



UNIVERSITY OF AGRICULTURE, FAISALABAD

STANDARD BIDDING DOCUMENT

Procurement of Civil Works

CONSTRUCTION OF A SCREEN HOUSE (50'X30'X12') (FRUIT VEGETABLE CROPS) WITH CONTROLLED IRRIGATION AT UNIVERSITY OF AGRICULTURE, FAISALABAD

INSTRUCTIONS TO

USERS OF THIS DOCUMENT

INSTRUCTIONS TO USERS OF THIS DOCUMENT

(Not to be included in Bidding Documents)

This standard Form of Bidding Documents for procurement of Works-SSTE Bidding Procedure is prepared with necessary changes where required, to make the document compatible with the Punjab Procurement Regulatory Authority Act, 2009 (PPRA Act-09), Punjab Procurement Rules, 2014 as amended upto-date (PPR-14) and Finance Department Govt. of Punjab Pakistan

As stated in Clause IB.7 of the Instructions to Bidders, the complete Bidding Documents shall comprise Seven items listed therein and any Addenda issued in accordance with Clause IB.9. The Standard Bidding Documents, in addition to Invitation for Bids, includes the following:

1. Instructions to Bidders.
2. Bid Data Sheet.
3. A Certificate that the bidder is not blacklisted by any Procuring Agency.
4. Bill of Quantities.
5. Form of Contract Agreement.

The Instructions to Bidders can be used as given. User may have to make changes in the text under some special circumstances. Any change should be made with care and only in the Section “Bid Data Sheet”.

The General Conditions of Contract and Special Conditions of Contract may be retained as such. Any further amendment in the Special Conditions of Contract can be made by the users only as indicated in Para E hereinafter or within the Special Conditions of Contract.

Completion of the Forms and preparation of Bill of Quantities should be made as suggested hereinafter.

The user (Procuring Agency/ Administrative Department/ Employer etc) is required to prepare the following for completion of the Bidding Documents:

- (i) Special Conditions of Contract (as specified herein).
- (ii) Specifications - Special Provisions.
- (iii) Specifications - Technical Provisions.
- (iv) Bill of Quantities.

The user’s attention is drawn to the Preface and it is once again emphasised that while preparing their part in SCC, Clause of Part I must be taken into consideration and, that the amendments made in Part II should be such as not to change the spirit of the document. However, in no case, the changes shall violate the PPRA Act, 2009 and the PPR-14 as amended upto-date.

A. Invitation for Bids

1. The “Invitation for Bids” is meant for publication in the national/ international newspapers, as well as on PPRA Website in case of Provincial Govt. procuring agencies. All the blank spaces are to be filled in by the Employer. The eligible bidders are defined in Clause IB.3 of Instructions to Bidders.
2. The notice should be published so as to give the prospective bidders sufficient time for preparation and submission of bids which shall not be less than fifteen days for national competitive bidding and thirty days for international competitive bidding depending on the size of the Works. The advertisement should preferably be sent at least 10-15 days before the date of publication to make up for the time consumed by the DGPR and to avoid violation of rule 14 of the PPR-14.
3. If the Works are not financed from loan/ credit, the first paragraph should be modified accordingly.
4. The non-refundable fee for the sale of Bidding Documents should be nominal so as to cover reproduction and mailing costs and to ensure that only bonafide bidders will apply.
5. The amount of Bid Security should be a lump sum figure ranging from 2 0% to 5% of the estimated cost of the Works and should be the same as given at Sub-Clause 15.1 of Instruction to Bidders.
6. The venue and time of receipt of bids and the venue and time of opening of bids are to be entered in the last paragraph of the Invitation for Bids. However, date for the receipt and opening of bids shall be same.

Contractor

(3)

Executive Engineer

B. Instructions, to Bidders and Bid Data

1. If the Works are not financed from a loan/credit, Sub-Para 2.1 of Bid Data should be modified accordingly.
2. The Employer shall prepare the documents listed at Serial Nos. 4,5,6,8 and 12 of Sub-Clause 7.1 of Instructions to Bidders and incorporate the same for completion of the documents comprising the Bid.
For completion of documents at Serial No. 7 and 8, detailed instructions are given at Para C below.
3. **Referring to Sub-Para 8.1 of Bid data sheet, the period should be inserted as 07 days.**
4. In Sub-Para 11.1 of Bid data sheet, the Employer should list pertinent information considered vital which is required to be updated to confirm that the bidder continues to meet the prequalification criteria.
5. Referring to Sub-Para 14.1 of Bid data sheet, the period of bid validity may range from ___ to ___ days depending upon the size of the Works, as decided by the Employer.
6. Referring to Sub-Para 15.1 of Bid data sheet, the amount is to be filled in by the Employer as a lump-sum figure ranging from 0% to 5% of the estimated cost of the Works.
7. Referring to Sub-Para 19.2 (b) of Bid data sheet, the Bid Reference Number should be the same as given in Invitation for Bids and the letters of Technical Bid and Financial Bid.
8. All blank spaces in the Bid data sheet are to be filled in by the Employer to complete this document.

C. Form of Bid and Appendices to Bid

1. **Form of Bid (Letters of Technical and Financial Bids)**

Only Bid Reference No. shall be filled in by the Employer (refer Para B.7 above). All other blanks are to be left open for filling in by the Bidder.

2. Appendix-A to Bid:

- (i) The minimum amount of third party insurance should be assessed by the Employer and entered at S. No. 6
- (ii) The time (in days) for completion of the whole of the Works shall be entered by the Employer at S. No. 8.
- (iii) The amount of Liquidated Damages per day of delay and amount of bonus if applicable shall be entered by the Employer at S. No. 9.
The amount of the Liquidated Damages for each day of delay in completion of the whole of the Works, or if applicable for any Section thereof, shall be a sum equal to 10 % of the Estimated Cost of the Works divided by one-fourth of the number of days specified as completion time.
- (iv) The Defects Liability Period is to be entered by the Employer at S. No. 10.
This is generally taken as ___ days
- (v) The minimum amount of Interim Payment Certificate should be determined by the Employer depending upon the size and duration of the Works and entered at S. No 13.

3. **Appendix-B to Bid:**

Where foreign currency payments are foreseen, the entire Appendix-B to Bid should be left blank for filling by the Bidder.

Where no foreign currency payments are foreseen, the Employer should stamp this Appendix-B as "Not Used" and, referring to Sub-Clauses 72.2 and 72.3 of Part I, state in Part II that all payments shall be in local currency only. Clause IB-13 should also be modified accordingly through the changes in Bid data sheet.

4. **Appendix-C to Bid:**

- (i) **Only contracts having duration of months or more should be liable to price adjustment.**
- (ii) User of the price adjustment provisions may add or delete any element as deemed appropriate.
- (iii) Blank spaces for weightage of each cost element in column 3 of the table should be filled by the Employer while preparing the Bidding Documents.
- (iv) In case the price adjustable elements are not covered in the Federal Bureau of Statistics/

provincial rates regime, the Base price and the source thereof shall be mentioned by the _____ and the corresponding column of the Table should be amended accordingly.

- (v) This mechanism will be applicable only for price adjustment in local currency.
- (vi) Price adjustment will be applicable to all contracts including Item Rate Contracts, Lumpsum Contracts and %age over Schedule Contracts provided such provision is a part of the Contract.

5. **Appendix-D to Bid:**

Bills for various items are given by way of example only. The Employer should prepare the Bill of Quantities appropriate to the Works. In preparation of the Bill of Quantities, Columns under (1), (2), (3) and (4) should be completed by the Employer whereas spaces under Columns (5) and (6) as well as the Totals at the bottom shall be left blank for filling in by the Bidder.

Referring to Schedule of Daywork Rates for Labour, Materials and Constructional Plant, the types of labour, materials and constructional plant under Column (2) as well as quantities under Column (4) are given by way of example only. The Employer should determine the types of labour, materials and constructional plant as well as the quantities thereof, estimated to be utilized, on Daywork basis depending upon the nature of the Works.

Percentage for overhead and profit on labour and materials and the Total amounts should be left blank for filling in by the Bidder *{Finance department templates for MRs may also be considered by the procuring agency to fix these percentage of these values}*

Day work Summary is to be left blank for filling in by the Bidder.

6. **Appendix-E to Bid:**

If the Employer requires partial completion of the Works by Sections (for example Parts-A, B, C etc.), these should be identified and time for completion thereof are to be specified and the blank spaces may be filled in by the Employer.

7. **Appendix-F to Bid:**

The Employer may expand the requirements as stated in this Appendix-F keeping in view the requirements of the Works.

8. **Appendix-G to Bid:**

All blank spaces are to be filled in by the Bidder.

9. **Appendix-H to Bid:**

The Employer may modify the requirements as stated in the Appendix-H keeping in view the requirements of the Works.

10. **Appendices-I, J and K to Bid:**

The blank spaces are to be filled in by the Bidder.

11. **Appendix-L to Bid:**

The Employer is to provide the form of the Integrity Pact which the bidder shall sign and stamp along-with his Bid.

11. **Appendix-M & N to Bid:**

The Employer shall fill in criteria under para 2 of Appendix M as well as requirements under para 2 and at the end of para 3 of Appendix N. The other blank spaces are to be filled in by the Bidder.

D. Forms

1. Bid Security:

The Employer, before issuing the Bidding Documents, should enter the following in the blank spaces:

- (i) Penal Sum of Security, in words as well as figures, which should be the same as established at Sub-Para A.5 above.
- (ii) Bid Reference Number should be the same as per Sub-Para B.7 above.
- (iii) Standard Forms of Securities provided in this document are to be issued by a bank.

E. Part II – Special Conditions of Contract

- 1. Name and full Address of the Employer as well as that of the Engineer should be filled in by the Employer in the blank spaces provided under Sub-Para (a) (i) and (iv) of Sub-Clause 1.1.

2. Referring to first paragraph of Sub-Clause 2.1(b) information as applicable is provided thereunder.
3. Referring to Sub-Clause 5.2, the Employer may add, in the order of priority, such other documents which form part of the Contract.
4. Referring to Sub-Clause 14.1 of Part II, the Employer should specify the form in which the Programme is to be submitted by the Bidder, e.g., critical path network, simple bar chart or PERT etc.
5. In case the Employer considers that if completion by the Contractor of the whole Works, or of any section thereof, earlier than the specified completion will be of substantial benefit to him, he may keep the Sub-Clause 47.3 “Bonus for Early Completion” in Part II. The rates for each day of early completion will be kept as half of the rate(s) specified for Liquidated Damages subject to a maximum of 5% of the Contract Price stated in the Letter of Acceptance. In addition, the rate(s) and the limit for bonus as determined will be entered in Appendix-A to Bid.
6. Referring to Sub-Clause 59.4 of Part II, **if the Employer desires the Bidder to use the services of nominated subcontractor/s**, the Employer should make necessary provisions of Provisional Sums and provide blank spaces for filling in the percentage rate(s) and estimated amounts resulting therefrom in Appendix-D to Bid. The blank spaces for the rate(s) and the estimated amount/s shall be filled in by the Bidder.
Suitable text referring to such provisions should be added under the Sub-Clause.
7. Referring to Sub-Clause 60.12 of SCC, the Employer should indicate as to which of the three alternatives is adopted, by deleting the other two alternatives.

If Alternative One is adopted, schedule of recovery of the Mobilization Advance should be given there under.

If Alternative Two is adopted, an item in the Bill of Quantities as per example on page BD-7, should be used.

If Alternative Three is adopted, list of materials, estimated quantities to be supplied and the rates thereof to be charged to the Contractor should be given there under.
8. Referring to Sub-Clause 67.3 of Part II, the Employer should state the venue of Arbitration which should be located within Pakistan.
9. Addresses of the Employer and the Engineer are to be entered by the Employer to completely fill in the blanks in Sub-Clause 68.2.

F. Specifications-Special Provisions

To be prepared and incorporated by the Employer. Inclusion of the Conditions of Contract in Special Provisions should be avoided.

G. Specifications-Technical Provisions

To be prepared and incorporated by the Employer.

Precise and clear Specifications are prerequisite for bidders to respond realistically and competitively to the requirements of the Employer without qualifying or conditioning their bids. In the context of both national and international competitive bidding, the Specifications must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of materials, Plant, other supplies, and workmanship to be provided. Only if this is done will the objectives of economy, efficiency, and equality in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation facilitated. The Specifications should require that all materials, Plant, and other supplies to be incorporated in the Works are new, unused, of the most recent or current models, and incorporate all recent improvements in design and materials unless provided otherwise in the Contract. A clause setting out the scope of the Works is often included at the beginning of the Specifications, and it is customary to give a list of the Drawings. Where the Contractor is responsible for the design of any part of the permanent Works, the extent of his obligations must be stated.

Specification shall be generic and shall not include references to brand names, model numbers, catalogue numbers or similar classifications. However, if the Employer is convinced that the use of or a reference to a brand name or catalogue number is essential to complete an otherwise incomplete specification, such use or reference shall be qualified with the words “or equivalent”.

Care must be taken in drafting Specifications to ensure that they are not restrictive or discriminatory. In the specification of standards for materials, Plant, other supplies, and workmanship, recognized international standards should be used as much as possible. The specifications shall consider all site conditions including seismic conditions, weather conditions and environmental impact. Where other particular standards are used, whether national/ provincial standards or other standards, the Specifications should state that materials, Plant, other supplies, and workmanship meeting other authoritative standards, and which ensure equal performance, as the standards mentioned, will also be acceptable.

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**INVITATION
FOR
BIDS**

INVITATION FOR BIDS

TENDER NOTICE NO.15/2023

Sealed tenders, based on ITEM RATE are hereby invited for the work mentioned below from the contractors/firms registered with Pakistan Engineering Council in relevant Category for the current financial year.

Date of Receiving and Opening: 24-01-2024			Receiving Time 11:00AM		
			Opening Time 11:30AM		
Sr. #	Name of work	Estimated Cost(in Million)	Bid security@ 2% of Estimated Cost in Rs.	Tender Fee (In Rs.)	Time Limit
1	Construction of a Screen House (50'x30'x12') (Fruit Vegetable Crops) with Controlled Irrigation at University of Agriculture, Faisalabad	3.253	65,060/-	500/-	02 Months
2	Construction of Growth Room for Light and Temperature Controlled (2-ton Air conditioner) at Institute of Horticulture & Sciences at UAF	2.250	45,000/-	500/-	02 Months
3	Construction of Mist Unit (Fruit Crops) Temperature Controlled at UAF (Under PARB Project # 20-36)	2.991	59820/-	500/-	02 Months

Terms & Conditions.

1. It is an Open Competitive Bidding of Single Stage Two Envelope procedure as per PPRA Rule-2014.
2. The bid shall be a single package consisting of two separate envelopes, containing separately Technical and Financial Proposals. The envelopes shall be marked as "Financial Proposal" and "Technical Proposal"
3. The Firms intend to participate in bidding must provide following Documents accompanied with Technical Proposal.
 - a- Registration Certificate with Federal Board of Revenue.
 - b- Registration Certificate with Punjab Revenue Authority.
 - c- Registration Certificate of Security & Exchange Commission of Pakistan or Register of Firms (where applicable).
 - d- Registration Certificate with Pakistan Engineering Council in relevant Category.
 - e- Status of Firm (Sole Proprietorship, Partnership, Company etc)
 - f- Affidavit on Stamp Paper of PKR100/- about Non-Blacklist and Non- Litigation.
 - g- Bank Statement providing necessary information about Firm's Bank Account.
 - h- List and brief detail of Completed and In-Hand Projects of similar nature.
 - i- List of Name and Designation of Owner/Directors of Firm.
- 3- Any shortage of above documents will lead to In-Eligibility and the bidder will be declared as Non-Responsive.
- 4- Tender documents can be obtained on payment of prescribed tender fee into the account No, 11-9 /NBP (NDIA), Agri, University Branch through E-Challan issued by the office of Treasure, UAF from the office of the Executive Engineer (ECD-P) UAF or free download from the UAF website http://uaf.edu.pk/directorates/dpiv/dpiv_tenders.html and PPRA website.
- 5- The bid must be dropped in the Tender Box available in the Project Director, (ECD-P) room and not to be handed over to any person of the department ECD-P if the bid is sent by in person and through post, the same instructions be passed on the courier.
- 6- The UAF will not be responsible for any cost any expense incurred by the bidder in connection with the preparation or deliver of bids. In case of official holiday on the day of submission, the next day will be treated as closing date.
- 7- Conditional tender or tender without bid security @ 2% of tender estimated cost in shape of CDR issued by bank in favor of Executive Engineer (ECD-P), UAF will not be entertained.

Sd
(Engr. Abdul Mannan)
Executive Engineer (ECD-P)
041-9200161-70
Emile: ecdp@uaf.edu.pk

**INSTRUCTIONS
TO
BIDDERS**

INSTRUCTIONS TO BIDDERS

(Note: These Instructions to Bidders along with Bid data sheet 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 Bid data sheet hereinafter called “the Employer” wishes to receive bids for the construction and completion of works and remedying any defects therein as described in these Bidding Documents, and summarized in the Bid data sheet 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/scheme from the source (s) indicated in the Bid data sheet in Pak Rupees/ various currencies towards the cost of the project specified in the Bid data sheet and it is intended that the proceeds of this loan/credit/ scheme 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:
 1. Category C-6 or above as Constructor in Pakistan Engineering Council (PEC).
 2. Not black listed by any Govt or Private agency.
 3. Have sufficient Tool and plant for the construction of this magnitude of work.
 4. Registered on active tax payer list of Income tax (FBR) and Punjab Sale tax (PRA)

[Detailed Eligibility Criteria for Works Contracts may be specified by the procuring agency as per its requirements]

- a- Registration Certificate with Federal Board of Revenue.
- b- Registration Certificate with Punjab Revenue Authority.
- c- Registration Certificate of Security & Exchange Commission of Pakistan or Register of Firms (where applicable).
- d- Registration Certificate with Pakistan Engineering Council in relevant Category.
- e- Status of Firm (Sole Proprietorship, Partnership, Company etc)
- f- Affidavit on Stamp Paper of PKR100/- about Non-Blacklist and Non- Litigation.
- g- Bank Statement providing necessary information about Firm’s Bank Account.
- h- List and brief detail of Completed and In-Hand Projects of similar nature.
- i- List of Name and Designation of Owner/Directors of Firm.
- j. A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be Non-Responsive. A Bidder may be considered to have a conflict of interest with one or more parties in this Bidding process, if they:
 - i. are associated or have been associated, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consulting services for the preparation of the design and other documents to be used.
 - ii. have controlling shareholders in common; or
 - iii. receive or have received any direct or indirect subsidy from any of them; or
 - iv. have the same legal representative for purposes of this Bid; or

- v. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Agency regarding this Bidding process;

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 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.

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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. Bid data sheet.
 - 3. Specifications – Technical Provisions.
 - 4. Bill of Quantities (Appendix-D to Bid).
 - 5. Form of Contract Agreement.

- 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.

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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 **prior** to the deadline for submission of bids. The exact number of days will be mentioned in the Bid Data Sheet keeping in view the time given 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 at least three days 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 IB 7.1 hereof and shall be communicated in writing to all purchasers of the Bidding Documents, **at least three (03) days prior to the closing date of submission of the bid.** 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 Bid data sheet and Special 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 Comprising the Bid

11.1 The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Bid and the other the Financial Bid, containing the documents listed in Bid data sheet under the heading of IB 11.1 A & B respectively. Both envelopes to be enclosed together in an outer single envelope called the Bid. Each bidder shall furnish all the documents as specified in Bid data sheet 11.1 A & B.

11.2 Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all partners. Alternatively, a Letter of Intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed agreement. The role to be played by each partner to be specified therein; **and, the concerned partner should have the requisite qualification/ experience to successfully execute the assigned task.** Bids submitted by a joint venture of two (2) or more firms shall also comply with the following requirements:

- (a) In case of a successful bid, the Form of JV Agreement shall be signed so as to be legally binding on all partners within 7 days of the receipt of letter of acceptance failing which the contract and the letter of acceptance shall stand void and redundant.
- (b) One of the joint venture partners shall be nominated as being in charge/ lead partner; 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/ lead partner 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 JV Agreement 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 JV Agreement (in case of a successful bid); and
- (e) A copy of JV agreement shall be submitted before signing of the Contract, stating the conditions under which JV 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. The JV Agreement shall be made part of the contract. 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 The Bidder shall furnish, as part of the Technical Bid, a Technical Proposal including a statement of work methods, equipment, personnel, schedule, **qualification/ experience required to successfully execute the individually assigned tasks** and any other information as stipulated in Bidding Forms, in sufficient detail to demonstrate the adequacy of the Bidders' proposal to meet the work requirements 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 IB 1.1 hereof, based on the unit rates and / or prices submitted by the bidder.

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- 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 **of opening of the 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 the 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. However, **subject to GCC clause 71.1**, payments in foreign currency are not permissible.
- 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 **of opening of the bids**. For the purpose of payments, the exchange rates used in bid preparation shall apply for the duration of the Contract. Rule 32(2) of PPR-14 shall be applicable for rate of exchange of foreign currencies.

IB.14 Bid Validity

- 14.1 Bids shall remain valid for the period stipulated in the Bid data sheet after the Date of Bid Opening specified in Clause IB.23.

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- 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 or 180 days whichever is more. 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. Rule 28 of PPR-14 shall be applicable for Bid Validity period.

IB.15 Bid Security

- 15.1 Each bidder shall furnish, as part of his bid, a Bid Security in the amount stipulated in the Bid data sheet 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 in favor of the Employer valid for a period 30 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, after expiry of grievance period or disposal of complaint if any, complying with the relevant provisions of PPR-14.
- 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 IB 22.1;
 - (b) If the bidder does not accept the correction of his Bid Price pursuant to IB 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 Contract Agreement, or

- (iii) Furnish the required JV agreement within 7 days of the receipt of letter of acceptance.

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IB.16 Alternate Proposals by Bidder

- 16.1 No alternate proposals are allowed in single stage two envelope method.

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 Bid data sheet. 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 IB 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 Letter of Financial 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.

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- 18.3 No alteration is to be made in the Financial Bids and Technical Bids 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 The Bidder shall prepare one original of the Technical Bid and one original of the Financial Bid comprising the Bid as described in Bid data sheet against IB 11 and clearly mark it "ORIGINAL - TECHNICAL BID" and "ORIGINAL - FINANCIAL BID". In addition, the Bidder shall submit two (2) copies of the Bid and clearly mark each of them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.
- 18.5 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the Bid data sheet and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, except for unamended printed literature, shall be signed or initialed by the person signing the bid.
- 18.6 Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.
- 18.7 Bidders shall indicate in the space provided in the Letter of Technical and Financial Bids, 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 FOR SINGLE STAGE TWO ENVELOPE BIDDING PROCEDURE

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 IB 19.2 hereof.
 - (c) The technical bid should comprise of documents listed in IB11.1 (A) & the Financial Bid should comprise of documents listed in IB 11.1 (B) which shall be placed in separate envelopes in accordance with IB 11.1.

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- 19.2 The inner and outer envelopes shall:
- (a) Be addressed to the Employer at the address provided in the Bid data sheet;
 - (b) Bear the name and identification number of the contract as defined in the Bid data sheet; and
 - (c) Provide a warning not to open before the time and date for bid opening, as specified in the Bid data sheet.
- 19.3 In addition to the identification required in IB 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 Bid data sheet.
- (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. (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.
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- (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 or withdraw 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 IB 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 FOR SINGLE STAGE TWO ENVELOPE BIDDING PROCEDUR

IB. 23 Bid Opening

- 23.1 The Employer will open the Technical Bids in public at the address, date and time specified in the Bid data sheet in the presence of Bidders` designated representatives and anyone who choose to attend. The Financial Bids will remain unopened and will be held in custody of the Employer until the specified time of their opening.

- 23.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal and is read out at bid opening.
- 23.3 Second, outer envelopes marked "SUBSTITUTION" shall be opened. The inner envelopes containing the Substitution Technical Bid and/or Substitution Financial Bid shall be exchanged for the corresponding envelopes being substituted, which are to be returned to the Bidder unopened. Only the Substitution Technical Bid, if any, shall be opened, read out, and recorded. Substitution Financial Bid will remain unopened in accordance with IB 23.1. No envelope shall be substituted unless the corresponding

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Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.

- 23.4 Next, outer envelopes marked "MODIFICATION" shall be opened. No Technical Bid and/or Financial Bid shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of Technical Bids. Only the Technical Bids, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Financial Bids, both Original and Modification, will remain unopened in accordance with IB 23.1. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.
- 23.5 Other envelopes holding the Technical Bids shall be opened one at a time, and the following read out and recorded:
- (a) the name of the Bidder;
 - (b) whether there is a modification or substitution;
 - (c) the presence of a Bid Security, if required; and
 - (d) Any other details as the Employer may consider appropriate.

No Bid shall be rejected at the opening of Technical Bids except for late bids, in accordance with IB 21.1. Only Technical Bids read out and recorded at bid opening, shall be considered for evaluation.

Preliminary Examination of Technical Bids

- 23.6 a) The Employer shall first examine qualification and experience Data as per appendix M and N submitted by the Bidder. The technical proposal examination of those bidders only shall be taken in hand who meet the minimum requirement as mentioned in appendix M and N. Only substantially responsive qualification shall be considered for further evaluation.
- b) The Employer shall examine the Technical Bid to confirm that all the documents have been provided, and to determine the completeness of each document submitted.
- 23.7 The Employer shall confirm that all the documents and information have been provided for evaluation of Technical bid as required under these bidding documents.
- 23.8 At the end of the evaluation of the Technical Bids, the Employer will invite only those bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified for award to attend the opening of the Financial Bids.

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The date, time, and location of the opening of Financial Bids will be advised in writing by the Employer. Bidders shall be given reasonable notice for the opening of Financial Bids.

- 23.9 The Employer will notify Bidders in writing who have been rejected on the grounds of their Technical Bids being substantially non-responsive to the requirements of the Bidding Document and return their Financial Bids unopened as per 38(2)(a)(vii) of PPR-14.
- 23.10 The Employer shall conduct the opening of Financial Bids of all Bidders who submitted substantially responsive Technical Bids, publically in the presence of Bidders' representatives who choose to attend at the address, date and time specified by the Employer. The Bidder's representatives who are present shall be requested to sign a register evidencing their attendance.
- 23.11 All envelopes containing Financial Bids shall be opened one at a time and the following read out and recorded:

- (a) The name of the Bidder;
- (b) Whether there is a modification or substitution;
- (c) The Bid Prices, including any discounts; and
- (d) Any other details as the Employer may consider appropriate.

Only Financial Bids and discounts, read out and recorded during the opening of Financial Bids shall be considered for evaluation. No Bid shall be rejected at the opening of Financial Bids.

- 23.12 If this Bidding Document allows Bidders to quote separate prices for different contracts, and the award to a single Bidder of multiple contracts, the methodology to determine the lowest evaluated price of the contract combinations is that which is most economical to the Employer.

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 final bid evaluation report which shall be done at least 10 days prior to the award of Contract. The announcement to all Bidders will include table(s) comprising read out prices, discounted prices, price adjustments made (if applicable), 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 ten 10 days after the announcement of Technical and Financial Bids. No bidder will be allowed to file grievance petition w.r.t. Technical Evaluation after announcement/ uploading of Financial Evaluation Report. However mere fact of lodging a complaint shall not warrant suspension of the procurement process.

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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.
- 25.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Employer's request for clarification, its bid may be rejected. Rule 33 of PPR-14 shall be applicable for clarifications.

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; (iv) Includes signed Integrity Pact where required as per clause IB.35; and (v) conforms to all the terms, conditions and specifications of the Bidding Documents, without material deviation or reservation (vi) meets the qualification criteria as specified in Appendix-M & N. 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; (iii) adoption/rectification whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids. Only substantially responsive bid shall be considered for further evaluation.
- 26.3 If a bid is not substantially responsive, it may not subsequently be made responsive by correction or withdrawal of the non-conforming material deviation or reservation. The Employer may, however, seek confirmation/ clarification in writing which shall be responded in writing.

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.

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- 27.2 The amount stated in the Letter of Financial 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 IB.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 Day work; 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 IB 29.2.

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- 29.2 The Employer, at any stage of the bid evaluation, having credible reasons for or prima facie evidence of any defect in bidder's capacities, may require the bidders 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 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 by giving reasons, and to annul the bidding process and reject all bids, at any time prior to the acceptance of any bid or proposal, 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, the lowest evaluated bidder may further reduce the Bid Price voluntarily without compromising the quality/ quantity.
- 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.
- 31.4 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. No bid security can be returned without exhausting the grievance period or without finally disposing off the complaint of the non-responsive bidder. However, bid security may be returned earlier if any bidder submits affidavit that he is satisfied with the proceedings and hence his bid security may be returned.

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 Bid data sheet and the Conditions of Contract within a period of 14 days after the receipt of Letter of Acceptance. On submission of Performance Security, the bid security of the successful bidder may be returned.

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- 32.2 Failure of the successful bidder to comply with the requirements of IB.32.1 or IB.33 or IB.35 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. Rule 56 of PPR-14 shall be applicable for performance 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 concerned forum(s). Upon such reference, the concerned forum(s) 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 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. Submission of Bids shall be construed as evidence that the bidder has admitted all provisions of the Instruction to the Bidders.

IB.37 PPRA Act, 2009 and PPR-14 will have over-riding effect

PPRA Act, 2009 and PPR-14 as amended upto date will supersede and will have an over-riding effect in case in case of any contradiction with these Instructions, the Contract or any other part of the Bidding Documents.

BID DATA SHEET

BID DATA SHEET

1.1 Name and address of the Employer:

University of Agriculture, Faisalabad

1.1 Name of the Project & Summary of the Works:

Construction of a Screen House (50'x30'x12') (Fruit Vegetable Crops) with Controlled Irrigation at University of Agriculture, Faisalabad

Estimated Cost:- 3.253

Time Duration:- 02-Months

8.1 Time limit for clarification:

07 days prior to the date of submission of bids.

10.1 Bid language:

The bid language is English

Joint venture(JV)

Joint venture is not eligible to apply for tenders.

11.1 (A) The Bidder shall submit with its Technical Bid the following documents:

- (a) Letter of Technical Bid
- (b) Bid Security
- (c) Written confirmation authorizing the signatory of the Bid to commit the Bidder
- (d) Pending litigation information
- (e) Certificate that the bidder is not blacklisted by any Procuring Agency
- (f) Organization Chart for Supervisory Staff (appendix –K)
- (g) Integrity Pact (appendix –L)
- (h) Past Performance, Current Commitment, Qualification and Experience (appendix –N)

11.1(B) The Bidder shall submit with its Financial Bid the following documents:

- (a) Letter of Financial Bid
- (b) Bill of Quantities (appendix –D)

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

14.1 Period of Bid Validity:

90 days

15.1 Amount of Bid Security:

Rs 65,060/-

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

Not Applicable

18.4 Number of copies of the Bid to be completed and returned:

One Original Technical proposal and one Original Financial Proposal

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

Executive Engineer, Engineering Construction Department (Projects), University of Agriculture, Faisalabad

19.2(b) Name and Number of the Contract:

20.1(a) Deadline for submission of bids:

January 24, 2024 at 11:00 am

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23.1 Venue, time, and date of Bid opening:

The Technical bids will be opened in the office of Project Director, Engineering Construction Department (Projects) at University of Agriculture, Faisalabad

January 24, 2024 at 11:30 am

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

The performance guarantee shall be submitted as per PPRA Rules 56

The Employer, at any stage of the bid evaluation, having credible reasons for or prima facie evidence of any defect in Bidder's capacities, may require the Bidder to provide information concerning their professional, technical, financial, legal or managerial competence whether already declared substantially responsive."

32.2 **Performance Security**

The lowest evaluated bidder will be required to furnish the Performance Guarantee/Quality Assurance Security (where ever required) before entering into a contract. Should the evaluated bidder refuse or failed for any reason to furnish the performance guarantee/ quality Assurance Security, it should constitute a just cause for rejection of his tender / annulment of award and in event of such rejection/ annulment, the entire earnest money shall be forfeited to Government, as compensation for such default.

32.3 In case the total tendered amount is less than 5% of the approved Estimated (DNIT) amount, the lowest bidder will have to deposit Quality Assurance Security from the Scheduled Bank equal to the amount of difference between approved DNIT amount and the quoted bid amount as given below, within 15 days of issuance of the notice or within expiry period of bid, whichever is earlier

TOTAL TENDERED AMOUNT BELOW CORRESPONDING ESTIMATED COST.	ADDITIONAL PERFORMANCE SECURITY.
5%	5%
6%	6%
7%	7%
8%	8%
9%	9%
10%	10%
& So on	& So on

At the time, the Engineer-in-charge informs the lowest bidder in writing, bidder will provide performance guarantees/ Quality assurance Security (wherever required) within 15 days from the receipt of letter, failing which his bid will be rejected and bid security will be forfeited.

Promptly after the opening of Tenders, the Engineer-in-charge will undertake a detailed evaluation of tenders. The Engineer-in-charge will determine whether each tender is substantially responsive to the requirements of the tender documents and conforms to all the terms, conditions and specifications of the tender documents without material deviation or reservation. If a tender is not substantially responsive to the requirements of the tender documents, it will be rejected by the engineer-in-charge and may not subsequently be made responsive by the tenderer having corrected or withdrawn the non-confirming deviation or reservation.

TECHNICAL EVALUATION CRITERIA

Eligible Bidders

This Invitation for Bids is open to all bidders meeting the following requirements:

- (a) Category C-6 or above as Constructor in Pakistan Engineering Council (PEC).
- (b) Not black listed by any Govt or Private agency.
- (c) Have sufficient Tool and plant for the construction of this magnitude of work.
- (d) Registration Certificate with Federal Board of Revenue.
- (e) Registration Certificate with Punjab Revenue Authority.
- (f) Registration Certificate of Security & Exchange Commission of Pakistan or Register of Firms (where applicable).
- (g) Registration Certificate with Pakistan Engineering Council in relevant Category.
- (h) Status of Firm (Sole Proprietorship, Partnership, Company etc)
- (i) Affidavit on Stamp Paper of PKR100/- about Non-Blacklist and Non- Litigation.
- (j) Bank Statement providing necessary information about Firm's Bank Account.
- (k) List and brief detail of Completed and In-Hand Projects of similar nature.
- (l) List of Name and Designation of Owner/Directors of Firm.

A firm /Bidder, JV partner or Subcontractor) shall not be eligible to participate in this bidding process while under temporary suspension or debarment/ blacklisting by the Employer, any Government/Semi Government/Public Department in Pakistan (whether notified or not by PPRA on its website) or in the Bidder's home country." (An affidavit to this effect on non-judicial stamp paper of Rs. 100 value is required to be attached in the technical proposal)

**Letters of Technical Bid/ Financial Bid,
And
Appendices to Bid**

Letter of Technical Bid

Date:

Bid Reference No:

(Name of Contract/Works)

To:

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (IB). Complete bidding document is binding upon us and we fully understand that the PPRA Act, 2009 and the PPR-14 as amended upto date supercedes this bidding document, in case of any contradiction, and the same are also binding upon us;

(b) We offer to execute and complete in conformity with the Bidding Documents the following Works:.....

Our Bid consisting of the Technical Bid and the Financial Bid shall be valid for a period of days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(c) As security for due performance of the under takings and obligations of our bid, we submit here with a Bid security, in the amount specified in Bid data sheet, which is valid (at least) 30 days beyond validity of Bid itself.

(d) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process.

LTB-2

(e) We agree to permit Employer or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors. This permission is extended for verification of any information provided in our Technical Bid which comprises all documents enclosed herewith in accordance with IB.11.1 of the Bid data sheet.

Name

In the capacity of

Signed

.....

Duly authorized to sign the Bid for and on behalf of

Date

Address.....

Letter of Financial Bid

Date:

Bid Reference No:

(Name of Contract/Works)

To:

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (IB)9;
- (b) The total price of our Bid, excluding any discounts offered in item (c) below is:_____
- (c) The discounts offered and the methodology for their application are:_____
- (d) Our Bid shall be valid for a period of days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (e) If our Bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;

LPB-2

- (f) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed and we do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other bidder for the Works.
- (g) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (h) We agree to permit Employer or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors. This permission is extended for verification of any information provided in our Technical Bid which comprises all documents enclosed herewith in accordance with IB.11.1 of the Bid data sheet.
- (i) If awarded the contract, the person named below shall act as Contractor's Representative.

Name

In the capacity of

Signed

Duly authorized to sign the Bid for and on behalf of

Date

Address.....

BILL OF QUANTITIES

Bill No. 1 Earthworks

Item	Description	Unit	Quantity	Rate		Amount Rupees
				Rupees in figures	Rupees in words	
1	2	3	4	5		6
101	Refer to Volume – 3 Bill of Quantities					
102						
103						
104						
105						
106						
Total for Bill No. 1 (Carried forward to Summary Page)						_____

BILL OF QUANTITIES

Bill No. 2 Brick work

<i>Item</i>	Description	Unit	Quantity	Rate		Amount Rupees
				Rupees in figures	Rupees in words	
1	2	3	4	5		6
201	Refer to Volume – 3 Bill of Quantities					
202						
203						
204						
205						
206						
Total for Bill No. 2 (Carried forward to Summary Page)						

BILL OF QUANTITIES

Bill No. 3 Concrete Works

Item	Description	Unit	Quantity	Rate		Amount Rupees
				Rupees in figures	Rupees in words	
1	2	3	4	5		6
301	Refer to Volume – 3 Bill of Quantities					
302						
303						
304						
305						
306						
Total for Bill No. 3						
(Carried forward to Summary Page)						

BILL OF QUANTITIES

Bill No. 4 Plaster, Fair face and finishing works

Item	Description	Unit	Quantity	Rate		Amount Rupees
				Rupees in figures	Rupees in words	
1	2	3	4	5		6
401	Refer to Volume – 3 Bill of Quantities					
402						
403						
404						
205						
406						
Total for Bill No. 4 (Carried forward to Summary Page)						

BILL OF QUANTITIES

Bill No. 5 Miscellaneous Items

Item	Description	Unit	Quantity	Rate		Amount Rupees
				Rupees in figures	Rupees in words	
1	2	3	4	5		6
501	Refer to Volume – 3 Bill of Quantities					
502						
503						
504						
505						
506						
Total for Bill No. 5						_____
Carried forward to Summary Page)						

ORGANIZATION CHART
FOR THE
SUPERVISORY STAFF AND LABOUR

(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 the Punjab (GoPb) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoPb 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 GoPb, 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 GoPb 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 GoPb under any law, contract or other instrument, be voidable at the option of GoPb.

Notwithstanding any rights and remedies exercised by GoPb in this regard, [name of Supplier] agrees to indemnify GoPb for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoPb 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 GoPb.

Name of Employer:
Signature:
[Seal]

Name of Contractor:
Signature:
[Seal]

FINANCIAL COMPETENCE AND ACCESS TO FINANCIAL RESOURCES

The financial position of the bidder shall be checked as per following details:

1. SOUNDNESS AND ACCESS TO FINANCIAL RESOURCES:

“The Bidder must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credits, and other financial means, other than any contractual advance payments, to meet the financial requirements of the contract in the amount of his bid. As a minimum, the Bidder must show that his resources, in terms of at least his latest years working capital and line of credits, will be adequate to cover an amount equivalent to his bid price and current work commitments i.e.

[5 x working capital + Project/General {to be decided by the procuring agency} specific lines of credit* – 40% of current contract commitments] \geq Estimated Price of the works/PC-1.

{above said formula is just for an example, however, the procuring agency may make changes in above said formula judiciously keeping in view the requirement of any specific project}

Working capital is the difference between current assets and current liabilities and measures the firm’s ability to generate cash in the short term.”

**Any line of credit indicated for this (tendered) project needs to have been certified by the Bank and the said certificate is enclosed with this Appendix.*

Note:- If JV is allowed then this Appendix has to be modified accordingly listing all the information for financial competence and access to financial resource of the lead partner/JV members.

PAST PERFORMANCE, CURRENT COMMITMENT, QUALIFICATION AND EXPERIENCE

1) General Construction Experience

Requirement	Bidder to Provide details	Role
Experience under construction contracts in the role of contractor, subcontractor, or management contractor for at least the last 10 years prior to the bid submission deadline.		

2) Contracts of Similar Size and Nature

Requirement	Bidder to provide specific details	Role
Experienced in construction of project(s) of similar nature and complexity.		

Note:- If JV is allowed then this Appendix has to be modified accordingly listing all the information for past performance, current commitments, qualification and experience of the lead partner/JV members.

3) Personnel

No.	Position	Total No in the Firm	Minimum requirement for the Project*	Total Work Experience [years]	Nos. already posted on other projects	Nos. being allocated for this project
1						
2						
3						
4						
5						

- The Bidder must demonstrate that it has the personnel for the **key positions** that meet the following requirements:
- 01 page CV need to be added for each key staff

4) Data regarding past performance and present commitment of the Bidders:

Present Commitment								
Sr No.	Name of ongoing project(s)	Name of Employer	Date of		Progress		Remarks regarding delays if applicable	Satisfactory performance certificate from employer (Minimum requirement)
			Start	Completion	%Age as planned	%Age at actual		
1.								
2.								
3.								
4.								
5.								
6.								

CONDITIONS OF CONTRACT

REVISED CONTRACT FORMFOR

EXECUTION OF WORK

UPDATED ON 16.11.2022

Download from Finance Department Govt. of Punjab

**UNIVERSITY OF AGRICULTURE,
FAISALABAD
CONSTRUCTION OF A SCREEN HOUSE (50'X30'X12')
(FRUIT VEGETABLE CROPS) WITH CONTROLLED IRRIGATION
AT UNIVERSITY OF AGRICULTURE, FAISALABAD
SUMMARY OF COST**

Sr. No.	Description	Amount (Rs.)
A)	Civil Work	
	TOTAL	
	Add 5% Punjab Sales Tax (PRA)	
	GRAND TOTAL	

Amount in words: _____

CONSTRUCTION OF A SCREEN HOUSE (50'x30'x12') (FRUIT VEGETABLE CROPS) WITH CONTROLLED IRRIGATION AT UAF (UNDER PARB PROJECT # 20-36)

Size Length-50' ×Width- 30' × Center Height- 12'

Sr. #	Ref.	DESCRIPTION	Unit	QTY	Rate Quoted by the Contractor	Amount
		<u>Civil Work</u>	-			
1	ch.3/21	Excavation in foundation of building, bridges and other structures, including dagbelling, dressing, refilling around structure with excavated earth, watering and ramming lead upto one chain (30 m) and lift upto 5 ft. (1.5 m) in ordinary soil.	1000 Cft.	960.00		
2	ch.6/3ii	Cement concrete brick or stone ballast 1½ " to 2" (40 mm to 50 mm) gauge, in foundation and plinth:- (b) Ratio 1: 4: 8	100 Cft	240.00		
3	ch.7/4	Pacca brick work in foundation and plinth- (i) cement, sand mortar:- Ratio 1:5	100 Cft	950.00		
4	ch.6/5	Cement concrete plain including placing, compacting, finishing and curing complete (including screening and washing of stone aggregate): Ratio1: 2: 4	100 Cft	220.00		
5	ch.11/9b	Cement plaster 1:4 upto 20' (6.00 m) height:- ½" (13 mm) thick	100 Sft	750.00		
6	ch.18/20	Providing and laying dry brick pavement/soling in streets or roads, etc. sand grouted, laid in proper camber, including preparation, watering, compaction of bed to proper camber, and sand cushion.	100 Cft	750.00		
7	ch.10/3	Supplying and filling sand under floor; or plugging in wells	100 Cft	375.00		
8		<u>Main Arc</u> P/F 09 No main arc (structure) material galvanized elliptical oval hollow section size (Approx) 66 × 44 × thickness 2 mm with front back vertical & horizontal support with arc connection piece material 54 × 38 × 2 mm G.I nuts bolts and screws , complete in all respect.	RFT	480		
9		<u>Horizontal Support</u>	RFT	550		

		P/F vertical Center Support hollow section OD-45 total Rft 400 rft nut bolts spacer U clamps complete in all respect.				
10		<u>GI wire</u> P/F horizontal & vertical galvanized wire thickness 2 mm for front, back & top for holding SS wire mesh, khana size (approx 300 x 300 mm) Complete in all respect.	RFT	8000		
11		<u>Base Plate</u> P/F MS base plate size, L-200 × w-100 × thickness 4 mm with elliptical (oval) hollow section size OD-47 thickness 2.4 mm. Complete in all respect.	No	30		
12		<u>J Bolt</u> P/F Grouting of J bolts size, L-450mm, thickness 12 mm with thread on bolts. One coat of red oxide for rust proofing with spacer & nuts. Complete in all respect.	No	60		
13		<u>Angle Iron</u> P/F M.S angle iron size, (approx 50 × 50) thickness 4 mm for holding SS mesh & GI wire. One coat of red oxide for rust proofing & one coat of enamel paint. Complete in all respect.	each	1		
14		<u>Aluminum Strip</u> P/F Aluminum flat strip size, 20 × 1.5 mm for holding of SS wire mesh with aluminum blind rivets. Complete in all respect.	RFT	400		
15		<u>Sliding door(I)</u> P/F Front & back side sliding door size, 10' x 8' material MS hollow section size 60x30x1.5 mm MS T-iron for railing line soild bar 9x9mm complete in all respect.	No	1		
16		<u>Sliding door(II)</u> P/F sliding door MS hollow section size 4x1' mm i/c glass, wheel roller complete in all respect.	No	1		
17		<u>Entrance Cabin</u> P/F front side entrance cabin, size, back height-2440mm, front height-2080mm, width-1825mm, depth-1370mm, material MS hollow section size, 60 × 30 × 1.5 mm with cabin double door, with door closer with handle with G.I sheet 1mm on top. Complete in all respect.	P. sft	1		
18	N.S item 15	<u>Green net</u> P/F Green net,local made, shading capacity 70% density = 70gm/100sq-ft (3) complete in all respect.	P. sft	5000		

19	N.S item 21	<u>SS Wire Mesh</u> P/F SS Wire mesh imported size mesh (approx 40 x 40 x thickness 0.32 mm) material SS 304 for covering of Screen House & front cabin & all doors. All joint sewing with SS wire, Complete in all respect.	SFT	2800		
20	N.S item 24	<u>Wire Rope</u> P/F steel wire rope 3 mm PVC coated i/c clamp, Hock Complete in all respect.	RFT	325		
21		<u>Table</u> P/F Table for nursery plants, size, length-2100 x width-910 x height-760 mm, main structure material and supporting M.S angle iron size, ± 38x38x4 mm with 04 No legs. Table top material galvanized mesh thickness 2 mm (khana approx 25 mm) with one coat red oxide & two coat enamel paint, complete in all respect.	No	8		
22		<u>Mist system</u> P/F Mist system inside the green house, PPR main supply line size 32 mm, 2 No branch lines PVC pipe size 20 mm with mist nozzles (imported) with valves, elbow, socket, union, tee, barrel nipple and clamp, complete in all respect.	job	1		
23	N.S item 06	<u>Exhaust fan / Propeller</u> P/F Propeller (Exhaust Fan china made) size 930mm, Six blades, motor half HP, III phase, 1450RPM, body size 1075 x 1075 x 400mm, galvanized steel, belt drive complete with shutter and mesh guard with cable 7/029 wiyh PVC pipe	No	2		
24	N.S item 05	<u>water pump</u> P/F Mono Block water pump with motor 1 HP single phase with GI pipe with chek valve with M.S frame with cover with 7/029 cable with PVC pipe complete in all respect.	No	1		
25	N.S item 07	<u>Electric panel</u> P/F Electric panel size 600 x 450 x 250 mm with Amp meter, volt meter, i/c light 50 Amp MCB main circuit breaker 3phase 4 No. 10Amp and 04No 16 Amp with starter switch, light switch control, ON/OFF switch with PVC pipe fitting with powder coating paint, Complete in all respect.	No	1		
26	N.S item	<u>LED light</u>	No	4		

	08	P/F LED flood light Imported (Philips) 100 watts daylight with fitting, complete in all respect.				
27	N.S item 02	Fiber water tank P/F best quality Fiber Glass Double ply water Tank capacity 300 gallon for drip system buried in ground, complete in all respect.	No	1		
28	Ch. 24 10-a-i	Supply and erection of single core PVC insulated copper conductor cables, in prelaid PVC pipe/M.S. conduit/G.I pipe/wooden strip batten/wooden casing an capping/G.I. wire/trenches (rate for cables only):- (3/0.029")	Per Rft	300		
29	Ch. 24 10-a-iii	Supply and erection of single core PVC insulated copper conductor cables, in prelaid PVC pipe/M.S. conduit/G.I pipe/wooden strip batten/wooden casing an capping/G.I. wire/trenches (rate for cables only):- (7/0.029")	Per Rft	300		
30	Ch. 24 10-a-iv	Supply and erection of single core PVC insulated copper conductor cables, in prelaid PVC pipe/M.S. conduit/G.I pipe/wooden strip batten/wooden casing an capping/G.I. wire/trenches (rate for cables only):- (7/0.036")	Per Rft	150		
31	ch.24/13c v	Supply and erection of copper conductor cables for service connection, in prelaid pipe/G.I. Wire / trenches, etc. (rate for cable only):- PVC insulated, PVC sheathed 4 core, 600/1000 volt non armoured 6 mm (7/0.044")	Per Rft	120		
32	ch.23/47 ii	Providing, laying, testing and commissioning of POLYPROPYLENE RANDOM COPOLYMER (PPRC) water supply pipe (Dadex / Popular / Beta or equivalent) with specified pressure rating PN (PRESSURE NOMINAL) and conforming to DIN 8077-8078 code i/c cost of solvent, specials, making jharries complete in all respect as approved and directed by Engineer Incharge.(Internal/External Diameters mentioned). (ii) (3/4") 25 mm	Per Rft	200		

33	ch.23/47 iii	Providing, laying, testing and commissioning of POLYPROPYLENE RANDOM COPOLYMER (PPRC) water supply pipe (Dadex / Popular / Beta or equivalent) with specified pressure rating PN (PRESSURE NOMINAL) and conforming to DIN 8077-8078 code i/c cost of solvent, specials, making jharries complete in all respect as approved and directed by Engineer Incharge.(Internal/External Diameters mentioned). (iii) (1") 32 mm	Per Rft	180		
		Total Rs.				

**SPECIFICATIONS-
TECHNICAL PROVISIONS
REFER TO VOLUME 04
(STANDARDS SPECIFICATION
FOR EXECUTION OF BUILDING
WORKS)**



UNIVERSITY OF AGRICULTURE, FAISALABAD

STANDARD BIDDING DOCUMENT

Procurement of Civil Works

Construction of Growth Room for Light and Temperature Controlled (2-ton Air conditioner) at Institute of Horticulture & Sciences at UAF

INSTRUCTIONS TO

**USERS OF THIS
DOCUMENT**

INSTRUCTIONS TO USERS OF THIS DOCUMENT

(Not to be included in Bidding Documents)

This standard Form of Bidding Documents for procurement of Works-SSTE Bidding Procedure is prepared with necessary changes where required, to make the document compatible with the Punjab Procurement Regulatory Authority Act, 2009 (PPRA Act-09), Punjab Procurement Rules, 2014 as amended upto-date (PPR-14) and Finance Department Govt. of Punjab Pakistan

As stated in Clause IB.7 of the Instructions to Bidders, the complete Bidding Documents shall comprise Seven items listed therein and any Addenda issued in accordance with Clause IB.9. The Standard Bidding Documents, in addition to Invitation for Bids, includes the following:

1. Instructions to Bidders.
2. Bid Data Sheet.
3. A Certificate that the bidder is not blacklisted by any Procuring Agency.
4. Bill of Quantities.
5. Form of Contract Agreement.

The Instructions to Bidders can be used as given. User may have to make changes in the text under some special circumstances. Any change should be made with care and only in the Section "Bid Data Sheet".

The General Conditions of Contract and Special Conditions of Contract may be retained as such. Any further amendment in the Special Conditions of Contract can be made by the users only as indicated in Para E hereinafter or within the Special Conditions of Contract.

Completion of the Forms and preparation of Bill of Quantities should be made as suggested hereinafter.

The user (Procuring Agency/ Administrative Department/ Employer etc) is required to prepare the following for completion of the Bidding Documents:

- (i) Special Conditions of Contract (as specified herein).
- (ii) Specifications - Special Provisions.
- (iii) Specifications - Technical Provisions.
- (iv) Bill of Quantities.

The user's attention is drawn to the Preface and it is once again emphasised that while preparing their part in SCC, Clause of Part I must be taken into consideration and, that the amendments made in Part II should be such as not to change the spirit of the document. However, in no case, the changes shall violate the PPRA Act, 2009 and the PPR-14 as amended upto-date.

A. Invitation for Bids

1. The "Invitation for Bids" is meant for publication in the national/ international newspapers, as well as on PPRA Website in case of Provincial Govt. procuring agencies. All the blank spaces are to be filled in by the Employer. The eligible bidders are defined in Clause IB.3 of Instructions to Bidders.
2. The notice should be published so as to give the prospective bidders sufficient time for preparation and submission of bids which shall not be less than fifteen days for national competitive bidding and thirty days for international competitive bidding depending on the size of the Works. The advertisement should preferably be sent at least 10-15 days before the date of publication to make up for the time consumed by the DGPR and to avoid violation of rule 14 of the PPR-14.
3. If the Works are not financed from loan/ credit, the first paragraph should be modified accordingly.
4. The non-refundable fee for the sale of Bidding Documents should be nominal so as to cover reproduction and mailing costs and to ensure that only bonafide bidders will apply.
5. The amount of Bid Security should be a lump sum figure ranging from ~~2~~ 0% to 5% of the estimated cost of the Works and should be the same as given at Sub-Clause 15.1 of Instruction to Bidders.
6. The venue and time of receipt of bids and the venue and time of opening of bids are to be entered in the last paragraph of the Invitation for Bids. However, date for the receipt and

Contractor

(4)

Executive Engineer

opening of bids shall be same.

B. Instructions, to Bidders and Bid Data

1. If the Works are not financed from a loan/credit, Sub-Para 2.1 of Bid Data should be modified accordingly.
2. The Employer shall prepare the documents listed at Serial Nos. 4,5,6,8 and 12 of Sub-Clause 7.1 of Instructions to Bidders and incorporate the same for completion of the documents comprising the Bid.
For completion of documents at Serial No. 7 and 8, detailed instructions are given at Para C below.
3. **Referring to Sub-Para 8.1 of Bid data sheet, the period should be inserted as 07 days.**
4. In Sub-Para 11.1 of Bid data sheet, the Employer should list pertinent information considered vital which is required to be updated to confirm that the bidder continues to meet the prequalification criteria.
5. Referring to Sub-Para 14.1 of Bid data sheet, the period of bid validity may range from ___ to ___ days depending upon the size of the Works, as decided by the Employer.
6. Referring to Sub-Para 15.1 of Bid data sheet, the amount is to be filled in by the Employer as a lump-sum figure ranging from 0% to 5% of the estimated cost of the Works.
7. Referring to Sub-Para 19.2 (b) of Bid data sheet, the Bid Reference Number should be the same as given in Invitation for Bids and the letters of Technical Bid and Financial Bid.
8. All blank spaces in the Bid data sheet are to be filled in by the Employer to complete this document.

C. Form of Bid and Appendices to Bid

1. **Form of Bid (Letters of Technical and Financial Bids)**

Only Bid Reference No. shall be filled in by the Employer (refer Para B.7 above). All other blanks are to be left open for filling in by the Bidder.

2. Appendix-A to Bid:

- (i) The minimum amount of third party insurance should be assessed by the Employer and entered at S. No. 6
- (ii) The time (in days) for completion of the whole of the Works shall be entered by the Employer at S. No. 8.
- (iii) The amount of Liquidated Damages per day of delay and amount of bonus if applicable shall be entered by the Employer at S. No. 9.
The amount of the Liquidated Damages for each day of delay in completion of the whole of the Works, or if applicable for any Section thereof, shall be a sum equal to 10 % of the Estimated Cost of the Works divided by one-fourth of the number of days specified as completion time.
- (iv) The Defects Liability Period is to be entered by the Employer at S. No. 10.
This is generally taken as ___ days
- (v) The minimum amount of Interim Payment Certificate should be determined by the Employer depending upon the size and duration of the Works and entered at S. No 13.

3. **Appendix-B to Bid:**

Where foreign currency payments are foreseen, the entire Appendix-B to Bid should be left blank for filling by the Bidder.

Where no foreign currency payments are foreseen, the Employer should stamp this Appendix-B as "Not Used" and, referring to Sub-Clauses 72.2 and 72.3 of Part I, state in Part II that all payments shall be in local currency only. Clause IB-13 should also be modified accordingly through the changes in Bid data sheet.

4. **Appendix-C to Bid:**

- (vii) **Only contracts having duration of months or more should be liable to price adjustment.**
- (viii) User of the price adjustment provisions may add or delete any element as deemed appropriate.
- (ix) Blank spaces for weightage of each cost element in column 3 of the table should be

filled by the Employer while preparing the Bidding Documents.

- (x) In case the price adjustable elements are not covered in the Federal Bureau of Statistics/ provincial rates regime, the Base price and the source thereof shall be mentioned by the _____ and the corresponding column of the Table should be amended accordingly.
- (xi) This mechanism will be applicable only for price adjustment in local currency.
- (xii) Price adjustment will be applicable to all contracts including Item Rate Contracts, Lumpsum Contracts and %age over Schedule Contracts provided such provision is a part of the Contract.

5. **Appendix-D to Bid:**

Bills for various items are given by way of example only. The Employer should prepare the Bill of Quantities appropriate to the Works. In preparation of the Bill of Quantities, Columns under (1), (2), (3) and (4) should be completed by the Employer whereas spaces under Columns (5) and (6) as well as the Totals at the bottom shall be left blank for filling in by the Bidder.

Referring to Schedule of Daywork Rates for Labour, Materials and Constructional Plant, the types of labour, materials and constructional plant under Column (2) as well as quantities under Column (4) are given by way of example only. The Employer should determine the types of labour, materials and constructional plant as well as the quantities thereof, estimated to be utilized, on Daywork basis depending upon the nature of the Works.

Percentage for overhead and profit on labour and materials and the Total amounts should be left blank for filling in by the Bidder *{Finance department templates for MRs may also be considered by the procuring agency to fix these percentage of these values}* Day work Summary is to be left blank for filling in by the Bidder.

6. **Appendix-E to Bid:**

If the Employer requires partial completion of the Works by Sections (for example Parts-A, B, C etc.), these should be identified and time for completion thereof are to be specified and the blank spaces may be filled in by the Employer.

7. **Appendix-F to Bid:**

The Employer may expand the requirements as stated in this Appendix-F keeping in view the requirements of the Works.

8. **Appendix-G to Bid:**

All blank spaces are to be filled in by the Bidder.

9. **Appendix-H to Bid:**

The Employer may modify the requirements as stated in the Appendix-H keeping in view the requirements of the Works.

10. **Appendices-I, J and K to Bid:**

The blank spaces are to be filled in by the Bidder.

11. **Appendix-L to Bid:**

The Employer is to provide the form of the Integrity Pact which the bidder shall sign and stamp along-with his Bid.

11. **Appendix-M & N to Bid:**

The Employer shall fill in criteria under para 2 of Appendix M as well as requirements under para 2 and at the end of para 3 of Appendix N. The other blank spaces are to be filled in by the Bidder.

D. Forms

1. Bid Security:

The Employer, before issuing the Bidding Documents, should enter the following in the blank spaces:

- (i) Penal Sum of Security, in words as well as figures, which should be the same as established at Sub-Para A.5 above.
- (ii) Bid Reference Number should be the same as per Sub-Para B.7 above.
- (iii) Standard Forms of Securities provided in this document are to be issued by a bank.

E. Part II – Special Conditions of Contract

1. Name and full Address of the Employer as well as that of the Engineer should be filled in by the Employer in the blank spaces provided under Sub-Para (a) (i) and (iv) of Sub-Clause 1.1.
2. Referring to first paragraph of Sub-Clause 2.1(b) information as applicable is provided thereunder.
3. Referring to Sub-Clause 5.2, the Employer may add, in the order of priority, such other documents which form part of the Contract.
4. Referring to Sub-Clause 14.1 of Part II, the Employer should specify the form in which the Programme is to be submitted by the Bidder, e.g., critical path network, simple bar chart or PERT etc.
5. In case the Employer considers that if completion by the Contractor of the whole Works, or of any section thereof, earlier than the specified completion will be of substantial benefit to him, he may keep the Sub-Clause 47.3 “Bonus for Early Completion” in Part II. The rates for each day of early completion will be kept as half of the rate(s) specified for Liquidated Damages subject to a maximum of 5% of the Contract Price stated in the Letter of Acceptance. In addition, the rate(s) and the limit for bonus as determined will be entered in Appendix-A to Bid.
6. Referring to Sub-Clause 59.4 of Part II, **if the Employer desires the Bidder to use the services of nominated subcontractor/s**, the Employer should make necessary provisions of Provisional Sums and provide blank spaces for filling in the percentage rate(s) and estimated amounts resulting therefrom in Appendix-D to Bid. The blank spaces for the rate(s) and the estimated amount/s shall be filled in by the Bidder.
Suitable text referring to such provisions should be added under the Sub-Clause.
7. Referring to Sub-Clause 60.12 of SCC, the Employer should indicate as to which of the three alternatives is adopted, by deleting the other two alternatives.

If Alternative One is adopted, schedule of recovery of the Mobilization Advance should be given there under.

If Alternative Two is adopted, an item in the Bill of Quantities as per example on page BD-7, should be used.

If Alternative Three is adopted, list of materials, estimated quantities to be supplied and the rates thereof to be charged to the Contractor should be given there under.
8. Referring to Sub-Clause 67.3 of Part II, the Employer should state the venue of Arbitration which should be located within Pakistan.
9. Addresses of the Employer and the Engineer are to be entered by the Employer to completely fill in the blanks in Sub-Clause 68.2.

F. Specifications-Special Provisions

To be prepared and incorporated by the Employer. Inclusion of the Conditions of Contract in Special Provisions should be avoided.

G. Specifications-Technical Provisions

To be prepared and incorporated by the Employer.

Precise and clear Specifications are prerequisite for bidders to respond realistically and competitively to the requirements of the Employer without qualifying or conditioning their bids. In the context of both national and international competitive bidding, the Specifications must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of materials, Plant, other supplies, and workmanship to be provided. Only if this is done will the objectives of economy, efficiency, and equality in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation facilitated. The Specifications should require that all materials, Plant, and other supplies to be incorporated in the Works are new, unused, of the most recent or current models, and incorporate all recent improvements in design and materials unless provided otherwise in the Contract. A clause setting out the scope of the Works is often included at the beginning of the Specifications, and it is

customary to give a list of the Drawings. Where the Contractor is responsible for the design of any part of the permanent Works, the extent of his obligations must be stated.

Specification shall be generic and shall not include references to brand names, model numbers, catalogue numbers or similar classifications. However, if the Employer is convinced that the use of or a reference to a brand name or catalogue number is essential to complete an otherwise incomplete specification, such use or reference shall be qualified with the words “or equivalent”.

Care must be taken in drafting Specifications to ensure that they are not restrictive or discriminatory. In the specification of standards for materials, Plant, other supplies, and workmanship, recognized international standards should be used as much as possible. The specifications shall consider all site conditions including seismic conditions, weather conditions and environmental impact. Where other particular standards are used, whether national/ provincial standards or other standards, the Specifications should state that materials, Plant, other supplies, and workmanship meeting other authoritative standards, and which ensure equal performance, as the standards mentioned, will also be acceptable.

H. Drawings

To be prepared and incorporated by the Employer.

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**INVITATION
FOR
BIDS**

INVITATION FOR BIDS

TENDER NOTICE NO.15/2023

Sealed tenders, based on ITEM RATE are hereby invited for the work mentioned below from the contractors/firms registered with Pakistan Engineering Council in relevant Category for the current financial year.

Date of Receiving and Opening: 24-01-2024			Receiving Time 11:00AM		
			Opening Time 11:30AM		
Sr. #	Name of work	Estimated Cost(in Million)	Bid security@ 2% of Estimated Cost in Rs.	Tender Fee (In Rs.)	Time Limit
1	Construction of a Screen House (50'x30'x12') (Fruit Vegetable Crops) with Controlled Irrigation at University of Agriculture, Faisalabad	3.253	65,060/-	500/-	02 Months
2	Construction of Growth Room for Light and Temperature Controlled (2-ton Air conditioner) at Institute of Horticulture & Sciences at UAF	2.250	45,000/-	500/-	02 Months
3	Construction of Mist Unit (Fruit Crops) Temperature Controlled at UAF (Under PARB Project # 20-36)	2.991	59820/-	500/-	02 Months

Terms & Conditions.

4. It is an Open Competitive Bidding of Single Stage Two Envelope procedure as per PPRA Rule-2014.
5. The bid shall be a single package consisting of two separate envelopes, containing separately Technical and Financial Proposals. The envelopes shall be marked as "Financial Proposal" and "Technical Proposal"
6. The Firms intend to participate in bidding must provide following Documents accompanied with Technical Proposal.
 - j- Registration Certificate with Federal Board of Revenue.
 - k- Registration Certificate with Punjab Revenue Authority.
 - l- Registration Certificate of Security & Exchange Commission of Pakistan or Register of Firms (where applicable).
 - m- Registration Certificate with Pakistan Engineering Council in relevant Category.
 - n- Status of Firm (Sole Proprietorship, Partnership, Company etc)
 - o- Affidavit on Stamp Paper of PKR100/- about Non-Blacklist and Non- Litigation.
 - p- Bank Statement providing necessary information about Firm's Bank Account.
 - q- List and brief detail of Completed and In-Hand Projects of similar nature.
 - r- List of Name and Designation of Owner/Directors of Firm.
- 8- Any shortage of above documents will lead to In-Eligibility and the bidder will be declared as Non-Responsive.
- 9- Tender documents can be obtained on payment of prescribed tender fee into the account No, 11-9 /NBP (NDIA), Agri, University Branch through E-Challan issued by the office of Treasure, UAF from the office of the Executive Engineer (ECD-P) UAF or free download from the UAF website http://uaf.edu.pk/directorates/dpiv/dpiv_tenders.html and PPRA website.
- 10- The bid must be dropped in the Tender Box available in the Project Director, (ECD-P) room and not to be handed over to any person of the department ECD-P if the bid is sent by in person and through post, the same instructions be passed on the courier.
- 11- The UAF will not be responsible for any cost any expense incurred by the bidder in connection with the preparation or deliver of bids. In case of official holiday on the day of submission, the next day will be treated as closing date.
- 12- Conditional tender or tender without bid security @ 2% of tender estimated cost in shape of CDR issued by bank in favor of Executive Engineer (ECD-P), UAF will not be entertained.

Sd
(Engr. Abdul Mannan)
Executive Engineer (ECD-P)
041-9200161-70
Emile: ecdp@uaf.edu.pk

**INSTRUCTIONS
TO
BIDDERS**

INSTRUCTIONS TO BIDDERS

(Note: These Instructions to Bidders along with Bid data sheet 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 Bid data sheet hereinafter called “the Employer” wishes to receive bids for the construction and completion of works and remedying any defects therein as described in these Bidding Documents, and summarized in the Bid data sheet 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/scheme from the source (s) indicated in the Bid data sheet in Pak Rupees/ various currencies towards the cost of the project specified in the Bid data sheet and it is intended that the proceeds of this loan/credit/ scheme will be applied to eligible payments under the Contract for which these Bidding Documents are issued.

IB.3 Eligible Bidders

- 3.2 This Invitation for Bids is open to all bidders meeting the following requirements:
 1. Category D-Class or above as Constructor in Pakistan Engineering Council (PEC).
 2. Not black listed by any Govt or Private agency.
 3. Have sufficient Tool and plant for the construction of this magnitude of work.
 4. Registered on active tax payer list of Income tax (FBR) and Punjab Sale tax (PRA)

[Detailed Eligibility Criteria for Works Contracts may be specified by the procuring agency as per its requirements]

- a- Registration Certificate with Federal Board of Revenue.
- b- Registration Certificate with Punjab Revenue Authority.
- c- Registration Certificate of Security & Exchange Commission of Pakistan or Register of Firms (where applicable).
- d- Status of Firm (Sole Proprietorship, Partnership, Company etc)
- e- Affidavit on Stamp Paper of PKR100/- about Non-Blacklist and Non- Litigation.
- f- Bank Statement providing necessary information about Firm’s Bank Account.
- g- List and brief detail of Completed and In-Hand Projects of similar nature.
- h- List of Name and Designation of Owner/Directors of Firm.
- k. A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be Non-Responsive. A Bidder may be considered to have a conflict of interest with one or more parties in this Bidding process, if they:
 - vi. are associated or have been associated, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consulting services for the preparation of the design and other documents to be used.
 - vii. have controlling shareholders in common; or
 - viii. receive or have received any direct or indirect subsidy from any of them; or
 - ix. have the same legal representative for purposes of this Bid; or
 - x. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Agency regarding this Bidding process;

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 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.

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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. Bid data sheet.
3. Specifications – Technical Provisions.
4. Bill of Quantities (Appendix-D to Bid).
5. Form of Contract Agreement.

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.

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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 **prior** to the deadline for submission of bids. The exact number of days will be mentioned in the Bid Data Sheet keeping in view the time given 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 at least three days 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 IB 7.1 hereof and shall be communicated in writing to all purchasers of the Bidding Documents, **at least three (03) days prior to the closing date of submission of the bid.** 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 Bid data sheet and Special 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 Comprising the Bid

11.3 The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Bid and the other the Financial Bid, containing the documents listed in Bid data sheet under the heading of IB 11.1 A & B respectively. Both envelopes to be enclosed together in an outer single envelope called the Bid. Each bidder shall furnish all the documents as specified in Bid data sheet 11.1 A & B.

11.4 Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all partners. Alternatively, a Letter of Intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed agreement. The role to be played by each partner to be specified therein; **and, the concerned partner should have the requisite qualification/ experience to successfully execute the assigned task.** Bids submitted by a joint venture of two (2) or more firms shall also comply with the following requirements:

- (a) In case of a successful bid, the Form of JV Agreement shall be signed so as to be legally binding on all partners within 7 days of the receipt of letter of acceptance failing which the contract and the letter of acceptance shall stand void and redundant.
- (b) One of the joint venture partners shall be nominated as being in charge/ lead partner; 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/ lead partner 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 JV Agreement 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 JV Agreement (in case of a successful bid); and
- (e) A copy of JV agreement shall be submitted before signing of the Contract, stating the conditions under which JV 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. The JV Agreement shall be made part of the contract. 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 The Bidder shall furnish, as part of the Technical Bid, a Technical Proposal including a statement of work methods, equipment, personnel, schedule, **qualification/ experience required to successfully execute the individually assigned tasks** and any other information as stipulated in Bidding Forms, in sufficient detail to demonstrate the adequacy of the Bidders' proposal to meet the work requirements 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 IB 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 **of opening of the 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 the 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. However, **subject to GCC clause 71.1**, payments in foreign currency are not permissible.
- 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 **of opening of the bids**. For the purpose of payments, the exchange rates used in bid preparation shall apply for the duration of the Contract. Rule 32(2) of PPR-14 shall be applicable for rate of exchange of foreign currencies.

IB.14 Bid Validity

- 14.1 Bids shall remain valid for the period stipulated in the Bid data sheet after the Date of Bid Opening specified in Clause IB.23.

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- 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 or 180 days whichever is more. 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. Rule 28 of PPR-14 shall be applicable for Bid Validity period.

IB.15 Bid Security

- 15.1 Each bidder shall furnish, as part of his bid, a Bid Security in the amount stipulated in the Bid data sheet 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 in favor of the Employer valid for a period 30 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, after expiry of grievance period or disposal of complaint if any, complying with the relevant provisions of PPR-14.
- 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 IB 22.1;
 - (b) If the bidder does not accept the correction of his Bid Price pursuant to IB 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 Contract Agreement, or
 - (iii) Furnish the required JV agreement within 7 days of the receipt of letter of acceptance.

IB.16 Alternate Proposals by Bidder

16.1 No alternate proposals are allowed in single stage two envelope method.

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 Bid data sheet. 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 IB 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

18.2 Bidders are particularly directed that the amount entered on the Letter of Financial 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.

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18.3 No alteration is to be made in the Financial Bids and Technical Bids 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 The Bidder shall prepare one original of the Technical Bid and one original of the Financial Bid comprising the Bid as described in Bid data sheet against IB 11 and clearly mark it "ORIGINAL - TECHNICAL BID" and "ORIGINAL - FINANCIAL BID". In addition, the Bidder shall submit two (2) copies of the Bid and clearly mark each of them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

18.5 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the Bid data sheet and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, except for unamended printed literature, shall be signed or initialed by the person signing the bid.

18.6 Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.

18.7 Bidders shall indicate in the space provided in the Letter of Technical and Financial Bids, 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 FOR SINGLE STAGE TWO ENVELOPE BIDDING PROCEDURE**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.
- (e) The envelopes containing the ORIGINAL and copies will be put in one sealed envelope and addressed / identified as given in IB 19.2 hereof.
- (c) The technical bid should comprise of documents listed in IB11.1 (A) & the Financial Bid should comprise of documents listed in IB 11.1 (B) which shall be placed in separate envelopes in accordance with IB 11.1.

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19.2 The inner and outer envelopes shall:

Contractor

(19)

Executive Engineer

- (a) Be addressed to the Employer at the address provided in the Bid data sheet;
 - (b) Bear the name and identification number of the contract as defined in the Bid data sheet; and
 - (c) Provide a warning not to open before the time and date for bid opening, as specified in the Bid data sheet.
- 19.3 In addition to the identification required in IB 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 Bid data sheet.
- (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.
- (f) 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.
- (g) 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. (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.
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- (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 or withdraw 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 IB 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 FOR SINGLE STAGE TWO ENVELOPE BIDDING PROCEDUR

IB. 23 Bid Opening

- 23.1 The Employer will open the Technical Bids in public at the address, date and time specified in the Bid data sheet in the presence of Bidders` designated representatives and anyone who choose to attend. The Financial Bids will remain unopened and will be held in custody of the Employer until the specified time of their opening.

- 23.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal and is read out at bid opening.
- 23.3 Second, outer envelopes marked “SUBSTITUTION” shall be opened. The inner envelopes containing the Substitution Technical Bid and/or Substitution Financial Bid shall be exchanged for the corresponding envelopes being substituted, which are to be returned to the Bidder unopened. Only the Substitution Technical Bid, if any, shall be opened, read out, and recorded. Substitution Financial Bid will remain unopened in accordance with IB 23.1. No envelope shall be substituted unless the corresponding

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Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.

- 23.4 Next, outer envelopes marked “MODIFICATION” shall be opened. No Technical Bid and/or Financial Bid shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of Technical Bids. Only the Technical Bids, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Financial Bids, both Original and Modification, will remain unopened in accordance with IB 23.1. The Bidders’ representatives who are present shall be requested to sign the record. The omission of a Bidder’s signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.
- 23.5 Other envelopes holding the Technical Bids shall be opened one at a time, and the following read out and recorded:
- (e) the name of the Bidder;
 - (f) whether there is a modification or substitution;
 - (g) the presence of a Bid Security, if required; and
 - (h) Any other details as the Employer may consider appropriate.

No Bid shall be rejected at the opening of Technical Bids except for late bids, in accordance with IB 21.1. Only Technical Bids read out and recorded at bid opening, shall be considered for evaluation.

Preliminary Examination of Technical Bids

- 23.6 a) The Employer shall first examine qualification and experience Data as per appendix M and N submitted by the Bidder. The technical proposal examination of those bidders only shall be taken in hand who meet the minimum requirement as mentioned in appendix M and N. Only substantially responsive qualification shall be considered for further evaluation.
- c) The Employer shall examine the Technical Bid to confirm that all the documents have been provided, and to determine the completeness of each document submitted.
- 23.7 The Employer shall confirm that all the documents and information have been provided for evaluation of Technical bid as required under these bidding documents.
- 23.8 At the end of the evaluation of the Technical Bids, the Employer will invite only those bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified for award to attend the opening of the Financial Bids.

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The date, time, and location of the opening of Financial Bids will be advised in writing by the Employer. Bidders shall be given reasonable notice for the opening of Financial Bids.

- 23.9 The Employer will notify Bidders in writing who have been rejected on the grounds of their Technical Bids being substantially non-responsive to the requirements of the Bidding Document and return their Financial Bids unopened as per 38(2)(a)(vii) of PPR-14.
- 23.10 The Employer shall conduct the opening of Financial Bids of all Bidders who submitted substantially responsive Technical Bids, publically in the presence of Bidders’ representatives who choose to attend at the address, date and time specified by the Employer. The Bidder’s representatives who are present shall be requested to sign a register evidencing their attendance.

23.11 All envelopes containing Financial Bids shall be opened one at a time and the following read out and recorded:

- (e) The name of the Bidder;
- (f) Whether there is a modification or substitution;
- (g) The Bid Prices, including any discounts; and
- (h) Any other details as the Employer may consider appropriate.

Only Financial Bids and discounts, read out and recorded during the opening of Financial Bids shall be considered for evaluation. No Bid shall be rejected at the opening of Financial Bids.

23.12 If this Bidding Document allows Bidders to quote separate prices for different contracts, and the award to a single Bidder of multiple contracts, the methodology to determine the lowest evaluated price of the contract combinations is that which is most economical to the Employer.

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 final bid evaluation report which shall be done at least 10 days prior to the award of Contract. The announcement to all Bidders will include table(s) comprising read out prices, discounted prices, price adjustments made (if applicable), 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 ten 10 days after the announcement of Technical and Financial Bids. No bidder will be allowed to file grievance petition w.r.t. Technical Evaluation after announcement/ uploading of Financial Evaluation Report. However mere fact of lodging a complaint shall not warrant suspension of the procurement process.

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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.

25.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Employer's request for clarification, its bid may be rejected. Rule 33 of PPR-14 shall be applicable for clarifications.

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; (iv) Includes signed Integrity Pact where required as per clause IB.35; and (v) conforms to all the terms, conditions and specifications of the Bidding Documents, without material deviation or reservation (vi) meets the qualification criteria as specified in Appendix-M & N. 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; (iii) adoption/rectification whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids. Only substantially responsive bid shall be considered for further evaluation.

26.3 If a bid is not substantially responsive, it may not subsequently be made responsive by correction or withdrawal of the non-conforming material deviation or reservation. The Employer may, however, seek confirmation/ clarification in writing which shall be responded in writing.

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.

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- 27.2 The amount stated in the Letter of Financial 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 IB.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 Day work; 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 IB 29.2.

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- 29.2 The Employer, at any stage of the bid evaluation, having credible reasons for or prima facie evidence of any defect in bidder's capacities, may require the bidders 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 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 by giving reasons, and to annul the bidding process and reject all bids, at any time prior to the acceptance of any bid or proposal, 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, the lowest evaluated bidder may further reduce the Bid Price voluntarily without compromising the quality/ quantity.
- 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.
- 31.4 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. No bid security can be returned without exhausting the grievance period or without finally disposing off the complaint of the non-responsive bidder. However, bid security may be returned earlier if any bidder submits affidavit that he is satisfied with the proceedings and hence his bid security may be returned.

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 Bid data sheet and the Conditions of Contract within a period of 14 days after the receipt of Letter of Acceptance. On submission of Performance Security, the bid security of the successful bidder may be returned.
- 32.2 Failure of the successful bidder to comply with the requirements of IB.32.1 or IB.33 or IB.35 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. Rule 56 of PPR-14 shall be applicable for performance Security.

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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 concerned forum(s). Upon such reference, the concerned forum(s) 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 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. Submission of Bids shall be construed as evidence that the bidder has admitted all provisions of the Instruction to the Bidders.

IB.37 PPRA Act, 2009 and PPR-14 will have over-riding effect

PPRA Act, 2009 and PPR-14 as amended upto date will supersede and will have an over-riding effect in case in case of any contradiction with these Instructions, the Contract or any other part of the Bidding Documents.

BID DATA SHEET

BDS-1

BDS-2

Contractor

(25)

Executive Engineer

BID DATA SHEET

1.2 Name and address of the Employer:

University of Agriculture, Faisalabad

1.1 Name of the Project & Summary of the Works:

Construction of Growth Room for Light and Temperature Controlled (2-ton Air conditioner) at Institute of Horticulture & Sciences at UAF

Estimated Cost:- 2.250

Time Duration:- 02-Months

8.1 Time limit for clarification:

07 days prior to the date of submission of bids.

10.1 Bid language:

The bid language is English

Joint venture(JV)

Joint venture is not eligible to apply for tenders.

11.1 (A) The Bidder shall submit with its Technical Bid the following documents:

- (i) Letter of Technical Bid
- (j) Bid Security
- (k) Written confirmation authorizing the signatory of the Bid to commit the Bidder
- (l) Pending litigation information
- (m) Certificate that the bidder is not blacklisted by any Procuring Agency
- (n) Organization Chart for Supervisory Staff (appendix –K)
- (o) Integrity Pact (appendix –L)
- (p) Past Performance, Current Commitment, Qualification and Experience (appendix –N)

11.1(B) The Bidder shall submit with its Financial Bid the following documents:

- (c) Letter of Financial Bid
- (d) Bill of Quantities (appendix –D)

BDS-4

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

14.1 Period of Bid Validity:

90 days

15.1 Amount of Bid Security:

Rs 45,000/-

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

Not Applicable

18.4 Number of copies of the Bid to be completed and returned:

One Original Technical proposal and one Original Financial Proposal

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

Executive Engineer, Engineering Construction Department (Projects), University of Agriculture, Faisalabad

19.2(b) Name and Number of the Contract:

20.1(a) Deadline for submission of bids:

January 24, 2024 at 11:00 am

BDS-5

23.2 Venue, time, and date of Bid opening:
The Technical bids will be opened in the office of Project Director, Engineering Construction Department (Projects) at University of Agriculture, Faisalabad January 24, 2024 at 11:30 am

32.1 Standard form and amount of Performance Security acceptable to the Employer:
The performance guarantee shall be submitted as per PPRA Rules 56
 The Employer, at any stage of the bid evaluation, having credible reasons for or prima facie evidence of any defect in Bidder’s capacities, may require the Bidder to provide information concerning their professional, technical, financial, legal or managerial competence whether already declared substantially responsive.”

32.2 **Performance Security**
 The lowest evaluated bidder will be required to furnish the Performance Guarantee/Quality Assurance Security (where ever required) before entering into a contract. Should the evaluated bidder refuse or failed for any reason to furnish the performance guarantee/ quality Assurance Security, it should constitute a just cause for rejection of his tender / annulment of award and in event of such rejection/ annulment, the entire earnest money shall be forfeited to Government, as compensation for such default.

32.3 In case the total tendered amount is less than 5% of the approved Estimated (DNIT) amount, the lowest bidder will have to deposit Quality Assurance Security from the Scheduled Bank equal to the amount of difference between approved DNIT amount and the quoted bid amount as given below, within 15 days of issuance of the notice or within expiry period of bid, whichever is earlier

TOTAL TENDERED AMOUNT BELOW CORRESPONDING ESTIMATED COST.	ADDITIONAL PERFORMANCE SECURITY.
5%	5%
6%	6%
7%	7%
8%	8%
9%	9%
10%	10%
& So on	& So on

At the time, the Engineer-in-charge informs the lowest bidder in writing, bidder will provide performance guarantees/ Quality assurance Security (wherever required) within 15 days from the receipt of letter, failing which his bid will be rejected and bid security will be forfeited.

Promptly after the opening of Tenders, the Engineer-in-charge will undertake a detailed evaluation of tenders. The Engineer-in-charge will determine whether each tender is substantially responsive to the requirements of the tender documents and conforms to all the terms, conditions and specifications of the tender documents without material deviation or reservation. If a tender is not substantially responsive to the requirements of the tender documents, it will be rejected by the engineer-in-charge and may not subsequently be made responsive by the tenderer having corrected or withdrawn the non-confirming deviation or reservation.

TECHNICAL EVALUATION CRITERIA

Eligible Bidders

This Invitation for Bids is open to all bidders meeting the following requirements:

- a. Category D-Class or above as Constructor in Pakistan Engineering Council (PEC).
- b. Not black listed by any Govt or Private agency.
- c. Have sufficient Tool and plant for the construction of this magnitude of work.
- d. Registration Certificate with Federal Board of Revenue.
- e. Registration Certificate with Punjab Revenue Authority.
- f. Registration Certificate of Security & Exchange Commission of Pakistan or Register of Firms (where applicable).
- g. Status of Firm (Sole Proprietorship, Partnership, Company etc)
- h. Affidavit on Stamp Paper of PKR100/- about Non-Blacklist and Non- Litigation.
- i. Bank Statement providing necessary information about Firm's Bank Account.
- j. List and brief detail of Completed and In-Hand Projects of similar nature.
- k. List of Name and Designation of Owner/Directors of Firm.

A firm /Bidder, JV partner or Subcontractor) shall not be eligible to participate in this bidding process while under temporary suspension or debarment/ blacklisting by the Employer, any Government/Semi Government/Public Department in Pakistan (whether notified or not by PPRA on its website) or in the Bidder's home country." (An affidavit to this effect on non-judicial stamp paper of Rs. 100 value is required to be attached in the technical proposal)

**Letters of Technical Bid/ Financial Bid,
And
Appendices to Bid**

Letter of Technical Bid

Date:

Bid Reference No:

(Name of Contract/Works)

To:

We, the undersigned, declare that:

(f) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (IB). Complete bidding document is binding upon us and we fully understand that the PPRA Act, 2009 and the PPR-14 as amended upto date supercedes this bidding document, in case of any contradiction, and the same are also binding upon us;

(g) We offer to execute and complete in conformity with the Bidding Documents the following Works:.....

Our Bid consisting of the Technical Bid and the Financial Bid shall be valid for a period of days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(h) As security for due performance of the under takings and obligations of our bid, we submit here with a Bid security, in the amount specified in Bid data sheet, which is valid (at least) 30 days beyond validity of Bid itself.

(i) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process.

LTB-2

(j) We agree to permit Employer or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors. This permission is extended for verification of any information provided in our Technical Bid which comprises all documents enclosed herewith in accordance with IB.11.1 of the Bid data sheet.

Name

In the capacity of

Signed

.....

Duly authorized to sign the Bid for and on behalf of

Date

Address.....

Letter of Financial Bid

Date:

Bid Reference No:

(Name of Contract/Works)

To:

We, the undersigned, declare that:

- (j) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (IB)9;
- (k) The total price of our Bid, excluding any discounts offered in item (c) below is:_____
- (l) The discounts offered and the methodology for their application are:_____
- (m) Our Bid shall be valid for a period of days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (n) If our Bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;

LPB-2

- (o) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed and we do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other bidder for the Works.
- (p) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (q) We agree to permit Employer or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors. This permission is extended for verification of any information provided in our Technical Bid which comprises all documents enclosed herewith in accordance with IB.11.1 of the Bid data sheet.
- (r) If awarded the contract, the person named below shall act as Contractor's Representative.

Name

In the capacity of

Signed

Duly authorized to sign the Bid for and on behalf of

Date

Address.....

BILL OF QUANTITIES

Bill No. 1 Earthworks

Item	Description	Unit	Quantity	Rate		Amount Rupees
				Rupees in figures	Rupees in words	
1	2	3	4	5		6
101	Refer to Volume – 3 Bill of Quantities					
102						
103						
104						
105						
106						
Total for Bill No. 1 (Carried forward to Summary Page)						

BILL OF QUANTITIES

Bill No. 2 Brick work

<i>Item</i>	Description	Unit	Quantity	Rate		Amount Rupees
				Rupees in figures	Rupees in words	
1	2	3	4	5		6
201	Refer to Volume – 3 Bill of Quantities					
202						
203						
204						
205						
206						
Total for Bill No. 2 (Carried forward to Summary Page)						_____

BILL OF QUANTITIES

Bill No. 3 Concrete Works

Item	Description	Unit	Quantity	Rate		Amount Rupees
				Rupees in figures	Rupees in words	
1	2	3	4	5		6
301	Refer to Volume – 3 Bill of Quantities					
302						
303						
304						
305						
306						
Total for Bill No. 3						_____
(Carried forward to Summary Page)						

BILL OF QUANTITIES

Bill No. 4 Plaster, Fair face and finishing works

Item	Description	Unit	Quantity	Rate		Amount Rupees
				Rupees in figures	Rupees in words	
1	2	3	4	5		6
401	Refer to Volume – 3 Bill of Quantities					
402						
403						
404						
205						
406						
Total for Bill No. 4 (Carried forward to Summary Page)						

BILL OF QUANTITIES

Bill No. 5 Miscellaneous Items

Item	Description	Unit	Quantity	Rate		Amount Rupees
				Rupees in figures	Rupees in words	
1	2	3	4	5		6
501	Refer to Volume – 3 Bill of Quantities					
502						
503						
504						
505						
506						
Total for Bill No. 5						_____
Carried forward to Summary Page)						

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

(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 the Punjab (GoPb) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoPb 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 GoPb, 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 GoPb 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 GoPb under any law, contract or other instrument, be voidable at the option of GoPb.

Notwithstanding any rights and remedies exercised by GoPb in this regard, [name of Supplier] agrees to indemnify GoPb for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoPb in an amount equivalent to ten times 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 GoPb.

Name of Employer:
Signature:
[Seal]

Name of Contractor:
Signature:
[Seal]

FINANCIAL COMPETENCE AND ACCESS TO FINANCIAL RESOURCES

The financial position of the bidder shall be checked as per following details:

2. SOUNDNESS AND ACCESS TO FINANCIAL RESOURCES:

“The Bidder must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credits, and other financial means, other than any contractual advance payments, to meet the financial requirements of the contract in the amount of his bid. As a minimum, the Bidder must show that his resources, in terms of at least his latest years working capital and line of credits, will be adequate to cover an amount equivalent to his bid price and current work commitments i.e.

[5 x working capital + Project/General {to be decided by the procuring agency} specific lines of credit* – 40% of current contract commitments] ≥ Estimated Price of the works/PC-1.

{above said formula is just for an example, however, the procuring agency may make changes in above said formula judiciously keeping in view the requirement of any specific project}

Working capital is the difference between current assets and current liabilities and measures the firm’s ability to generate cash in the short term.”

**Any line of credit indicated for this (tendered) project needs to have been certified by the Bank and the said certificate is enclosed with this Appendix.*

Note:- If JV is allowed then this Appendix has to be modified accordingly listing all the information for financial competence and access to financial resource of the lead partner/JV members.

PAST PERFORMANCE, CURRENT COMMITMENT, QUALIFICATION AND EXPERIENCE

1) General Construction Experience

Requirement	Bidder to Provide details	Role
Experience under construction contracts in the role of contractor, subcontractor, or management contractor for at least the last 10 years prior to the bid submission deadline.		

2) Contracts of Similar Size and Nature

Requirement	Bidder to provide specific details	Role
Experienced in construction of project(s) of similar nature and complexity.		

Note:- If JV is allowed then this Appendix has to be modified accordingly listing all the information for past performance, current commitments, qualification and experience of the lead partner/JV members.

3) Personnel

No.	Position	Total No in the Firm	Minimum requirement for the Project*	Total Work Experience [years]	Nos. already posted on other projects	Nos. being allocated for this project
1						
2						
3						
4						
5						

- The Bidder must demonstrate that it has the personnel for the **key positions** that meet the following requirements:
- 01 page CV need to be added for each key staff

5) Data regarding past performance and present commitment of the Bidders:

Present Commitment								
Sr No.	Name of ongoing project(s)	Name of Employer	Date of		Progress		Remarks regarding delays if applicable	Satisfactory performance certificate from employer (Minimum requirement)
			Start	Completion	%Age as planned	%Age at actual		
1.								
2.								
3.								
4.								
5.								
6.								

CONDITIONS OF CONTRACT

REVISED CONTRACT FORM FOR

EXECUTION OF WORK

UPDATED ON 16.11.2022

Download from Finance Department Govt. of Punjab

UNIVERSITY OF AGRICULTURE, FAISALABAD

CONSTRUCTION OF GROWTH ROOM FOR LIGHT AND TEMPERATURE CONTROLLED (2-TON AIR CONDITIONER) AT INSTITUTE OF HORTICULTURE & SCIENCES AT UAF

SUMMARY OF COST

Sr. No.	Description	Amount (Rs.)
A)	Civil Work	
	TOTAL	
	Add 5% Punjab Sales Tax (PRA)	
	GRAND TOTAL	

Amount in words: _____

**CONSTRUCTION OF GROWTH ROOM (12' x 10') FOR LIGHT AND TEMPERTURE CONTROL
AT INSTITUTE OF HORTICULTURE & SCIENCE AT UAF.**

S.#	Ref.	Description	Unit	Qty.	Rate Quoted by the Contractor	Amount
1	ch.3 item 21-b	Excavation in foundation of building, bridges and other structures, including dagbelling, dressing, refilling around structure with excavated earth, watering and ramming lead upto one chain (30 m) and lift upto 5 ft. (1.5 m) ordinary soil	1000 Cft	750.00		
2	ch.26/43	Spraying termite proofing by using liquid FMC/ Biflex / Terminex Exin/ Ms Hextar or equivalent @specified suspension concentrate (SC), Mixing Ability-HEXTAR with Ratio (1:250) = 540 Sft or equivalent approved liquid applying with shower and certificate will beprovidedby thecontractorfor 10-years complete in all respect .as approved by the Engineer Incharge.	P. Sft	690.00		
3	ch.6/3b	Cement concrete brick ballast 1 1/2" to 2" (40 mm to 50 mm) gauge, in foundation and plinth ratio (1:4:8).	100cft	160.00		
4	ch.6/5	Cement concrete plain including placing, compacting , finishing and curing complete (including screening and washing of stone aggregate):- Ratio 1: 4: 8	100 cft	62		
5	ch.6/12	Fabrication of mild steel reinforcement for cement concrete, including cutting, bending, laying in position, making jointsand fastenings, including cost of binding wire and labour charges for binding of steel reinforcement (also includes removal of rust from bars):- (a) Plain bars ('c) Deformed bars (Grade-60)	100 kg	760.00		
6	ch.6/6	(a) (i) Reinforced cement concrete in roof slab, beams,columns lintels, girders and other structural members laid in situ or precast laid in position, or prestressed members cast in situ, complete in all respects:- (3) (c) Type C (nominal mix 1: 2: 4)	per cft	380.00		

7	ch.7/4i	Pacca Brick work in Foundation and Plinth in cement, sand mortar ratio (1:6).	100 Cft	660		
8	ch.6/36	Providing and laying damp proof course of cement concrete 1:2:4 (using cement,sand and shingle) including bitumen coating with one coat bitumen and one coat polythene sheet 500 gauge thick 2")	100cft	63.00		
9	ch.7/5	Pacca Brick work in (1:5) C.S mortar in ground floor .	100 Cft	882.00		
10	ch.3/15	Filling, watering and ramming earth under floors:- i) with surplus earth from foundation, etc.	1000 cft	500.00		
11		Filling, watering and ramming earth under floors:- ii) with new earth excavated from outside, lead upto one chain (6 mile)	1000 cft	798.00		
12	ch.11/11	Cement plaster 1:5 on internal walls upto 20' (6 m) height and 1/2" (13 mm) thick.	100 sft	336.00		
13	ch.11/11	Cement plaster 1:5 on internal walls upto 20' (6 m) height and 3/4" (20 mm) thick.	100 sft	420.00		
14	ch.9/5	Single layer of tiles 9"x4½"x1½" (225x113x40 mm) laid over 4"(100 mm) earth and 1" (25 mm) mud plaster without Bhoosa, grouted with cement sand 1:3 on top of RCC roof slab, provided with 34 lbs. per %Sft. or 1.72 Kg/Sq.m bitumen coating sand blinded.i/c P/L polythene sheet 500 gauge	100 sft	195.00		
15	ch.9/15	Construction of Khuras on roof 2' x 2' x 6"	Each	1.00		
16	ch.6/5	Cement concrete plain including placing, compacting , finishing and curing complete (including screening and washing of stone aggregate):- Ratio 1: 2: 4	100 cft	1663		
17	ch.10/3	Supplying and filling sand under floor; or plugging in wells	100 cft	140		
18	ch.10/4	Providing, laying, watering and ramming brick ballast 1½ to 2"(40 mm to 50 mm) gauge mixed with 25 % sand, for floor foundation, complete in all respects	100 sft	140		
19	ch.11/18	Cement pointing deep struck joints, on walls, upto 20' (6.00 m) hieght:- b) ratio 1:3	100 sft	840		

20	ch.10/16	Providing and laying topping of cement concrete 1:2:4, including surface finishing and dividing in panels:- 1½"(40 mm) thick	100 sft	178		
21	ch.10/41	Providing and fixing marble strip of any shade for dividing the mosaic flooring into panels 1-1/2"x3/8" (40x10 mm)	p.sft	115		
22	ch.6/35	Providing and fixing thermopore (foamed polythene) sheet in horizontal and vertical expansion joints: 1½" (40 mm) thick thermopore sheet	P. Sft	672		
23	ch.23/27b	Providing, laying, cutting, jointing, testing and disinfecting PVC / uPVC pipe line with `B' Class working pressure pipe, in trenches, complete in all respects:- b) 4" i/d (100 mm)	rft	14.00		
24	ch.23/38	Providing and installing P.V.C. bends, of B.S.S Class `B' working pressure:- b) 4" i/d (100 mm)	Each	2.00		
25	ch.9/22	Shoes, bends or offsets for cast iron rain water down pipe, including fixing and painting.	Each	2.00		
26	ch.9/16	Bottom Khuras of brick masonry in cement mortar 1:6,4'x2'x4½" (1200x600x113 mm) over 3" (75 mm) cement concrete 1:4:8.	Each	3.00		
27	ch.12/51	P/F1-1/2" thick solid flush door comprising of 2.5mm thick Commercial ply compressed over 2.5mm thick commercial ply over 1" thick packing wood in style and rails under proper pressure i/c the cost of nails, tower bolt, handles, glue, sawing charges, Painting charges, sand papering and 3/8" thick matching wooden lipping as approved and directed by the Engineer Incharge.	sft	28.00		
28	ch.12/58	Providing and fixing ornamental wooden architrave 3" x(1½" tapered to ¼") all along the door frame complete in all respect.b) Deodar wood architrave	sft	28.00		
29	ch.11/22	Priming coat of chalk under distemper.	100 sft	672.00		
30	ch.13/5c	Preparing surface and painting of doors and windows any type (including edges) 3 Coats New Surface	100sft	70.00		
31	ch.11/10	Cement plaster ratio 1:3 under soffit of RCC roof slabs only , upto 20' height. 3/8" (10 mm) thick. (ceiling plaster)	100 sft	188.00		
					Total Rs.	

**SPECIFICATIONS-
TECHNICAL PROVISIONS
REFER TO VOLUME 04
(STANDARDS SPECIFICATION
FOR EXECUTION OF BUILDING
WORKS)**



UNIVERSITY OF AGRICULTURE, FAISALABAD

STANDARD BIDDING DOCUMENT

Procurement of Civil Works

**Construction of Mist Unit (Fruit Crops) Temperature Controlled at UAF (Under PARB
Project # 20-36)**

INSTRUCTIONS TO

**USERS OF THIS
DOCUMENT**

INSTRUCTIONS TO USERS OF THIS DOCUMENT

(Not to be included in Bidding Documents)

This standard Form of Bidding Documents for procurement of Works-SSTE Bidding Procedure is prepared with necessary changes where required, to make the document compatible with the Punjab Procurement Regulatory Authority Act, 2009 (PPRA Act-09), Punjab Procurement Rules, 2014 as amended upto-date (PPR-14) and Finance Department Govt. of Punjab Pakistan

As stated in Clause IB.7 of the Instructions to Bidders, the complete Bidding Documents shall comprise Seven items listed therein and any Addenda issued in accordance with Clause IB.9. The Standard Bidding Documents, in addition to Invitation for Bids, includes the following:

1. Instructions to Bidders.
2. Bid Data Sheet.
3. A Certificate that the bidder is not blacklisted by any Procuring Agency.
4. Bill of Quantities.
5. Form of Contract Agreement.

The Instructions to Bidders can be used as given. User may have to make changes in the text under some special circumstances. Any change should be made with care and only in the Section "Bid Data Sheet".

The General Conditions of Contract and Special Conditions of Contract may be retained as such. Any further amendment in the Special Conditions of Contract can be made by the users only as indicated in Para E hereinafter or within the Special Conditions of Contract.

Completion of the Forms and preparation of Bill of Quantities should be made as suggested hereinafter.

The user (Procuring Agency/ Administrative Department/ Employer etc) is required to prepare the following for completion of the Bidding Documents:

- (i) Special Conditions of Contract (as specified herein).
- (ii) Specifications - Special Provisions.
- (iii) Specifications - Technical Provisions.
- (iv) Bill of Quantities.

The user's attention is drawn to the Preface and it is once again emphasised that while preparing their part in SCC, Clause of Part I must be taken into consideration and, that the amendments made in Part II should be such as not to change the spirit of the document. However, in no case, the changes shall violate the PPRA Act, 2009 and the PPR-14 as amended upto-date.

A. Invitation for Bids

1. The "Invitation for Bids" is meant for publication in the national/ international newspapers, as well as on PPRA Website in case of Provincial Govt. procuring agencies. All the blank spaces are to be filled in by the Employer. The eligible bidders are defined in Clause IB.3 of Instructions to Bidders.
2. The notice should be published so as to give the prospective bidders sufficient time for preparation and submission of bids which shall not be less than fifteen days for national competitive bidding and thirty days for international competitive bidding depending on the size of the Works. The advertisement should preferably be sent at least 10-15 days before the date of publication to make up for the time consumed by the DGPR and to avoid violation of rule 14 of the PPR-14.
3. If the Works are not financed from loan/ credit, the first paragraph should be modified accordingly.
4. The non-refundable fee for the sale of Bidding Documents should be nominal so as to cover reproduction and mailing costs and to ensure that only bonafide bidders will apply.
5. The amount of Bid Security should be a lump sum figure ranging from 2 0% to 5% of the estimated cost of the Works and should be the same as given at Sub-Clause 15.1 of Instruction to Bidders.
6. The venue and time of receipt of bids and the venue and time of opening of bids are to be entered in the last paragraph of the Invitation for Bids. However, date for the receipt and

Contractor

(4)

Executive Engineer

opening of bids shall be same.

B. Instructions, to Bidders and Bid Data

1. If the Works are not financed from a loan/credit, Sub-Para 2.1 of Bid Data should be modified accordingly.
2. The Employer shall prepare the documents listed at Serial Nos. 4,5,6,8 and 12 of Sub-Clause 7.1 of Instructions to Bidders and incorporate the same for completion of the documents comprising the Bid.
For completion of documents at Serial No. 7 and 8, detailed instructions are given at Para C below.
3. **Referring to Sub-Para 8.1 of Bid data sheet, the period should be inserted as 07 days.**
4. In Sub-Para 11.1 of Bid data sheet, the Employer should list pertinent information considered vital which is required to be updated to confirm that the bidder continues to meet the prequalification criteria.
5. Referring to Sub-Para 14.1 of Bid data sheet, the period of bid validity may range from ___ to ___ days depending upon the size of the Works, as decided by the Employer.
6. Referring to Sub-Para 15.1 of Bid data sheet, the amount is to be filled in by the Employer as a lump-sum figure ranging from 0% to 5% of the estimated cost of the Works.
7. Referring to Sub-Para 19.2 (b) of Bid data sheet, the Bid Reference Number should be the same as given in Invitation for Bids and the letters of Technical Bid and Financial Bid.
8. All blank spaces in the Bid data sheet are to be filled in by the Employer to complete this document.

C. Form of Bid and Appendices to Bid

1. **Form of Bid (Letters of Technical and Financial Bids)**

Only Bid Reference No. shall be filled in by the Employer (refer Para B.7 above). All other blanks are to be left open for filling in by the Bidder.

2. Appendix-A to Bid:

- (i) The minimum amount of third party insurance should be assessed by the Employer and entered at S. No. 6
- (ii) The time (in days) for completion of the whole of the Works shall be entered by the Employer at S. No. 8.
- (iii) The amount of Liquidated Damages per day of delay and amount of bonus if applicable shall be entered by the Employer at S. No. 9.
The amount of the Liquidated Damages for each day of delay in completion of the whole of the Works, or if applicable for any Section thereof, shall be a sum equal to 10 % of the Estimated Cost of the Works divided by one-fourth of the number of days specified as completion time.
- (iv) The Defects Liability Period is to be entered by the Employer at S. No. 10.
This is generally taken as ___ days
- (v) The minimum amount of Interim Payment Certificate should be determined by the Employer depending upon the size and duration of the Works and entered at S. No 13.

3. **Appendix-B to Bid:**

Where foreign currency payments are foreseen, the entire Appendix-B to Bid should be left blank for filling by the Bidder.

Where no foreign currency payments are foreseen, the Employer should stamp this Appendix-B as "Not Used" and, referring to Sub-Clauses 72.2 and 72.3 of Part I, state in Part II that all payments shall be in local currency only. Clause IB-13 should also be modified accordingly through the changes in Bid data sheet.

4. **Appendix-C to Bid:**

- (xiii) **Only contracts having duration of months or more should be liable to price adjustment.**
- (xiv) User of the price adjustment provisions may add or delete any element as deemed appropriate.
- (xv) Blank spaces for weightage of each cost element in column 3 of the table should be

filled by the Employer while preparing the Bidding Documents.

- (xvi) In case the price adjustable elements are not covered in the Federal Bureau of Statistics/ provincial rates regime, the Base price and the source thereof shall be mentioned by the _____ and the corresponding column of the Table should be amended accordingly.
- (xvii) This mechanism will be applicable only for price adjustment in local currency.
- (xviii) Price adjustment will be applicable to all contracts including Item Rate Contracts, Lumpsum Contracts and %age over Schedule Contracts provided such provision is a part of the Contract.

5. **Appendix-D to Bid:**

Bills for various items are given by way of example only. The Employer should prepare the Bill of Quantities appropriate to the Works. In preparation of the Bill of Quantities, Columns under (1), (2), (3) and (4) should be completed by the Employer whereas spaces under Columns (5) and (6) as well as the Totals at the bottom shall be left blank for filling in by the Bidder.

Referring to Schedule of Daywork Rates for Labour, Materials and Constructional Plant, the types of labour, materials and constructional plant under Column (2) as well as quantities under Column (4) are given by way of example only. The Employer should determine the types of labour, materials and constructional plant as well as the quantities thereof, estimated to be utilized, on Daywork basis depending upon the nature of the Works.

Percentage for overhead and profit on labour and materials and the Total amounts should be left blank for filling in by the Bidder *{Finance department templates for MRs may also be considered by the procuring agency to fix these percentage of these values}* Day work Summary is to be left blank for filling in by the Bidder.

6. **Appendix-E to Bid:**

If the Employer requires partial completion of the Works by Sections (for example Parts-A, B, C etc.), these should be identified and time for completion thereof are to be specified and the blank spaces may be filled in by the Employer.

7. **Appendix-F to Bid:**

The Employer may expand the requirements as stated in this Appendix-F keeping in view the requirements of the Works.

8. **Appendix-G to Bid:**

All blank spaces are to be filled in by the Bidder.

9. **Appendix-H to Bid:**

The Employer may modify the requirements as stated in the Appendix-H keeping in view the requirements of the Works.

10. **Appendices-I, J and K to Bid:**

The blank spaces are to be filled in by the Bidder.

11. **Appendix-L to Bid:**

The Employer is to provide the form of the Integrity Pact which the bidder shall sign and stamp along-with his Bid.

11. **Appendix-M & N to Bid:**

The Employer shall fill in criteria under para 2 of Appendix M as well as requirements under para 2 and at the end of para 3 of Appendix N. The other blank spaces are to be filled in by the Bidder.

D. Forms

1. Bid Security:

The Employer, before issuing the Bidding Documents, should enter the following in the blank spaces:

- (i) Penal Sum of Security, in words as well as figures, which should be the same as established at Sub-Para A.5 above.
- (ii) Bid Reference Number should be the same as per Sub-Para B.7 above.
- (iii) Standard Forms of Securities provided in this document are to be issued by a bank.

E. Part II – Special Conditions of Contract

1. Name and full Address of the Employer as well as that of the Engineer should be filled in by the Employer in the blank spaces provided under Sub-Para (a) (i) and (iv) of Sub-Clause 1.1.
2. Referring to first paragraph of Sub-Clause 2.1(b) information as applicable is provided thereunder.
3. Referring to Sub-Clause 5.2, the Employer may add, in the order of priority, such other documents which form part of the Contract.
4. Referring to Sub-Clause 14.1 of Part II, the Employer should specify the form in which the Programme is to be submitted by the Bidder, e.g., critical path network, simple bar chart or PERT etc.
5. In case the Employer considers that if completion by the Contractor of the whole Works, or of any section thereof, earlier than the specified completion will be of substantial benefit to him, he may keep the Sub-Clause 47.3 “Bonus for Early Completion” in Part II. The rates for each day of early completion will be kept as half of the rate(s) specified for Liquidated Damages subject to a maximum of 5% of the Contract Price stated in the Letter of Acceptance. In addition, the rate(s) and the limit for bonus as determined will be entered in Appendix-A to Bid.
6. Referring to Sub-Clause 59.4 of Part II, **if the Employer desires the Bidder to use the services of nominated subcontractor/s**, the Employer should make necessary provisions of Provisional Sums and provide blank spaces for filling in the percentage rate(s) and estimated amounts resulting therefrom in Appendix-D to Bid. The blank spaces for the rate(s) and the estimated amount/s shall be filled in by the Bidder.
Suitable text referring to such provisions should be added under the Sub-Clause.
7. Referring to Sub-Clause 60.12 of SCC, the Employer should indicate as to which of the three alternatives is adopted, by deleting the other two alternatives.

If Alternative One is adopted, schedule of recovery of the Mobilization Advance should be given there under.

If Alternative Two is adopted, an item in the Bill of Quantities as per example on page BD-7, should be used.

If Alternative Three is adopted, list of materials, estimated quantities to be supplied and the rates thereof to be charged to the Contractor should be given there under.
8. Referring to Sub-Clause 67.3 of Part II, the Employer should state the venue of Arbitration which should be located within Pakistan.
9. Addresses of the Employer and the Engineer are to be entered by the Employer to completely fill in the blanks in Sub-Clause 68.2.

F. Specifications-Special Provisions

To be prepared and incorporated by the Employer. Inclusion of the Conditions of Contract in Special Provisions should be avoided.

G. Specifications-Technical Provisions

To be prepared and incorporated by the Employer.

Precise and clear Specifications are prerequisite for bidders to respond realistically and competitively to the requirements of the Employer without qualifying or conditioning their bids. In the context of both national and international competitive bidding, the Specifications must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of materials, Plant, other supplies, and workmanship to be provided. Only if this is done will the objectives of economy, efficiency, and equality in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation facilitated. The Specifications should require that all materials, Plant, and other supplies to be incorporated in the Works are new, unused, of the most recent or current models, and incorporate all recent improvements in design and materials unless provided otherwise in the Contract. A clause setting out the scope of the Works is often included at the beginning of the Specifications, and it is

customary to give a list of the Drawings. Where the Contractor is responsible for the design of any part of the permanent Works, the extent of his obligations must be stated.

Specification shall be generic and shall not include references to brand names, model numbers, catalogue numbers or similar classifications. However, if the Employer is convinced that the use of or a reference to a brand name or catalogue number is essential to complete an otherwise incomplete specification, such use or reference shall be qualified with the words “or equivalent”.

Care must be taken in drafting Specifications to ensure that they are not restrictive or discriminatory. In the specification of standards for materials, Plant, other supplies, and workmanship, recognized international standards should be used as much as possible. The specifications shall consider all site conditions including seismic conditions, weather conditions and environmental impact. Where other particular standards are used, whether national/ provincial standards or other standards, the Specifications should state that materials, Plant, other supplies, and workmanship meeting other authoritative standards, and which ensure equal performance, as the standards mentioned, will also be acceptable.

H. Drawings

To be prepared and incorporated by the Employer.

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Bid Security
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**INVITATION
FOR
BIDS**

INVITATION FOR BIDS

TENDER NOTICE NO.15/2023

Sealed tenders, based on ITEM RATE are hereby invited for the work mentioned below from the contractors/firms registered with Pakistan Engineering Council in relevant Category for the current financial year.

Date of Receiving and Opening: 24-01-2024			Receiving Time 11:00AM		
			Opening Time 11:30AM		
Sr. #	Name of work	Estimated Cost(in Million)	Bid security@ 2% of Estimated Cost in Rs.	Tender Fee (In Rs.)	Time Limit
1	Construction of a Screen House (50'x30'x12') (Fruit Vegetable Crops) with Controlled Irrigation at University of Agriculture, Faisalabad	3.253	65,060/-	500/-	02 Months
2	Construction of Growth Room for Light and Temperature Controlled (2-ton Air conditioner) at Institute of Horticulture & Sciences at UAF	2.250	45,000/-	500/-	02 Months
3	Construction of Mist Unit (Fruit Crops) Temperature Controlled at UAF (Under PARB Project # 20-36)	2.991	59820/-	500/-	02 Months

Terms & Conditions.

7. It is an Open Competitive Bidding of Single Stage Two Envelope procedure as per PPRA Rule-2014.
8. The bid shall be a single package consisting of two separate envelopes, containing separately Technical and Financial Proposals. The envelopes shall be marked as "Financial Proposal" and "Technical Proposal"
9. The Firms intend to participate in bidding must provide following Documents accompanied with Technical Proposal.
 - s- Registration Certificate with Federal Board of Revenue.
 - t- Registration Certificate with Punjab Revenue Authority.
 - u- Registration Certificate of Security & Exchange Commission of Pakistan or Register of Firms (where applicable).
 - v- Registration Certificate with Pakistan Engineering Council in relevant Category.
 - w- Status of Firm (Sole Proprietorship, Partnership, Company etc)
 - x- Affidavit on Stamp Paper of PKR100/- about Non-Blacklist and Non- Litigation.
 - y- Bank Statement providing necessary information about Firm's Bank Account.
 - z- List and brief detail of Completed and In-Hand Projects of similar nature.
 - aa- List of Name and Designation of Owner/Directors of Firm.
- 13- Any shortage of above documents will lead to In-Eligibility and the bidder will be declared as Non-Responsive.
- 14- Tender documents can be obtained on payment of prescribed tender fee into the account No, 11-9 /NBP (NDIA), Agri, University Branch through E-Challan issued by the office of Treasure, UAF from the office of the Executive Engineer (ECD-P) UAF or free download from the UAF website http://uaf.edu.pk/directorates/dpiv/dpiv_tenders.html and PPRA website.
- 15- The bid must be dropped in the Tender Box available in the Project Director, (ECD-P) room and not to be handed over to any person of the department ECD-P if the bid is sent by in person and through post, the same instructions be passed on the courier.
- 16- The UAF will not be responsible for any cost any expense incurred by the bidder in connection with the preparation or deliver of bids. In case of official holiday on the day of submission, the next day will be treated as closing date.
- 17- Conditional tender or tender without bid security @ 2% of tender estimated cost in shape of CDR issued by bank in favor of Executive Engineer (ECD-P), UAF will not be entertained.

Sd
(Engr. Abdul Mannan)
Executive Engineer (ECD-P)
041-9200161-70
Emile: ecdp@uaf.edu.pk

**INSTRUCTIONS
TO
BIDDERS**

INSTRUCTIONS TO BIDDERS

(Note: These Instructions to Bidders along with Bid data sheet 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 Bid data sheet hereinafter called “the Employer” wishes to receive bids for the construction and completion of works and remedying any defects therein as described in these Bidding Documents, and summarized in the Bid data sheet 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/scheme from the source (s) indicated in the Bid data sheet in Pak Rupees/ various currencies towards the cost of the project specified in the Bid data sheet and it is intended that the proceeds of this loan/credit/ scheme will be applied to eligible payments under the Contract for which these Bidding Documents are issued.

IB.3 Eligible Bidders

- 3.3 This Invitation for Bids is open to all bidders meeting the following requirements:
 1. Category D-Class or above as Constructor in Pakistan Engineering Council (PEC).
 2. Not black listed by any Govt or Private agency.
 3. Have sufficient Tool and plant for the construction of this magnitude of work.
 4. Registered on active tax payer list of Income tax (FBR) and Punjab Sale tax (PRA)

[Detailed Eligibility Criteria for Works Contracts may be specified by the procuring agency as per its requirements]

- a- Registration Certificate with Federal Board of Revenue.
- b- Registration Certificate with Punjab Revenue Authority.
- c- Registration Certificate of Security & Exchange Commission of Pakistan or Register of Firms (where applicable).
- d- Status of Firm (Sole Proprietorship, Partnership, Company etc)
- e- Affidavit on Stamp Paper of PKR100/- about Non-Blacklist and Non- Litigation.
- f- Bank Statement providing necessary information about Firm’s Bank Account.
- g- List and brief detail of Completed and In-Hand Projects of similar nature.
- h- List of Name and Designation of Owner/Directors of Firm.
- i. A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be Non-Responsive. A Bidder may be considered to have a conflict of interest with one or more parties in this Bidding process, if they:
 - xi. are associated or have been associated, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consulting services for the preparation of the design and other documents to be used.
 - xii. have controlling shareholders in common; or
 - xiii. receive or have received any direct or indirect subsidy from any of them; or
 - xiv. have the same legal representative for purposes of this Bid; or
 - xv. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Agency regarding this Bidding process;

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 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.

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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. Bid data sheet.
3. Specifications – Technical Provisions.
4. Bill of Quantities (Appendix-D to Bid).
5. Form of Contract Agreement.

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.

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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 **prior** to the deadline for submission of bids. The exact number of days will be mentioned in the Bid Data Sheet keeping in view the time given 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 at least three days 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 IB 7.1 hereof and shall be communicated in writing to all purchasers of the Bidding Documents, **at least three (03) days prior to the closing date of submission of the bid.** 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 Bid data sheet and Special 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 Comprising the Bid

11.5 The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Bid and the other the Financial Bid, containing the documents listed in Bid data sheet under the heading of IB 11.1 A & B respectively. Both envelopes to be enclosed together in an outer single envelope called the Bid. Each bidder shall furnish all the documents as specified in Bid data sheet 11.1 A & B.

11.6 Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all partners. Alternatively, a Letter of Intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed agreement. The role to be played by each partner to be specified therein; **and, the concerned partner should have the requisite qualification/ experience to successfully execute the assigned task.** Bids submitted by a joint venture of two (2) or more firms shall also comply with the following requirements:

- (a) In case of a successful bid, the Form of JV Agreement shall be signed so as to be legally binding on all partners within 7 days of the receipt of letter of acceptance failing which the contract and the letter of acceptance shall stand void and redundant.
- (b) One of the joint venture partners shall be nominated as being in charge/ lead partner; 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/ lead partner 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 JV Agreement 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 JV Agreement (in case of a successful bid); and
- (e) A copy of JV agreement shall be submitted before signing of the Contract, stating the conditions under which JV 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. The JV Agreement shall be made part of the contract. 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 The Bidder shall furnish, as part of the Technical Bid, a Technical Proposal including a statement of work methods, equipment, personnel, schedule, **qualification/ experience required to successfully execute the individually assigned tasks** and any other information as stipulated in Bidding Forms, in sufficient detail to demonstrate the adequacy of the Bidders' proposal to meet the work requirements 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 IB 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 **of opening of the 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 the 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. However, **subject to GCC clause 71.1**, payments in foreign currency are not permissible.
- 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 **of opening of the bids**. For the purpose of payments, the exchange rates used in bid preparation shall apply for the duration of the Contract. Rule 32(2) of PPR-14 shall be applicable for rate of exchange of foreign currencies.

IB.14 Bid Validity

- 14.1 Bids shall remain valid for the period stipulated in the Bid data sheet after the Date of Bid Opening specified in Clause IB.23.

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- 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 or 180 days whichever is more. 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. Rule 28 of PPR-14 shall be applicable for Bid Validity period.

IB.15 Bid Security

- 15.1 Each bidder shall furnish, as part of his bid, a Bid Security in the amount stipulated in the Bid data sheet 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 in favor of the Employer valid for a period 30 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, after expiry of grievance period or disposal of complaint if any, complying with the relevant provisions of PPR-14.
- 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 IB 22.1;
 - (b) If the bidder does not accept the correction of his Bid Price pursuant to IB 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 Contract Agreement, or
 - (iii) Furnish the required JV agreement within 7 days of the receipt of letter of acceptance.

IB.16 Alternate Proposals by Bidder

16.1 No alternate proposals are allowed in single stage two envelope method.

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 Bid data sheet. 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 IB 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

18.3 Bidders are particularly directed that the amount entered on the Letter of Financial 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.

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18.3 No alteration is to be made in the Financial Bids and Technical Bids 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 The Bidder shall prepare one original of the Technical Bid and one original of the Financial Bid comprising the Bid as described in Bid data sheet against IB 11 and clearly mark it "ORIGINAL - TECHNICAL BID" and "ORIGINAL - FINANCIAL BID". In addition, the Bidder shall submit two (2) copies of the Bid and clearly mark each of them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

18.5 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the Bid data sheet and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, except for unamended printed literature, shall be signed or initialed by the person signing the bid.

18.6 Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.

18.7 Bidders shall indicate in the space provided in the Letter of Technical and Financial Bids, 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 FOR SINGLE STAGE TWO ENVELOPE BIDDING PROCEDURE**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 IB 19.2 hereof.
- (c) The technical bid should comprise of documents listed in IB11.1 (A) & the Financial Bid should comprise of documents listed in IB 11.1 (B) which shall be placed in separate envelopes in accordance with IB 11.1.

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19.2 The inner and outer envelopes shall:

Contractor

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Executive Engineer

- (a) Be addressed to the Employer at the address provided in the Bid data sheet;
 - (b) Bear the name and identification number of the contract as defined in the Bid data sheet; and
 - (c) Provide a warning not to open before the time and date for bid opening, as specified in the Bid data sheet.
- 19.3 In addition to the identification required in IB 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 Bid data sheet.
- (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.
- (i) 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.
- (j) 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. (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.
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- (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 or withdraw 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 IB 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 FOR SINGLE STAGE TWO ENVELOPE BIDDING PROCEDUR

IB. 23 Bid Opening

- 23.1 The Employer will open the Technical Bids in public at the address, date and time specified in the Bid data sheet in the presence of Bidders` designated representatives and anyone who choose to attend. The Financial Bids will remain unopened and will be held in custody of the Employer until the specified time of their opening.

- 23.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal and is read out at bid opening.
- 23.3 Second, outer envelopes marked “SUBSTITUTION” shall be opened. The inner envelopes containing the Substitution Technical Bid and/or Substitution Financial Bid shall be exchanged for the corresponding envelopes being substituted, which are to be returned to the Bidder unopened. Only the Substitution Technical Bid, if any, shall be opened, read out, and recorded. Substitution Financial Bid will remain unopened in accordance with IB 23.1. No envelope shall be substituted unless the corresponding

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Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.

- 23.4 Next, outer envelopes marked “MODIFICATION” shall be opened. No Technical Bid and/or Financial Bid shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of Technical Bids. Only the Technical Bids, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Financial Bids, both Original and Modification, will remain unopened in accordance with IB 23.1. The Bidders’ representatives who are present shall be requested to sign the record. The omission of a Bidder’s signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.
- 23.5 Other envelopes holding the Technical Bids shall be opened one at a time, and the following read out and recorded:
- the name of the Bidder;
 - whether there is a modification or substitution;
 - the presence of a Bid Security, if required; and
 - Any other details as the Employer may consider appropriate.

No Bid shall be rejected at the opening of Technical Bids except for late bids, in accordance with IB 21.1. Only Technical Bids read out and recorded at bid opening, shall be considered for evaluation.

Preliminary Examination of Technical Bids

- 23.6 a) The Employer shall first examine qualification and experience Data as per appendix M and N submitted by the Bidder. The technical proposal examination of those bidders only shall be taken in hand who meet the minimum requirement as mentioned in appendix M and N. Only substantially responsive qualification shall be considered for further evaluation.
- d) The Employer shall examine the Technical Bid to confirm that all the documents have been provided, and to determine the completeness of each document submitted.
- 23.7 The Employer shall confirm that all the documents and information have been provided for evaluation of Technical bid as required under these bidding documents.
- 23.8 At the end of the evaluation of the Technical Bids, the Employer will invite only those bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified for award to attend the opening of the Financial Bids.

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The date, time, and location of the opening of Financial Bids will be advised in writing by the Employer. Bidders shall be given reasonable notice for the opening of Financial Bids.

- 23.9 The Employer will notify Bidders in writing who have been rejected on the grounds of their Technical Bids being substantially non-responsive to the requirements of the Bidding Document and return their Financial Bids unopened as per 38(2)(a)(vii) of PPR-14.
- 23.10 The Employer shall conduct the opening of Financial Bids of all Bidders who submitted substantially responsive Technical Bids, publically in the presence of Bidders’ representatives who choose to attend at the address, date and time specified by the Employer. The Bidder’s representatives who are present shall be requested to sign a register evidencing their attendance.

- 23.11 All envelopes containing Financial Bids shall be opened one at a time and the following read out and recorded:
- (i) The name of the Bidder;
 - (j) Whether there is a modification or substitution;
 - (k) The Bid Prices, including any discounts; and
 - (l) Any other details as the Employer may consider appropriate.

Only Financial Bids and discounts, read out and recorded during the opening of Financial Bids shall be considered for evaluation. No Bid shall be rejected at the opening of Financial Bids.

- 23.12 If this Bidding Document allows Bidders to quote separate prices for different contracts, and the award to a single Bidder of multiple contracts, the methodology to determine the lowest evaluated price of the contract combinations is that which is most economical to the Employer.

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 final bid evaluation report which shall be done at least 10 days prior to the award of Contract. The announcement to all Bidders will include table(s) comprising read out prices, discounted prices, price adjustments made (if applicable), 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 ten 10 days after the announcement of Technical and Financial Bids. No bidder will be allowed to file grievance petition w.r.t. Technical Evaluation after announcement/ uploading of Financial Evaluation Report. However mere fact of lodging a complaint shall not warrant suspension of the procurement process.

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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.
- 25.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Employer's request for clarification, its bid may be rejected. Rule 33 of PPR-14 shall be applicable for clarifications.

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; (iv) Includes signed Integrity Pact where required as per clause IB.35; and (v) conforms to all the terms, conditions and specifications of the Bidding Documents, without material deviation or reservation (vi) meets the qualification criteria as specified in Appendix-M & N. 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; (iii) adoption/rectification whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids. Only substantially responsive bid shall be considered for further evaluation.
- 26.3 If a bid is not substantially responsive, it may not subsequently be made responsive by correction or withdrawal of the non-conforming material deviation or reservation. The Employer may, however, seek confirmation/ clarification in writing which shall be responded in writing.

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.

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- 27.2 The amount stated in the Letter of Financial 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 IB.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 Day work; 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 IB 29.2.

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- 29.2 The Employer, at any stage of the bid evaluation, having credible reasons for or prima facie evidence of any defect in bidder's capacities, may require the bidders 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 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 by giving reasons, and to annul the bidding process and reject all bids, at any time prior to the acceptance of any bid or proposal, 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, the lowest evaluated bidder may further reduce the Bid Price voluntarily without compromising the quality/ quantity.
- 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.
- 31.4 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. No bid security can be returned without exhausting the grievance period or without finally disposing off the complaint of the non-responsive bidder. However, bid security may be returned earlier if any bidder submits affidavit that he is satisfied with the proceedings and hence his bid security may be returned.

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 Bid data sheet and the Conditions of Contract within a period of 14 days after the receipt of Letter of Acceptance. On submission of Performance Security, the bid security of the successful bidder may be returned.
- 32.2 Failure of the successful bidder to comply with the requirements of IB.32.1 or IB.33 or IB.35 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. Rule 56 of PPR-14 shall be applicable for performance Security.

I-16

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 concerned forum(s). Upon such reference, the concerned forum(s) 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 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. Submission of Bids shall be construed as evidence that the bidder has admitted all provisions of the Instruction to the Bidders.

IB.37 PPRA Act, 2009 and PPR-14 will have over-riding effect

PPRA Act, 2009 and PPR-14 as amended upto date will supersede and will have an over-riding effect in case in case of any contradiction with these Instructions, the Contract or any other part of the Bidding Documents.

BID DATA SHEET

BDS-1

BDS-2

Contractor

(25)

Executive Engineer

BID DATA SHEET

1.3 Name and address of the Employer:

University of Agriculture, Faisalabad

1.1 Name of the Project & Summary of the Works:

Construction of Mist Unit (Fruit Crops) Temperature Controlled at UAF (Under PARB Project # 20-36)

Estimated Cost:- 2.291

Time Duration:- 02-Months

8.1 Time limit for clarification:

07 days prior to the date of submission of bids.

10.1 Bid language:

The bid language is English

Joint venture(JV)

Joint venture is not eligible to apply for tenders.

11.1 (A) The Bidder shall submit with its Technical Bid the following documents:

- (a) Letter of Technical Bid
- (b) Bid Security
- (c) Written confirmation authorizing the signatory of the Bid to commit the Bidder
- (d) Pending litigation information
- (e) Certificate that the bidder is not blacklisted by any Procuring Agency
- (f) Organization Chart for Supervisory Staff (appendix –K)
- (g) Integrity Pact (appendix –L)
- (h) Past Performance, Current Commitment, Qualification and Experience (appendix –N)

11.1(B) The Bidder shall submit with its Financial Bid the following documents:

- (e) Letter of Financial Bid
- (f) Bill of Quantities (appendix –D)

BDS-4

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

14.1 Period of Bid Validity:

90 days

15.1 Amount of Bid Security:

Rs 59,820/-

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

Not Applicable

18.4 Number of copies of the Bid to be completed and returned:

One Original Technical proposal and one Original Financial Proposal

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

Executive Engineer, Engineering Construction Department (Projects), University of Agriculture, Faisalabad

19.2(b) Name and Number of the Contract:

20.1(a) Deadline for submission of bids:

January 24, 2024 at 11:00 am

BDS-5

23.3 Venue, time, and date of Bid opening:
The Technical bids will be opened in the office of Project Director, Engineering Construction Department (Projects) at University of Agriculture, Faisalabad January 24, 2024 at 11:30 am

32.1 Standard form and amount of Performance Security acceptable to the Employer:
The performance guarantee shall be submitted as per PPRA Rules 56
 The Employer, at any stage of the bid evaluation, having credible reasons for or prima facie evidence of any defect in Bidder’s capacities, may require the Bidder to provide information concerning their professional, technical, financial, legal or managerial competence whether already declared substantially responsive.”

32.2 **Performance Security**
 The lowest evaluated bidder will be required to furnish the Performance Guarantee/Quality Assurance Security (where ever required) before entering into a contract. Should the evaluated bidder refuse or failed for any reason to furnish the performance guarantee/ quality Assurance Security, it should constitute a just cause for rejection of his tender / annulment of award and in event of such rejection/ annulment, the entire earnest money shall be forfeited to Government, as compensation for such default.

32.3 In case the total tendered amount is less than 5% of the approved Estimated (DNIT) amount, the lowest bidder will have to deposit Quality Assurance Security from the Scheduled Bank equal to the amount of difference between approved DNIT amount and the quoted bid amount as given below, within 15 days of issuance of the notice or within expiry period of bid, whichever is earlier

TOTAL TENDERED AMOUNT BELOW CORRESPONDING ESTIMATED COST.	ADDITIONAL PERFORMANCE SECURITY.
5%	5%
6%	6%
7%	7%
8%	8%
9%	9%
10%	10%
& So on	& So on

At the time, the Engineer-in-charge informs the lowest bidder in writing, bidder will provide performance guarantees/ Quality assurance Security (wherever required) within 15 days from the receipt of letter, failing which his bid will be rejected and bid security will be forfeited.

Promptly after the opening of Tenders, the Engineer-in-charge will undertake a detailed evaluation of tenders. The Engineer-in-charge will determine whether each tender is substantially responsive to the requirements of the tender documents and conforms to all the terms, conditions and specifications of the tender documents without material deviation or reservation. If a tender is not substantially responsive to the requirements of the tender documents, it will be rejected by the engineer-in-charge and may not subsequently be made responsive by the tenderer having corrected or withdrawn the non-confirming deviation or reservation.

TECHNICAL EVALUATION CRITERIA

Eligible Bidders

This Invitation for Bids is open to all bidders meeting the following requirements:

- a. Category D-Class or above as Constructor in Pakistan Engineering Council (PEC).
- b. Not black listed by any Govt or Private agency.
- c. Have sufficient Tool and plant for the construction of this magnitude of work.
- d. Registration Certificate with Federal Board of Revenue.
- e. Registration Certificate with Punjab Revenue Authority.
- f. Registration Certificate of Security & Exchange Commission of Pakistan or Register of Firms (where applicable).
- g. Status of Firm (Sole Proprietorship, Partnership, Company etc)
- h. Affidavit on Stamp Paper of PKR100/- about Non-Blacklist and Non- Litigation.
- i. Bank Statement providing necessary information about Firm's Bank Account.
- j. List and brief detail of Completed and In-Hand Projects of similar nature.
- K. List of Name and Designation of Owner/Directors of Firm.

A firm /Bidder, JV partner or Subcontractor) shall not be eligible to participate in this bidding process while under temporary suspension or debarment/ blacklisting by the Employer, any Government/Semi Government/Public Department in Pakistan (whether notified or not by PPRA on its website) or in the Bidder's home country." (An affidavit to this effect on non-judicial stamp paper of Rs. 100 value is required to be attached in the technical proposal)

**Letters of Technical Bid/ Financial Bid,
And
Appendices to Bid**

Letter of Technical Bid

Date:

Bid Reference No:

(Name of Contract/Works)

To:

We, the undersigned, declare that:

(k) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (IB). Complete bidding document is binding upon us and we fully understand that the PPRA Act, 2009 and the PPR-14 as amended upto date supercedes this bidding document, in case of any contradiction, and the same are also binding upon us;

(l) We offer to execute and complete in conformity with the Bidding Documents the following Works:.....

Our Bid consisting of the Technical Bid and the Financial Bid shall be valid for a period of days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(m) As security for due performance of the under takings and obligations of our bid, we submit here with a Bid security, in the amount specified in Bid data sheet, which is valid (at least) 30 days beyond validity of Bid itself.

(n) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process.

LTB-2

(o) We agree to permit Employer or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors. This permission is extended for verification of any information provided in our Technical Bid which comprises all documents enclosed herewith in accordance with IB.11.1 of the Bid data sheet.

Name

In the capacity of

Signed

.....

Duly authorized to sign the Bid for and on behalf of

Date

Address.....

Letter of Financial Bid

Date:

Bid Reference No:

(Name of Contract/Works)

To:

We, the undersigned, declare that:

- (s) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (IB)9;
- (t) The total price of our Bid, excluding any discounts offered in item (c) below is:_____
- (u) The discounts offered and the methodology for their application are:_____
- (v) Our Bid shall be valid for a period of days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (w) If our Bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;

LPB-2

- (x) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed and we do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other bidder for the Works.
- (y) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (z) We agree to permit Employer or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors. This permission is extended for verification of any information provided in our Technical Bid which comprises all documents enclosed herewith in accordance with IB.11.1 of the Bid data sheet.
- (aa) If awarded the contract, the person named below shall act as Contractor's Representative.

Name

In the capacity of

Signed

Duly authorized to sign the Bid for and on behalf of

Date

Address.....

BILL OF QUANTITIES

Bill No. 1 Earthworks

Item	Description	Unit	Quantity	Rate		Amount Rupees
				Rupees in figures	Rupees in words	
1	2	3	4	5		6
101	Refer to Volume – 3 Bill of Quantities					
102						
103						
104						
105						
106						
Total for Bill No. 1 (Carried forward to Summary Page)						_____

BILL OF QUANTITIES

Bill No. 2 Brick work

<i>Item</i>	Description	Unit	Quantity	Rate		Amount Rupees
				Rupees in figures	Rupees in words	
1	2	3	4	5		6
201	Refer to Volume – 3 Bill of Quantities					
202						
203						
204						
205						
206						
Total for Bill No. 2						_____
(Carried forward to Summary Page)						

BILL OF QUANTITIES

Bill No. 3 Concrete Works

Item	Description	Unit	Quantity	Rate		Amount Rupees
				Rupees in figures	Rupees in words	
1	2	3	4	5		6
301	Refer to Volume – 3 Bill of Quantities					
302						
303						
304						
305						
306						
Total for Bill No. 3						
(Carried forward to Summary Page)						

BILL OF QUANTITIES

Bill No. 4 Plaster, Fair face and finishing works

Item	Description	Unit	Quantity	Rate		Amount Rupees
				Rupees in figures	Rupees in words	
1	2	3	4	5		6
401	Refer to Volume – 3 Bill of Quantities					
402						
403						
404						
205						
406						
Total for Bill No. 4 (Carried forward to Summary Page)						

BILL OF QUANTITIES

Bill No. 5 Miscellaneous Items

Item	Description	Unit	Quantity	Rate		Amount Rupees
				Rupees in figures	Rupees in words	
1	2	3	4	5		6
501	Refer to Volume – 3 Bill of Quantities					
502						
503						
504						
505						
506						
Total for Bill No. 5						_____
Carried forward to Summary Page)						

ORGANIZATION CHART
FOR THE
SUPERVISORY STAFF AND LABOUR

(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 the Punjab (GoPb) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoPb 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 GoPb, 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 GoPb 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 GoPb under any law, contract or other instrument, be voidable at the option of GoPb.

Notwithstanding any rights and remedies exercised by GoPb in this regard, [name of Supplier] agrees to indemnify GoPb for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoPb in an amount equivalent to ten times 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 GoPb.

Name of Employer:
Signature:
[Seal]

Name of Contractor:
Signature:
[Seal]

FINANCIAL COMPETENCE AND ACCESS TO FINANCIAL RESOURCES

The financial position of the bidder shall be checked as per following details:

3. SOUNDNESS AND ACCESS TO FINANCIAL RESOURCES:

“The Bidder must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credits, and other financial means, other than any contractual advance payments, to meet the financial requirements of the contract in the amount of his bid. As a minimum, the Bidder must show that his resources, in terms of at least his latest years working capital and line of credits, will be adequate to cover an amount equivalent to his bid price and current work commitments i.e.

[5 x working capital + Project/General {to be decided by the procuring agency} specific lines of credit* – 40% of current contract commitments] ≥ Estimated Price of the works/PC-1.

{above said formula is just for an example, however, the procuring agency may make changes in above said formula judiciously keeping in view the requirement of any specific project}

Working capital is the difference between current assets and current liabilities and measures the firm’s ability to generate cash in the short term.”

**Any line of credit indicated for this (tendered) project needs to have been certified by the Bank and the said certificate is enclosed with this Appendix.*

Note:- If JV is allowed then this Appendix has to be modified accordingly listing all the information for financial competence and access to financial resource of the lead partner/JV members.

PAST PERFORMANCE, CURRENT COMMITMENT, QUALIFICATION AND EXPERIENCE

1) General Construction Experience

Requirement	Bidder to Provide details	Role
Experience under construction contracts in the role of contractor, subcontractor, or management contractor for at least the last 10 years prior to the bid submission deadline.		

2) Contracts of Similar Size and Nature

Requirement	Bidder to provide specific details	Role
Experienced in construction of project(s) of similar nature and complexity.		

Note:- If JV is allowed then this Appendix has to be modified accordingly listing all the information for past performance, current commitments, qualification and experience of the lead partner/JV members.

3) Personnel

No.	Position	Total No in the Firm	Minimum requirement for the Project*	Total Work Experience [years]	Nos. already posted on other projects	Nos. being allocated for this project
1						
2						
3						
4						
5						

- The Bidder must demonstrate that it has the personnel for the **key positions** that meet the following requirements:
- 01 page CV need to be added for each key staff

6) Data regarding past performance and present commitment of the Bidders:

Present Commitment								
Sr No.	Name of ongoing project(s)	Name of Employer	Date of		Progress		Remarks regarding delays if applicable	Satisfactory performance certificate from employer (Minimum requirement)
			Start	Completion	%Age as planned	%Age at actual		
1.								
2.								
3.								
4.								
5.								
6.								

CONDITIONS OF CONTRACT

REVISED CONTRACT FORMFOR

EXECUTION OF WORK

UPDATED ON 16.11.2022

Download from Finance Department Govt. of Punjab

UNIVERSITY OF AGRICULTURE, FAISALABAD

**CONSTRUCTION OF MIST UNIT (FRUIT CROPS) TEMPERATURE
CONTROLLED AT UAF (UNDER PARB PROJECT # 20-36)**

SUMMARY OF COST

Sr. No.	Description	Amount (Rs.)
A)	Civil Work	
	TOTAL	
	Add 5% Punjab Sales Tax (PRA)	
	GRAND TOTAL	

Amount in words: _____

**CONSTRUCTION OF MIST UNIT (FRUIT CROPS) TEMPERATURE CONTROLLED AT UAF (UNDER PARB
PROJECT # 20-36)**

Size width- 20'- Length- 20' side wall Height- 6'.5" – center height 11'

Sr.#	Ref.	DESCRIPTION	Unit	QTY	Rate Quoted by the Contractor	Amount
		<u>Civil Work</u>	-			
1	ch.3/21	Excavation in foundation of building, bridges and other structures, including dagbelling, dressing, refilling around structure with excavated earth, watering and ramming lead upto one chain (30 m) and lift upto 5 ft. (1.5 m) in ordinary soil.	1000 Cft.	266.50		
2	ch.6/3ii	Cement concrete brick or stone ballast 1½ " to 2" (40 mm to 50 mm) gauge, in foundation and plinth:- (b) Ratio 1: 4: 8	100 Cft	49.83		
3	ch.7/4	Pacca brick work in foundation and plinth- (i) cement, sand mortar:- Ratio 1:5	100 Cft	200.00		
4	ch.6/5	Cement concrete plain including placing, compacting, finishing and curing complete (including screening and washing of stone aggregate): Ratio1: 2: 4	100 Cft	13.50		
5	ch.11/9b	Cement plaster 1:4 upto 20' (6.00 m) height:- ½" (13 mm) thick	100 Sft	180.00		
6	ch.10/3	Supplying and filling sand under floor; or plugging in wells	100 Cft	125.00		
7		<u>Base channel</u> MS Base plate size 200x100x4mm market rate P/kg hollow section OD-47 thickness 2.4mm Elliptical hollow section nut bolts. complete in all respect.	RFT	75		
8		<u>Main Structure</u> P/F 05 No arcs for main structure metrical galvanized elliptical oval hallow section size, (approx) 58x34 x2 mm with front back and truss support, All welded joints covered with paint with GI nut bolts and spacer, complete in all respect.	RFT	400		
9		<u>U Channel Profile</u>	RFT	780		

		P/F Galvanized U Channel profile size, (approx) 50x30x30x2 mm for holding transparent Polly carbonate sheet, complete in all respect.				
10		<u>Sliding door</u> P/F sliding door MS hollow section size 60x30x1.5 mm i/c glass, wheel roller complete in all respect.	No	1		
11		<u>Entrance cabin</u> P/F entrance cabin size, width- 1525 x depth- 1370 x Height- 1980 mm material M.S hollow section 60x30x1.5mm with double door with one coat of red oxide primer and one coat of enamel paint, complete in all respect.	No	1		
12		<u>Covering Material</u> P/F Top, side walls & front back covered with transparent Polly carbonate sheet twin wall imported thickness sheet 6 mm, fixing with U profile with G I nut bolt, screw, G I spacer and rubber spacer and silicone sealing, ,complete in all respect.	SFT	1050		
13		<u>Shading net</u> P/F Green net 70% (local made) for inside mist propagation unit size green net 18'x18' with manual operates, Both side walls green net Curtin size, 20'x7' with G.I shling wire 3 mm complete in all respect.	Job	1		
14		<u>LED Light</u> P/F LED flood light Imported (Philips) 100 watts daylight with fitting, complete in all respect.	No	3		
15		<u>Table</u> P/F Table for nursery plants, size, length-2100 x width-910 x height-760 mm, main structure material and supporting M.S angle iron size, ± 38x38x4 mm with 04 No legs. Table top material galvanized mesh thickness 2 mm (khana approx 25 mm) with one coat red oxide & two coat enamel paint, complete in all respect.	No	3		
16		<u>Humidity System</u> Humidity Fog system machine mist system flood capacity 2 liter / minute digital timer. 750watts. With pressure pump of 800Psi size 55"x25"x30" equipped with VS motor Electric motor auto controller nozzles and powder gated MS frame made china	Job	1		

		<u>HVAC System</u>				
17		P/F Reversible heat & cool 2 ton , floor standing vertical type split air con ACSON (Imported) or other equivalent with in door & outdoor unit with remote controller & washable filter,24000-BTU,single phase, R-410 with PVC pipe with outdoor frame, complete installation in green house.	No	2		
18		<u>Electric Panel</u> P/F Electric panel size 600 x 450 x 250 mm MCB three phase 80Amp breaker 20Amp three phase breaker 20Amp single pole breaker 13Amp single pole Amper meter, voltmeter, i/c light on/off switch glass 5mm panel lock powder coating paint Complete in all respect.	No	1		
19		<u>Exhaust fan 600x600mm</u> P/F Mono Block water pump with motor mono section 1-1/4" x 1/4" i/c elbow socket, union i/c check wall MS frame with cover complete in all respect.	No	1		
20		<u>Ventilators</u> P/F MS Ventilator frame patti size 1" x 105 sootor SS mesh complete in all respect.	No	4		
21		<u>Water Tank</u> P/F Best quality fiber glass double ply water tank capacity 300 liters with stand, complete in all respect.	No	1		
22		<u>Mist system</u> P/F Mist system inside the green house, PPR main supply line size 32 mm, 4 No branch lines PVC pipe size 20 mm with mist nozzles (imported) with valves, elbow, socket, union, tee, barrel nipple and clamp, complete in all respect.	Job	1		
23		<u>water pump</u> P/F Mono Block water pump with motor mono section 2" x 1/4" i/c elbow socket, union i/c check wall MS frame with cover complete in all respect.	No	1		

24	Ch. 24 10-a-i	Supply and erection of single core PVC insulated copper conductor cables, in prelaid PVC pipe/M.S. conduit/G.I pipe/wooden strip batten/wooden casing an capping/G.I. wire/trenches (rate for cables only):- (3/0.029")	Per Rft	200			
25	Ch. 24 10-a-iii	Supply and erection of single core PVC insulated copper conductor cables, in prelaid PVC pipe/M.S. conduit/G.I pipe/wooden strip batten/wooden casing an capping/G.I. wire/trenches (rate for cables only):- (7/0.029")	Per Rft	250			
26	Ch. 24 10-a-iv	Supply and erection of single core PVC insulated copper conductor cables, in prelaid PVC pipe/M.S. conduit/G.I pipe/wooden strip batten/wooden casing an capping/G.I. wire/trenches (rate for cables only):- (7/0.036")	Per Rft	100			
27	ch.24/13c vi	Supply and erection of copper conductor cables for service connection, in prelaid pipe/G.I. Wire / trenches, etc. (rate for cable only):- PVC insulated, PVC sheathed 4 core, 600/1000 volt non armoured 10 mm (7/0.052")	Per Rft	50			
28	ch.23/47 ii	Providing, laying, testing and commissioning of POLYPROPYLENE RANDOM COPOLYMER (PPRC) water supply pipe (Dadex / Popular / Beta or equivalent) with specified pressure rating PN (PRESSURE NOMINAL) and conforming to DIN 8077-8078 code i/c cost of solvent, specials, making jharries complete in all respect as approved and directed by Engineer Incharge.(Internal/External Diameters mentioned). (ii) (3/4") 25 mm	Per Rft	150			
29	ch.23/47 iii	Providing, laying, testing and commissioning of POLYPROPYLENE RANDOM COPOLYMER (PPRC) water supply pipe (Dadex / Popular / Beta or equivalent) with specified pressure rating PN (PRESSURE NOMINAL) and conforming to DIN 8077-8078 code i/c cost of solvent, specials, making jharries complete in all respect as approved and directed by Engineer Incharge.(Internal/External Diameters mentioned). (iii) (1") 32 mm	Per Rft	100			
		Total Rs.					

**SPECIFICATIONS-
TECHNICAL PROVISIONS
REFER TO VOLUME 04
(STANDARDS SPECIFICATION
FOR EXECUTION OF BUILDING
WORKS)**