OFFICE OF THE
ASSISTANT INSPECTOR GENERAL OF POLICE,
SECURITY SINDH, KARACHI

Tel: 021-99243864 Fax: 021-99243865
email: ssu.sindh@gmail.com

No. AIGP/SSU/ GNBR/1186 /2016, Dated: 05-03-2016

The director,
Admin & Finance, SPPRA
Govt. of Sindh,
Block No. 8, Sindh Secretariat No. 4-A,
Court Road, Karachi.

Subject: **HOISTING OF BIDDING DOCUMENTS FOR THE TENDER OF REPAIR / RENOVATION OF SPECIAL SECURITY UNIT (SSU) SINDH KARACHI**

Enclosed please find herewith Bidding Document and draft Notice Inviting Tender (Instructions) for the hoisting on the SPPRA website. Detail of the documents is as follow:

S.No.	Description	Quantity of Pages
01	Bidding Document	50 Pages
02	Draft NIT (Instructions)	01 Page
03	Annual Procurement Plan	01 Page
04	Committee Order	01 Page
05	Redressal of Grievances and settlement of dispute committee order	01 Page
Total		54 Pages

It is therefore requested that aforementioned documents may please be hoisted at SPPRA website (www.pprasindh.gov.pk).

Lt (R) Maqsood Ahmed) TI, PSP
Assistant Inspector General of Police,
Security
Sindh, Karachi

Copy to:
Director IT CPO for hoisting on police website:

GNBR/3/5

OFFICE OF THE
ASSISTANT INSPECTOR GENERAL OF POLICE,
SECURITY SINDH, KARACHI

Tel: 021-99243864 Fax: 021-99243865
email: ssu.sindh@gmail.com

No. AIGP/SSU/ GNBR/ 1186 /2016, Dated: 03 -03-2016

The director,
Admin & Finance, SPPRA
Govt. of Sindh,
Block No. 8, Sindh Secretariat No. 4-A,
Court Road, Karachi.

Subject: **HOISTING OF BIDDING DOCUMENTS FOR THE TENDER OF REPAIR / RENOVATION OF SPECIAL SECURITY UNIT (SSU) SINDH KARACHI**

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Lt (R) Maqsood Ahmed) TI, PSP
Assistant Inspector General of Police,
Security
Sindh,Karachi

Copy to:
Director IT CPO for hoisting on police website:

NOTICE INVITING TENDER

1/- The Police Department Government of Sindh, invites sealed Tenders from eligible Bidders / Firms registered with Pakistan Engineering Council, Sindh Board of Revenue, Sales Tax and Income Tax Department for the Repair Renovation of Special Security Unit (SSU) Sindh, Karachi for the current financial year 2015-16.

S.No.	Repair Renovation of SSU	Estimated Cost	Tender Fee
1	Office Building	Rs. 500,000/-	Rs. 500/-

2/- Complete Details are available in Tender documents, which can be purchased from the office of the AIGP / Security Sindh Karachi near Hassan Square Karachi from 07-03-2016 to 24-03-2016 during office hours by submitting an application on their letterhead along with tender fees (non-refundable) and also be downloaded from the Sindh Police website (www.sindhpolice.gov.pk) or SPPRA website (www.pprasindh.gov.pk)

3/- Single Stage One Envelop by hand procedure will be followed, Bids in sealed envelopes should be submitted / dropped in the tender box kept in office of the AIGP / Security Sindh Karachi near Hassan Square Karachi up-to 24-03-2016 till 1200 hrs. The Bid shall be opened on the same day i.e. (24-03-2016) at 1230 hrs and at the same venue in the presence of Bidding Committee and intending bidders who choose to be present on the occasion.

4/- Bid Security 1% of the total bid in the form of Pay Order in favor of the AIGP / Security Sindh Karachi should be submitted with Bids.

5/- Only bids offered on the prescribed tender form issued by the Police department shall be accepted. However, additional sheets may be attached, if required.

6/- The Procuring Agency may reject any or all bids or postpone date as per relevant provisions of SPP Rules, 2010

-sd-

Lt (R) Maqsood Ahmed) TI, PSP
Assistant Inspector General of Police,
Security
Sindh,Karachi.

Contact Details

Tel: 021-992446450
Fax: 021-99243865

BIDDING DOCUMENTS

FOR

THE REPAIR / RENOVATION OF SPECIAL SECURITY UNIT (SSU) SINDH, KARACHI

TABLE OF CONTENTS

Description

INVITATION FOR BIDS

Form

INSTRUCTIONS TO BIDDERS

A. General

IB.1 Scope of Bid
IB.2 Source of Funds
IB.3 Eligible Bidders
IB.4 One Bid Per Bidder
IB.5 Cost of Bidding
IB.6 Site Visit

B. Bidding Documents

IB.7 Contents of Bidding Documents
IB.8 Clarification of Bidding Documents
IB.9 Amendment of Bidding Documents

C. Preparation of Bids

IB.10. Language of Bid
IB.11 Documents Accompanying the Bid
IB.12 Bid Prices
IB.13 Currencies of Bid and Payment
IB.14 Bid Validity
IB.15 Bid Security
IB.16 Alternate Proposals by Bidder
IB.17 Pre-Bid Meeting
IB.18 Format and Signing of Bid

D. Submission of Bids

IB.19 Sealing and Marking of Bids
IB.20 Deadline for Submission of Bids
IB.21 Late Bids
IB.22 Modification, Substitution and Withdrawal of Bids

E. Bid Opening and Evaluation

IB.23 Bid Opening
IB.24 Process to be Confidential
IB.25 Clarification of Bids
IB.26 Examination of Bids and Determination of Responsiveness
IB.27 Correction of Errors
IB.28 Evaluation and Comparison of Bids

F. Award of Contract

IB.29 Award
IB.30 Employer's Right to Accept any Bid and to Reject any or all Bids
IB.31 Notification of Award
IB.32 Performance Security
IB.33 Signing of Contract Agreement
IB.34 General Performance of the Bidders
IB.35 Integrity Pact
IB.36 Instructions Not Part of Contract

BIDDING DATA

FORM OF BID AND APPENDICES TO BID

FORM OF BID

Appendix-A to Bid : Special Stipulations
Appendix-B to Bid : Foreign Currency Requirements
Appendix-C to Bid : Price Adjustment (Under Clause 70)
Appendix-D to Bid : Bill of Quantities
Appendix-E to Bid : Proposed Construction Schedule
Appendix-F to Bid : Method of Performing the Work

Appendix-G to Bid	:	List of Major Equipment – Related Items
Appendix-H to Bid	:	Construction Camp and Housing Facilities
Appendix-I to Bid	:	List of Subcontractors
Appendix-J to Bid	:	Estimated Progress Payments
Appendix-K to Bid	:	Organization Chart of the Supervisory Staff and Labour
Appendix-L to Bid	:	Integrity Pact

FORMS

BID SECURITY
PERFORMANCE SECURITY
CONTRACT AGREEMENT
MOBILIZATION ADVANCE GUARANTEE/BOND

INVITATION FOR BIDS

INVITATION FOR BIDS

1. The Special Security Unit (SSU) Sindh Karachi (the Employer") intends to undergo The Contract for the Repair / Renovation of Special Security Unit (SSU) Sindh Karachi Bidding is open to all eligible Bidders.

2. The Employer invites sealed bids from eligible firms or persons licensed by the Sindh Board of Revenue, Sales Tax, Income Tax &Pakistan Engineering Council in the appropriate category for the Works. A foreign bidder is entitled to bid only in a joint venture with a Pakistani constructor in accordance with the relevant provisions of PEC bye-laws.

3. Bidders may obtain further information from, inspect at and acquire the Bidding Documents from the Office of the Employer, at Special Security Unit (SSU) Sindh Karachi, Hassan Square Police Headquarter Karachi.

4. A complete set of Bidding Documents may be purchased by an interested bidder on submission of a written application to the above office and upon payment of a non-refundable fee of Rs. 500/- for each scope of works

5. All bids must be accompanied by a Bid Security in the amount of 1% of the total cost or an equivalent amount in a freely convertible currency in favour of AIGP / Security, and must be delivered to in the office of AIGP / Security Special Security Unit (SSU) Sindh Karachi, Hassan Square Police Headquarter Karachi at or before 1200 hours, on 24-03-2016. Bids will be opened at 1230 hours on the same day (24-03-2016), in the presence of bidder's representatives who choose to attend at the same address. (Office of the AIGP/ Security Special Security Unit (SSU) Sindh Karachi, Hassan Square Police Headquarter Karachi.).Tel: 021-99243864

[Note: bid documents are available in the above mentioned office from 07-03-2016,the bids shall be opened at least thirty minutes after the deadline for submission of bids]

INSTRUCTIONS TO BIDDERS

(Note: These Instructions to Bidders along with Bidding Data will not be part of the Contract and will cease to have effect once the contract is signed.)

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 Bidding Documents, and summarised 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/received a loan/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 for Bids is open to all bidders meeting the following requirements:

a. Duly licensed by the Pakistan Engineering Council (PEC) in the category relevant to the value of the Works.

b. Duly prequalified / enlisted with the Employer.

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 Clause IB.16) will be disqualified.

IB.5 Cost of Bidding

5.1 The bidders 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. BIDDING DOCUMENTS

IB.7 Contents of Bidding Documents

7.1 The Bidding Documents, in addition to invitation for bids, are those stated below and should be read in conjunction with any Addenda issued in accordance with Clause IB.9.

1. Instructions to Bidders.
2. Bidding Data.
3. General Conditions of Contract, Part-I (GCC).
4. Particular Conditions of Contract, Part-II (PCC).
5. Specifications – Special Provisions.
6. Specifications - Technical Provisions.
7. Form of Bid & Appendices to Bid.
8. Bill of Quantities (Appendix-D to Bid).
9. Form of Bid Security.
10. Form of Contract Agreement.
11. Forms of Performance Security and Mobilization Advance Guarantee/Bond.
12. Drawings.

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 Bidder's own risk. Pursuant to Clause IB.26, bids which are not substantially responsive to the requirements of the Bidding Documents will be rejected.

IB.8 Clarification of Bidding Documents

8.1 Any prospective bidder requiring any clarification (s) in respect of the Bidding Documents may notify the Employer in writing at the Employer's address indicated in the Invitation for Bids. 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 Bidding Documents, including a description of the enquiry but without identifying its source.

IB.9 Amendment of Bidding 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 Bidding Documents by issuing addendum.

9.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub-Clause 7.1 hereof and shall be communicated in writing to all purchasers of the Bidding Documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the Employer.

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 OF BIDS

IB.10 Language of Bid

10.1 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 Particular Conditions of Contract. 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 bid language, in which case, for purposes of evaluation of the bid, the translation in bid language 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;

(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 along with average annual construction turnover;

(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.

And

(c) furnish a technical proposal taking into account the various Appendices to Bid specially the following:

Appendix-E to Bid	Proposed Repair / Renovation Schedule
Appendix-F to Bid	Method of Performing the Work
Appendix-G to Bid	List of Major Equipment
Appendix-K to Bid	Organization Chart for Supervisory Staff

and other pertinent information such as mobilization program etc;

11.2 Bids submitted by a joint venture of two (2) or more firms shall comply with the following requirements:

(a) The bid and in case of a successful bid, the Form of Contract 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 Sub-Para (b) above as well as in the Form of Bid and in the Form of Contract 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 to 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 Bidders' 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 Bidding Documents, the Contract shall be for the whole of the Works as described in Sub-Clause 1.1 hereof, based on the unit rates and / or prices submitted by the bidder.

12.2 The bidders shall fill in rates and prices for all items of the Works described in the Bill of Quantities. 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.

12.3 All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to the deadline for submission of bids shall be included in the rates and prices and the total Bid Price submitted by a bidder.

Additional / reduced duties, taxes and levies due to subsequent additions or changes in legislation shall be reimbursed / deducted as per Sub-Clause 70.2 of the General Conditions of Contract Part-I.

12.4 The rates and 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 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 (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 or authorized 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.

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 Clause IB.23.

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 which shall in no case be more than the original bid validity 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

15.1 Each bidder shall furnish, as part of his bid, a Bid Security 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 in Pakistan or from a foreign bank duly counter guaranteed by a Scheduled Bank in Pakistan or an insurance company having at least AA rating from PACRA/JCR in favor of the Employer valid for a period 28 days beyond the Bid Validity date.

15.3 Any bid not accompanied by an acceptable Bid Security 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 Contract Agreement.

15.6 The Bid Security may be forfeited:

(a) If the bidder withdraws his bid except as provided in Sub-Clause 22.1;

(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; or
(ii) Sign the Contract 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 Bidding 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 Bidding 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 Bidding 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 seven (7) days 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 Bidding Documents. Any modification of the Bidding 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 Bidding 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 Bidding 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:

(a) ORIGINAL and each copy of the Bid shall be separately sealed and put in separate envelopes and marked as such.

(b) The envelopes containing the ORIGINAL and copies will be put in one sealed envelope and addressed / identified as given in Sub- Clause 19.2 hereof.

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, Substitution and Withdrawal of Bids

22.1 Any bidder may modify**,** substitute orwithdraw his bid after bid submission provided that the modification, substitution or written notice of withdrawal is received by the Employer prior to the deadline for submission of bids.

22.2 The modification, substitution, or notice for 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", "SUBSTITUTION" or "WITHDRAWAL" as appropriate.

22.3 No bid may be modified by a bidder after the deadline for submission of bids except in accordance with Sub-Clauses 22.1 and 27.2.

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,substitution 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 bidders' representatives who are present shall sign a register evidencing their attendance.

23.2 Envelopes marked "MODIFICATION", "SUBSTITUTION"or "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**,** substitution 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.

23.4 Employer shall prepare minutes of the bid opening, including the information disclosed to those present in accordance with the Sub-Clause 23.3.

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 before the announcement of bid evaluation report which shall be done at least ten (10) days prior to issue of Letter of Acceptance. The announcement to all Bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated. 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. Whereas any bidder feeling aggrieved may lodge a written complaint not later than fifteen (15) days after the announcement of the bid evaluation report; however mere fact of lodging a complaint shall not warrant suspension of the procurement process.

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 is substantially responsive to the requirements of the Bidding Documents.

26.2 A substantially responsive bid is one which (i) meets the eligibility criteria;(ii) has been properly signed; (iii) is accompanied by the required Bid Security; and (iv) conforms to all the terms, conditions and specifications of the Bidding 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 Bidding Documents, the Employer's rights or the bidder's obligations under the Contract; or (iii) adoption/rectification 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 Summary Bill of Quantities, but including competitively priced Daywork; and
(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 Bill of Quantities 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.

F. AWARD OF CONTRACT

IB.29 Award

29.1 Subject to Clauses 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 Bidding 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 and qualify pursuant to Sub-Clause IB 29.2.

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

Provided that such qualification shall only be laid down after recording reasons therefor in writing. They shall form part of the records of that bid evaluation report.

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 except that the grounds for rejection of all bids shall upon request be communicated to any bidder who submitted a bid, without justification of grounds. Rejection of all bids shall be notified to all bidders promptly.

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 responsive or any other bidder shall be permitted, however, Employer may have clarification meetings to get clarify any item in the bid evaluation report.

31.3 The notification of award and its acceptance by the bidder will constitute the formation of the Contract, binding the Employer and the bidder till signing of the formal Contract Agreement.

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 and return their bid securities.

IB.32 Performance Security

32.1 The successful bidder shall furnish to the Employer a Performance Security in the form and the amount stipulated in the Bidding Data and the Conditions of Contract within a period of 28 days after the receipt of Letter of Acceptance.

32.2 Failure of the successful bidder to comply with the requirements of Sub-Clause IB.32.1 or Clauses IB.33 or IB.35 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

IB.33 Signing of Contract 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 Contract Agreement in the form 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 the Contract 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 any Bidder as reported by the employers of the previously awarded contracts, interalia, reject his bid and/or refer the case to the Pakistan Engineering Council (PEC). Upon such reference, PEC in accordance with its rules, procedures and relevant laws of the land 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-L to Bid in the Bidding Documents for all Federal Government procurement contracts exceeding Rupees ten million. Failure to provide such Integrity Pact shall make the bidder non-responsive.

IB.36 Instructions not Part of Contract

Bids shall be prepared and submitted in accordance with these Instructions which are provided to assist bidders in preparing their bids, and do not constitute part of the Bid or the Contract Documents.

BIDDING
DATA

BD-1

Bidding Data

Instructions to Bidders
Clause Reference

1.1 Special Security Unit (SSU) Sindh Karachi, Hassan Square Police Headquarter Karachi.

1.1 Repair / Renovation of Special Security Unit (SSU) Sindh Karachi,

2.1 Sindh Police

2.1 Rs. 500,000

10.1 Bid language:

English

11.1 (b)Prequalification Information to be updated:

[Indicate what items of information submitted with application forprequalification is to be updated. It may include: Evidence ofaccess to*financial resources, latest status* of*financial resourcescommitment* for*two years (including the current year). Worksawarded*during *the*interim period, availability *of*essential critical *equipment and information about litigation presently in process.]*

11.1(c) Furnish Bid Proposal:

The bidder to submit a Bid proposal in sufficient detail to demonstrate the adequacy of the bid in meeting requirements for timely completion of the Works.

BD-3

13.1 Bidders to quote entirely in Pak. rupees but specify the percentages of foreign currency they require.

14.1 Period of Bid Validity:

60 Days

15.1 Amount of Bid Security:

1% of the total cost

17.1 Venue, time, and date of the pre-Bid meeting:

Special Security Unit (SSU) Sindh Karachi, Hassan Square Police Headquarter Karachi. On 24-03-2016 at 1230 hours

18.4 Number of copies of the Bid to be completed and returned:
[One original and two copies]

19.2(a) Employer's address for the purpose of Bid submission:

Special Security Unit (SSU) Sindh Karachi, Hassan Square Police Headquarter Karachi.Phone No. Tel: 021-99243864 Fax: 021-99243865

19.2(b) Name and Number of the Contract:
Repair / Renovation of Special Security Unit (SSU) Sindh Karachi,

20.1(a) Deadline for submission of bids:

24-03-2016 at 1200 hrs

23.1 Venue, time, and date of Bid opening:

Special Security Unit (SSU) Sindh Karachi, Hassan Square Police Headquarter Karachi on *24-03-2016* at 1230hrs

32.1 Standard form and amount of Performance Security acceptable to the Employer:

An amount equal to 10 percent of the Contract Price for bank guarantee.

FORM OF BID
AND
APPENDICES TO BID

FB-1

FORM OF BID

Bid Reference No. _____
(Name of Contract/Works)

To:

_____
_____
_____

Gentleman,

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract. Specifications, Drawings and Bill of Quantities and Addenda Nos. _____for the execution of the above-named Works, we, the undersigned, offer to execute and complete such Works and remedy any defects therein in conformity with the Conditions of Contract. Specifications, Drawings, Bill of Quantities and Addenda for the sum of Rs. _____ (Rupees _____) or such other sum as may be ascertained in accordance with the said conditions.

2. We understand that all the Appendices attached hereto form part of this Bid.

3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of Rupees _____ (Rs. _____) drawn in your favor or made payable to you and valid for a period of _____days beginning from the date Bids are opened.

4. We undertake, if our Bid is accepted, to commence the Works and to complete the whole of the Works comprised in the Contract within the time stated in Appendix-A to Bid.

5. We agree to abide by this Bid for the period of _____ days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.

7. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other bidder for the Works.

8. 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 Bids for and on behalf of

_____
(Name of Bidder in Block Capitals)
(Seal)

Address:_____
_____
_____

Witness:

Signature: _____
Name: _____

Address. _____
_____
Occupation_____

BA-1
Appendix-A to Bid

SPECIAL STIPULATIONS
Clause
Conditions of Contract

1.	Engineer's Authority to issue Variation in emergency	2.1	1% of the Contract Pricestated in the Letter of Acceptance.
2.	Amount of Performance Security	10.1	10% of Contract Price stated in the Letter of Acceptance.
3.	Time for Furnishing Programme	14.1	Within 45 days from the date of receipt of Letter of Acceptance.
4.	Minimum amount of Third Party Insurance	23.2	Rs. _____ per occurrence with number of occurrences unlimited.
5.	Time for Commencement	41.1	Within 14 days from the date of receipt of Engineer's Notice to Commence which shall be issued within fourteen (14) days after signing of Contract Agreement.
6.	Time for Completion	43.1, 48.2	45days from the date of receipt of Engineer's Notice to Commence.
7.	a) Amount of Liquidated Damages	47.1	Rs. _____for each day of delay in completion of the Works subject to a maximum of 10% of Contract Price stated in the Letter of Acceptance.
	b) Amount of Bonus	47.3	Rs. _____for each day the Works are completed before the specified completion date of the Works subject to a maximum of 5% of Contract Price stated in the Letter of Acceptance.
8.	Defects Liability Period	49.1	_____ days from the effective date of Taking Over Certificate.
9.	Percentage of Retention Money	60.2	10 % of the amount of Interim Payment Certificate.
10.	Limit of Retention Money	60.2	5 % of Contract Price stated in the Letter of Acceptance.
11.	Minimum amount of Interim Payment Certificates (Running Bills)	60.2	Rs. _____
12	Time of Payment from delivery of Engineer's Interim Payment Certificate to the Employer.	60.10	30 days in case of local currency or 42 days in case of foreign funded projects.
13	Mobilization Advance * (Interest Free)	60.12	15 % of Contract Price stated in the Letter of Acceptance.

***** **Delete if alternative one is not adopted.**

BB-1
Appendix-B to Bid

FOREIGN CURRENCY REQUIREMENTS

1. The Bidder may indicate here in 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	----------
----------	----------
----------	----------

PRICE ADJUSTMENT UNDER CLAUSE 70 OF CONDITIONS OF CONTRACT

The source of indices and the weightages or coefficients for use in the adjustment formula under Clause 70 shall be as follows:

(To be filled by the Employer)

Cost Element	Description	Weightages	Applicable index
1	2	3	4
(i)	Fixed Portion	0.350	
(ii)	Local Labor		Government of Pakistan (GP) Federal Bureau of Statistics (FBS) Monthly Statistical Bulletin.
(iii)	Cement – in bags		" " "
(iv)	Reinforcing Steel		" " "
(v)	High Speed Diesel (HSD)		" " "
(vi)	Bricks		" " "
(vii)	Bitumen		" " "
(viii)			
	Total	1.000	

Notes:

1) Indices for "(ii)" to "(vii)" are taken from the Government of Pakistan Federal Bureau of Statistics, Monthly Statistical Bulletin. The base cost indices or prices shall be those applying 28 days prior to the latest day for submission of bids. Current indices or prices shall be those applying 28 days prior to the last day of the billing period.

2) Any fluctuation in the indices or prices of materials other than those given above shall not be subject to adjustment of the Contract Price.

3) Fixed portion shown here is for typical road project, Employer to determine the weightage of Fixed Portion considering only those cost elements having cost impact of seven (7) percent or more on his specific project.

(Employers using this price adjustment provisions may add or delete any elements as deemed appropriate to the project.)

Appendix-D to Bid

BILL OF QUANTITIES

A. Preamble

1. The Bill of Quantities shall be read in conjunction with the Conditions of Contract, Specifications and Drawings.

2. The quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work executed and measured by the Contractor and verified by the Engineer and valued at the rates and prices entered in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix as per the Contract.

3. The rates and prices entered in the priced Bill of Quantities shall, except insofar as it is otherwise provided under the Contract include all costs of Contractor's plant, labour , supervision, materials, execution, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the Contract. Furthermore all duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to deadline for submission of Bids, shall be included in the rates and prices and the total Bid Price submitted by the Bidder.

4. A rate or price shall be entered against each item in the priced Bill of Quantities, whether quantities are stated or not. The cost of items against which the Contractor will have failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities.

5. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Bill of Quantities, and where no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the Works.

6. General directions and description of work and materials are not necessarily repeated nor summarised in the Bill of Quantities. References to the relevant sections of the Bidding Documents shall be made before entering prices against each item in the priced Bill of Quantities.

7. Provisional sums included and so designated in the Bill of Quantities shall be expended in whole or in part at the direction and discretion of the Engineer in accordance with Sub-Clause 58.2 of Part I, General Conditions of Contract.

BILL OF QUANTITIES

B. Work Items

1. The Bill of Quantities contains the following Bills and Schedule:

(By way of example)

1	Scraping the old distemper preparing of distemper color the surface and supplying of specified made and color as desired by sub engineer
2	Surface of painting doors and windows

Work Schedule
Summary Bill of Quantities

2. Bidders shall price the Bill of Quantities in Pakistani Rupees only.

BD-3

Appendix-D to Bid

BILL OF QUANTITIES

Bill No. 1 Repair Renovation of SSU

Item	Description	Unit	Quantity	Rate		Amount
				Rupees in figures	Rupees in words	Rupees
1	2	3	4	5		6
101	Scraping the old distemper preparing of distemper color the surface and supplying of specified made and color as desired by sub engineer					
102	Surface of painting doors and windows					
103						
104						
105						
106						
107						
108						

Total for Bill No. 1 (Carried forward to Summary Page)				_____		

BD-4

C. Schedule Book

S.No.	Description	Qty	Rate	Unit	Amount
1	Scraping the old distemper preparing of distemper color the surface and supplying of specified made and color as desired by sub engineer	23262		P.SFT	
2	Surface of painting doors and windows	4260		P.SFT	

B-E

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 programme for completion of the whole of the Works and parts of the Works may meet Employer's completion targets in days noted below andcounted from the date of receipt of Engineer's Notice to Commence (Attach sheets as required for the specified form of Construction Schedule):

Description		**Time for Completion**
a)	Whole Works	_____45_____ days

BE-1

Appendix-E 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.]

BF-2

Appendix-F to Bid

LIST OF MAJOR EQUIPMENT

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 34 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.).

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**

Appendix-K to Bid

ORGANIZATION CHART
FOR THE
SUPERVISORY STAFF AND LABOUR

BL-1
Appendix-L to Bid

(INTEGRITY PACT)

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

Contract No._____ Dated _____
Contract Value: _____
Contract Title: _____

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

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

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

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

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

Name of Buyer: ……	Name of Seller/Supplier: ……
Signature: ……	Signature: ……
[Seal]	[Seal]

FORMS

BID SECURITY
PERFORMANCE SECURITY
CONTRACT AGREEMENT
MOBILIZATION ADVANCE GUARANTEE/BOND

BS-1

BID SECURITY
(**Bank Guarantee)**

Security Executed on _____
(Date)
Name of Surety (Bank) with Address: _____
(Scheduled Bank inPakistan)
Name of Principal (Bidder) with Address _____
_____
Penal Sum of Security Rupees . _____(Rs. _____)
Bid Reference No. _____
KNOW ALL MEN BY THESE PRESENTS, thatin pursuance of theterms of the Bid and at therequest of the said Principal (Bidder)we, theSurety above named, are held and firmly bound unto _____
(hereinafter called the 'Employer') in the sum stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

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

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

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

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

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

NOW THEREFORE, if the successful Bidder shall, within the period specified therefor, on the prescribed form presented to him for signature enter into a formal Contract with the said Employer in accordance with his Bid as accepted and furnish within twenty eight (28) days of his being requested to do so, a Performance Security with good and sufficient surety, as may be required, upon the form prescribed by the said Employer for the faithful performance and proper fulfilment of the said Contract or in the event of non-withdrawal of the said Bid within the time

specified for its validity then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

BS-2

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

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

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

SURETY (Bank)

WITNESS: Signature _____

1. _____ Name _____

_____ Title _____

Corporate Secretary (Seal) Corporate Guarantor (Seal)

2. _____

_____
Name, Title & Address

FORM OF PERFORMANCE SECURITY
(Bank Guarantee)

Guarantee No._____
Executed on _____
Expiry date _____

[Letter by the Guarantor to the Employer]

Name of Guarantor (Bank) with address:_____
(Scheduled Bank in Pakistan)

Name of Principal (Contractor) with address:_____
_____

Penal Sum of Security (express in words and figures)_____
_____

Letter of Acceptance No. _____Dated _____

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

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

_____ (Name of Project).

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the Employer, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of 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.

PS-2

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

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

IN WITNESS WHEREOF, the above-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)

CA-1

FORM OF CONTRACT AGREEMENT

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

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

NOW this Agreement witnesseth as follows:

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

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

3. No compensation shall be allowed for any delay cost in starting of the work

4. All works should be done in accordance with the specification has been mentioned in non schedule items for finished items work

5. The items and quantities, in the tender should not be treated as final it could be changed according to the site requirements and condition.

6. The running payment of work should be allowed against the supply of materials and subject.

7. No premium shall be allowed on Non Schedule items.

8. No separate payment for carriage of material shall be paid.

9. All material required shall be made procured and brought at site by contractor at his own cost from approved source.

10. No payment of extra items shall be made unless written order in given to contractor for execution and approved by the competent authority.

11. Income Tax shall be deducted from the bills on the value of work done and paid as per latest orders of competent authority

12. The completion time of this work is 90 days only, from the date of signed of this agreement.

13. In case of loss of the material / machinery & other equipments for repair / renovation brought by contractor, this unit will not be responsible.

14. The competent authority is authorized to demolish the un-satisfactory work done by the contractor and no payment will be made in this regard.

15. Contractor will be responsible for the curing of the water for all finishing masonry work minimum 07 days and will arrange any shortage of water himself.

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 Employer
_____
(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

_____

(Name, Title and Address)

Witness:

_____

(Name, Title and Address)

MG-1

MOBILIZATION ADVANCE GUARANTEE/BOND

Guarantee No._____ Date _____

WHEREAS _____(hereinafter called the 'Employer') has entered into a Contract for _____
(Particulars of Contract)
with _____ (hereinafter called the "Contractor').

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

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

AND WHEREAS, _____
(Scheduled Bank in Pakistan or Insurance Company acceptable to the Employer)
(hereinafter called the "Guarantor") at the request of the Contractor and in consideration of theEmployer 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 Employer for payment not exceeding the aforementioned amount.

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

This Guarantee shall 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.

GUARANTOR

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

WITNESS

1. _____
   _____
   Corporate Secretary (Seal)

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