BIDDING DOCUMENT FOR EXECUTION OF CIVIL WORK FOR FINANCIAL YEAR 2019-20

TENDER DOCUMENT

(EXECUTION OF CIVIL WORK)

ISFANDYAR BUKHARI DISTRICT HOSPITAL ATTOCK

MAIN KAMRA ROAD ATTOCK
PH NO. 057-9316070
Email: msdhhqattock@gmail.com
**Important**

Bidding documents are immediate available after date of publication. CDR should be submitted 02% of the estimated price. Bids must be delivered on 14th October, 2019 till 11:00 am and will be opened on same day at **11:30 am**.

Bidders must ensure that they submit all the required documents indicated in the Bidding Documents without fail. Bids received without, undertakings, valid documentary evidence, supporting documents and the manner for the various requirements mentioned in the Bidding Documents are liable to be rejected at the initial stage itself. The valid documentary evidences as detailed hereinafter should be submitted by the Bidder for preliminary and detailed examination.

**Applicability of Punjab Procurement Rules, 2014**

This Bidding Process will be governed under Punjab Procurement Rules 2014, as amended from time to time and instructions of the Government of the Punjab received.
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1 INVITATION TO BID

1.1 Punjab Procurement Rules to be followed
1.1.1 Punjab Procurement Rules 2014 will strictly be followed. These may be obtained from PPRA’s website.
1.1.2 In this document, unless otherwise mentioned to the contrary, "Rule" means a Rule under the Punjab Procurement Rules 2014.

1.2 Mode of Advertisement(s)
1.2.1 As per Rule 12(2), this Tender is being placed online at PPRA’s website, website of Procuring agency as well as being advertised in two national daily newspapers, one in English and one in Urdu.

1.3 Type of Open Competitive Bidding
1.3.1 As per Rule 38(2) (a) of Punjab Procurement Rules 2014, Single Stage – Two Envelope Bidding Procedure shall be followed.

1.3.1.1 Bid shall be a single package consisting of two separate envelopes containing separately the financial and the technical proposals.

1.3.1.2 The procuring agency shall evaluate the technical and financial bid in the manner prescribed by the PPRA rule 2014.

1.3.1.3 The lowest evaluated bidder shall be awarded the contract.

2 INSTRUCTIONS TO BIDDERS (ITB)

2.1.1 Bidding Details: All bids must be accompanied by Bid Security (Earnest Money), as per provisions of this tender document clause “Bid Security” in favor of “Medical Superintendent Isfandyar Bukhari District Hospital Attock”. The complete bids as required under this tender document, must be delivered into the Tender Box placed in the office of Procurement Officer, Isfandyar Bukhari District Hospital Attock, not later than 11:00 am on last date of submission of bids i.e 14th October, 2019, late bids shall not be accepted.

2.1.2 The bid shall be publicly opened at Isfandyar Bukhari District Hospital Attock, at 11:30 am on the same day. In case the last date of bid submission falls in/ within the official holidays, the last date for submission of the bids shall be the next working day.

2.1.3 Queries of the Bidders (if any) for seeking clarifications regarding the specifications of the works must be received in writing to the Procuring agency till 14th October, 2019. Any query received after said date may not be entertained. All queries shall be responded to within due time.
2.1.4 The bidder shall submit bid complying with the Bidding Document. Alternative bids shall not be considered. The attention of bidders is drawn to the provisions of this tender document **Clauses** regarding “**Determination of Responsiveness of Bid**” and “**Rejection of the Bid**” for making their bids substantially responsive to the requirements of the Bidding Document.

2.1.5 It will be the responsibility of the Bidder that all factors have been investigated and considered while submitting the Bid and no claim whatsoever including those of financial adjustments to the contract awarded under this Bid Process will be entertained by the Procuring agency. Neither any time schedule, nor financial adjustments arising thereof shall be permitted on account of failure by the Bidder.

2.1.6 The Bidder shall be deemed to have satisfied itself fully before Bid as to the correctness and sufficiency of its Bids for the contract and price/ cost quoted in the Bid to cover all obligations under this Bid Process.

2.1.7 It must be clearly understood that the Terms and Conditions and Specifications are intended to be strictly enforced. No escalation of cost except arising from increase in quantity by the Bidder on the demand and approval of the Procuring agency will be permitted throughout the period of completion of the contract.

2.1.8 The Bidder should be fully and completely responsible for all the deliveries and deliverables to the Procuring agency under this contract.

2.1.9 The Primary Contact & Secondary Contact for all correspondence in relation to this bid is as follows:

**Primary Contact**
Name: M. Tahir Bloch  
Designation: Logistic Officer  
Contact No: 0313 5199713  
Email: zaheer.malik1987@hotmail.com

**Secondary Contact**
Name: Dr. Khalid Mahmood Khan  
Designation: Medical Superintendent  
Contact No: 0579316070  
Email: msdhqattock@gmail.com

2.1.10 Bidders should note that during the period from the receipt of the bid and until further notice, all queries should be communicated via the Primary Contact and in writing only. In the case of an urgent situation where the Primary Contact cannot be contacted, the bidder may alternatively direct their enquiries through the Secondary Contact.
2.1.11 Bidders are also required to state, in their proposals, the name, title, contact number (landline, mobile), fax number and e-mail address of the bidder’s authorized representative through whom all communications shall be directed until the process has been completed or terminated.

2.1.12 The Procuring agency will not be responsible for any costs or expenses incurred by bidders in connection with the preparation or delivery of bids.

3 **TERMS AND CONDITIONS OF THE TENDER**

Failure to complete required Works within the specified time period will invoke penalty as specified in this document.

3.1 **Notice**

In this document, unless otherwise specified, wherever provision is made for exchanging notice, certificate, order, consent, approval or instructions amongst the Contractor and the Procuring agency, the same shall be:

3.1.1 in writing;

3.1.2 issued within reasonable time;

3.1.3 served by sending the same by email/ courier to their principal office in Pakistan or such other address as they shall notify for the purpose; and

3.1.4 The words "notify", "certify", "order", "consent", "approve", "instruct", shall be construed accordingly.

3.2 **Tender Scope**

Isfandyar Bukhari District Hospital Attock is established hospital of Government of the Punjab. To meet the requirements, Department is to provide the Work:

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Description</th>
</tr>
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<tbody>
<tr>
<td>1</td>
<td>Execution of civil Work at IBD Hospital Attock</td>
</tr>
<tr>
<td></td>
<td>I: Construction of Pathway</td>
</tr>
<tr>
<td></td>
<td>II: Installation of Sewerage Line</td>
</tr>
</tbody>
</table>

3.2.1 Picture will also be shared with the bidders if required.

3.2.2 Department invites sealed technical and financial bid to procure/Execute the above mentioned civil Work.

3.2.3 Successful bidder is required to provide the above mentioned Work at Isfandyar Bukhari District Hospital Attock.
3.3 Tender Eligibility/Qualification Criteria
Eligible Bidder/Bidder is a Bidder/Bidder who:

3.3.1 Must have valid registration with Pakistan Engineering Council.
3.3.2 Must be registered with C&W Department /PHED Punjab;
3.3.3 Has valid National Tax Number (NTN);
3.3.4 has not been blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan.
3.3.5 Has not any litigation with any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan.
3.3.6 The average annual work for the last 2 years should not be less than twice amount of similar type of work required in this Hospital (year-wise detail of work required).

Note: Verifiable documentary proof for all above requirements is mandatory, noncompliance will lead to disqualification.

3.4 Tender Cost
The Bidder shall bear all costs/expenses associated with the preparation and submission of the Tender(s) and the Procuring agency shall in no case be responsible/liable for those costs/expenses.

3.5 Examination of the Tender Document
The Bidder is expected to examine the Tender Document, including all instructions and terms and conditions.

3.6 Clarification of the Tender Document
3.6.1 The Bidder may require further information or clarification of the Tender Document, before 14th October, 2019 in writing. The clarification and its replies will be shared with all prospective bidders.
3.6.2 Bidders should note that during the period from the receipt of the bid and until further notice from the Primary Contact given herein this document, all queries should be communicated via the Primary Contact and in writing only. In the case of an urgent situation where the Primary Contact cannot be contacted, the bidder may alternatively direct their enquiries through the Secondary Contact.

3.7 Amendment of the Tender Document
3.7.1 The Procuring agency may, at any time prior to the deadline for submission of the Tender, at its own initiative or in response to a clarification requested by the Bidder(s),
amend the Tender Document, on any account, for any reason. All amendment(s) shall be part of the Tender Document and binding on the Bidder(s).

3.7.2 The Procuring agency shall notify the amendment(s) in writing to the prospective Bidders as per Punjab Procurement Rules, 2014.

3.7.3 The Procuring agency may, at its exclusive discretion, amend the Tender Document to extend the deadline for the submission of the Tender as per Rule-25 (3) of Punjab Procurement Rules, 2014.

3.8 Preparation/ Submission of Tender

3.8.1 The Tender and all documents relating to the Tender, exchanged between the Bidder and the Procuring agency, shall be in English.

3.8.2 Technical Bid shall comprise the following:

3.8.2.1 Undertaking (All terms & conditions and qualifications listed anywhere in this tender document have been satisfactorily vetted) and Affidavit (Integrity Pact) (Annexure-B&C)

3.8.2.2 Covering letter duly signed and stamped by authorized representative. (Annexure-D)

3.8.2.3 Certificate of Company/Firm Registration/Incorporation under PEC/ Building/C&W Department/PHED.

3.8.2.4 Evidence of conformity of the Works to the Tender Document

3.8.2.5 Submission of undertaking on legal valid and attested stamp paper that the firm is not Blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan.

3.8.2.6 Submission of undertaking on legal valid and attested stamp paper that the firm has not any LITIGATION by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan.

3.8.2.7 Valid Registration Certificate for Income Tax & General Sales Tax/ Provincial Sales Tax

3.8.2.8 Power of Attorney, if an authorized representative is appointed (Annexure-E)

3.8.3 Financial Bid shall comprise the following

3.8.3.1 Bid Submission Form (Annexure-A)

3.8.3.2 Bid Security 2% of estimated cost, as per provisions of the clause Bid Security of this document.

3.8.3.3 Price Schedule (Annexure-F)
3.8.4 The Firm shall seal the Technical and Financial Bid in an outer envelope duly marked as under:

Strictly Confidential
Technical and Financial Bid for
Tender No. [Number of Tender & Title]
[Name of the Procuring agency]
[Address of the Firm]

[Name of the Firm]
[Address of the Firm]
[Phone No. of the Firm]

3.8.5 The Tender shall be dropped in the prescribed Tender Box placed at the office of Procurement Officer, not later than 11:00 AM on last date of submission of bids. No late bid shall be accepted.

3.8.6 This is made obligatory to affix authorized signatures with official stamp on all documents, annexures, copies, certificates, letters, forms and all relevant documents as part of the bids submitted by the Bidder

3.9 Tender Price
The quoted price shall be:

3.9.1 best/final/fixed and valid until completion of all obligations under the Contract i.e. not subject to variation/escalation;
3.9.2 in Pak Rupees;
3.9.3 inclusive of all taxes, duties, levies, insurance, freight, etc.;
3.9.4 If not specifically mentioned in the Tender, it shall be presumed that the quoted price is as per the above requirements.

3.9.5 Price Schedule shall only be submitted with the financial Bid (Annexure-F).
3.9.6 The bidder must provide price of each job as per Price Schedule.
3.9.7 Bid with the lowest price will be awarded the contract.
3.9.8 The Bid shall be checked for any arithmetic errors which shall be rectified, as follows:

3.9.8.1 If there is a discrepancy between the amount in figures and the amount in words for the Total Bid Price entered in the Bid Form, the amount which tallies with the Total Bid Price entered in the Price Schedule, shall govern.

3.9.8.2 If there is a discrepancy between the unit rate and the total price entered in the price Schedule, resulting from incorrect multiplication of the unit rate by the quantity, the unit rate as quoted shall govern and the total price shall be corrected, unless there is an
obvious and gross misplacement of the decimal point in the unit rate, in which case the total price as quoted shall govern and the unit rate shall be corrected.

3.9.8.3 If there is a discrepancy in the actual sum of the itemized total prices and the total bid price quoted in the Price Schedule, the actual sum of the itemized total prices shall govern.

3.9.8.4 The Bid price as determined after arithmetic corrections shall be termed as the corrected total bid price which shall be binding upon the Bidder.

3.9.8.5 Adjustment shall be based on corrected Bid Prices. The price determined after making such adjustments shall be termed as Evaluated Total Bid Price.

3.9.8.6 The cost of making good any deficiency resulting from any acceptable, quantifiable variations and deviations from the terms and conditions of the Contract / Technical Specifications, shall be added to the corrected Bid Price for comparison purposes only. No credit shall be given for offering delivery period earlier than the specified period.

3.9.8.7 The Bidder shall state the Bid Price for the payment terms outlined in the Conditions of Contract will be considered for the evaluation of the Bid.

3.9.8.8 The Bidders may offer discounts for jobs which shall be taken into account in the evaluation of the Bids so as to determine the Bid offering the lowest evaluated cost for the Procuring agency in deciding award(s) for whole bid.

3.10 Bid Security (Earnest Money)

The Bidder shall furnish the Bid Security (Earnest Money) as under:

3.10.1 Shall be in the form of Call Deposit Receipt/DD/PO in the name of Medical Superintendent Isfandyar Bukhari District Hospital Attock;
3.10.2 Shall be a sum equivalent to 02% of the total Tender Price;
3.10.3 Denominated in Pak Rupees;
3.10.4 Shall be included in the envelop of Bid;
3.10.5 Having a minimum validity period of ninety days from the last date for submission of the Bid or until furnishing of the Performance Guarantee, whichever is later;
3.10.6 The unsuccessful bidders shall be returned the bid security only. The Bid Security shall be returned to the successful Bidder on furnishing the Performance Guarantee.
3.11 Tender Validity

The Tender shall have a minimum validity period of ninety (90) days from the last date for submission of the Tender. The Procuring agency may solicit the Bidder's consent to an extension of the validity period of the Tender. The request and the response thereto shall be made in writing. If the Bidder agrees to extension of validity period of the Tender, the validity period of the Bid Security shall also be suitably extended. The Bidder may refuse extension of validity period of the Tender, without forfeiting the Bid security as per Clause 28(4)(c).

3.12 Modification/Withdrawal of the Tender

3.12.1 The Bidder may, by written notice served on the Procuring agency, modify or withdraw the Tender after submission of the Tender, prior to the deadline for submission of the Tender.

3.12.2 The Tender, withdrawn after the deadline for submission of the Tender and prior to the expiration of the period of the Tender validity, shall result in forfeiture of the Bid Security.

3.13 Opening of the Tender

3.13.1 The bid shall be opened at 11:30 am on the last date of submission of bids i.e. 14th October, 2019 in the presence of the Bidder(s) who may choose / wish to be present without further invitation. In case the last date of bid submission falls in/ within the official holidays, the last date for submission of the bids shall be the next working day.

3.13.2 The Bidder's name, modifications, withdrawal, security, attendance of the Bidder and such other details as the Procuring agency may, at its exclusive discretion, consider appropriate, shall be announced and recorded.

3.14 Clarification of the Tender

The Procuring agency shall have the right in case of any discretion, to require, in writing, further information or clarification of the Tender, from any or all the Bidder(s). No change in the price or substance of the Tender shall be sought, offered or permitted except as required to confirm any ambiguity / the corrections of arithmetical errors discovered in the Tender. Acceptance of any such correction is sole discretion of the Procuring agency.

3.15 Determination of Responsiveness of the Bid (Tender)
The Procuring agency shall determine the substantial responsiveness of the Tender to the Tender Document, prior to the Tender evaluation, on the basis of the contents of the Tender itself without recourse to extrinsic evidence. A substantially responsive Tender is one which:

3.15.1 Meets the eligibility criteria given herein this tender document;
3.15.2 Offers fixed price for all Works as per Price Schedule;
3.15.3 Is accompanied by the required Bid Security as part of financial proposal;
3.15.4 Conforms to all terms and conditions of the Tender Document, without material deviation or reservation.

3.15.5 A material deviation or reservation is one which affects the scope, quality Works or limits the Procuring agency’s rights or the Bidder's obligations under the Contract.

3.15.6 The Tender determined as not substantially responsive shall not subsequently be made responsive by the Bidder by correction or withdrawal of the material deviation or reservation.

3.16 Rejection of the Bid

The Procuring agency may reject all bids or proposals at any time prior to the acceptance of a bid or proposal. The Procuring agency shall upon request communicate to any bidder, the grounds for its rejection of all bids or proposals, but shall not be required to justify those grounds. The Procuring agency shall incur no liability, solely, by virtue of rejection of bidders. However, bidders shall be promptly informed about the rejection of the bids, if any (As per Rule 35 of Punjab Procurement Rules, 2014). The Tender shall be rejected if it is:

3.16.1 Substantially non-responsive in a manner prescribed in this tender document; or
3.16.2 Submitted in other than prescribed forms, annexes, documents by other than specified mode; or
3.16.3 Incomplete, partial, conditional, alternative, late; or
3.16.4 The Bidder has conflict of interest with the Procuring agency; or
3.16.5 The Bidder tries to influence the Tender evaluation/ Contract award; or
3.16.6 The Bidder engages in corrupt or fraudulent practices in competing for the Contract award;
3.16.7 The Bidder fails to meet the requirements of Tender Eligibility/ Qualification Criteria
3.16.8 There is any discrepancy between bidding documents and bidder’s proposal i.e. any non-conformity or inconsistency or informality or irregularity in the submitted bid.
3.16.9 The Bidder submits any financial conditions as part of its bid which are not in conformity with tender document.

3.17 Performance Guarantee
The successful contractor shall furnish Performance Guarantee as under:

3.17.1 Within Five (05) working days of the receipt of the Acceptance Letter from the Procuring agency;

3.17.2 In the form of a CDR/ Pay Order/ Demand Draft, issued by a scheduled bank operating in Pakistan;

3.17.3 For a sum equivalent to 10% (Ten Percent) of the contract value;

3.17.4 In Pak Rupees;

3.17.5 Have a minimum validity period of (90) ninety days from the date of Award Notification or until the date of completion of work, whichever is later.

3.17.6 The proceeds of the Performance Guarantee may be payable to the Procuring agency, on occurrence of any/all of the following conditions:

3.17.6.1 If the contractor commits a default under the Contract;

3.17.6.2 If the contractor fails to fulfill any of the obligations under the Contract;

3.17.6.3 If the contractor violates any of the terms and conditions of the Contract.

3.17.7 The contractor shall cause the validity period of the Performance Guarantee to be extended for such period(s) as the contract performance may be extended. The Performance Guarantee shall be returned to the contractor within thirty (30) days after successful completion of work.

3.18 Award Criteria

The eligible bidder/ Bidder will be evaluated in the light of all Pre-Conditions, necessary requisites and shall be selected on lowest cost quoted as per rules and fulfilling all formalities.

3.19 Acceptance Letter

As per provisions of Rule (55) of Punjab Procurement Rules 2014, the Procuring agency shall issue the Acceptance Letter to the successful Bidder, at least after 10 days of announcement of bid evaluation reports (Ref. Rule-37 of Punjab Procurement Rules, 2014) and prior to the expiry of the original validity period or extended validity period of the Tender, which shall constitute a contract, until execution of the formal Contract.

3.20 Redressal of grievances by the procuring agency

The Procuring agency has constituted a committee comprising of odd number of persons, with proper powers and authorizations, to address the complaints of bidders that may occur prior to the entry into force of the procurement contract.
3.20.1 Any bidder feeling aggrieved by any act of the Procuring agency after the submission of his bid may lodge a written complaint concerning his grievances not later than ten days after the announcement of the bid evaluation report.

3.20.2 The committee shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint.

3.20.3 Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.

3.20.4 Any bidder not satisfied with the decision of the committee of the Procuring agency may lodge an appeal in the relevant court of jurisdiction.
4 TERMS & CONDITIONS OF THE CONTRACT

Civil Work in Isfandyar Bukhari District Hospital Attock

[Name of Contractor]

Dated:

This CONTRACT AGREEMENT (this “Contract”) made as of the [day] of [month], [year], between Isfandyar Bukhari District Hospital Attock (the “Procuring agency”), on the one part,

And

[full legal name of Contractor & Address], on the other part severally liable to the Procuring agency for all of the Contractor’s obligations under this Contract and is deemed to be included in any reference to the term “the Contractor.”

RECITALS

WHEREAS,

(a) The Procuring agency intends to spend a part of its budget / funds for making eligible payments under this contract. Payments made under this contract will be subject, in all respects, to the terms and conditions of the Contract in lieu of the Works as described in the contract.

(b) The Procuring agency has requested the Contractor to provide certain complete of Works as described in Tender Document; and

(c) The Contractor, having represented to the Procuring agency that it has the required professional skills, and personnel and technical resources, has agreed to provide such works on the terms and conditions set forth in this Contract.

NOW THEREFORE, the Parties to this Contract agree as follows:

1. The Contractor hereby covenants with the Procuring agency to complete the Works and to remedy damage therein, at the time and in the manner, in conformity in all respects
with the provisions of the Contract, in consideration of the payments to be made by the Procuring agency to the Contractor.

2. The Procuring agency hereby covenants with the Contractor to pay the Contractor, the Contract Price as may become payable, at the times and in the manner, in conformity in all respects with the provisions of the Contract, in consideration of complete of the Works and remedying of damage therein.

3. The following shall be deemed to form and be read and construed as part of this Contract:
   a. The Tender Document
   b. Terms and Conditions of the Contract
   c. Bidder’s Proposal
   d. The Technical Specifications
   e. Tender Form
   f. Price Schedule
   g. Affidavit(s)
   h. Performance Guarantee

4. This Contract shall prevail over all other documents. In the event of any discrepancy/inconsistency within the Contract, the above Documents shall prevail in the order listed above.

IN WITNESS whereof the Parties hereto have caused this Contract to be executed in accordance with the laws of Pakistan as of the day, month and year first indicated above.

For Isfandyar Bukhari District Hospital Attock: For [full legal name of the Contractor]:

Signature                                          Signature

Name                                              Name

WITNESSES

Signature ______________________                        Signature_____________________
CNIC # __________________________                       CNIC # __________________________
Name _______________________________                    Name __________________________
Designation __________________________             Designation __________________________
Address _______________________________                  Address _______________________________

ITB CIVIL WORK (IBD ATTOCK)
5 GENERAL CONDITIONS OF CONTRACT

Contract
The Procuring agency shall, after receipt of the Performance Guarantee from the successful Bidder, send the Contract provided in the Tender Document, to the successful Bidder. Within three working days of the receipt of such Contract, the Bidder shall sign and date the Contract and return it to the Procuring agency.

5.1 Contract Duration
The Contract duration shall be for the period of 45 days from the date of signing of Contract or until the completion of work.

5.2 Contract Documents and Information
The Contractor shall not, without the Procuring agency’s prior written consent, make use of the Contract, or any provision thereof, or any document(s), specifications or information furnished by or on behalf of the Procuring agency in connection therewith, except for purposes of performing the Contract or disclose the same to any person other than a person employed by the Contractor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

5.3 Contract Language
The Contract and all documents relating to the Contract, exchanged between the Contractor and the Procuring agency, shall be in English. The Contractor shall bear all costs of translation to English and all risks of the accuracy of such translation.

5.4 Standards
The Works supplied under this Contract shall conform to the authoritative latest industry standards.

5.5 Patent Right
The Contractor shall indemnify and hold the Procuring agency harmless against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the Works or any part thereof.

5.6 Deliverables
5.6.1 The contractor shall complete the works within Forty Five (45) days from the issuance of Acceptance Letter / signing of contract.

5.6.2 The Contractor shall provide the required Works as is sufficient to prevent the damage or deterioration during storing and transit to their final destination as indicated in the Contract.

5.6.3 The Works shall remain at the risk and under the physical custody of the Contractor until the delivery and taking over of the Works is completed.

5.6.4 The Contractor shall ensure that the works shall be completed as per schedule. If it shall appear to the Procuring agency that the works have been or are likely to be delayed by
reason of incompletion or for any other reasons, he may require the Contractor at the expense of the Contractor to dispatch the right jobs of the Works thereof.

5.6.5 The Contractor shall ensure to get signed “Satisfactory Work Done” from Procuring agency Representative upon successful discharge of Works.

5.7 **Work Completion Certificate**

The Procuring agency will issue Work Completion Certificate to the Contractor upon successful completion of delivery of Works which the Contractor is liable to provide in consideration of this Contract.

5.8 **Payment**

5.8.1 The Contractor shall provide separate breakup of job wise Works in the invoice.

5.8.2 The Procuring agency shall pay the amount verified within thirty (30) days. Payment shall not be made in advance and against partial deliveries until work completion certificate is issued by the Procuring agency. The Procuring agency shall make payment for the Works supplied, to the Contractor, as per Government policy, in Pak Rupees, through cheque / PO/DD/CDR.

5.8.3 All payments shall be subject to any and all taxes, duties and levies applicable under the laws of Pakistan.

5.9 **Price**

The Contractor shall not charge prices for the Works supplied and for other obligations discharged, under the Contract, varying from the prices quoted by the Contractor in the Price Schedule.

5.10 **Contract Amendment**

5.10.1 The Procuring agency may at any time, by written notice served to the Contractor, alter or amend the contract for any identified need/ requirement in the light of prevailing rules and regulations.

5.10.2 The Contractor shall not execute any Change until and unless the Procuring agency has allowed the said Change, by written order served on the Contractor.

5.10.3 The Change, mutually agreed upon, shall constitute part of the obligations under this Contract, and the provisions of the Contract shall apply to the said Change.

5.10.4 No variation in or modification in the Contract shall be made, except by written amendment signed by both the Procuring agency and the Contractor.

5.11 **Assignment/Subcontract**

5.11.1 The Contractor shall not assign or sub-contract its obligations under the Contract, in whole or in part, except with the Procuring agency’s prior written consent.

5.11.2 The Contractor shall guarantee that any and all assignees/ subcontractors of the Contractor shall, for performance of any part/ whole of the work under the contract,
comply fully with the terms and conditions of the Contract applicable to such part/whole of the work under the contract.

5.12 Extensions in time for performance of obligations under the Contract

If the Contractor encounters conditions impeding timely performance of any of the obligations, under the Contract, at any time, the Contractor shall, by written notice served on the Procuring agency, promptly indicate the facts of the delay, its likely duration and its cause(s). As soon as practicable after receipt of such notice, the Procuring agency shall evaluate the situation and may, at its exclusive discretion, without prejudice to any other remedy it may have, by written order served on the Contractor, extend the Contractor's time for performance of its obligations under the Contract.

5.13 Liquidated Damages

If the Contractor fails to provide the required Works as is sufficient to prevent the damage or deterioration of Works during storing as indicated in the Contract, the Procuring agency may either deduct the amount from the Contract Price or the contractor shall pay the Procuring agency the amount equal to the original cost of the damaged/lost Works due to any reason e.g. Accident, rain, damage and theft etc. If the Contractor fails to provide any job within delivery time, 0.5 % penalty will be imposed for that particular job per day.

5.14 Blacklisting

If the Contractor fails/ delays in performance of any of the obligations, under the Contract, violates any of the provisions of the Contract, commits breach of any of the terms and conditions of the Contract or found to have engaged in corrupt or fraudulent practices in competing for the award of contract or during the execution of the contract, the Procuring agency may without prejudice to any other right of action/ remedy it may have, blacklist the Contractor, either indefinitely or for a stated period, for future tenders in public sector, as per provision of Punjab Procurement Rules, 2014.

5.15 Termination for Default

5.15.1 If the Contractor fails/ delays in performance of any of the obligations, under the Contract/ violates any of the provisions of the Contract/ commits breach of any of the terms and conditions of the Contract the Procuring agency may, at any time, without prejudice to any other right of action/ remedy it may have, by written notice served on the Contractor, indicate the nature of the default(s) and terminate the Contract, in whole or in part, without any compensation to the Contractor. Provided that the termination of the Contract shall be resorted to only if the Contractor does not cure its failure/ delay, within fifteen working days (or such longer period as the Client may allow in writing), after receipt of such notice.

5.15.2 If the Procuring agency terminates the Contract for default, in whole or in part, the Procuring agency may procure, upon such terms and conditions and in such manner as
it deems appropriate, Works, similar to those undelivered, and the Contractor shall be liable to the Procuring agency for any excess costs for such similar Works. However, the Contractor shall continue performance of the Contract to the extent not terminated.

5.16 Termination for Insolvency
If the Contractor becomes bankrupt or otherwise insolvent, the Procuring agency may, at any time, without prejudice to any other right of action/ remedy it may have, by written notice served on the Contractor, indicate the nature of the insolvency and terminate the Contract, in whole or in part, without any compensation to the Contractor.

5.17 Force Majeure
5.17.1 For the purpose of this contract “Force Majeure” means an event which is beyond the reasonable control of a party and which makes a party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances, and includes, but is not limited to, War, Riots, Storm, Flood or other industrial actions (except where such strikes, lockouts or other industrial are within the power of the party invoking Force Majeure), confiscation or any other action by Government agencies. In all disputes between the parties as to matters arising pursuant to this Contract, the dispute be referred for resolution by arbitration under the Pakistan Arbitration Act, 1940, as amended, by one or more arbitrators selected in accordance with said Law. The place for arbitration shall be Lahore, Pakistan. The award shall be final and binding on the parties.

5.17.2 The Contractor shall not be liable for liquidated damages, blacklisting for future tenders, if and to the extent his failure/ delay in performance/ discharge of obligations under the Contract is the result of an event of Force Majeure.

5.17.3 If a Force Majeure situation arises, The Contractor shall, by written notice served on The Procuring agency, indicate such condition and the cause thereof. Unless otherwise directed by The Procuring agency in writing, The Contractor shall continue to perform under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

5.17.4 Force Majeure shall not include

5.17.4.1 Any event which is caused by the negligence or intentional action of a Party or Agents or Employees, nor

5.17.4.2 Any event which a diligent Party could reasonably have been expected to both
5.17.4.2.1 Take into account at the time of the conclusion of this Contract and
5.17.4.2.2 Avoid or overcome in the carrying out of its obligations hereunder.

5.17.5 Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
5.18 Dispute Resolution
5.18.1 The Procuring agency and the Contractor shall make every effort to amicably resolve, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.
5.18.2 If, after thirty (30) working days, from the commencement of such informal negotiations, the Procuring agency and the Contractor have been unable to amicably resolve a Contract dispute, either party may, require that the dispute be referred for resolution by arbitration under the Pakistan Arbitration Act, 1940, as amended, by one or more arbitrators selected in accordance with said Law. The place for arbitration shall be Lahore, Pakistan. The award shall be final and binding on the parties.

5.19 Statutes and Regulations
5.19.1 The Contract shall be governed by and interpreted in accordance with the laws of Pakistan.
5.19.2 The Contractor shall, in all matters arising in the performance of the Contract, conform, in all respects, with the provisions of all Central, Provincial and Local Laws, Statutes, Regulations and By-Laws in force in Pakistan, and shall give all notices and pay all fees required to be given or paid and shall keep the Procuring agency indemnified against all penalties and liability of any kind for breach of any of the same.
5.19.3 The Courts at Lahore shall have the exclusive territorial jurisdiction in respect of any dispute or difference of any kind arising out of or in connection with the Contract.

5.20 Taxes and Duties
The Contractor shall be entirely responsible for all taxes, duties and other such levies imposed, make inquiries on income tax to the concerned authorities of Income Tax.

5.21 Contract Cost
The Contractor shall bear all costs/ expenses associated with the preparation of the Contract and the Procuring agency shall in no case be responsible/ liable for those costs/ expenses. The successful bidder shall provide legal stamp papers of relevant value according to Govt. rules and regulations for signing of the formal contract.

5.22 Authorized Representative
5.22.1 The Procuring agency or the Contractor may, at their exclusive discretion, appoint their Authorized Representative and may, from time to time, delegate any/ all of the duties/ authority, vested in them, to their authorized Representative(s), including but not limited to, signing on their behalf to legally bind them, and may, at any time, revoke such delegation.
5.22.2 The Authorized Representative shall only carry out such duties and exercise such authority as may be delegated to him, by the Procuring agency or the Contractor.
5.22.3 Any such delegation or revocation shall be in writing and shall not take effect until notified to the other parties to the Contract.

5.22.4 Any decision, instruction or approval given by the Authorized Representative, in accordance with such delegation, shall have the same effect as though it had been given by the Principal.

5.22.5 If the Contractor questions any decision or instruction of the Authorized Representative of the Procuring agency, the Contractor may refer the matter to the Procuring agency who shall confirm, reverse or vary such decision or instruction.

5.23 Waiver

Failure of either party to insist upon strict performance of the obligations of the other party, under the Contract, shall in no way be deemed or construed to affect in any way the right of that party to require such performance.
**SPECIAL STIPULATIONS (BID DATA SHEET)**

For ease of Reference, certain special stipulations are as under:

<table>
<thead>
<tr>
<th>Reference</th>
<th>Description</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clause 2.1.2</td>
<td>Last date and time for the Submission of bidding doc.</td>
<td>11:00 am, 14th October, 2019</td>
</tr>
<tr>
<td>Clause 2.1.3</td>
<td>Date, time and venue of opening of bid</td>
<td>11:30 am, 14th October, 2019 at Isfandyar Bukhari District Hospital Attock.</td>
</tr>
<tr>
<td>Clause 5.4</td>
<td>Language of bid</td>
<td>English</td>
</tr>
</tbody>
</table>
| Clause 3.11 | Bid Security (Earnest Money) | The Contractor shall furnish the Bid Security (earnest Money) as under:  
• in the form of Demand Draft/ Pay Order/ Call Deposit Receipt, in the name of the Procuring agency; for a sum equivalent to 02% of the Total Tender Price;  
• denominated in Pak Rupees;  
• Have a minimum validity period of ninety days from the last date for submission of the Tender or until furnishing of the Performance Guarantee, whichever is later. |
| Clause 3.10 | Bid Price | Should be best and final prices including all applicable taxes as no negotiations on the prices are allowed |
| Clause 3.12 | Bid validity period | 90 Days |
| Clause 1.3 | Bidding procedure | Single stage – Two Envelop Procedure |
| Clause 3.19 | Performance Guarantee | 10% of bid value |
| Clause 5.7 | Deliverable | • The contactor shall complete the work within Forty Five (45) days after issuance of Acceptance Letter/Singing of contract.  
• The Contractor shall ensure to get signed “Satisfactory Work Done” from Procuring agency Representative upon successful completion of Works. |
| Clause 5.14 | Liquidated damages for failure / delay in complete of Works by the Contractor | If the contractor fails to complete the Works in time as specified in the scope of work, 0.5% of the quoted price of that particular job shall be imposed as penalty. |
| Clause 2.1.9 | Contact Person for Communication: | Mr. Tahir Bloch  
Logistic Officer,  
Isfandyar Bukhari  
District Attock |
ANNEXURES

ANNEXURE-A
To be attached with Financial Bid

BID SUBMISSION FORM

[Location, Date]

To _(Name and address of Procuring agency)_

Dear Sir,

We, the undersigned, offer to provide the _ (Insert title of assignment) _ in accordance with your Bidding Document No. dated _(insert date)_. Our attached Bid is for the sum of _(insert amount in words and figures)_. This amount is inclusive of all taxes.

Our Bid shall be binding upon us up to expiration of the validity period of the Bid, i.e. before the date indicated in of the Bid Data Sheet.

We also declare that the Government of Pakistan / Punjab has not declared us blacklisted on charges of engaging in corrupt, fraudulent, collusive, or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and are aware of the relevant provisions of the Bid Document.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature (Original)
(In full and initials)
Name and Designation of Signatory

Name of Firm
Address
ANNEXURE-B
To be attached with technical bid

UNDERTAKING

It is certified that the information furnished here in and as per the document submitted is true and correct and nothing has been concealed or tampered with. We have gone through all the conditions of tender and are liable to any punitive action for furnishing false information/documents.

Dated this day of 20

Signature

(Company Stamp)

____________________
In the capacity of

Duly authorized to sign bids for and on behalf of:
Annexure-C
To be attached on legal stamp paper with technical bid

AFFIDAVIT

(Integrity Pact)

We ______ (Name of the bidder/contractor) being the first duly sworn on oath submit, that Mr. /Ms. ____________________

(If participating through agent / representative) is the agent / representative duly authorized by __________ (Name of the bidder company) hereinafter called the Contractor to submit the attached bid to the __________ (Name of the Procuring agency)_. Affiant further states that the said M/s (Bidding Firm/Company Name) has not paid, given or donate or agreed to pay, given or donate to any line officer or employee of the __________ (Name of the Procuring agency) any money or thing of value, either directly or indirectly, for special consideration in the letting of the contract, or for giving undue advantage to any of the bidder in the bidding and in the evaluation and selection of the bidder for contract or for refraining from properly and thoroughly maintaining projects implementations, reporting violation of the contract specification or other forms of non-compliance.

[The Seller/Supplier/Contractor] 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 the Procuring agency and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty / support. The Seller/Supplier/Contractor certifies that it has made and will make full disclosure of all agreements and arrangements with all person in respect of or related to the transaction with the Procuring agency and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty / support.

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

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

Signature & Stamp

Subscribed and sworn to me this day of 20

Notary Public
ANNEXURE-D
To be attached with technical bid

FORMAT FOR COVERING LETTER

To

(Name and address of procuring agency)

Sub: ______________________________________

Dear Sir,

a) Having examined the tender document and Appendixes we, the undersigned, in conformity with the said document, offer to provide the said works on terms of reference to be signed upon the award of contract for the sum indicated as per Price Schedule.

b) We undertake, if our proposal is accepted, to provide the works comprise in the contract within time frame specified, starting from the date of receipt of notification of award from the client Department / Office.

c) We agree to abide by this proposal for the period of days (as per requirement of the project) from the date of bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

d) We agree to execute a contract in the form to be communicated by the (insert name of the Procuring agency)_, incorporating all agreements with such alterations or additions thereto as may be necessary to adapt such agreement to the circumstances of the standard.

e) We understand that you are not bound to accept a lowest or any bid you may receive, not to justify for rejection of any bid and that you will not defray any expenses incurred by us in bidding.

Authorized Signatures with Official Stamp
ANNEXURE-E

INSTRUCTION FOR PREPARATION OF POWER OF ATTORNEY

a) To be executed by an authorized representative of the bidder.

b) The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required the same should be under common stamp affixed in accordance with the required procedure.

c) Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

In case the Application is signed by an authorized Director / Partner or Proprietor of the Applicant, a certified copy of the appropriate resolution / document conveying such authority may be enclosed in lieu of the Power of Attorney.
**Format of Power-of-Attorney**
To be submitted with technical proposal

**POWER OF ATTORNEY**

(On Stamp Paper of relevant value)

Know all men by these presents, we (name of the company and address of the registered office) do hereby appoint and authorize Mr. (full name and residential address) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for (name of the project) in response to the tenders invited by the (name of the Procuring agency) including signing and submission of all documents and providing information/responses to (name of the Procuring agency) in all matters in connection with our Bid.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this day of 20
For __________________________

(Signature)
(Name, Designation and Address)
Accepted

(Signature)
(Name, Title and Address of the Attorney)
Date:
Annexure F
To be submitted with Bid Form

PRICE SCHEDULE

ISFANDYAR BUKHARI DISTRICT HOSPITAL ATTOCK

Lot # 1  Provision of Sewerage System (Detailed Scope of Work Can be taken along with Tender Documents)

Lot # 2  Construction of pathway (Detailed Scope of Work Can be taken along with Tender Documents)