

TENDER DOCUMENTS

Supply, Laying & Testing of Low Tension Cables

PRO/ENG/ELEC/16/01

BOARD OF MANAGEMENT SIE



For any clarifications:

Senior Electrical Manager, BOMSIE

0320 5400506 | 032 5400512

TABLE OF CONTENTS

	Preface.....	3
I.	Invitation to Bid.....	4
II.	Instruction to Bidders.....	5
III.	Data Sheet.....	15
IV.	General Conditions Of Contract.....	17
V.	Special Conditions Of Contract.....	27
VI.	Evaluation Criteria.....	28
VII.	Form of Bid.....	29
VIII.	Form of Bid Security.....	30
IX.	Form of Performance Guarantee.....	31
X.	Form of Contract Agreement.....	33
XI.	Schedule of Goods Delivery & Work Completion.....	34
XII.	Schedule of Prices.....	36
XIII.	Specifications.....	40

PREFACE

Sundar Industrial Estate is a **state-of-the-art industrial estate** which was inaugurated in **February 2007** and is the first project assigned to the Punjab Industrial Estates Development & Management Company (PIEDMC). It was envisioned to be an island of facilitation for prospective industrialists. The objective was to develop an industrial estate where issues of residents are handled and problems solved through 'One Window' operations. There are over four hundred factories in production (as of March 2016) and an additional 150 are expected to join in production within the next year.

SIE has infrastructure comparable to any modern industrial estate globally.

After analyzing the needs of entrepreneurs, SIE has ensured availability of the following amenities.

- Reinforced Concrete Road Network
- Underground Sewerage System
- Underground Electricity Distribution System
- Walled industrial estate with limited entry/exit points.
- Telecommunications System
- Fully Equipped Fire Station
- Technical Training Facilities
- Estate-operated Security Arrangements
- Hospital / Emergency Medical Services (Social Security)
- Mosque
- Petrol Stations

In continuation of the above developments and the maintenance of these facilities, the Board of Management is inviting interested parties to bid for the provision of goods and/or works as stated in the document as follows.

I. INVITATION TO BID

1. Board of Management Sundar Industrial Estate (BOM-SIE), working under Punjab Industrial Estate Development & Management Company (PIEDMC), a Semi Government Organization invites sealed bids from the original manufacturers / authorized distributors / suppliers and contractors registered with the Pakistan Engineering Council as well as Income Tax and Sales Tax Departments and who are on Active Taxpayers List of the Federal Board of Revenue for the supply, laying and testing of Low Tension Cables from it's Rescue Building up to the main office at Gate #2.
2. Bidding documents, containing detailed terms and conditions, etc. are available at Senior Electric Manager's Office, Gate #2, Sundar Industrial Estate, Sundar-Raiwind Road, Lahore. Price of the bidding documents is Rs. 500. Bidding documents can also be downloaded from sie.com.pk/downloads/ free of cost.
3. The bids, prepared in accordance with the instructions in the bidding documents, must reach at **Senior Electric Manager's Office, Gate #2, Board of Management Sundar Industrial Estate** on or before 30th June 2016 at 11:00 am. The documents will be opened the same day at 11:30 am. This advertisement is also available on PPRA website at www.ppra.punjab.gov.pk.

Mr. Arshad, Senior Manager Electrical

Board of Management SIE, Gate #2, Sundar Industrial Estate, Lahore

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II. INSTRUCTION TO BIDDERS

1. Scope of Bids

The Board of Management Sundar Industrial Estate (BOMSIE) seeks a bidder for the supply, laying *and* testing of low-tension cables from the Rescue Building within its industrial estate up to the main office of BOMSIE at Gate #2.

2. Source of Funds

The purchase will be funded from within BOMSIE's yearly budget for works. BOMSIE is a body established by the Punjab Industrial Estate Development and Management Company (PIEMDC), a public-private partnership company formed by the Government of Punjab.

3. Eligible Bidders

The bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid as mentioned below. Bidders that do not fulfil the following eligibility criteria shall automatically be deemed disqualified:

3.1. Be registered with the FBR for income tax & sales tax and have proof thereof.

3.2. Shall not be blacklisted by any government, semi-government and autonomous bodies.

3.3. Shall be registered with the Pakistan Engineering Council and shall be within C6 and above category.

3.4. Must submit the required bid security alongside the bid and ensure that the bid reaches the concerned office before the deadline.

3.5. Shall provide correct information

wherever required and shall refrain from providing misleading information during all stages of procurement.

3.6. The bidder should demonstrate an average annual turnover in the last five years equal to or more than the Total Bid Price. Alternately, the bidder should have successfully completed in the last five years any specific project having value equal to or higher than the total Bid Price.

3.7. Bidder must demonstrate that manufacturer has produced same items for at least 05 years and such goods shall have proven successful in the field for at least 04 years.

4. Demonstration of Capabilities

The bidder shall provide documents as per the Sub-Clauses below to demonstrate its past experience with such projects. Bidders must possess and provide further evidence, if required, of the following to the satisfaction of the procuring agency.

4.1. Experience in laying, testing and commissioning of 11KV Independent Underground Feeders.

4.2. The Bidder shall certify the capacity and capability of the manufacturer (from which goods are offered) in terms manufacturing, quality-assurance and testing facilities.

4.3. Bidder shall provide evidence of qualified man-power and previous cases of delivering quality materials according to bid specifications and delivery requirements.

4.4 In the case of a bidder offering to supply Goods under the Contract which the bidder did not manufacture or otherwise produce, the bidder shall provide proof of having been duly authorized by the Goods manufacturer or producer to supply the Goods within Pakistan.

4.5 The bidder has the financial, technical and trading/production capability (as per role in supply chain) necessary to perform the Contract.

4.6 In the case of a bidder not doing business within Pakistan, the bidder is or will be (if successful) represented by an agent in Pakistan equipped in carrying out warranty terms, if any, fully and to the Employer's satisfaction.

5. Further Requirements for JVs

In addition to the sub-clauses under Clause 4, the following apply for Joint Ventures:

5.1 At least one of the partners of joint venture shall satisfy the relevant capabilities specified under Clause 4 hereinabove.

5.2 All firms comprising the joint venture shall be legally constituted and shall meet the eligibility requirements under Clause 3 above.

5.3 All partners of the joint venture shall at all times and under all circumstances be liable jointly and separately to the Employer for the execution of the entire contract in accordance with the contract agreement terms and conditions; a statement to this effect shall be included in the Form of Contract Agreement (in case of a successful bidder).

5.4 The Form of Bid, and in the case of successful bidder, the Form of Contract Agreement, shall be signed so as to be legally binding on all partners.

5.5 One of the joint venture partners shall be nominated as being in-charge and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the joint venture partners.

5.6 The partner-in-charge shall be authorized to incur liabilities, receive payments and receive instructions for and on behalf of any or all partners of the joint venture.

5.7 A copy of the agreement entered into by the joint venture partners shall be submitted with the bid stating the conditions under which it will function, its period of duration, the persons authorized to represent and obligate it and which persons will be directly responsible for due performance of the Contract and can give valid receipts on behalf of the joint venture, the proportionate participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. No amendments / modifications whatsoever in the joint venture agreement shall be agreed to between the joint venture partner without prior written consent of the Employer.

6. One Bid per Bidder

The following constraint applies to all interested bidders:

6.1 Each bidder shall submit only one bid either by himself, or as a partner in a joint venture. A bidder who submits or participates in more than one bid will be disqualified and bids submitted by him shall not be considered for evaluation and award.

7. Site Visit

Interested bidders may visit the site as mentioned within the Data Sheet in order to make first hand assessments prior to bidding.

8. Language of Bidders

The Bid prepared by the Bidder and all correspondence and documents relating to the procurement exchanged by the Bidder and Engineer shall be written in the English language, provided that any printed literature furnished by the Bidder may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the Bid, the English translation shall govern.

9. Accompanying Documents

The bid prepared by the bidder shall comprise the following components:

- 9.1. Covering Letter
- 9.2. Form of Bid duly filled, signed and sealed.
- 9.3. Schedules to Bid duly filled and signed, in accordance with the instructions contained therein.
- 9.4. Bid Security furnished in accordance with Clause 13.
- 9.5. Joint Venture Agreement and Power of Attorney (if and where applicable).
- 9.6. Documentary evidence established in accordance with Clauses 3, 4 and 5 that the bidder is eligible to bid and has the technical and financial standing to carry out the works.
- 9.9. Documentary evidence established in accordance with Sub-Clauses 4.2, 4.3 and 4.5 that the Goods and Ancillary Services to be supplied by the bidder are eligible Goods and Services and conform to the Bidding Documents.
- 9.10. Bidders applying for eligibility for domestic preference in bid evaluation shall supply all information & evidence to establish the claim for domestic preference as required to satisfy the criteria for claim for domestic preference.
- 9.11. Other documents, if any, prescribed in Particular Conditions of Contract or

elsewhere within these Bid Documents.

10. Bid Prices

The bidder shall fill up the Schedule of Prices attached to these documents indicating the unit rates and prices of the products delivered and works to be performed under the contract. Prices on the Schedule of Prices shall conform with the total bid amount as per the Form of Bid.

10.1 The bidder shall fill in rates and prices for all items of the works described in the Schedule of Prices. 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 Schedule of Prices.

10.3. The bidder's separation of price components will be solely for the purpose of facilitating the comparison of bids by the Employer/Engineer and will not in any way limit its right to contract on any of the terms offered.

10.4. Unless otherwise stipulated in the General Conditions of Contract or Special Conditions of Contract, prices quoted by the bidder shall remain fixed during the bidder's performance of the Contract and not subject to variation on any account. When the bidders are required to quote only fixed price(s) a bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

10.5. Any discount offered shall be valid for at least the period of validity of the bid. A discount valid for lesser period shall be considered null and void.

11. Currencies of Bid and Payment

Prices shall be quoted in Pakistani Rupees (PKR) or any acceptable freely convertible currency as per the federal procurement rules. In the case bid in foreign currencies are received, the bid amount shall be converted to Pakistani Rupees (PKR) as per the State Bank of Pakistan exchange rate on the day of

bid opening.

12. Bid Validity

The bids shall remain valid up till 60 days from the day of bid opening.

13. Bid Security

Each bidder shall furnish, as part of his bid, a Bid Security in the amount of Pakistani Rupees or an equivalent amount in a freely convertible currency. The Bid Security is required to protect the Employer against the risk of bidder's conduct which would warrant the security's forfeiture.

13.1. The Bid Security shall be, at the option of the bidder, in the form of a CDR 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 favour of **Board of Management Sundar Industrial Estate**, valid for a period of twenty-eight (28) days beyond the bid validity date.

13.2. Any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer as non-responsive.

13.3. The bid securities of unsuccessful bidders will be returned upon award of contract to the successful bidder or on the expiry of validity of Bid Security, whichever is earlier.

13.4. The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security and signed the Contract Agreement.

13.5. The Bid Security may be forfeited:

- (a) If a bidder withdraws his bid during the period of bid validity; or
- (b) If a bidder does not accept the correction of his Bid Price in case of an error or discrepancy within the bid.

13.6. The Bid Security may be forfeited in the case of a successful bidder if he fails

to:

- (a) Furnish the required Performance Security.
- (b) Sign the Contract Agreement.

14. Form of Bid & Signing

Bidders are particularly directed that the amount entered on the Form of Bid shall be for performing the Contract strictly in accordance with the Bidding Documents.

14.1 No alteration is to be made in the Form of Bid as well as the Schedule of Prices except in filling up the blanks as directed. If any alteration is made or if these instructions be not fully complied with, the bid may be rejected.

14.2. Each bidder shall prepare one (1) original and two (2) copies of the documents comprising the bid and clearly mark them "ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them, the original shall prevail.

14.3. The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign. This shall be indicated by submitting a written Power of Attorney authorizing the signatory of the bidder to act for and on behalf of the bidder. All pages of the bid shall have initials and be stamped by the person or persons signing the bid.

14.4. The bid shall contain no alterations, omissions or additions, except to comply with instructions issued by the Employer, or as are necessary to correct errors made by the bidder, in which case such corrections shall have initials by the person or persons signing the bid.

14.5. Bidders shall indicate in the space provided in the Form of Bid their full and proper addresses at which notices may be legally served on them and to which all correspondence in connection with their bids

and the Contract is to be sent.

14.6. Bidders should retain a copy of the Bidding Documents as their file copy.

15. Sealing and Marking of Bid

The Bid Documents shall be separated into two parts: the TECHNICAL and the FINANCIAL.

15.1 The ORIGINAL and (2) COPIES of the bid documents comprising the required documents, including Schedules and Forms, as stated in the Data Sheet shall marked and inserted in separate envelopes. These three envelopes shall be inserted within a larger envelope suitably marked and addressed as per the below Sub-Clauses.

15.2. The inner and outer envelopes shall:

(a) Be addressed to: **Senior Manager Electrical, BOMSIE, Gate No. 02; Sunder Industrial Estate, Sunder-Raiwind Road, Lahore.**

(b) Bear the Tender name and Date of opening of Bid.

(c) Provide a warning not to open before the time and date for bid opening.

15.3. The Bid shall be delivered in person or sent by registered mail at the address as mentioned under Sub-Clause 15.2 (a).

15.4. In addition to the identifications required under Sub-Clause 15.1, 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".

15.5. 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.

16. Deadline for Submission of Bid

Bids must be received by the Employer at the address specified not later than the time and date stipulated in the Data Sheet.

16.1. Bids with charges payable will not be accepted, nor will arrangements be undertaken to collect the bids from any delivery point other those mentioned within the Data Sheet. Bidders shall bear all expenses incurred in the preparation and delivery of bids.

16.2. 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 inserted within the sealed bid package.

16.3. Upon a separate written request, acknowledgment of receipt of bids will be provided to those making delivery in person or by messenger.

16.4. Bids submitted through telegraph, telex, fax or e-mail shall not be considered.

16.5. The Employer may, at it's discretion, extend the deadline for submission of bids by issuing an addendum through the PPRA website and newspapers; the latter only when the original request for bids was published through the same medium.

19. Late Bids

Any bid received by the Employer after the deadline for submission of bids will be returned unopened to such bidder and the bid will be considered rejected.

19.1 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.

20. Modification, Substitution and Withdrawal of Bids

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

20.1. The modification, substitution or notice for withdrawal of any bid shall be prepared, sealed, marked and delivered in accordance with the provisions under Clause 15 with the outer and inner envelopes additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.

20.3. 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.

21. Bid Opening

A committee consisting of nominated members of the Employer shall open the bids, in the presence of bidders' representatives who choose to attend, at the time, date and location stipulated in the Invitation for Bids.

21.1. The bidders' representatives who are present shall sign in a register evidencing their attendance.

21.2. The bidder's name, Bid Prices, unit rates, any discount, bid modifications, substitutions and withdrawals, the presence or absence of Bid Security, and such other details as the Employer at its discretion may consider appropriate, will be announced by the latter at the bid opening. The Employer will record minutes of the bid opening meeting.

21.3. Any Bid Price or discount which is not read out and recorded at bid opening due to any reservations as stated within these bidding documents will not be taken into account in the evaluation of bid.

21.4. Discounts offered for lesser period than the bid validity shall not be considered in evaluation.

22. Clarification of Bids

In order assist in the examination, evaluation and comparison of Bids, the Engineer or an authorized representative of the bidding committee within the Employer may ask the Bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted.

22.1 The Employer/Engineer will have the right to verify the particulars regarding the manufacturer, plants and other related information furnished within the bid.

23. Examination of Bids and Determination of Responsiveness

Prior to the detailed evaluation of bids, pursuant to the eligibility and qualifications criteria, the Engineer will examine the Bids to verify:

23.1. The Bid is complete and does not deviate from the scope.

23.2. That the bid does not contain any computational errors.

23.3. The required sureties have been furnished.

23.4. The documents have been properly signed.

23.5. The Bid is valid till required period.

23.6. Completion period offered is within specified limits.

23.7. Bidder/Manufacturer is eligible to Bid and possesses the requisite experience.

23.8. Bid does not deviate from basic technical requirements and the Bids are generally in order.

Furthermore, a bid is likely not to be considered, if:

23.9. It is unsigned or its validity is less than specified.

23.10 It is submitted for an incomplete or partial scope or if it exceeds the scope of work.

23.11. It indicates completion period longer than specified.

23.12. It indicates works and materials to be supplied that do not meet eligibility requirements.

23.13. It indicates that Bid prices do not include the amount of income tax and/or other applicable duties.

A bid will strictly not be considered, if:

23.14. It is not accompanied with bid security or it is submitted by a bidder who has participated in more than one bid.

23.15. It has been received after the deadline for submission of bids.

23.16. It has been submitted through fax, telex, telegram or email.

23.17. It indicates that prices quoted are not firm during currency of the contract whereas the bidders are required to quote fixed price(s).

23.18. The bidder refuses to accept arithmetic corrections.

23.19. The technical and/or financial bids are materially and substantially different from the Conditions/Specifications and other requirements of the Bidding Documents.

A material deviation or reservation is one which affects in any substantial way the scope, quality or performance of the works such as below:

23.20 Which limits in any substantial way, inconsistent with the Bidding Documents, the Employer's or the bidder's obligations under the Contract; or whose

rectification/adoption would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

The Employer's determination of a Bid's responsiveness will be based on the contents of the Bid itself without recourse to extrinsic evidence.

23.21 A Bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the Bidder by correction of the non-conformity.

23.22 Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation may be waived by Employer, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

24. Extension of period validity

In exceptional circumstances prior to expiry of original bid validity period, the Employer may request the bidders to extend the period of validity for a specified additional period which shall in no case be more than the original bid validity period. The request and the responses thereto shall be made in writing. A bidder may refuse the request without forfeiture of his Bid Security. A bidder agreeing to the request will be required to extend the validity of his Bid Security for the period of the extension, in which case, the Employer will be obligated to compensate the bidders, upon substantiation for their increase in costs (if it is a fixed price bid).

25. Correction of Errors

Arithmetical errors will be rectified on the following basis:

26.1 If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the words and figures the amount in words shall prevail. If there is a discrepancy between the total Bid price entered in Form of Bid and the total shown in Schedule of Prices, the

amount stated in the Form of Bid will be corrected by the Employer in accordance with the Schedule of Prices.

26. Evaluation and Comparison of Bids

Bid will be scrutinized as per the conditions of evaluation criteria of these bidding document and the lowest evaluated bidder shall be awarded the contract.

27. Award

The Employer will award the Contract to the eligible bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price.

28. Right to Accept any Bid and to Reject any or all Bids

The Employer reserves the right to accept or reject any bid as per these Tender Documents; and to annul the bidding process and reject all bids, at any time prior to the Award of Contract, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the Employer's action except that the grounds for its rejection 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.

28.1. No negotiations with the bidder having been evaluated as lowest responsive or any other bidder shall be permitted. However, the Employer may have clarification meeting(s) to get clarify any item(s) in the bid evaluation report.

29. Notification of Award

Prior to expiration of the period of bid validity prescribed by the Employer, the Employer will notify the successful bidder in writing (through a "Letter of Acceptance" or similar means) that his bid has been accepted. This letter shall name the sum which the Employer will pay the Contractor in consideration of the delivery of goods and/or 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").

29.1. The Letter of Acceptance 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.

29.2. 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.

31. Sufficiency of Bid

Each bidder shall satisfy himself before Bidding as to the correctness and sufficiency of his Bid and of the rates and prices entered in the Schedule of Prices. Except insofar as it is other wise expressly provided in the Contract, the rates and prices entered in the Schedule of Prices shall cover all his obligations under the Contract and all matters and things necessary for the delivery of goods and the proper completion of the works.

32. Performance Security

The successful bidder shall furnish to the Employer a Performance Security in the form and the amount stipulated in the Schedule of Performance Security within a period of twenty-eight (28) days after the receipt of Letter of Acceptance.

33. Signing of Contract Agreement

Within fourteen (14) days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Employer will send to the successful bidder the Form of Contract Agreement provided in the Bidding Documents, duly filled in and incorporating all agreements between the parties for signing and return it to the Employer.

33.2. The formal Agreement between the Employer and the successful bidder shall be executed within fourteen (14) days of the

receipt of such Form of Contract Agreement by the successful bidder from the Employer.

34. General Performance of the Bidders

The Employer reserves the right at the time of award of Contract to increase or decrease by up to 15% the quantity of goods and services specified in the Schedule of Prices without any change in the unit price or other terms and conditions.

36. Bidder to Inform Himself

The bidder is advised to obtain for himself at his own cost and responsibility all information that may be necessary for preparing the bid and entering into a Contract for the provision of goods and the execution of the works.

This shall include but not be limited to the following:

36.1 Inquiries on Pakistani Income Tax/Sales Tax to the Commissioner of the Income Tax and Sales Tax, _____ Pakistan. (Insert name of place)

36.2 Inquiries on customs duties and other import taxes, to the concerned authorities of Customs and Excise Department (where applicable).

36.3 Information regarding port clearance facilities, loading and unloading facilities, storage facilities, transportation facilities and congestion at Pakistan seaports (where applicable)

36.4 Investigations regarding transport conditions and the probable conditions which will exist at the time the Goods will be actually transported.

37. 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.

37.1 The Bidder shall propose, in order of his priority; plant, equipment or goods of not more than three Manufacturers. Employer at his own jurisdiction will evaluate the plant, equipment or goods of only one of such Manufacturers.

38. Local Conditions

Bidder must verify and supplement by his own investigations the information about site and local conditions.

39. Additional Contract Documents

The Documents which will be included in the Contract are listed in the Form of Contract Agreement set out in these Bidding Documents.

40. Amendment of Bidding Documents

At any time prior to the deadline for submission of bids, the Employer may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by issuing addendum.

40.1 Any addendum thus issued shall be part of the Bidding Documents and shall be communicated in writing to all purchasers of the Bidding Documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the Employer. The bidder shall also confirm in the Form of Bid that the information contained in such addenda have been considered in preparing his bid.

40.2. To afford prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may at its discretion extend the deadline for submission of bids in accordance with Clause.

41. Process to be Confidential

No tenderer shall contact Employer on any matter relating to its Tender from the time of the Tender opening to the time the Contract is awarded.

17.2 Any effort by a tenderer to influence Engineer or Employer in the Tender comparison and selection or Contract Award decisions may result in the rejection of the bid or cancellation of the tender.

III. DATA SHEET

1. **Name and address of the Employer:** Board of Management Sundar Industrial Estate, Gate #2, Sundar Industrial Estate, Sundar-Raiwind Road, Lahore through it's Senior Electrical Manager.
2. **Name of the Project & Summary of the Works:** *Supply, laying and testing of low-tension cables* from the Rescue Building within it's industrial estate up to the main office of the Board of Management SIE at Gate #2.
3. **Time limit for clarification:** The bidder may request clarification of the bid documents, in written, until the bid opening date.
4. **Bid language:** All bids shall be in the English language.
6. **Period of Bid Validity:** 60 days from the date of bid opening.
7. **Amount of Bid Security:** PKR 19,600 (2% of estimated price).
8. **Number of copies of the bid to be completed and returned:** One (1) ORIGINAL and Two (2) COPIES of the completed Bid Documents, including all applicable documents forming the Contract.
9. **Employers address for the purpose of bid submission:** Senior Manager Electrical, Board of Management Sundar Industrial Estate, Gate #2, Sundar-Raiwind Road, Lahore, Pakistan.
10. **Name and number of the contact:** Mr. Arshad, Senior Manager Electrical, 0320 5400 506
11. **Deadline for submission of bids:** 11 a.m. on June 30th, 2016.
12. **Venue, time and date of bid opening:** Conference Room, BOMSIE Office, Gate #2, Sundar Industrial Estate, Sundar-Raiwind Road, Lahore at 11:30 a.m. on June 30th, 2016.
13. **Standard form and amount of Performance Security:** 10% of bid amount payable through Bank Guarantee or CDR upon award of contract.
14. **Time for Completion** Project completion shall take place within 8 weeks from the date of contract signing or specified within contract.
14. **Estimated Cost:** Estimated cost of the project is PKR 980,000, which shall serve as basis of calculating bid security.
15. **Responsiveness of Tenders** The responsiveness of the tenders shall be ascertained as per Clause 23 of Instruction to Bidders as well as the conditions below:
 - (i) The Tender is valid till the required period
 - (ii) The Tender prices are firm during currency of contract
 - (iii) Completion period offered is within specified limits
 - (iv) The Tenderer is eligible to Tender and possesses the requisite experience.

- (v) The Tender does not deviate from Basic Requirements
- (vi) The Tenders are generally in order, etc

16. **Documents forming the Contract listed in the order of priority:**

- (a) The Contract Agreement
- (b) Data Sheet
- (c) Letter of Acceptance
- (d) Addenda, if any
- (e) General Conditions of Contract
- (f) Special Conditions of Contract
- (g) Specifications
- (h) The Drawings, if any
- (i) The Schedules to Tender including Schedule of Prices & Schedules of Goods Delivery and Works Completion

17. **Penalty Fee for Late Completion** If the contractor is unable to complete the works for reasons other than permissible in the Conditions of Contract, he is liable to pay a penalty fee of Rs. 5,000 per day for each extra day over the completion date.

18. **Currency:** Payment of Contract Price shall be in Pakistani Rupees.

19. **Terms of Payments:** The Employer shall be 75 percent of the amount upon the delivery of the the goods to the Engineer/Employer's satisfaction. The remaining 25 percent shall be payable as follows:

15% will be paid after erection/installation and 10% after taking over certificate (TOC).

IV. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

In the Contract as defined below, the words and expressions defined shall have the following meanings assigned to them, except where the context requires otherwise:

The Contract

1.1.1 “Contract” means the Contract Agreement and the other documents listed in the Data Sheet.

1.1.2 “Specifications” means the document as listed in the Data Sheet, including Employer’s requirements in respect of design to be carried out by the Contractor (if any), and any Variation to such document.

Persons

1.1.4 “Employer” means the person named in the Data Sheet and the legal successors in title to this person, but not (except with the consent of the Contractor) any assignee.

1.1.5 “Contractor” means the person named in the Data Sheet and the legal successors in title to this person, but not (except with the consent of the Employer) any assignee.

1.1.6 “Party” means either the Employer or the Contractor.

Dates, Times and Periods

1.1.7 “Commencement Date” means the date mentioned within the Contract when it comes into effect or any other date agreed between the Parties.

1.1.8 “Day” means a calendar day

1.1.9 “Time for Completion” means the time for completing the Works as stated in the Data Sheet as calculated from the Commencement Date.

Money and Payments

1.1.10 “Cost” means all expenditure properly incurred (or to be incurred) by the Contractor, whether on or off the Site, including overheads and similar charges.

Other Definitions

1.1.11 “Contractor’s Equipment” means all machinery, apparatus and other things required for the execution of the Works but does not include Materials or Plant intended to form part of the Works.

1.1.12 “Country” means the Islamic Republic of Pakistan.

1.1.14 “Force Majeure” means an event or circumstance which makes performance of a Party’s obligations illegal or impracticable and which is beyond that Party’s reasonable control.

1.1.15 “Materials” means things of all kinds (other than Plant) to be supplied and incorporated in the Works by the Contractor.

1.1.16 “Plant” means the machinery and apparatus intended to form or forming part of the Works.

1.1.17 “Site” means the places provided by the Employer where the Works are to be executed, and any other places specified in the Contract as forming part of the Site.

1.1.18 “Variation” means a change to the Specification and/or Drawings (if any) which is instructed by the Engineer/Employer.

1.1.19 “Works” means any or all the works whether Supply, Installation, Construction etc. and design (if any) to be performed by the Contractor including temporary works and any variation thereof.

1.1.20 “Engineer” means the person notified by the Employer to act as Engineer for the purpose of the Contract and named as such in Data Sheet.

1.2 Interpretations

Words importing persons or parties shall include firms and organizations. Words importing singular or one gender shall include plural or the other gender where the context requires.

1.3 Priority of Documents

The documents forming the Contract are to be taken as mutually explanatory of one another. If an ambiguity or discrepancy is found in the documents, the priority of the documents shall be in accordance with the order as listed in the Data Sheet.

1.4 Law

The law of the Contract is the relevant Law of Islamic Republic of Pakistan.

1.5 Communications

All Communications related to the Contract shall be in English language.

1.6 Statutory Obligations

The Contractor shall comply with the Laws of Islamic Republic of Pakistan and shall give all notices and pay all fees and other charges in respect of the Works.

2. THE EMPLOYER

2.1 Provision of Site

The Employer shall provide the Site and right of access thereto at the times stated within the Data Sheet or within the Contract Agreement.

2.2 Engineer/Employer's Instructions

The Contractor shall comply with all instructions given by the Employer in respect of the Works including the suspension of all or part of the Works.

2.3 Approvals

No approval or consent or absence of comment by the Engineer/Employer shall affect the Contractor's obligations.

3. ENGINEER'S/EMPLOYER'S REPRESENTATIVES

3.1 Authorized Person

One of the Engineer's/Employer's personnel shall have authority to act for him. This authorized person shall be as stated in the Data Sheet, or as otherwise notified by the Engineer/Employer to the Contractor from time to time.

3.2 Engineer's/Employer's Representative

The name and address of Engineer's/Employer's Representative shall be provided to the contractor from time to time.. However, the Contractor shall be notified by the Engineer/Employer, the delegated duties and authority before the Commencement of Works.

4. THE CONTRACTOR

4.1 General Obligations

The Contractor shall carry out the Works properly and in accordance with the Contract. The Contractor shall provide all supervision, labour, Materials, Plant and Contractor's Equipment which may be required.

4.2 Contractor's Representative

The Contractor shall submit to the Employer for consent the name and particulars of the person authorized to receive instructions on behalf of the Contractor.

4.3 Subcontracting

The Contractor shall not subcontract the whole of the Works. The Contractor shall not subcontract any part of the Works without the consent of the Employer.

4.4 Performance Security

The Contractor shall furnish to the Employer within 14 days after receipt of Letter of Acceptance a Performance Security in the form of Bank Draft or Bank Guarantee for the amount and validity specified in Data Sheet.

6. EMPLOYER'S RISKS

6.1 The Employer's Risks are:

- 6.1.1 war, hostilities (whether war be declared or not), invasion, act of foreign enemies, within the Country
- 6.1.2 rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, within the Country
- 6.1.3 riot, commotion or disorder by persons other than the Contractor's personnel and other employees including the personnel and employees of Sub-Contractors, affecting the Site and/or the Works
- 6.1.4 ionizing radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly, except to the extent to which the Contractor/Sub-Contractors may be responsible for the use of any radio-active material.
- 6.1.5 Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds
- 6.1.6 use or occupation by the Employer of any part of the Works, except as may be specified in the Contract
- 6.1.7 design of any part of the Works by the Employer's personnel or by others for whom the Employer is responsible.
- 6.1.8 physical obstructions or physical conditions other than climatic conditions, encountered on the Site during the performance of the Works, which obstructions or conditions for which the Contractor immediately notified the Employer and was accepted by the latter.

7. TIME FOR COMPLETION

7.1 Execution of the Works

The Contractor shall commence the Works on the Commencement Date as decided in the agreement and shall proceed expeditiously and without delay and shall complete the Works within the Time for Completion.

7.2 Schedule for Delivery & Completion

The Contractor shall submit to the Engineer/Employer a programme for the Works in the form stated in the Schedule for Delivery for Goods & Completion.

7.3 Extension of Time

The Contractor shall be entitled to an extension to the Time for Completion if he is or will be delayed by any of the Employer's Risks subject to the Contractor's notification of intention without un-reasonable delay. On receipt of an application from the Contractor, the Engineer/Employer shall consider all supporting details provided by the Contractor and the Employer shall extend the Time for Completion as appropriate.

7.4 Late Completion

If the Contractor fails to complete the Works within the Time for Completion, the Contractor's only liability to the Employer for such failure shall be to pay the amount stated in the Data Sheet for each day for which he fails to complete the Works.

8. TAKING-OVER

8.1 Completion

The Contractor shall notify the Engineer/Employer when he considers that the Works are complete.

8.2 Taking-Over Notice

The Engineer shall, subject to prior approval of Employer, notify the Contractor when he considers that the Contractor has completed the Works stating the date accordingly. Alternatively, the Engineer may notify the Contractor that the Works are not ready for taking over, stating the reasons accordingly.

The Employer shall take over the Works upon the issue of this notice and issue Taking Over Certificate to the Contractor. The Contractor shall promptly complete any outstanding work and, subject to Clause 9, clear the Site.

The contractor may not apply for a Taking Over Certificate earlier than 14 days from the commencement of the agreement.

9. REMEDYING DEFECTS

9.1 Remedying Defects

The Employer may at any time prior to the expiry of the period stated in the Data Sheet, notify the Contractor of any defects. The Contractor shall remedy at no cost to the Employer any defects due to the Contractor's design, Materials, Plant or workmanship not in accordance with the Contract.

The cost of remedying defects attributable to any other cause shall be valued as a Variation. Failure to remedy any such defects or complete outstanding work within a reasonable time shall entitle the Employer to carry out all necessary works at the Contractor's cost.

9.2 Uncovering and Testing

The Engineer/Employer may give instruction as to the uncovering and/or testing of any work. Unless as a result of an uncovering and/or testing it is established that the Contractor's design, Materials, Plant or workmanship are not in accordance with the Contract, the Contractor shall be paid for such uncovering and/or testing as a Variation.

10. VARIATIONS AND CLAIMS

10.1 Right to Vary

The Employer may instruct Variations.

10.2 Valuation of Variations

Variations shall be valued as follows:

- 10.2.1 at a lump sum price agreed between the Parties, or
- 10.2.2 where appropriate, at rates in the Contract, or
- 10.2.3 in the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation, or failing which
- 10.2.4 at appropriate new rates, as may be agreed or which the Engineer/Employer considers appropriate.

10.3 Early Warning

The Contractor shall notify the Engineer/Employer in writing as soon as he is aware of any circumstance which may delay or disrupt the Works, or which may give rise to a claim for additional payment.

To the extent that the Contractor's failure to notify results to the Engineer/Employer being unable to keep all relevant records or not taking steps to minimize any delay, disruption, or Cost, or the value of any Variation, the Contractor's entitlement to extension to the Time for Completion or additional payment shall be reduced/rejected.

10.4 Valuation of Claims

If the Contractor incurs Cost as a result of any of the Employer's Risks, the Contractor shall be entitled to the amount of such Cost. If as a result of any Employer's Risk, it is necessary to change the Works, this shall be dealt with as a Variation subject to Contractor's notification for intention of claim to the Engineer/Employer within 14 days of the occurrence of cause.

10.5 Variation and Claim Procedure

The Contractor shall submit to the Engineer/Employer an itemized make-up of the value of variations and claims within 14 days of the instruction or of the event giving rise to the claim. The Engineer/Employer shall check and if possible agree to the value. In the absence of agreement, the Employer shall determine the value.

11. CONTRACT PRICE AND PAYMENT

11.1 Terms of Payments

Payment of the Contract Price shall be made as per provisions in the Data Sheet. The Works shall be valued as provided for in the Data Sheet.

11.2 Final Payment

Within 28 days from Taking Over of the site by the Employer after completion of works, the Contractor shall submit a final account to the Engineer to verify and the Engineer shall verify the same within seven (7) days and the Employer together with any documentation reasonably required to enable the Employer to ascertain the final contract value.

11.2.1 Within 56 days from the time of Taking Over, the Employer shall pay to the Contractor any amount due. If the Employer disagrees with any part of the Contractor's final account, he shall specify his reasons for disagreement when making payment.

11.2 Currency

Payment shall be in the currency stated in the Data Sheet.

12. DEFAULT

12.1 Default by Contractor

If the Contractor abandons the Works, refuses or fails to comply with a valid instruction of the Engineer/Employer or fails to proceed expeditiously and without delay, or is, despite a written complaint, in breach of the Contract, the Employer may give notice referring to this Sub-Clause and stating the default.

If the Contractor has not taken all practicable steps to remedy the default within 14 days after receipt of the Employer's notice, the Employer may by a second notice given within a further 14 days, terminate the Contract. The Contractor shall then demobilize from the Site leaving behind any Contractor's Equipment which the Employer instructs in the second notice is to be used for the completion of the Works.

12.2 Default by Employer

If the Employer fails to pay in accordance with the Contract, or is, despite a written complaint, in breach of the Contract, the Contractor may give notice referring to this Sub-Clause and stating the default. If the default is not remedied within 14 days after the Employer's receipt of this notice, the Contractor may suspend the execution of all or parts of the Works.

If the default is not remedied within 28 days after the Employer's receipt of the Contractor's notice, the Contractor may by a second notice given within a further 21 days, terminate the Contract. The Contractor shall then demobilize from the Site.

12.3 Insolvency

If a Party is declared insolvent under any applicable law, the other Party may by notice terminate the Contract immediately. The Contractor shall then demobilize from the Site leaving behind, in the case of the Contractor's insolvency, any Contractor's Equipment which the Employer instructs in the notice is to be used for the completion of the Works.

12.4 Payment upon Termination

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following:

- 13.4.1 any sums to which the Contractor is entitled under Sub-Clause 10.4.
- 13.4.2 any sums to which the Employer is entitled.
- 13.4.3 any penalty fees payable due to late completion of project not subject to any other provisions and exemptions provided within the contract.
- 13.4.4 if the Employer has terminated under Sub-Clause 12.1 or 12.3, the Employer shall be entitled to a sum equivalent to 20% of the value of parts of the Works not executed at the date of the termination.

- 13.4.5 if the Contractor has terminated under Sub-Clause 12.2 or
- 13.4.6 Contractor shall be entitled to the cost of his demobilization together with a sum equivalent to 10% of the value of parts of the Works not executed at the date of termination.

The net balance due shall be paid or repaid within 28 days of the notice of termination.

13. RISK AND RESPONSIBILITY

13.1 Contractor's Care of the Works

The Contractor shall take full responsibility for the care of the Works from the Commencement Date until the date of the Employer's notice under Sub-Clause 8.2. Responsibility shall then pass to the Employer. If any loss or damage happens to the Works during the above period, the Contractor shall rectify such loss or damage so that the Works conform with the Contract.

Unless the loss or damage happens as a result of any of the Employer's Risks, the Contractor shall indemnify the Employer, or his agents against all claims loss, damage and expense arising out of the Works.

13.2 Force Majeure

If Force Majeure occurs, the Contractor shall notify the Engineer/Employer immediately. If necessary, the Contractor may suspend the execution of the Works and, to the extent agreed with the Employer demobilize the Contractor's Equipment.

If the event continues for a period of 84 days, either Party may then give notice of termination which shall take effect 28 days after the giving of the notice.

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following:

- 13.2.1 any sums to which the Contractor is entitled under Sub-Clause 10.4
- 13.2.2 the cost of his demobilization,
- 13.2.3 less any sums to which the Employer is entitled.

The net balance due shall be paid or repaid within 28 Days of the notice of termination.

14. INSURANCE

14.1 Arrangements

The Contractor may, prior to commencing the Works, effect insurances of the types, in the amounts and naming as insured the persons stipulated in the Data Sheet except for certain items in the Employer's Risks as notified by the latter upon request. The policies shall be issued by insurers and in terms approved by the Employer. The Contractor shall

provide the Engineer/Employer with evidence that any required policy is in force and that the premiums have been paid.

14.2 Default

If the Contractor fails to effect or keep in force any of the insurances referred to in the previous Sub-Clause, or fails to provide satisfactory evidence, policies or receipts, the Employer may, without prejudice to any other right or remedy, effect insurance for the cover relevant to such as a default and pay the premiums due and recover the same plus a sum in percentage from any other amounts due to the Contractor.

15. RESOLUTION OF DISPUTES

15.1 Engineer's Decision

If a dispute of any kind whatsoever arises between the Employer and the Contractor in connection with the Works, the matter in dispute shall, in the first place, be referred in writing to the Engineer, with a copy to the other party. Such reference shall state that it is made pursuant to this Clause. No later than the twenty-eight (21) days after the day on which he received such reference, the Engineer shall give notice of his decision to the Employer and the Contractor.

Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the Work with all due diligence, and the Contractor and the Employer shall give effect forthwith to every such decision of the Engineer unless and until the same shall be revised, as hereinafter provided in an arbitral award.

15.2 Notice of Dissatisfaction

If a Party is dissatisfied with the decision of the Engineer or if no decision is given within the time set out in Sub-Clause 15.1 here above, the Party may give notice of dissatisfaction referring to this Sub-Clause within 14 days of receipt of the decision or the expiry of the time for the decision. If no notice of dissatisfaction is given within the specified time, the decision shall be final and binding on the Parties. If notice of dissatisfaction is given within the specified time, the decision shall be binding on the Parties who shall give effect to it without delay unless and until the decision of the Engineer is revised by an arbitrator.

15.3 Arbitration

A dispute which has been the subject of a notice of dissatisfaction shall be finally settled as per provisions of Arbitration Act 1940 (Act No. X of 1940) and Rules made thereunder and any statutory modifications thereto. Any hearing shall be held at the place specified in the Data Sheet and in the language referred to in Sub-Clause 1.5.

V. SPECIAL CONDITIONS OF CONTRACT

1. Engineer testing of the goods is required prior to the delivery of material at site.
2. The contractor shall agree with the Engineer the time and place for the testing of any material as provided within contract.
3. If as a result of the inspection, examination or testing, the delivered goods do NOT fulfil the agreed requirements of the Employer, the Engineer may reject the products and upon failure to meet the Employer's requirements as per the Tender Documents, the contract may be terminated.
4. The cable provided shall be as per the Specifications mentioned within the Bid Documents.
5. The works completed shall be as per the Specifications within Bid Documents as well as the Schedule of Goods Delivery and Works Completion.
6. An amount of PKR 3000 shall be payable by the contractor for the daily allowance of testing engineer.
7. Specifications/drawings shall be provided before start of works.

VI. EVALUATION CRITERIA

The bidders will be selected that shall offer the lowest evaluated bid through open bidding. The lowest evaluated bid shall be approved provided it meets all eligibility criteria, is not invalidated as per any disqualification clauses mentioned within the Instruction to Bidders and is considered substantially responsive.

Any bidders that fail to meet the eligibility criteria and submit completed documents shall be rejected.

VII. FORM OF BID

Date / /

**To: Senior Manager Electrical,
Board of Management Sundar Industrial Estate**

Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract and other sections within the aforementioned document for the supply, laying and testing of low tension cables from Rescue Building, Sundar Industrial Estate to Gate #2, Sundar Industrial, we (the undersigned), offer to supply the material and complete the works *with* remedy for any defects therein in conformity with the General and Special Conditions of Contract, Specifications and other details for the sum of Rs. _____ or such other sum as may be ascertained in accordance with the said conditions. We agree that the Board of Management Sundar Industrial Estate reserves the right to reject one or all bids on the basis of powers bestowed upon procuring agencies within the PPRA Rules 2014.

We also understand that the selection of the bidder shall be as per the evaluation criteria clearly mentioned within these bidding documents, the purpose of which is to maximize the value for money for the Employer.

M/S

**VIII. FORM OF BID SECURITY
(BANK GUARANTEE)**

Guarantee No. _____

Executed on _____

Name of Guarantor (Bank) with address: _____

Name of Principal (Tenderer) with address _____

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

Tender Reference No. _____ Date of Tender _____

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying Tender numbered dated as above for

_____ (Particulars of Tender) to the said Employer

and

WHEREAS, the Employer has required as a condition for considering said Tender that the Principal furnish a Tender Security in the above said sum to the Employer, conditioned as under:

1. that the Tender Security shall remain valid for a period of 28 days beyond the period of validity of the tender;
2. that in the event of;
 - (a) the Principal withdraws his Tender during the period of validity of Tenderer
 - (b) failure of the successful tenderer to

- i. furnish the required Performance Security.
- ii. sign the proposed Contract Agreement.

then the entire sum be paid immediately to the said Employer for delayed completion and not as penalty for the successful tenderer's failure to perform.

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

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

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

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

Guarantor (Bank) _____

Witness 1

1. Signature
2. Name
3. Title

Witness 2

1. Signature
2. Name
3. Title

IX. FORM OF PERFORMANCE GUARANTEE

(On Non Judicial Stamp Paper of the Government of Pakistan of appropriate value)

To: Senior Manager Electrical
Board of Management
Sundar Industrial Estate

Gate #2 Sundar Industrial Estate
Sundar-Raiwind Road, Lahore, Pakistan

Guarantee No. _____

Date of Issue _____

Date of Expiry _____

Amount Secured _____

WHEREAS _____

(hereinafter called "the Contractor") has undertaken in pursuance of Contract to execute

(hereinafter called "the Contract").

AND WHEREAS it has been stipulated in the said Contract that the Contractor shall furnish a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract.

NOW THEREFORE, we (the bank)

_____ hereby affirm that we are the
Guarantor and responsible, on behalf of the Contractor, up to a total of Rs.

_____ (Rupees _____ only)

such sum being payable in the types and proportions of such currencies in which the Contract Price is payable, and we undertake to pay, upon first written demand and without cavil or argument, any sum or sums within the limits of Rs _____ (Rupees

_____ only) as aforesaid without needing to prove or to show grounds or reasons for demand of the sum specified therein.

We hereby waive the necessity of demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of items of the Contract or of the work to be performed thereunder or any of the Contract Documents which may be made between Board of Management Sundar Industrial Estate and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall remain valid and in full effect up to the date of issuance of Taking Over Certificate or Works i. e. up to _____.

We further agree to replace this guarantee with a fresh guarantee 60 days prior to the date of expiry of the guarantee being replaced, for an amount equivalent to 50% of the amount of Performance Security valid from the date of issuance of Taking Over Certificate up to eight four (84) calendar days after issuance of a Defects Liability Certificate, if so required by BOMSIE within the contract agreement. If the guarantee is not replaced 30 days prior to the expiry of this guarantee, BOMSIE shall have the right to call for encashment without any rhyme or reason.

(Guarantor) Bank

Date _____

X. FORM OF CONTRACT AGREEMENT

[The successful Bidder shall fill in this form in accordance with the instructions indicated]

THIS CONTRACT AGREEMENT is made on the *[insert: number]* day of *[insert: month]*, *[insert: year]*.

BETWEEN

(1) *Board of Management Sundar Industrial Estate, a semi-government organization under the laws of Pakistan* and having its principal place of business at Gate #2, Sundar Industrial Estate, Sundar-Raiwind Road, Lahore.] (hereinafter called “the Employer”), and

(2) *[insert name of Contractor]*, a corporation incorporated under the laws of *Pakistan* and having its principal place of business at *[insert: address of Contractor]* (hereinafter called “the Contractor”).

WHEREAS the Purchaser invited bids for *the supply, laying and testing of LT cables* and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of *[insert Contract Price in words and figures, expressed in the Contract currency(ies)]* (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Employer and the Contractor, and each shall be read and construed as an integral part of the Contract:

- (a) This Contract Agreement
- (b) Special Conditions of Contract
- (c) General Conditions of Contract
- (d) Schedule of Goods Delivery & Works Completion
- (e) The Supplier's Bid and original Price Schedules
- (f) The Purchaser's Notification of Award

3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

4. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

5. The Purchaser hereby covenants to pay the Employer in consideration of the provision of the Goods and works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[insert the name of the Contract governing law country]* on the day, month and year indicated above.

(Employer)

(Contractor)

Witness 1
11 Signature
4. Name
5. Title

Witness 2
1. Signature
2. Name
3. Title

XI. SCHEDULE OF PRICES

A. PREAMBLE TO SCHEDULE OF PRICES

- i. The Schedule of Prices shall be read in conjunction with the Conditions of Contract and Data Sheet.
- ii. The Contract shall be for the whole of the Works as described in these Tender Documents. Tenders must be for the complete scope of works.

1. Description

The general directions and descriptions of works and materials are not necessarily repeated nor summarized in the Schedule of Prices. References to the relevant sections of the Tender Documents shall be made before entering prices against each item in the Schedule of Prices.

amounts reimbursable, if any to the Contractor under the Contract. Any other fees or payable amounts as per the data sheet shall be adjusted from within the total bid amount as per the bid form and price schedule.

2. Units & Abbreviations

Units of measurement, symbols and abbreviations expressed in the Tender Documents shall comply with the Systeme Internationale d'Unites (SI Units).

(Note: The abbreviations to be used in the Schedule of Prices to be defined by the Employer).

3.1 Unless otherwise stipulated in the Data Sheet, the rates and prices entered by the tenderer shall not be subject to adjustment during the performance of the Contract. All duties, taxes and other levies payable by the Contractor shall be included in the rates and prices.

3.2 The whole cost of complying with the provisions of the Contract shall be included in the items provided in the Schedule of Prices, and where no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the Works and no separate payment will be made for those items.

3. Rates and Prices

Except as otherwise expressly provided under the Conditions of Contract, the rates and amounts entered in the Schedule of Prices shall be the rates at which the Contractor shall be paid and shall be the full inclusive value of the works set forth or implied in the Contract; except for the

3.3 The rates, prices and amounts shall be entered against each item in

the Schedule of Prices. Any item against which no rate or price is entered by the tenderer will not be paid for by the Employer when executed and shall be deemed covered by the rates and prices for other items in the Schedule of Prices.

3.4 The tenderer shall be deemed to have obtained all information as to and all requirements related thereto which may affect the tender price.

3.5 The Contractor shall be responsible to make complete arrangements for the transportation of the all materials and plants to the site.*

*Employer may modify at it's discretion as appropriate.

3.6 The Contractor shall provide for all parts of the Works to be completed in every respect. Notwithstanding that any details, accessories, etc. required for the complete installation and satisfactory operation of the Works, are not specifically mentioned in the

Specifications, such details shall be considered as included in the Contract Price.

4. **Tender Prices Break-up** of Tender Prices shall be as follows:

4.1 The various elements of Tender Prices shall be quoted as detailed by the Employer in the format of Schedule of Prices.

4.2 The tenderer shall recognize such elements of the costs which he expects to incur the performance of the Works and shall include all such costs in the rates and amounts entered in the Schedule of Prices.

4.3 The total of tender prices in the Schedule of Prices shall be entered in the Summary of Tender Prices.

5. **Provisional Sums** Provisional Sums included and so designated in the Schedule of Prices if any, shall be expended in whole or in part at the direction and discretion of the Employer. The Contractor will only receive payment in respect of Provisional Sums if he has been instructed by the Engineer/Employer to utilize such sums.

B. PRICE SCHEDULE

<u>Sr. No.</u>	<u>Works Descriptions</u>	<u>Unit rate</u>	<u>Total</u>
1.	Supply of LT cable 750 meter /XLPE/AL/Ar/PVC 4 core, 95 sq.		
2.	Civil works, Excavation and back filling 2ftD x 1ftW w/ sand layer 3 inch		

PKR

XII. SCHEDULE OF GOODS DELIVERY & WORKS COMPLETION

Item	Description of Goods & Works	Quantity	Physical unit	Final Project Site		Bidder's offered Delivery date/Completion Date <i>(state the number of days from signing of Agreement)</i>
				DDP at site (Unit PKR)	Erection works (unit PKR)	
1.	Supply of LT cable 750 meter 4 core, 95 sq. mm/XLP/AL/Ar/PVC	750	meters			
2.	Civil works, Excavation and Back Filling	750 meters (2ftD x1ftW with sand layer 3 inches)excavation and back filling	meters			

XI. SPECIFICATIONS

1. DELIVERY OF GOODS

<u>Particular</u>	<u>Length</u>	<u>Further Specifications</u>
LT cable	750 meters	4 core, 95 sq. mm/XLP/AL/Ar/PVC

2. WORKS

<u>Particular</u>	<u>Length</u>	<u>Dimensions</u>
Civil Work	750-meter trench	(2ftD x 1ftW w/sand-layer of 3-in.) Directly buried.

3. DURATION OF PROJECT

Contractor shall apply for Taking Over eight weeks (56 days) from the signing of agreement.