responsive Bid is one which conforms to all the terms, conditions and specifications of the Bid Documents, without material deviation or reservation. A material deviation or reservation is one (i) which affect in any substantial way the scope, quality or performance of the Works; (ii) which limits in any substantial way, inconsistent with the Bid Documents, the Employer's rights or the Bidder's obligations under the Contract; or (iii) adoption whereof would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.
- 26.3 If a Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

IB.27 Correction of Errors

- 27.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:
- (a) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and
 - (b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the Employer there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern and the unit rate will be corrected.
- 27.2 The amount stated in the Form of Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected Bid Price, his Bid will be rejected, and the Bid Security shall be forfeited in accordance with Sub- Clause 15.6(b) hereof.

IB.28 Evaluation and Comparison of Bids

- 28.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause IB.26.
- 28.2 In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid Price

by adjusting the Bid Price as follows:

- (a) Making any correction for errors pursuant to Clause IB.27
 - (b) Excluding Provisional Sums and the provision, if any, for contingencies in the Financial Summary, but including competitively priced Day work.
 - (c) Making an appropriate adjustment for any other acceptable variation or deviation.
- 28.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.
- 28.4 If the Bid of the successful Bidder is seriously unbalanced in relation to the Employer's estimate of the cost of work to be performed under the Contract, the Employer may require the Bidder to produce detailed price analyses for any or all items of the financial bid to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the Performance Security set forth in Clause IB.32 be increased at the expense of the successful Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.
- 28.5 **Evaluation Report**
After the completion of evaluation process, as described in clauses in IB 27 and 28, the procuring agency shall prepare an evaluation report. The evaluation report shall contain names of all the bidders, technical and financial score or comparison, name of lowest evaluated bidder and any other information that procuring agency may like to include in the report.

F. AWARD OF CONTRACT

IB.29 Award

- 29.1 Subject to Clause IB.30 and IB.34, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bid Documents and who has offered the lowest evaluated Bid Price, provided that such Bidder has been determined to be eligible in accordance with the provisions of Clause IB.3.
- 29.2 Procuring Agency, at any stage of bid evaluation, having credible reasons for or having prima facie evidence of any deficiency in contractor's capacities, may require the contractor to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not for the said project.

IB.30 Employer's Right to Accept any Bid and to Reject any or all Bids

- 30.1 Notwithstanding Clause IB.29, 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.

IB.31 Notification of Award

- 31.1 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. This letter shall name the sum which the Employer will pay the Contractor in consideration of the execution and completion of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called the "Contract Price").

- 31.2 No negotiation with the bidder having evaluated as lowest as responsive or any other bidder shall be permitted, however, procuring agency may hold meetings to clarify any item in the bid evaluation report.
- 31.3 Upon furnishing by the successful Bidder of a Performance Security, the Employer will promptly notify the other Bidders that their Bids have been unsuccessful.

IB.32 Performance Security

- 32.1 The successful Bidder shall furnish to the Employer a Performance Security in the form and amount stipulated in the Bidding Data and the Conditions of Contract within a period of 15 days after the receipt of Letter of Acceptance.
- 32.2 Failure of the successful Bidder to comply with the requirements of Clause IB.32 or IB.33 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

IB.33 Signing of Agreement

- 33.1 Within 14 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 Agreement provided in the Bidding Documents, incorporating all agreements between the parties.
- 33.2 The formal Agreement between the Employer and the successful Bidder shall be executed within 14 days of the receipt of Form of Agreement by the successful Bidder from the Employer.

IB.34 General Performance of the Bidders

The Employer reserves the right to obtain information regarding performance of the Bidders on their previously awarded contracts/works. The Employer may in case of consistent poor performance of the Bidder as reported by the employers of the previously awarded contracts, inter alia, rejects his bid and/or refer the case to the Pakistan Engineering Council. Upon such reference, PEC may in consultation with the Contract Data Cell established in the office of the Auditor General of Pakistan, take such action as may be deemed appropriate under the circumstances of the case including black listing of such Bidder and debarring him from participation in future bidding for similar works.

IB.35 Integrity pact

The bidder shall sign and stamp the integrity pact provided at appendix – BL-1 of the bidding document for all provincial/local government procurement contracts exceeding Rupees Ten Million. Failure to provide such integrity pact shall make the bidder non-responsive.

IB.37 Arbitration

Any dispute that is not amicably resolved shall be finally settled, unless otherwise specified in the contract, under the Arbitration Act 1940 updated from time to time and would be held anywhere in the Province of Sindh at the discretion of the Employer.

INSTRUCTIONS TO BIDDERS

A. GENERAL

IB.1 Scope of Bid

- 1.1 The Employer as defined in the Bidding Data hereinafter called "the Employer" wishes to receive Bids for the construction and completion of works as described in these Bid Documents, and summarized in the Bidding Data hereinafter referred to as the "Works".
- 1.2 The successful Bidder will be expected to complete the Works within the time specified in Appendix-A to Bid.

IB.2 Source of Funds

- 2.1 The Employer has applied for or received a loan or credit from the source (s) indicated in the Bidding Data in various currencies towards the cost of the project specified in the Bidding Data and it is intended that part of the proceeds of this loan / credit will be applied to eligible payments under the Contract for which these Bidding Documents are issued.

IB.3 Eligible Bidders

- 3.1 This Invitation to Bid is open to all Bidders meeting the following requirements:
 - a. Duly licensed & valid certificate issued by the Pakistan Engineering Council (PEC) category mentioned in the Notice for Inviting Tenders.
 - b. Experience of more than 10 years of carrying out such type of works
 - c. Not have been black listed by any organization
 - d. Last three (03) years turnover of the company
 - e. Income Tax registration
 - f. Sindh Sales Revenue Board registration certificate
 - g. Active Tax Payer Status

IB.4 One Bid per Bidder

- 4.1 Each Bidder shall submit only One Bid either by himself, or as a partner in a joint venture. A Bidder who submits or participates in more than one Bid (other than alternatives pursuant to Para IT.16) will be disqualified.

IB.5 Cost of Bidding

- 5.1 The Bidder shall bear all costs associated with the preparation and submission of their respective Bids and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

IB.6 Site Visit

- 6.1 The Bidders are advised to visit and examine the site of works and its surroundings and obtain for themselves on their own responsibility all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. All cost in this respect shall be at the Bidder's own expense.
- 6.2 The Bidders and any of their personnel or agents will be granted permission by the Employer to enter upon his premises and lands for the purpose of such inspection, but only upon the express condition that the Bidders, their personnel and agents, will release and indemnify the Employer, his personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and

expenses incurred as a result of such inspection.

B. BID DOCUMENTS

IB.7 Documents Comprising the Bid

- 7.1 The Bid Documents are those stated below, and should be read in conjunction with any Addenda issued in accordance with Clause IB.9.
01. Instruction to Bidders
 02. Bidding Data
 03. Conditions of Contract & Bill of Quantities
 05. Forms of Bid & Appendices to Bid,
 06. Form of Bid Security / Earnest money
 07. Form of Agreement
 08. Forms of Performance Security and Mobilization Advance Guarantee
- 7.2 The Bidders are expected to examine carefully the contents of all the above documents. Failure to comply with the requirements of Bid submission will be at the Bidders own risk. Pursuant to Clause IB.26, Bids which are not substantially responsive to the requirements of the Bid Documents will be rejected.

IB.8 Clarification of Bid Documents

- 8.1 Any prospective Bidder requiring any clarification(s) in respect of the Bid Documents may notify the Employer in writing at the Employer's address indicated in the Invitation to Bidders. The Employer will respond to any request for clarification which he receives earlier than 28 days prior to the deadline for submission of Bids.

Copies of the Employer's response will be forwarded to all purchasers of the Bid Documents, including a description of the enquiry but without identifying its source.

IB.9 Amendment of Bid Documents

- 9.1 At any time prior to the deadline for submission of Bids, the Employer may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Documents by issuing addendum.
- 9.2 Any addendum thus issued shall be part of the Bid Documents pursuant to Sub-Para 7.1 hereof and shall be communicated in writing to all purchasers of the Bid Documents. Prospective Bidders shall acknowledge receipt of each addendum in writing to the Employer.
- 9.3 To afford prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer may extend the deadline for submission of Bids in accordance with Clause IB.20.

C. PREPARATION AND SUBMISSION

IB.10 Bidding Method

The Bidder shall prepare bid comprising One single envelope containing financial proposal and technical proposal. The financial and technical bids, each shall be consisting of the specified documents.

10.1 Technical Envelope shall include:

- (a) Conditions of Contract should be returned duly stamp on each page
- (b) Copy of Bid Security instrument duly hidden amount
- (c) Technical Specifications

10.2 Financial Envelope shall include:

- (a) Bill of Quantities
- (b) Original instrument of Bid Security

10.3 Language

The Bid and all correspondence and documents related to the Bid exchanged by a Bidder and the Employer shall be in the bid language stipulated in the Bidding Data and conditions of Particular Application. Supporting documents and printed literature furnished by the Bidders may be in any other language provided the same are accompanied by an accurate translation of the relevant parts in the English language, in which case, for purposes of evaluation of the Bid, the English translation shall prevail.

IB.11 Documents Accompanying the Bid**11.1 Each Bidder shall:**

- (a) Submit a written power of attorney authorizing the signatory of the Bid to act for and on behalf of the Bidder; and
- (b) Update the information indicated and listed in the Bidding Data and previously submitted with the application for prequalification, and continues to meet the minimum criteria set out in the prequalification documents which as a minimum, would include the following:
 - (i) Evidence of access to financial resources;
 - (ii) Financial predictions for the current year and the two following years including the effect of known commitments;
 - (iii) Work commitments since prequalification;
 - (iv) Current litigation information; and
 - (v) Availability of critical equipment.

11.2 Bids submitted by a joint venture of two or more firms shall comply with the following requirements;

- (a) The Bid and in case of a successful Bid, the Form of Agreement shall be signed so as to be legally binding on all partners;
- (b) one of the joint venture partners shall be nominated as being in charge; and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the joint venture partners;
- (c) the partner-in-charge shall always be duly authorized to deal with the Employer regarding all matters related with and/or incidental to the execution of works as per the terms and Conditions of Contract and in this regard to incur any and all liabilities, receive instructions, give binding undertakings and receive payments on behalf of the joint venture.

- (d) all partners of the joint venture shall at all times and under all circumstances be liable jointly and severally for the execution of the Contract in accordance with the Contract terms and a statement to this effect shall be included in the authorization mentioned under (b) above as well as in the Form of Bid and in the Form of Agreement (in case of a successful Bid); and
- (e) a copy of the agreement entered into by the joint venture partners shall be submitted with the Bid stating the conditions under which it will function, its period of duration, the persons authorized to represent and obligate it and which persons will be directly responsible for due performance of the Contract and can give valid receipts on behalf of the joint venture, the proportionate participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. No amendments / modifications whatsoever in the joint venture agreement shall be agreed between the joint venture partners without prior written consent of the Employer.

11.3 Bidders shall also submit proposals of work methods and schedule, in sufficient detail to demonstrate the adequacy of the Bidder's proposals to meet the technical specifications and the completion time referred to in Sub-Clause 1.2 hereof.

IB.12 Bid Prices

- 12.1 Unless stated otherwise in the Bid Documents, the Contract shall be for the whole of the Works as described in Sub-Clause 1.1 hereof, based on the unit rate and / or prices submitted by the Bidder.
- 12.2 The Bidders shall fill in the rates and prices for all sections of the Works described in the Bill of Quantities / Financial Bid. Items against which no rate or price is entered by a Bidder will not be paid for by the Employer when executed and shall be deemed covered by rates and prices for other items in the Bill of Quantities / Financial Bid.
- 12.3 The prices in the bid submitted by the contractors will be inclusive of all taxes and duties including Income Tax, Sindh Sales Tax etc. All taxes, duties and other levies payable by the Contractor under the Contract, or for any other cause during the currency of the execution of work or otherwise specified in the contract as on the date Seven (07) days prior to the deadline for submission of bids.

Additional / reduced duties, taxes and levies due to subsequent additions or changes in legislation shall be reimbursed / deducted as per Sub-Clause 70 of the Conditions of Particular Application - Part IIA.

- 12.4 The prices quoted by the Bidders are subject to adjustment during the performance of the Contract in accordance with the provisions of Clause 70 of the Conditions of Contract. The Bidders shall furnish the prescribed information for the price adjustment formulae in Appendix-C to Bid, and shall submit with their Bids such other supporting information as required under the said Clause.

IB.13 Currencies of Bid and Payment

- 13.1 The prices shall be quoted by the Bidder entirely in Pak Rupees. A Bidder expecting to incur expenditures in other currencies for inputs to the Works supplied from outside the Employer's country (referred to as the "Foreign Currency Requirements") shall indicate the same in Appendix-B to Bid. The proportion of the Bid Price (excluding Provisional Sums) needed by him for the payment of such Foreign Currency Requirements either (i) entirely in the currency of the Bidder's home country or, (ii) at the Bidder's option,

entirely in Pak rupees provided always that a Bidder expecting to incur expenditures in a currency or currencies other than those stated in (i) and (ii) above for a portion of the foreign currency requirements, and wishing to be paid accordingly, shall indicate the respective portions in his Bid.

- 13.2 The rates of exchange to be used by the Bidder for currency conversion shall be the TT&OD Selling Rates published by the State Bank of Pakistan prevailing on the date 28 days prior to the deadline for submission of Bids.
For the purpose of payments, the exchange rates used in Bid preparation shall apply for the duration of the Contract. The conversion rate should be the prevailing rate applicable 7 days before the financial opening.

IB.14 Bid Validity

- 14.1 Bids shall remain valid for the period stipulated in the Bidding Data after the Date of Bid Opening specified in sub-clause IB.
- 14.2 In exceptional circumstances, prior to expiry of the original Bid validity period, the Employer may request that the Bidders extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiting his Bid Security. A Bidder agreeing to the request will not be required or permitted to modify his Bid, but will be required to extend the validity of his Bid Security for the period of the extension, and in compliance with Clause IB.15 in all respects.

IB.15 Bid Security / Earnest money

- 15.1 Each Bidder shall furnish, as part of his Bid, a Bid Security / Earnest money in the amount stipulated in the Bidding Data in Pak Rupees or an equivalent amount in a freely convertible currency.
- 15.2 The Bid Security shall be, at the option of the Bidder in the form of Deposit at Call or a Bank Guarantee issued by a Scheduled Bank of Pakistan or from a Foreign Bank duly counter guaranteed by a Scheduled Bank of Pakistan in favour of the Employer valid for a period of 28 days beyond the Bid Validity date.
- 15.3 Any Bid not accompanied by acceptable Bid Security / Earnest money shall be rejected by the Employer as non-responsive.
- 15.4 The Bid securities of unsuccessful Bidders will be returned as promptly as possible, but not later than 28 days after the expiration of the period of Bid Validity.
- 15.5 The Bid Security of the successful Bidder will be returned when the Bidder has furnished the required Performance Security and signed the Agreement. On return of bid security, security deposit at the rate of 5% shall be deducted from the IPC.
- 15.6 The Bid Security may be forfeited:
- (a) If the Bidder withdraws his Bid during the period of Bid Validity;
 - (b) If the Bidder does not accept the correction of his Bid Price pursuant to Sub-Clause 27.2 hereof; or
 - (c) In the case of successful Bidder, if he fails within the specified time limit to:
 - (i) Furnish the required Performance Security
 - (ii) Sign the Agreement

IB.16 Alternate Proposals by Bidder

- 16.1 Should any Bidder consider that he can offer any advantages to the Employer by a modification to the designs, specifications or other conditions, he may, in addition to his Bid to be submitted in strict compliance with the Bid Documents, submit any Alternate Proposal(s) containing (a) relevant design calculations; (b) technical specifications; (c) proposed construction methodology; and (d) any other relevant details / conditions, provided always that the total sum entered on the Form of Bid shall be that which represents complete compliance with the Bid Documents.
- 16.2 Alternate Proposal(s), if any, of the lowest evaluated responsive Bidder only may be considered by the Employer as the basis for the award of Contract to such Bidder.

IB.17 Pre-Bid Meeting

- 17.1 The Employer may, on his own motion or at the request of any prospective Bidder(s), hold a pre-bid meeting to clarify issues and to answer any questions on matters related to the Bid Documents. The date, time and venue of pre-bid meeting, if convened, is as stipulated in the Bidding Data. All prospective Bidders or their authorized representatives shall be invited to attend such a pre-bid meeting.
- 17.2 The Bidders are requested to submit questions, if any, in writing so as to reach the Employer not later than one week before the proposed pre-bid meeting.
- 17.3 Minutes of the pre-bid meeting, including the text of the questions raised and the replies given, will be transmitted without delay to all purchasers of the Bid documents. Any modification of the Bid documents listed in Sub-Clause 7.1 hereof which may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause IB.9 and not through the minutes of the pre-bid meeting.
- 17.4 Absence at the pre-bid meeting will not be a cause for disqualification of a Bidder.

IB.18 Format and Signing of Bid

- 18.1 Bidders are particularly directed that the amount entered on the Form of Bid shall be for performing the Contract strictly in accordance with the Bid Documents.
- 18.2 All appendices to Bid are to be properly completed and signed.
- 18.3 No alteration is to be made in the Form of Bid nor in the Appendices thereto except in filling up the blanks as directed. If any such alterations be made or if these instructions be not fully complied with, the Bid may be rejected.
- 18.4 Each Bidder shall prepare by filling out the forms completely and without alterations one (1) original and number of copies, specified in the Bidding Data, of the documents comprising the Bid as described in Clause IB.7 and clearly mark them "ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them, the original shall prevail.
- 18.5 The original and all copies of the Bid shall be typed or written in indelible ink (in the case of copies, Photostats are also acceptable) and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder pursuant to Sub-Clause 11.1(a) hereof. All pages of the Bid shall be initialed and stamped by the person or persons signing the Bid.

- 18.6 The Bid shall contain no alterations, omissions or additions, except to comply with instructions issued by the Employer, or as are necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.
- 18.7 Bidders shall indicate in the space provided in the Form of Bid their full and proper addresses at which notices may be legally served on them and to which all correspondence in connection with their Bids and the Contract is to be sent.
- 18.8 Bidders should retain a copy of the Bid Documents as their file copy.

D. SUBMISSION OF BIDS

IB.19 Sealing and Marking of Bids

- 19.1 Each Bidder shall submit his Bid as under:
- ORIGINAL (Technical & Financial) bidding documents
- 19.2 The inner and outer envelopes shall:
- (a) Be addressed to the Employer at the address provided in the Bidding Data;
 - (b) Bear the name and identification number of the contract as defined in the Bidding Data, and;
 - (c) Provide a warning not to open before the time and date for bid opening, as specified in the Bidding Data.
- 19.3 In addition to the identification required in Sub- Clause 19.2 hereof, the inner envelope shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared "late" pursuant to Clause IB.21
- 19.4 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

IB.20 Deadline for Submission of Bids

- 20.1 (a) Bids must be received by the Employer at the address specified no later than the time and date stipulated in the Bidding Data.
- (b) Bids with charges payable will not be accepted, nor will arrangements be undertaken to collect the Bids from any delivery point other than that specified above. Bidders shall bear all expenses incurred in the preparation and delivery of Bids. No claims will be entertained for refund of such expenses.
- (c) Where delivery of a Bid is by mail and the Bidder wishes to receive an acknowledgment of receipt of such Bid, he shall make a request for such acknowledgment in a separate letter attached to but not included in the sealed Bid package.
- (d) Upon request, acknowledgment of receipt of Bids will be provided to those making delivery in person or by messenger.

- 20.2 The Employer may, at his discretion, extend the deadline for submission of Bids by issuing an amendment in accordance with Clause IB.9, in which case all rights and obligations of the Employer and the Bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

IB.21 Late Bids

- 21.1 (a) Any Bid received by the Employer after the deadline for submission of Bids prescribed in Clause IB.20 will be returned unopened to such Bidder.
- (b) Delays in the mail, delays of person in transit, or delivery of a Bid to the wrong office shall not be accepted as an excuse for failure to deliver a Bid at the proper place and time. It shall be the Bidder's responsibility to determine the manner in which timely delivery of his Bid will be accomplished either in person, by messenger or by mail.

IB.22 Modification and Withdrawal of Bids

- 22.1 Any Bidder may modify or withdraw his Bid after Bid submission provided that written notice of the modification or withdrawal is received by the Employer prior to the deadline for submission of Bidders.
- 22.2 The notice for modification or withdrawal of any Bid shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause IB.19 with the outer and inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL", as appropriate.
- 22.3 No Bid may be modified by a Bidder after the deadline for submission of Bids.
- 22.4 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 in pursuance to Clause IB.15.

E. BID OPENING AND EVALUATION

IB.23 Bid Opening

- 23.1 The Employer will open the Bids, including withdrawals and modifications made pursuant to Clause IB.22, in the presence of Bidders' representatives who choose to attend, at the time date and location stipulated in the Bidding Data.
- The Bidder's representatives who are present shall sign a register evidencing their attendance.
- 23.2 Envelopes marked "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause IB.22 shall not be opened.
- 23.3 The Bidder's name, total Bid Price and price of any Alternate Proposal(s), any discounts, Bid modifications and withdrawals, the presence or absence of Bid Security, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening of Bids.

IB.24 Process to be Confidential

- 24.1 Information relating to the examination, clarification, evaluation and comparison of Bid and recommendations for the award of a contract shall not be disclosed to Bidders or any other person not officially concerned with such process. Any effort by a Bidder to influence the Employer's processing of Bids or award decisions may result in the

rejection of such Bidder's Bid.

IB.25 Clarification of Bids

- 25.1 To assist in the examination, evaluation and comparison of Bids, the Employer may, at his discretion, ask any Bidder for clarification of his Bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing but no change in the price or substance of the Bid shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids in accordance with Clause IB.28.

IB.26 Examination of Bids and Determination of Responsiveness

- 26.1 Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid (i) meets the eligibility criteria; (ii) has been properly signed; (iii) is accompanied by the required Bid Security; and (iv) is substantially responsive to the requirements of the Bid Documents.
- 26.2 A substantially responsive Bid is one which conforms to all the terms, conditions and specifications of the Bid Documents, without material deviation or reservation. A material deviation or reservation is one (i) which affect in any substantial way the scope, quality or performance of the Works; (ii) which limits in any substantial way, inconsistent with the Bid Documents, the Employer's rights or the Bidder's obligations under the Contract; or (iii) adoption whereof would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.
- 26.3 If a Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

IB.27 Correction of Errors

- 27.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:
- (a) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and
 - (b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the Employer there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern and the unit rate will be corrected.
- 27.2 The amount stated in the Form of Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected Bid Price, his Bid will be rejected, and the Bid Security shall be forfeited in accordance with Sub- Clause 15.6(b) hereof.

IB.28 Evaluation and Comparison of Bids

- 28.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause IB.26.
- 28.2 In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid Price

by adjusting the Bid Price as follows:

- (a) Making any correction for errors pursuant to Clause IB.27
 - (b) Excluding Provisional Sums and the provision, if any, for contingencies in the Financial Summary, but including competitively priced Day work.
 - (c) Making an appropriate adjustment for any other acceptable variation or deviation.
- 28.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.
- 28.4 If the Bid of the successful Bidder is seriously unbalanced in relation to the Employer's estimate of the cost of work to be performed under the Contract, the Employer may require the Bidder to produce detailed price analyses for any or all items of the financial bid to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the Performance Security set forth in Clause IB.32 be increased at the expense of the successful Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.
- 28.5 **Evaluation Report**
After the completion of evaluation process, as described in clauses in IB 27 and 28, the procuring agency shall prepare an evaluation report. The evaluation report shall contain names of all the bidders, technical and financial score or comparison, name of lowest evaluated bidder and any other information that procuring agency may like to include in the report.

F. AWARD OF CONTRACT

IB.29 Award

- 29.1 Subject to Clause IB.30 and IB.34, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bid Documents and who has offered the lowest evaluated Bid Price, provided that such Bidder has been determined to be eligible in accordance with the provisions of Clause IB.3.
- 29.2 Procuring Agency, at any stage of bid evaluation, having credible reasons for or having prima facie evidence of any deficiency in contractor's capacities, may require the contractor to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not for the said project.

IB.30 Employer's Right to Accept any Bid and to Reject any or all Bids

- 30.1 Notwithstanding Clause IB.29, 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.

IB.31 Notification of Award

- 31.1 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. This letter shall name the sum which the Employer will pay the Contractor in consideration of the execution and completion of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called the "Contract Price").

- 31.2 No negotiation with the bidder having evaluated as lowest as responsive or any other bidder shall be permitted, however, procuring agency may hold meetings to clarify any item in the bid evaluation report.
- 31.3 Upon furnishing by the successful Bidder of a Performance Security, the Employer will promptly notify the other Bidders that their Bids have been unsuccessful.

IB.32 Performance Security

- 32.1 The successful Bidder shall furnish to the Employer a Performance Security in the form and amount stipulated in the Bidding Data and the Conditions of Contract within a period of 15 days after the receipt of Letter of Acceptance.
- 32.2 Failure of the successful Bidder to comply with the requirements of Clause IB.32 or IB.33 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

IB.33 Signing of Agreement

- 33.1 Within 14 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 Agreement provided in the Bidding Documents, incorporating all agreements between the parties.
- 33.2 The formal Agreement between the Employer and the successful Bidder shall be executed within 14 days of the receipt of Form of Agreement by the successful Bidder from the Employer.

IB.34 General Performance of the Bidders

The Employer reserves the right to obtain information regarding performance of the Bidders on their previously awarded contracts/works. The Employer may in case of consistent poor performance of the Bidder as reported by the employers of the previously awarded contracts, inter alia, rejects his bid and/or refer the case to the Pakistan Engineering Council. Upon such reference, PEC may in consultation with the Contract Data Cell established in the office of the Auditor General of Pakistan, take such action as may be deemed appropriate under the circumstances of the case including black listing of such Bidder and debarring him from participation in future bidding for similar works.

IB.35 Integrity pact

The bidder shall sign and stamp the integrity pact provided at appendix – BL-1 of the bidding document for all provincial/local government procurement contracts exceeding Rupees Ten Million. Failure to provide such integrity pact shall make the bidder non-responsive.

IB.37 Arbitration

Any dispute that is not amicably resolved shall be finally settled, unless otherwise specified in the contract, under the Arbitration Act 1940 updated from time to time and would be held anywhere in the Province of Sindh at the discretion of the Employer.

BIDDING DATA

The information in this section is complementary to, amends or supplements the provisions in the Instruction to Bidders; whenever there is conflict the provisions herein shall take precedence over those in the Instruction to Bidders.

| Reference to Instruction to Bidders | Bidding Data |
|-------------------------------------|---|
| IB-1 1.1 | Scope of Bid The work under this contract comprises "Construction of Cold Storage Room at SIUT Dewan Farooq Medical Center, Karachi". |
| 1.2 | Name and Address of Employer: Director Sindh Institute of Urology & Transplantation Chand Bibi Road, Karachi. Contact No: 99216022, 99216984 |
| IB-2 2.1 | Source of Funds Delete the text and substitute: The Employer has arranged the funds from the source of Provincial Government of Sindh towards the cost of the project specified in the Bidding Data and it is intended that part of the proceeds of this amount will be applied to eligible payments under the Contract for which these Bidding Documents are issued. |
| IB-3 3.1 | Eligible Bidders Delete the text of para (a). |
| IB-4 4.1 | One Bid per Bidder Delete the text of this Clause and shall read as follows: Each Bidder shall submit Original Bid either by himself, or as a partner in a joint venture. |
| IB-6 6.3 | Site Visits Add the following paragraph: The Bidder or his authorized representative shall visit and inspect the site of works including the areas and surroundings to be used for Contractor's Camp, on his own responsibility and at his own expense, and obtain all the information from his own sources which may be necessary for the purpose of preparing the Bidder. The Employer may assist but will not take any responsibility of the supply or correctness of the information. The Bidder shall, before submitting his Bid, satisfy himself in all respects including the following: a). The existing facilities in the vicinity of the Site of Work, the hydrological and climatologically conditions, the form and nature of the site work. b). The quantities and nature of the work and materials necessary for completion of the works. c). The means of access to the Site of Work and exit from the Site. d). The available accommodation on land for Contractor's Camp within or outside |

| | |
|--------------|---|
| | <p>the site of Work.</p> <p>e). All necessary information as to risks, contingencies and other circumstances, which may influence or affect the Bidder.</p> <p>f). The existing conditions at Site.</p> <p>Each Bidder shall also enquire and satisfy himself as to the sources, the quantity of supply, the sufficiency of and the means of obtaining and transporting all plant, material, labor, fuel, water, electricity and other matters or things required for or in connection with the works.</p> <p>In preparing the Bid, Bidder shall also consider his obligation to adequately store and secure all materials and maintain existing facilities and all Temporary Works during the period of their usage.</p> <p>The Bidder must make local inquiries as to the physical and other conditions prevailing at the site and obtain his own information on all matters and things that may in any way influence him in making a Bid and fixing the rates in the Bill of Quantities. He must also satisfy himself as to the risks, obligations and responsibilities to be undertaken in accordance to the Contract to be entered into by him should his Bid be accepted.</p> <p>The Bidder shall make his own investigations, enquiries and assessments, on all matters, of all conditions of existing construction at the site and its vicinity, to his satisfaction before submitting his Bid.</p> |
| IB-7 | Documents Comprising the Bids |
| 7.1 | The Bid documents are those stated in 7.1 and should be read in conjunction with any addenda issued in accordance with Clause-IB-9. |
| IB-8 | Clarification of Bid Documents |
| 48.2 | <p>Add the following:</p> <p>The Bidder shall also send copy of clarification required to the consultant at the address indicated in Bidding documents.</p> <p>Time limit for clarifications is 10 (ten) days instead of 28 days prior to the deadline for submission of Bid.</p> |
| IB-10 | Bid Language |
| 10.1 | English |
| IB-12 | Bid Prices |
| 12.3 | <p>Add the following:</p> <p>a). The Bidder, by the act of submitting a Bid, acknowledges that he has inspected the site of works and determined the general characteristics and conditions. The employer will not assume any responsibility for information, interpretations and deduction the Bidder may make from the information furnished by the employer or the Engineer. No verbal agreement or conversation with any officer, Employee or Agent of the Employer or the Engineer either before,</p> |

| | |
|------------------------------|---|
| | <p>during or after the execution of the contract, shall affect or modify any of the terms or obligations contained in the contract.</p> <p>b). The attention of the Bidders is drawn to the fact that local regulations require special formalities to be complied with in connection with the ordering, purchasing and importing of materials from outside Pakistan. Bidder will be deemed to have obtained full information about all such matters and to have allowed in his Bid for all delays, additional costs and financing charges that may arise directly or indirectly there- from.</p> <p>c). Any neglect or failure on the part of the Bidder to obtain reliable information on the spot or elsewhere upon the foregoing or any other matters affecting the execution and completion of the works, the rates, total amounts and the contract shall not relieve the Bidder whose Bid is accepted from any risks or liabilities or from the responsibility of completing and handing over the works.</p> <p>d). The rates and prices set down by the Bidder against all the items in the bill of quantities are to be full inclusive value of the finished work described there under and shall be deemed to include all costs of performing the works including all taxes and duties including Sindh Sales Tax, profits and costs of accepting the general risks, liabilities and obligation of every kind set forth or implied in the contract.</p> |
| IB-13 13.1 | <p>Currencies of Bid and payments:</p> <p>Deleted the text and substitute:</p> <p>The unit rates and the prices shall be quoted by the Bidder entirely in Pak Rupees. A Bidder expecting to incur expenditures in other currencies for inputs to the works supplied from outside the Employer's country shall bear all costs and risk for arranging the requirements of such currencies through his own resources.</p> |
| 13.2 | Delete the text |
| IB-14 14.1 | <p>Bid Validity</p> <p>Period of Bid Validity is 90 days after the date of Bid opening</p> |
| IB-15 15.1 15.2 | <p>Bid Security / Earnest Money</p> <p>Amount of Bid Security/Earnest Money shall be 1% of the Bided cost in Pak Rupees.</p> <p>Deleted the Text and Substitute.</p> <p>The Bid Security/Earnest Money shall be in the form of Pay Order or a Bank Draft or a Bank Guarantee issued by the AA rated Scheduled Bank of Pakistan or from a Foreign Bank duly counter guaranteed by the AA rated Scheduled Bank of Pakistan in favour of the Employer, valid for a period of 28 days beyond the Bid validity date.</p> |
| IB-16 16.1 & 16.2 | <p>Alternate Proposals by Bidders</p> <p>Delete the text and substitute:</p> <p>Alternate proposals by Bidders are not invited. Bidders will only quote for the Bid design.</p> |

| | |
|----------------------|---|
| IB-17 17.1 | Pre-Bid Meeting The Pre-Bid meeting will be held as follows: Venue: Director Sindh Institute of Urology & Transplantation Chand Bibi Road KARACHI Date: Time: Phone: 021-99216022, 99216984 |
| 17.2 | Add at the end of the Para following: Errors, Omissions & Queries The Bidder shall notify "the Consultant" of any inconsistencies, Errors and Omissions found in the Bid Documents, prior to the 15 days of Bid opening date. Withholding of any such information which will later materially affect the contract price during construction may be considered as sufficient grounds for rejection of Bid. All queries shall be directed to: Director, Sindh Institute of Urology & Transplantation, Chand Bibi Road, Karachi. The Employer / Consultant are not responsible for any verbal communications or instructions to the Bidders or accuracy of the Bid Documents. |
| IB-18 18.4 | Format and Signing of Bid Number of copies of the Bid to be completed and returned shall be: One Original + photocopy with addendums if any. |
| 18.5 | Delete the last sentence of this para from "All page..... to the Bidder" and substitute with the following: All pages of the Bid including appendices, addendum, corrigendum, clarifications, and supplementary information as are issued shall be initialed and stamped by the person or persons signing the Bid. |
| 18.6 | Delete the text and substitute: The Bid shall contain no alterations, omissions or additions, except to comply with instructions issued by the Employer, or as are necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or person signing the Bid. Each correction shall be separately signed and stamped. Over-writing, erasures, use of whitening fluid, corrections is not permitted. Non compliance of these instructions may be construed as sufficient ground to render the Bid non-responsive. |
| 18.7 | At the end of this para, add the following: Bid shall be prepared and submitted on the form of "the Bid" provided. All blank spaces must be filled in and completed form must be without interlineations or alteration of the original wording. Bids with incomplete and/or unsigned Form of Bid may be rejected/considered Non Responsive. The Bidder shall stamp and sign each page of Bid Documents for the purpose of identification and acknowledgement of acceptance thereof. The Bidders must conform in all respects to the Bid Documents. |

| | |
|--------------|--|
| IB-19 | Sealing and Making of Bids |
| 19.2 (a) | Employer address for the purpose of Bid submission shall be: Director Sindh Institute of Urology & Transplantation Chand Bibi Road KARACHI Contact # 99216022, 99216984 |
| 19.2 (b) | Identification number of Contract: As indicated in the Notice Inviting Bid |
| IB-20 | Deadline for submission of Bid: |
| 20.1 | As notified in the Notice Bid or as amended. |
| IB-23 | Bid Opening: |
| 23.1 | The Venue and time for Bid opening shall be: Venue: Date & Time as notified in the Notice Inviting Bid or as amended as per Contract. Director Sindh Institute of Urology & Transplantation Chand Bibi Road KARACHI Phone No. 021-99216022, 99216984 |
| IB-24 | Process to be Confidential |
| 24.2 | Add the following sub-para: Documents submitted by Bidders in connection with the Bid for above named works will be treated as confidential and will not be returned. |
| IB-28 | Evaluation and Comparison of Bids |
| 28.4 | In the text of sub- clause 28.4 in the sixth line, add after the words “ the Employer may” take action under sub-clause 28.5 or may” |
| 28.5 | Add the following sub-para A bid with highly inflated or unworkable rates of any BOQ items may be considered non-conforming and rejected. The Employer/ Consultant may also disqualify such Bidder from participating in the subsequent Bids who submits such, unbalanced and/or unworkable rates of major items of work. |
| IB 29 | Award of Contract |
| 29.2 | Add the following sub-para The Employer does not bind himself to award the Contract to the lowest or to any Bidder but will take into careful consideration the Bidder’s prices and such other factors as are deemed applicable. |
| IB 31 | Notification of Award |
| 31.1 | At the end of this para add the following The notification of award will constitute the formation of Contract with successful Bidders. |

| | |
|----------------------------------|--|
| IB-32 | Performance Security: In the third line of this sub-clause, date “28 days” and substitute “15 days”. |
| 32.3 | Add the following sub-para 32.3 The Performance Security provided by successful bidder shall be in the form of Pay Order or Bank Draft or irrevocable & acceptable Bank Guarantee of 5% of contract Value issued by a scheduled bank of Pakistan in favour of Employer valid for a period till 14 days after the issue of defect liability certificate. |
| IB-33 33.1 33.2 | Signing of Agreement Delete “14 days” and Substitute “7 days” Delete “14 days” and Substitute “7 days” |

[FORM: A]

BID

Tender No. _____

Date: _____

To

**Office of the Director
SIUT, Karachi,
Sindh**

Having examined the bidding documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver the Equipment, goods and / or specified in the said bidding documents for the sum of **[total bid amount in words and figures]** or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the requirements of this tender and purchase order.

If our Bid is accepted, we will submit Pay Order / Bank Draft / Call Deposit or obtain the guarantee of a bank in a sum equivalent to 5% of the Contract Price for the due performance of the Contract, in the form prescribed by the Procuring Agency.

We agree to abide by this Bid for a period of 90 days or such extended period as agreed from the date fixed for Bid opening as per Tender Notice, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

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

Dated this _____ day of _____, 20____.

[Signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of

***Note:** This document should be on the letterhead of the Bidder and should be signed by a person competent and having the power of attorney to bind the Bidder. It should be enclosed inside the Financial Proposal by the Bidder.*

[FORM: B1]

BID SECURITY /EARNEST MONEY

Please attach a copy of earnest money Pay Order / Bank Draft / Call Deposit on below space.

| |
|--|
| |
|--|

1). Bid Amount

| | |
|------------|--|
| In Figures | |
| In Words | |

2). Earnest Money / Bid Security 1%

| | |
|------------|--|
| In Figures | |
| In Words | |

Note: Total Amount of Bid for the calculation of Earnest Money / Bid Security Should also be

accounted for C&F at the rate of exchange seven working days before the date of opening of Bid.

Detailed working must be submitted in price schedule.

Attached Original Financial Bid and Copy attached Technical Bid.

BID SECURITY
(Bank Guarantee)

Security Executed on _____
(Date)

Name of Surety (Bank) with Address: _____
(Scheduled Bank in Pakistan)

Name of Principal (Bidder) with Address _____
Penal Sum of Security Rupees. _____ (Rs. _____)

Bid Reference No. _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the bid and at the request of the said Principal (Bidder) we, the Surety above named, are held and firmly bound unto _____

(hereinafter called the 'Procuring Agency') 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 Procuring Agency; and

WHEREAS, the Procuring Agency 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 procuring agency, 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 procuring agency, notice of which extension(s) to the Surety is hereby waived;
- (2) that the bid security of unsuccessful bidders will be returned by the procuring agency 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 procuring agency 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 therefore, on the prescribed form presented to him for signature enter into a formal Contract with the said procuring agency 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 procuring agency for the faithful performance and proper fulfillment 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 procuring agency, the said sum upon first written demand of the procuring agency (without cavil or argument) and without requiring the procuring agency to prove or to show grounds or reasons for such demand,

notice of which shall be sent by the procuring agency by registered post duly addressed to the Surety at its address given above.

PROVIDED ALSO THAT the procuring agency 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 procuring agency 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:

1. _____

Corporate Secretary (Seal)

2. _____

Name, Title & Address

Signature _____

Name _____

Title _____

Corporate Guarantor (Seal)

FORM OF PERFORMANCE SECURITY
(Bank Guarantee)

Guarantee No. _____

Executed on _____

Expiry date _____

[Letter by the Guarantor to the Procuring Agency]

Name of Guarantor (Bank) with address:

Name of Principal (Contractor) with address: _____

(Scheduled Bank in Pakistan)

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

procuring agency) in the penal sum of the amount stated above for the payment of which sum well and truly to be made to the said procuring agency, 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 procuring agency'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 procuring agency, 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 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 49, Defects Liability, 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 defenses under the Contract, do hereby irrevocably and independently guarantee to pay to the procuring agency without delay upon the procuring agency's first written demand without cavil or arguments and without requiring the procuring agency to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the procuring agency's written declaration that the Principal has refused or failed to perform the obligations under the Contract which payment will be effected by the Guarantor to Procuring Agency's designated Bank & Account Number.

PROVIDED ALSO THAT the procuring agency 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 procuring agency forthwith and without any reference to the Principal or any other person.

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

Guarantor (Bank)

Witness:

1. _____

Signature _____

Name _____

Corporate Secretary (Seal)

Title _____

2. _____

Name, Title & Address

Corporate Guarantor (Seal)

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the _____ day of _____ (month) 20____ between _____ (hereafter called the "Procuring Agency") of the one part and _____ (hereafter called the "Contractor") of the other part.

WHEREAS the Procuring Agency 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 Contract Agreement
 - b) The Letter of Acceptance / Award
 - c) The Conditions of Contract & Bill of Quantities
 - d) The Drawings / Plans
 - e) Performance Guarantee
 - f) _____ (any other)
3. In consideration of the payments to be made by the procuring agency to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the procuring agency to execute and complete the works and remedy defects therein in conformity and in all respects with the provisions of the contract.
4. Procuring agency hereby covenants to pay the contractor, in consideration of the execution and completion of the works as per provisions of the contract, the contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

Signature of the Contactor

(Seal)

Signature of Procuring Agency

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

(Name, Title and Address)

Witness:

(Name, Title and Address)

MOBILIZATION ADVANCE GUARANTEE

Bank Guarantee No. _____ Date _____

WHEREAS _____ (hereinafter called the 'Procuring Agency') has entered into a Contract for _____

(Particulars of Contract)

with _____ (hereinafter called the Contractor').

AND WHEREAS, the Procuring Agency has agreed to advance to the Contractor, at the Contractor's request, an amount of Rupees _____ (Rs _____) which amount shall be advanced to the Contractor as per provisions of the Contract.

AND WHEREAS, the Procuring Agency has asked the Contractor to furnish Guarantee to secure the mobilization advance for the performance of his obligations under the said Contract.

AND WHEREAS, _____ (Scheduled Bank in Pakistan)

(hereinafter called the "Guarantor") at the request of the Contractor and in consideration of the procuring agency 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 fulfilment of any of his obligations for which the advance payment is made, the Guarantor shall be liable to the procuring agency for payment not exceeding the aforementioned amount.

Notice in writing of any default, of which the procuring agency shall be the sole and final judge, on the part of the Contractor, shall be given by the procuring agency 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 remain in force until the advance is fully adjusted against payments from the Interim Payment Certificates of the Contractor or until _____ whichever is earlier.

(Date)

The Guarantor's liability under this Guarantee shall not in any case exceed the sum of Rupees _____

(Rs _____).

This Guarantee shall remain valid up to the aforesaid date and shall be null and void after the aforesaid date or earlier if the advance made to the Contractor is fully adjusted against

payments from Interim Payment Certificates of the Contractor provided that the Guarantor agrees that the aforesaid period of validity shall be deemed to be extended if on the above mentioned date the advance payment is not fully adjusted.

MG-2

GUARANTOR

1. Signature _____
2. Name _____
3. Title _____

WITNESS

1. _____

Corporate Secretary (Seal)

2. _____
(Name Title & Address)
- _____ Corporate Guarantor (Seal)

INDENTURE FOR SECURED ADVANCES

(For use in cases in which is contract is for finished work and the contractor has entered into an agreement for the execution of a certain specified quantity of work in a given time).

This INDEDNTURE made the _____ BETWEEN _____ office situated at _____, Pakistan (hereinafter called "the Contractor" which expression shall where the context so admits or implied be deemed to include his heirs, executors, administrators and assigns) of the **One Part and Sindh Institutes of Urology & Transplantation (SIUT), Chand Bibi Road, Karachi** (hereinafter called the Client of the **Other Part**)

WHEREAS by an agreement, dated _____ (hereinafter called the said agreement, the contractor has agreed to perform the under-mentioned works (hereinafter called the **said WORK**.

"Construction of Cold Storage Room at SIUT Dewan Farooq Medical Center, Karachi"

AND WHEREAS the contractor has applied to the **CLIENT** for an advance to him for Rs. _____ (Rupees _____ only) on the Security of Materials absolutely belonging to him and brought by him to the site of the said works the subject of the said agreement for use in the construction of such of the said works as he has undertaken to execute at rates fixed for the finished work (inclusive of the cost of materials and labor and other charge) AND WHEREAS the **CLIENT** has agreed to advance to the Contractor the sum of Rs. _____ (Rupees. _____ only) on the security of materials the quantities and other particulars of which are detailed in Part II of Running Account Bill (B), the said works signed by the contractor.

On _____ and on such covenants and conditions as are hereinafter contained and the **CLIENT** has reserved to itself the option of marking any further advance or advances on the security of other materials brought by the Contractor to the site of the said work.

Contd...P/2

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of _____ (Rupees _____ only) on or before the execution of these presents paid to the Contractor by the **CLIENT** (the receipt whereof the Contractor doth hereby acknowledge) and of each further advances (if any) as may be made to him as aforesaid (all of which advances are hereinafter collectively referred to as the said amount) the Contractor doth hereby assign unto the **CLIENT** the said materials by way of security for the said amount.

And doth hereby covenant and agree with the **CLIENT** and declare as follows:

1. That the said sum of _____ (Rupees _____ only) so advanced by the **CLIENT** to the Contractor as aforesaid and all or any further sum or sums which may be advanced as aforesaid shall be employed by the contractor in or towards expending the execution of the said works and for no other purpose whatsoever.
2. That the materials detailed in the said Running Account Bill (B) which have been offered to the accepted by the **CLIENT** as security for the said amount are absolutely by the Contractors own property free from encumbrances of any kind and the Contractor will not make any application for or receive a further advance on the security of materials which are not absolutely his own property and free from encumbrances of any kind and the contractor hereby agrees, at all time to indemnify and save harmless the **CLIENT** against all claims whatsoever to any materials in respect of which an advance has been made to him as aforesaid.
3. That the said materials detailed in the said Running Account Bill (B) and all other materials on the security of which any further advance or advances may hereafter be made as aforesaid (hereinafter called the said materials) shall be used by the Contractor solely in the execution of the said works in accordance with the directions of the Project Engineer or its authorized representative (hereinafter called the Project Engineer) and in the terms of the said agreement.
4. That the Contractor shall make at his own cost all necessary and adequate arrangement for the proper watch, safe custody and protection against all risks of the said material and that until used in construction as aforesaid the said materials shall remain at site of the said works in the Contractor's custody and at his own risk and on his own responsibility and shall at all times be open to inspection by the Project Engineer or any officer authorized by him. In the event of the said materials of any part (hereof being stolen, destroyed or damaged or becoming deteriorated in a greater degree than is due to reasonable use and wear thereof Contractor will forth with replace the same with other materials of like qualify or repair and make good the same as required by the Project Engineer and the materials so brought to replace the said materials so repaired and make good shall also be considered as security for the said amount.

Contd...P/3

5. That the said materials shall not or any account be removed from the site of the said works except with the written permission of the Project Engineer or a person authorized by him in that behalf.

6. That the said amount shall be payable in full when or before the Contractor receives payment, from the **CLIENT** of the price payable to him for the said works under the terms and provisions of the said agreement PROVIDED THAT if any intermediate payments are made to the contractor on account of work done then on the occasion of each such payment the **CLIENT** will be at liberty to make a recovery from the Contractors Bill for such payment by deducting there from in the value of the said materials actually used in the construction and in respect of which recovery has not been made previously the value for this purpose being determined in respect of each description of material as the rates at which the amount of the advances made under these presents were calculated.

7. That if the Contractor shall any time make any default in the performance or observation in any respect of any of the terms and provisions of the said agreement or of these presents the total of the advance or advances that may still be owing to the **CLIENT** shall immediately on the happening of such default be repayable by the Contractor to the **CLIENT** together with interest thereon at twelve percent per annum from the date of respective dates of such advance or advances to the date of repayment and with all costs, charges damages and expenses incurred by the **CLIENT** in or for the recovery thereof or the enforcement of this security or otherwise by reason of the default of the Contractor and any moneys so becoming due and payable shall constitute a debt due from the Contractor to the **CLIENT** and the Contractor hereby covenants and agrees with the SIUT to repay and the same respectively to it accordingly.

8. That the Contractor hereby charges all the said materials with the repayment to the **CLIENT** of the said sum of _____ (Rupees _____ only) and any further sum or sums which may be advanced as aforesaid all costs charges damages and expenses payable under these present PROVIDED ALWAYS and it is hereby agreed and declared that not, withstanding anything in the said agreement and without prejudice to the powers contained therein if and whether the covenant for payment and repayment hereinbefore contained shall become enforceable and the money owing shall not be paid to accordingly.

Once there with the **CLIENT** may at any time thereafter adopt all or any of flowing courses as it may deem best.

a) Seize and utilize the said materials or any part thereof in the completion of the said works on behalf of the Contractor in accordance with the provisions in that behalf contained in the said agreement debiting the Contractor with the actual cost of effecting such completion the amount due in respect of advances under these presents and crediting the Contractor with the value of work done as he had carried it out in accordance with the said agreement and at the rates thereby provided, if the balance is against the Contractor he is to pay the same to the **CLIENT** on demand.

b) Remove and sell by public auction the seized materials or any part thereof and out of the moneys arising from the sale retain all the sums aforesaid repayable to **CLIENT** under these presents and pay over the surplus (if any) to contractor.

c) Deduct all or any part of the money owing of the security deposit or any sum due to the contractor under the said agreement.

9. That except as is expressly provided by the presents interest on the said advance shall not be payable.

10. That in the event of any conflict between the provisions of these presents and the said agreement the provisions of these presents shall prevail and in the event of any dispute or difference arising over the construction or effect of these presents the settlement of which has not been hereinbefore expressly provided for the same shall be referred to the Project Engineer or his authorized representative / or **CLIENT** signed the agreement whose decision shall be final and the provisions of the Arbitration Act 1940 for the time being in force so far as they are applicable shall apply to any such reference.

Signed, sealed & delivered by in the presence of

1st Witness

Signed, sealed & delivered by in the presence of

1st Witness _____

2nd Witness:

2nd Witness _____

[FORM: I]**SINDH INSTITUTE OF UROLOGY AND TRANSPLANTATION (SIUT)
Vendor Information Form**

| | | | | |
|--|-------------|-------------|--------|----------|
| Company Name: | | | | |
| N.T.N # | | | | |
| Contact Person Name | | Tel No. | Cell # | |
| Designation | | Email | | |
| Entity Type | | | | |
| 1. Private <input type="checkbox"/> 2. Public <input type="checkbox"/> 3. NGO <input type="checkbox"/> 4. Sole Proprietor <input type="checkbox"/> 5. Partnership <input type="checkbox"/> | | | | |
| Type of Business | | | | |
| 1. International Manufacturer <input type="checkbox"/> 2. Domestic Manufacturer <input type="checkbox"/> 3. Importer <input type="checkbox"/> 4. Distributor <input type="checkbox"/> 5. Supplier <input type="checkbox"/> | | | | |
| Details of Owners / Management | | | | |
| Name | Designation | Dir Tel No. | Email | CNIC No. |
| | | | | |
| | | | | |
| Principle Product and Services | | | | |
| 1) | | 3) | 5) | |
| 2) | | 4) | 6) | |
| Registered Office | | | | |
| Address: | | | | |
| State / Province | | District | | |
| City | | Country | | |
| Tel (Office) | | Cell No. | | |
| Fax | | Email | | |
| Website (URL) | | Zip Code | | |
| Work Office | | | | |
| Address: | | | | |
| State / Province | | District | | |
| City | | Country | | |
| Tel (Office) | | Cell No. | | |
| Fax | | Email | | |
| Website (URL) | | Zip Code | | |

Please specify below the names & designations of the employees of SIUT to whom Owner/CEO/Management of your firm has relationship.

| S. No | Name | Designation | Relationship |
|-------|------|-------------|--------------|
| 1 | | | |
| 2 | | | |
| 3 | | | |

If no data is filled in the above table and subsequently any information contrary to above facts will come in notice of SIUT then, in addition to other action, SIUT may terminate Purchase Contract at the cost of Supplier.
All information given above are true and correct.

Authorized Person

Stamp of the Company**Copies to be attached: -**

SPECIAL STIPULATIONS

A-1

APPENDIX – A TO BID

| <u>S.No.</u> | <u>Item Description</u> | <u>Data</u> |
|--------------|--|---|
| 1. | Type of Works to be endorsed on the package of the Tender. | Construction of Cold Storage Room at SIUT Dewan Farooq Medical Center, Karachi. |
| 2. | Location of project site | SIUT Karachi |
| 3. | Employer's name and corporate address | Director Sindh Institute of Urology and Transplantation (SIUT) , Dewan Farooq Medical Centre (DFMC), Yaqoob Ali Khan Road, Near Civil Hospital, Karachi. |
| 4. | Contractor's name and address | Will be as stated in the Letter of Acceptance. |
| 5. | Engineer's name and address | Resident Engineer nominated by the Employer. |
| 6. | Date of Issuance of Tender | 05 May, 2025 To 26 May, 2025 |
| 7. | Place of Issuance of Tender | Office of the Director SIUT, Dewan Farooq Medical Centre (DFMC), Yaqoob Khan Road, Near Civil Hospital, Karachi. |
| 8. | Place of submission and opening of Tender | Office of the Director SIUT, Dewan Farooq Medical Centre (DFMC), Yaqoob Khan Road, Near Civil Hospital, Karachi. |
| 9. | Date and Time of submission of Tender | 27 May, 2025 by 15:00 Hours. |
| 10. | Date and Time of opening of Tender | 26 May, 2025 by 15:30 Hours. |
| 11. | Earnest Money | 1% (One percent) of Bid Value in the form of Pay order or bank Draft or an unconditional and irrevocable Bank guarantee from a scheduled commercial bank in Pakistan. The form of the Bank Guarantee is Set out in Form of Tender Security. |
| 12. | Validity of Tender | 90 (ninety) calendar days from the last date of submission of Tender. |

APPENDIX – A TO BID

| | | |
|-----|--|---|
| 13. | Mobilization Period | 15 (Fifteen) calendar days from the date of award of the Contract. |
| 14. | Date of Commencement of Works | Date of Engineer's Order or Notice to Proceed. |
| 15. | Time for Substantial Completion of the Works (Construction Period) | Two (02) months from the date of Commencement of Works |
| 16. | Defects Liability or Maintenance Period | Six (06) months from the date of issuance of Substantial Completion Certificate |
| 17. | Government Taxes | All the applicable Federal / Provincial Government Taxes shall be deducted by the Procuring Agencies at source including Sindh Sales Tax. |
| 18. | Ruling language | English |
| 19. | Amount of Performance Bond | 5% (Five percent) of accepted Contract Price in the form of Pay Order or Bank Guarantee from a Scheduled Bank of Pakistan. The form of the Performance Guarantee is set out in Form of Performance Security. |
| 20. | Validity of Performance Bond | Contract period plus Maintenance period. |
| 21. | Liquidated damages for the Works. | 0.05% (Zero point Zero Five Percent) of the Contract Price (including all approved Variations) per calendar day. |
| 22. | Maximum Amount of Liquidated Damages | 10% (Ten percent) of the contract price (including all approved Variations) |
| 23. | Mobilization Advance | <p>10% (Ten percent) of the Award Value to be paid in two equal installments of 5% each as stated below, upon submission of Advance Payment Guarantee for each installment from a scheduled commercial bank in Pakistan (The form of the required Bank Guarantee is set out in Form of Advance Payment Guarantee).</p> <p>1st installment shall be released upon signing of the Contract Agreement, and 2nd installment shall be released upon satisfactory mobilization at site by the Contractor duly verified by the Engineer.</p> |
| 24. | Recovery of Mobilization Advance Payment | Mobilization Advance will be recovered in Five (05) equal Installments from first five IPCs of Contractor duly verified by the engineer. |

APPENDIX – A TO BID

| | | |
|-----|---|--|
| 25. | Percentage of Retention | 5% (five percent) of gross amount of work done from each Running Bill. |
| 26. | Release of Retention Money | 50% (fifty percent) of retention money shall be released after issuance of Substantial Completion or Taking-Over Certificate by the Engineer and the balance 50% of retention money shall be released upon issuance of Final Completion Certificate by the Engineer & Consultant and completion of maintenance period. |
| 27. | Minimum amount of Interim Certificates | Pak Rs.3,000,000 (Pak Rupees Three Million). |
| 28. | Minimum Period of verification / issuance of interim payment certificate by the Engineer and release of Payment by the Employer | a) 15 (Fifteen) calendar days for Consultant's verification of bills. b) 7 (Seven) calendar days for payment by the Owner. |
| 29. | Venue of arbitration | Karachi, Pakistan |
| 30. | Valid Arbitration Act | Arbitration Act 1940 (Act No. X of 1940) of Pakistan |

FOREIGN CURRENCY REQUIREMENTS

1. The bidder may indicate herein below his requirements of foreign currency (if any), with reference to various inputs to the works.
2. Foreign Currency Requirement as percentage of the bid price excluding Provisional Sums _____%.
3. Table of Exchange Rates

| Unit of Currency | Equivalent in Pak. Rupees |
|-------------------|---------------------------|
| Australian Dollar | ----- |
| Euro | ----- |
| Japanese Yen | ----- |
| U.K. Pound | ----- |
| U.S. Dollars | ----- |
| ----- | ----- |
| ----- | ----- |

Appendix-E to Bid

PROPOSED CONSTRUCTION SCHEDULE

Pursuant to Sub-Clause 43.1 of the General Conditions of Contract, the works shall be completed on or before the date stated in Appendix-A to Bid. The bidder shall provide as Appendix-E to Bid, the Construction Schedule in the bar chart (CPM, PERT or any other to be specified herein) showing the sequence of work items and the period of time during which he proposes to complete each work item in such a manner that his proposed programmer for completion of the whole of the works and parts of the works may meet procuring agency's completion targets in days noted below and counted from the date of receipt of Engineer's Notice to Commence (Attach sheets as required for the specified form of Construction Schedule):

| <u>Description</u> | <u>Time for Completion</u> |
|--------------------|----------------------------|
| 1) Whole works | _____ days |
| 2) Part-A | _____ days |
| 3) Part-B | _____ days |
| 4) _____ | _____ days |
| 5) _____ | _____ days |

Appendix-F to Bid

METHOD OF PERFORMING THE WORK

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

1. Organization Chart indicating head office and field office personnel involved in management and supervision, engineering, equipment maintenance and purchasing.
2. Mobilization in Pakistan, the type of facilities including personnel accommodation, office accommodation, provision for maintenance and for storage, communications, security and other services to be used.
3. The method of executing the works, the procedures for installation of equipment and machinery and transportation of equipment and materials to the site.

Appendix-G to Bid

LIST OF MAJOR EQUIPMENT – RELATED ITEMS

[The bidder will provide on Sheet 2 of this Appendix a list of all major equipment and related items, under separate heading for items owned, to be purchased or to be arranged on lease by him to carry out the works. The information shall include make, type, capacity, and anticipated period of utilization for all equipment which shall be in sufficient detail to demonstrate fully that the equipment will meet all requirements of the Specifications.]

BG-2

Appendix-G to Bid

LIST OF MAJOR EQUIPMENT (SAMPLE)

| Owned Purchased or Leased | Description of Unit (Make, Model, Year) | Capacity HP Rating | Condition | Present Location or Source | Date of Delivery at Site | Period of Work on Project |
|----------------------------------|---|-----------------------|-----------|----------------------------------|--------------------------------|---------------------------------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| a. Owned | | | | | | |
| b. To be Purchased | | | | | | |
| c. To be arranged on Lease | | | | | | |

Appendix-H to Bid

CONSTRUCTION CAMP AND HOUSING FACILITIES

The Contractor in accordance with Clause 6 of the Conditions of Contract shall provide description of his construction camp's facilities and staff housing requirements.

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

The bidder shall list or explain his plans for providing these facilities for the service of the contract as follows:

1. Site Preparation (clearing, land preparation, etc.).
2. Provision of Services.
 - a) Power (expected power load, etc.).
 - b) Water (required amount and system proposed).
 - c) Sanitation (sewage disposal system, etc.).
3. Construction of Facilities
 - a) Contractor's Office. Workshop and Work Areas (areas required and proposed layout, type of construction of buildings, etc.).
 - b) Warehouses and Storage Areas (area required, type of construction and layout).
 - c) Housing and Staff Facilities (Plans for housing for proposed staff, layout, type of construction, etc.).
4. Construction Equipment Assembly and Preparation (detailed plans for carrying out this activity).
5. Other Items Proposed (Security services, etc.).
6. Detail of Testing Lab with Testing Equipment etc.

BI-1

Appendix-I to Bid

LIST OF SUBCONTRACTORS

I/We intend to subcontract the following parts of the work to subcontractors. In my/our opinion, the subcontractors named hereunder are reliable and competent to perform that part of the work for which each is listed.

Enclosed are documentation outlining experience of subcontractors, the curriculum vitae and experience of their key personnel who will be assigned to the contract, equipment to be supplied by them, size, location and type of contracts carried out in the past.

| Part of Works (Give Details) | Subcontractor (With Complete Address) |
|---------------------------------|--|
| 1 | 2 |
| | |

BJ-1

Appendix-J to Bid

ESTIMATED PROGRESS PAYMENTS (SAMPLE)

Bidder's estimate of the value of work which would be executed by him during each of the periods stated below, based on his Programme of the works and the Rates in the Bill of Quantities, expressed in Pakistani Rupees:

| Quarter/ Year/ Period | Amounts (in thousands) |
|-------------------------|---------------------------|
| 1 | 2 |
| 1st Quarter | |
| 2 nd Quarter | |
| 3 rd Quarter | |
| 4 th Quarter | |
| 5 th Quarter | |
| 6 th Quarter | |
| 7 th Quarter | |
| 8 th Quarter | |
| 9 th Quarter | |
| Bid Price | |

BK-1

Appendix-K to Bid

**ORGANIZATION CHART
FOR THE
SUPERVISORY STAFF AND LABOUR**

(To be filled in by the bidder)

(INTEGRITY PACT)

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC; PAYABLE BY
CONTRACTORS.**

(FOR CONTRACTS WORTH RS. 10.00 MILLION OR MORE)

Contract No. _____ Dated _____

Contract Value: _____

Contract Title: _____

..... [name of Contractor] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh (GoS) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoS) through any corrupt business practice.

Without limiting the generality of the foregoing, [name of Contractor] 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, from Procuring Agency (PA) except that which has been expressly declared pursuant hereto.

[name of Contractor] accepts full responsibility and strict liability 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 PA and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[Name of Contractor] 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 PA under any law, contract or other instrument, be voidable at the option of PA.

Notwithstanding any rights and remedies exercised by PA in this regard, [name of Supplier/Contractor/Consultant] agrees to indemnify PA for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to PA in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Contractor] 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 PA.

.....
[Procuring Agency]

[Contractor]

TENDER NO: 519

[FORM: J]

BID EVALUATION CRITERIA

Please fill out the "Mandatory Section" here and submit the "Marking Section" in the "Technical Schedule".

| S. No | Info Required | MANDATORY SECTION | Page No. |
|-------|---------------|--|----------|
| 1 | Technical | Valid registration with Pakistan Engineering Council (PEC) | |
| 2 | Technical | Registration with Income Tax – NTN (Attach Certificate) | |
| 3 | Technical | FBR – Active Tax Payer Status – Attach evidence | |
| 4 | Technical | a) General Sales Tax Registration b) Sindh Sales Tax (if applicable) Sindh Revenue Board (Attach Certificate) | |
| 5 | Technical | Copy of the Pay order / Bank Draft of Bid security / Earnest money should be attach without showing the amount along with technical bid documents (Original bid security should be attached with financial proposal) | |
| 6 | Technical | Compliance of Terms & Conditions / Instructions in the Bidding Documents (Must submit the entire BIDDING DOCUMENTS, duly signed & stamped on each page with Technical Proposal). The supplier must have to quote the price of each and every item in the Bill of Quantities. | |
| 7 | Technical | Submission of undertaking on legal valid and attested stamp paper that the firm is not blacklisted by any institute of Federal, Provincial Government or any Organization anywhere in Pakistan (Undertaking should be attached as sample FORM 'D'. | |
| 8 | Technical | Company's detailed profile. | |

SINDH INSTITUTE OF UROLOGY AND TRANSPLANTATION

CONSTRUCTION OF COLD STORAGE ROOM AT SIUT

TENDER NO: 519

Technical Specifications & Details

| COLD ROOM DETAILS | |
|---|--|
| INTERNAL DIMENSIONS OF 2 Nos. Room | |
| a) SIUT-Meharunnissa Korangi, Karachi | 18' x 22' x 9' |
| b) SIUT-Children & Cardiac Hospital, Karachi. | 9' x 12' x 9' |
| Room Temperatures | + 4°C |
| Product – in Temp | + 25°C |
| Product | Pharmaceutical Products |
| Location | Karachi, Pakistan |
| Max. Ambient Temperature | + 43°C |
| INSULATED WALL PANELS PACKAGE | |
| Thickness of Wall Panels | 100 mm (4 Inches) |
| Insulation of Wall Panels | PIR Foam (CFC Free) |
| Density of Wall Panels | 40 - 42 Kg / m ³ |
| Wall Cladding | Hot Dip galvanized Steel of 0.5mm polyester coated white RAL 9002/9003 with nylon protective film on both sides. |
| Wall Panel's Connection | Panels are joined together with means of double tongue and grooves joints. |
| Panel Accessories | Rivets, external flashings, internal flashing, silicon, arbomast. |
| FLOOR INSULATED | |
| 2 layers of 50 mm thickness insulation at all Floors to be provided, extruded polystyrene boards having a density of 32 - 35 kg / m ³ and suitable layer of bitumen @ 1.25 KG per square meter with plastic sheet weighing 100 gm per sqm to be laid. | |
| Providing and laying tiles of approved manufacturer on floor to be laid with tile adhesive (dry bond) over already laid power float finish concrete including grouting, levelling, finishing, curing etc. Complete as per drawings, specifications and as directed by the Engineer. | |
| Polystyrene sheets should be covered with Plastic Sheet as vapor barrier & RCC should be laid as per civil engineer recommendation. | |
| INSULATED DOORS | |
| Single Leaf hinged doors with complete fittings and accessories like door frame, internal and external handles, door gasket etc. Clear Opening: 900 x 1,900mm – 1 no. | |
| STRI curtain PVC made with SS hooks and plates cover full door length. | |

SINDH INSTITUTE OF UROLOGY AND TRANSPLANTATION

CONSTRUCTION OF COLD STORAGE ROOM AT SIUT

TENDER NO: 519

Technical Specifications & Details

SUPPLY AND INSTALLATION OF LIGHTS

Supply and installation of special lights should be vapor proof and Protection according to IP65.

Type of Lights :Double Tube Fluorescent Lights – 72 watts each Total No. of Lights Two (02) Nos.

REFRIGERATION EQUIPMENT

Condensing Unit: Bitzer – Germany, condensing unit with Semi-Hermetic Reciprocating Compressor and Air-cooled Condenser.

Evaporator: Forced air type commercial evaporator will be installed inside the room, direct expansion type with copper tubes and aluminum fins fixed in white PVC coated steel casing with below dripping pan made of heavy duty aluminum washable. Air will be drawn through the coil and directly discharged in the room for better air diffusion and efficiency.

Atmosphere friendly Refrigerant R 134A

EQUIPMENT DETAILS, MODELS AND CAPACITY

Condensing Unit with Bitzer Compartment. Submit all the details, make and capacity (One Standby / One Operating).

REFRIGERATION AND ELECTRICAL ACCESSORIES

Refrigeration Accessories: Each Unit will be supplied with Danfoss / Emerson refrigeration accessories such as Filter Drier, Dual Pressure Switch, Oil Pressure Switch, Oil Separator, Solenoid Valve, Shutoff Valve, Expansion Valve, and Sight Glass.

Piping & Fittings: For each unit maximum 2 lengths (40ft) piping will be supplied with related fittings. Piping lengths exceeding to above will be charged @ Rs. _____/-

ELECTRICAL CONTROL PANEL AND ELECTRICAL ACCESSORIES

Each unit will be supplied with a specifically designed control panel for refrigeration system, fully automatic control panel electrical board (400V/3Ph/50Hz) made according to IP54 standard with main interlocking switch. Panel will be complete with following:

| COMPONENTS | MAKE |
|--|-----------|
| Magnetic Contactors | Schneider |
| Electric Over Current Relay (EOCR) | Schneider |
| Electric Voltage Relay (EVR) | Schneider |
| Three Phase Circuit Breaker (TP) | Schneider |
| Single Phase Circuit Breaker (SP) | Schneider |
| Motor Circuit Breaker (MCB) | Schneider |
| Microprocessor Temperature Controller | Eli well |
| Digital Control Panel (Separate for each system) | |

ELECTRICAL ACCESSORIES:

Each unit will be supplied with internal wiring for compressor, condensing unit fans, HP/LP, Evaporator fans and control wiring up to our control panel.

Tender No. 519 SIUT

[FORM: G]

TECHNICAL SCHEDULE

CONSTRUCTION OF COLD STORAGE ROOM.

| PRODUCT GENERAL INFORMATION | | | | | | | To be filled by Technical Committee | | | | | | | To be filled by Finance | | | | | Total | |
|-----------------------------|------------------|--------------|---------------|------------|--------------|------|-------------------------------------|---|--|--|---|------------------|--|---|--------------------------------|---|---|--|---|-------------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | |
| S.No | Tender Item Code | Name of item | Supplier Name | Brand Name | Manufacturer | Unit | Required Quantity | a) Offered to item / sample fully compliant with the with the required Specifications - 40 Points b) Offered to item / sample fully compliant with the withminor deviation ≤ 10 from required specifications and quality - 20 Points c) Major deviation(s) form Tender specifications or substandard - 00 Point | Head Office on Karachi (Attach evidence) | "Past Performance of the Bidder. The firm will attach purchase order along with relevant delivery chalan of Government /Semi Government /Teching Hospitals A- No of Hospitals (attached evidence) (i) 1= points 05, (ii) 2-4 points 05, 06 or more = points 10. | Market Business Experience No of Years (Attach evidence) a) 1 Year to 5 Year 01 Points b) 6 Year to 10 Year 02 Points c) 11 or more years = 04 Point | Bidder's Website | SECP Incorporation Certificate (Attach evidence) | ISO certificate 9001 (Atttech evidence) | Bank Certificate (Attach copy) | Bank statement of Last year (Attach copy) | Financial soundness: Turnover (Sales) 2020-21 (Attach Copy) Above 400 Million 5 Points 400 Million to 100 Million 3 Points Upto 100 Million 2 Points (Attited evidence) | Income Tax Return for last two years – (Attach copy) | Audited Financial Statement for last two years- (Attach copy) | Total Marks |
| Marks | | Cold Room | | | | | 45 | 5 | 10 | 4 | 3 | 4 | 4 | 5 | 5 | 5 | 5 | 5 | 100 | |

For Example

| | | | | | | | | | | | | | | | | | | | |
|------|---------|-----------|-------------|-----|------------|------|----|-------|-------------|-------------|-------------|-------------|-------------|--------------------|----------------|------------|------------|------------|--|
| ie 1 | ie 0001 | Cold Room | xyz Pvt Ltd | ABC | xyz Pharma | Sft. | 01 | Blank | Yes, P # 24 | Yes, P # 25 | Yes, P # 25 | Yes, P # 11 | Yes, P # 11 | 2 Hospitals P # 10 | 3 years P # 18 | Yes, P # 2 | Yes, P # 3 | Yes, P # 4 | |
|------|---------|-----------|-------------|-----|------------|------|----|-------|-------------|-------------|-------------|-------------|-------------|--------------------|----------------|------------|------------|------------|--|

A. SIUT-Meharunnissa Korangi, Karachi

| | | | | | | | | | | | | | | | | | | | |
|---|--|--|--|--|--|-----|------|--|--|--|--|--|--|--|--|--|--|--|--|
| 1 | | Wall & Ceiling Panels - 100mm | | | | Sft | 1512 | | | | | | | | | | | | |
| 2 | | Panel Fixing Accessories | | | | Sft | 1512 | | | | | | | | | | | | |
| 3 | | Floor Insulation (XPS) | | | | Sft | 396 | | | | | | | | | | | | |
| 4 | | One Hinged Door - 1,200 x 2,000mm (H) | | | | No. | 1 | | | | | | | | | | | | |
| 5 | | IP 65 Lights 2 x 72 Watts | | | | No. | 2 | | | | | | | | | | | | |
| 6 | | Installation of Insulated Panels & Doors at site | | | | Job | 1 | | | | | | | | | | | | |

Tender No. 519 SIUT

[FORM: G]

TECHNICAL SCHEDULE

CONSTRUCTION OF COLD STORAGE ROOM.

| PRODUCT GENERAL INFORMATION | | | | | | | To be filled by Technical Committee | | | | | | | To be filled by Finance | | | | | Total | |
|-----------------------------|------------------|--|---------------|------------|--------------|------|-------------------------------------|---|--|---|---|------------------|--|---|--------------------------------|---|--|--|---|-------------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | |
| S.No | Tender Item Code | Name of item | Supplier Name | Brand Name | Manufacturer | Unit | Required Quantity | a) Offered to item / sample fully compliant with the with the required Specifications 40 Points b) Offered to item / sample fully compliant with the withminor deviation ≤ 10 from required specifications and quality 20 Points c) Major deviation(s) form Tender specifications or substandard 00 Point | Head Office on Karachi (Attach evidence) | "Past Performance of the Bidder: The firm will attach purchase order along with relevant delivery challan of Government /Semi Government / Teaching Hospitals A- No of Hospitals (attached evidence) (i) 1= points 05, (ii) 2-4 points 05, 06 or more = points 10, | Market Business Experience No of Years (Attach evidence) a) 1 Year to 5 Year 01 Points b) 6 Year to 10 Year 02 Points c) 11 or more years = 04 Point | Bidder's Website | SECP Incorporation Certificate (Attach evidence) | ISO certificate 9001 (Atttech evidence) | Bank Certificate (Attach copy) | Bank statement of Last year (Attach copy) | Financial soundness: Turnover (Sales) 2020-21 (Attach Copy) Above 400 Million 5 Points 400 Million to 100 Million 3 Points Upto 100 Million 2 Points (Atttited evidence) | Income Tax Return for last two years – (Attach copy) | Audited Financial Statement for last two years- (Attach copy) | Total Marks |
| Marks | | Cold Room | | | | | | 45 | 5 | 10 | 4 | 3 | 4 | 4 | 5 | 5 | 5 | 5 | 5 | 100 |
| 7 | | Refrigeration Equipment including air-cooled condensing unit with matching evaporators (2 sets of Cond. Units and evaporators, one working and one standby), with complete Refrigeration Piping and Accessories including Gas Charging | | | | Set | 2 | | | | | | | | | | | | | |
| 8 | | Electrical control panel with complete electrical wiring and accessories | | | | Set | 2 | | | | | | | | | | | | | |
| 9 | | Installation of Refrigeration Equipment | | | | Set | 2 | | | | | | | | | | | | | |
| 10 | | Testing & Commisioning | | | | Job | 1 | | | | | | | | | | | | | |
| 11 | | Piping & Fittings: For each unit maximum 2 lengths (40ft) piping will be supplied with related fittings. Piping lengths exceeding to above will be charged @. | | | | Rft | 40 | | | | | | | | | | | | | |

Tender No. 519 SIUT

[FORM: G]
TECHNICAL SCHEDULE

CONSTRUCTION OF COLD STORAGE ROOM.

| PRODUCT GENERAL INFORMATION | | | | | | | To be filled by Technical Committee | | | | | | | To be filled by Finance | | | | | Total | |
|-----------------------------|--|--|---------------|------------|--------------|------|-------------------------------------|--|--|---|------------------|--|--|--------------------------------|---|--|--|---|-------------|-----|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | |
| S.No | Tender Item Code | Name of item | Supplier Name | Brand Name | Manufacturer | Unit | Required Quantity | a) Offered to item / sample fully compliant with the with the required Specifications - 40 Points b) Offered to item / sample fully compliant with the with minor deviation ≤ 10 from required specifications and quality - 20 Points c) Major deviation(s) form Tender specifications or substandard 00 Point | Head Office on Karachi (Attach evidence) | "Past Performance of the Bidder: The firm will attach purchase order along with relevant delivery challian of Government /Semi Government / Teaching Hospitals A- No of Hospitals (attached evidence) (i) 1= points 05, (ii) 2-4 points 05, 06 or more = points 10, Market Business Experience No of Years (Attach evidence) a) 1 Year to 5 Year 01 Points b) 6 Year to 10 Year 02 Points c) 11 or more years = 04 Point | Bidder's Website | SECP Incorporation Certificate (Attach evidence) | ISO certificate 9001 (Attech evidence) | Bank Certificate (Attach copy) | Bank statement of Last year (Attach copy) | Financial soundness: Turnover (Sales) 2020-21 (Attach Copy) Above 400 Million 5 Points 400 Million to 100 Million 3 Points Upto 100 Million 2 Points (Attted evidence) | Income Tax Return for last two years – (Attach copy) | Audited Financial Statement for last two years- (Attach copy) | Total Marks | |
| Marks | | Cold Room | | | | | | 45 | 5 | 10 | 4 | 3 | 4 | 4 | 5 | 5 | 5 | 5 | 5 | 100 |
| B. | SIUT CHILDREN & CARDIAC HOSPITAL - (B) | | | | | | | | | | | | | | | | | | | |
| 1 | | Wall & Ceiling Panels - 100mm | | | | Sft | 594 | | | | | | | | | | | | | |
| 2 | | Panel Fixing Accessories | | | | Sft | 594 | | | | | | | | | | | | | |
| 3 | | Floor Insulation (XPS) | | | | Sft | 108 | | | | | | | | | | | | | |
| 4 | | One Hinged Door - 1,200 x 2,000mm (H) | | | | No | 1 | | | | | | | | | | | | | |
| 5 | | IP 65 Lights 2 x 72 Watts | | | | No | 2 | | | | | | | | | | | | | |
| 6 | | Installation of Insulated Panels & Doors at site | | | | Sft | 1 | | | | | | | | | | | | | |
| 7 | | Refrigeration Equipment including air-cooled condensing unit with matching evaporators (2 sets of Cond. Units and evaporators, one working and one standby), with complete Refrigeration Piping and Accessories including Gas Charging | | | | Sft | 2 | | | | | | | | | | | | | |
| 8 | | Electrical control panel with complete electrical wiring and accessories | | | | Set | 2 | | | | | | | | | | | | | |
| 9 | | Installation of Refrigeration Equipment | | | | Set | 2 | | | | | | | | | | | | | |
| 10 | | Testing & Commisioning | | | | Job | 1 | | | | | | | | | | | | | |

Tender No. 519 SIUT

[FORM: G]

TECHNICAL SCHEDULE

CONSTRUCTION OF COLD STORAGE ROOM.

| PRODUCT GENERAL INFORMATION | | | | | | | To be filled by Technical Committee | | | | | | | To be filled by Finance | | | | | Total | |
|-----------------------------|------------------|---|---------------|------------|--------------|------|-------------------------------------|---|--|---|---|------------------|--|--|--------------------------------|---|---|--|---|-------------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | |
| S.No | Tender Item Code | Name of item | Supplier Name | Brand Name | Manufacturer | Unit | Required Quantity | a) Offered to item / susmple fully compliant with the with the required Specifications - 40 Points b) Offered to item / susmple fully compliant with the withminor deviation ≤ 10 from required specifications and quality 20 Points c) Major deviation(s) form Tender specifications or substandard 00 Point | Head Office on Karachi (Attach evidence) | "Past Performance of the Bidder: The firm will attach purchase order along with relevant delivery chaliain of Government /Semi Government / Teaching Hospitals. A- No of Hospitals (attached evidence) (i) 1= points 05, (ii) 2-4 points 05, 06 or more = points 10. | Market Business Experience No of Years (Attach evidence) a) 1 Year to 5 Year 01 Points b) 6 Year to 10 Year 02 Points c) 11 or more years = 04 Point | Bidder's Website | SECP Incorporation Certificate (Attach evidence) | ISO certificate 9001 (Aitech evidence) | Bank Certificate (Attach copy) | Bank statement of Last year (Attach copy) | Financial soundness: Turnover (Sales) 2020-21 (Attach Copy) Above 400 Million 5 Points 400 Million to 100 Million 3 Points Upto 100 Million 2 Points (Attided evidence) | Income Tax Return for last two years – (Attach copy) | Audited Financial Statement for last two years- (Attach copy) | Total Marks |
| Marks | | Cold Room | | | | | | 45 | 5 | 10 | 4 | 3 | 4 | 4 | 5 | 5 | 5 | 5 | 5 | 100 |
| 11 | | Piping & Fittings: For each unit maximum 2 lengths (40ft) piping will be supplied with related fittings. Piping lengths exceeding to above will be charged @. | | | | Rft | 40 | | | | | | | | | | | | | |

QUALIFYING MARKS: 70%

Financial bids of only "Technically Responsive Bidders" will be opened.

Note:

- If no evidence is attached for any technical specification mentioned above then the response will be considered as negative even if 'Yes' is given in the Bid Technical Schedule.
- The technical evaluation carried out by the Procurement Committee BIUT, Nawabshah will be final which will be assessed on technical aspect and clinical experience basis of the Consultant (s) in the relevant speciality. In case no firm fulfills the scoring criteria, the procurement committee remarks will be considered as final
- Hardcopy & softcopy of this Form-G is Mandatory.

Delivery iv) Items are to be supplied within 7 to 15 days from the date of Purchase Order, in case of imports by BIUT Nawabshah, items should be supplied within 45 days

Price Schedule
Submission of Financial Bid
Tender No. 519 SIUT
CONSTRUCTION OF COLD STORAGE ROOM.

Note : Please read instruction at the end of this sheet before filling out this Schedule.

| S. No | Item Code | Item Description | Company Name | Brand Name | Manufacturer | Unit | Required Quantity | Rate in PKR / Per Unit | Amount Loading and Unloading at Site | SRB | Total Amount in (PKR) | C&F Rate | Foreign Currency | Conversion Rate must be entered | Total Amount C&F | Earnest Money @ 1% of Bid Amount | Delivery Schedule | Remarks (if any) |
|-------|-----------|------------------|--------------|------------|--------------|------|-------------------|------------------------|--------------------------------------|-----|-----------------------|----------|------------------|---------------------------------|------------------|----------------------------------|-------------------|------------------|
| A | B | C | D | E | F | | G | J | I | J | K | L | M | N | O | P | Q | R |

A. SIUT-Meharunnissa Korangi, Karachi

| | | | | | | | | | | | | | | | | | | |
|----|--|--|--|--|--|-----|-----|--|--|--|--|--|--|--|--|--|--|--|
| 1 | | Wall & Ceiling Panels - 100mm | | | | Sft | 594 | | | | | | | | | | | |
| 2 | | Panel Fixing Accessories | | | | Sft | 594 | | | | | | | | | | | |
| 3 | | Floor Insulation (XPS) | | | | Sft | 108 | | | | | | | | | | | |
| 4 | | One Hinged Door - 1,200 x 2,000mm (H) | | | | No | 1 | | | | | | | | | | | |
| 5 | | IP 65 Lights 2 x 72 Watts | | | | No | 2 | | | | | | | | | | | |
| 6 | | Installation of Insulated Panels & Doors at site | | | | Sft | 1 | | | | | | | | | | | |
| 7 | | Refrigeration Equipment including air-cooled condensing unit with matching evaporators (2 sets of Cond. Units and evaporators, one working and one standby), with complete Refrigeration Piping and Accessories including Gas Charging | | | | Set | 2 | | | | | | | | | | | |
| 8 | | Electrical control panel with complete electrical wiring and accessories | | | | Set | 2 | | | | | | | | | | | |
| 9 | | Installation of Refrigeration Equipment | | | | Set | 2 | | | | | | | | | | | |
| 10 | | Testing & Commissioning | | | | Job | 1 | | | | | | | | | | | |
| 11 | | Piping & Fittings: For each unit maximum 2 lengths (40ft) piping will be supplied with related fittings. Piping lengths exceeding to above will be charged @. | | | | Rft | 40 | | | | | | | | | | | |

Price Schedule
Submission of Financial Bid
Tender No. 519 SIUT
CONSTRUCTION OF COLD STORAGE ROOM.

Note : Please read instruction at the end of this sheet before filling out this Schedule.

| S. No | Item Code | Item Description | Company Name | Brand Name | Manufacturer | Unit | Required Quantity | Rate in PKR / Per Unit | Amount Loading and Unloading at Site | SRB | Total Amount in (PKR) | C&F Rate | Foreign Currency | Conversion Rate must be entered | Total Amount C&F | Earnest Money @ 1% of Bid Amount | Delivery Schedule | Remarks (if any) |
|-------|-----------|------------------|--------------|------------|--------------|------|-------------------|------------------------|--------------------------------------|-----|-----------------------|----------|------------------|---------------------------------|------------------|----------------------------------|-------------------|------------------|
| A | B | C | D | E | F | | G | J | I | J | K | L | M | N | O | P | Q | R |

B. SIUT CHILDREN & CARDIAC HOSPITAL

| | | | | | | | | | | | | | | | | | | |
|----|--|--|--|--|--|-----|-----|--|--|--|--|--|--|--|--|--|--|--|
| 1 | | Wall & Ceiling Panels - 100mm | | | | Sft | 594 | | | | | | | | | | | |
| 2 | | Panel Fixing Accessories | | | | Sft | 594 | | | | | | | | | | | |
| 3 | | Floor Insulation (XPS) | | | | Sft | 108 | | | | | | | | | | | |
| 4 | | One Hinged Door - 1,200 x 2,000mm (H) | | | | No | 1 | | | | | | | | | | | |
| 5 | | IP 65 Lights 2 x 72 Watts | | | | No | 2 | | | | | | | | | | | |
| 6 | | Installation of Insulated Panels & Doors at site | | | | Sft | 1 | | | | | | | | | | | |
| 7 | | Refrigeration Equipment including air-cooled condensing unit with matching evaporators (2 sets of Cond. Units and evaporators, one working and one standby), with complete Refrigeration Piping and Accessories including Gas Charging | | | | Set | 2 | | | | | | | | | | | |
| 8 | | Electrical control panel with complete electrical wiring and accessories | | | | Set | 2 | | | | | | | | | | | |
| 9 | | Installation of Refrigeration Equipment | | | | Set | 2 | | | | | | | | | | | |
| 10 | | Testing & Commissioning | | | | Job | 1 | | | | | | | | | | | |
| 11 | | Piping & Fittings: For each unit maximum 2 lengths (40ft) piping will be supplied with related fittings. Piping lengths exceeding to above will be charged @. | | | | Rft | 40 | | | | | | | | | | | |

Price Schedule
Submission of Financial Bid
Tender No. 519 SIUT
CONSTRUCTION OF COLD STORAGE ROOM.

Note : Please read instruction at the end of this sheet before filling out this Schedule.

| S. No | Item Code | Item Description | Company Name | Brand Name | Manufacturer | Unit | Required Quantity | Rate in PKR / Per Unit | Amount Loading and Unloading at Site | SRB | Total Amount in (PKR) | C&F Rate | Foreign Currency | Conversion Rate must be entered | Total Amount C&F | Earnest Money @ 1% of Bid Amount | Delivery Schedule | Remarks (if any) |
|-------|-----------|------------------|--------------|------------|--------------|------|-------------------|------------------------|--------------------------------------|-----|-----------------------|----------|------------------|---------------------------------|------------------|----------------------------------|-------------------|------------------|
| A | B | C | D | E | F | | G | J | I | J | K | L | M | N | O | P | Q | R |

INSTRUCTIONS

Following Content should not be altered:

- A Serial No.
- B Item Code
- C Item Description
- G Required Quantity.

Following Content should be inserted as described:

- D Insert Company Name, which should be according to tax registration record.
- E Insert Brand Name of Item
- F Insert Name of Manufacturer.
- H Insert Rate in Pak Rupees, single unit only.
- I Insert Pack size of Item i.e. 1 / 10 / 12 (Number of item in each pack).
- J Insert Sales Tax, Impart Duty and ither Taxes (if any)
- K Sheet will calculate by itself.
- L Insert C&F Rate , single unit only.
- M Insert Currency of FCY (e.g. USD, CHF, EURO, JPY, SGD, etc)
- N Insert Conversion Rate (Exchange rate should be of 7 working day prior to the opening date of Bid).
- O Sheet will calculate by itself.
- P Sheet will calculate by itself.
- Q Insert Delivery Schedule
- R Insert Remarks if any
- i) In case of alternate item kindly write required details at the end of the last columns in the same row and don't change the Item Code mentioned in Tender Specification.
- ii) Data should be input in Text and number formate only.
- iii) No cell should be merged.

Note : - Data must be filled in all columns except A, B ,C, G, H, K, O & P. please do not create your own file rather fill this sheet as provided by BIUT.

10 order quantities of machines will be placed in the first phase, and a second 10-order quantity will be placed as and when required.