### **INVITATION OF BIDS**

### "MAINTENANCE OF EQUIPMENTS OF OLD & NEW BUILDINGS OF PROVINCIAL ASSEMBLY OF SINDH, KARACHI"

Sealed Bids are invited from experienced and well reputed contractors/ firms, registered with Pakistan Engineering Council (PEC) in Category C-4 & above, with field of Specializations Codes: CE-09, CE-10 & EE-01, EE-02, EE-03, EE-04, EE-05, EE-06, EE-07, EE-09 & ME-01, ME-02, ME-03, & ME-06 and holding Electrical Contractors License (issued by Electrical Inspector Karachi Region).

Bidding documents, containing detailed terms and conditions, method of procurement (Single Stage – Two Envelope Procedure) for submission of bids, bid security, bid validity, opening of bid, evaluation criteria, clarification, rejection of bids, performance guarantee etc. are available for the interested bidders at address mentioned below, before or on 8<sup>th</sup> February-2016. Price of bidding documents is Rs. 5,000/ in the form of Demand Draft/Pay Order in favor of Secretary Provincial Assembly of Sindh, Karachi.

With the application for issuance of Bidding Documents, copy of PEC License (with all above mentioned codes), Electrical Contractors License, NTN and Registration Certificate of SRB must be attached

The Bids prepared in accordance with the instructions in the bidding documents must reach at the address mentioned below on or before 25<sup>th</sup> February-2016 until 14.00 hours. Envelope marked "Technical Bid" will be opened on the same day at 14.30 hours as specified in the Bidding Documents.

The Secretary
Provincial Assembly of Sindh
Court Road, Karachi



### No.PAS/ /2016 /3158-A

### SECRETARIAT OF THE PROVINCIAL ASSEMBLY OF SINDH

Karachi, the

2016

### **ORDER**

With the Approval of Competent Authority, following Procurement Committee is hereby constituted under Rules 7&8 of SPPRA 2010 (Amended 2013) to oversee all the matters regarding procurement process for janitorial services and maintenance of all equipments of Provincial Assembly of Sindh, Karachi.

1. The Special Secretary (BPS-20) Provincial Assembly of Sindh Karachi.

Chairman

 Director Finance, Provincial Assembly of Sindh Karachi. Member

3 Executive Engineer, Provincial Building Division-III Karachi. Member

G.M. UMAR FAROOQ

SECRETARY
PROVINCIAL ASSEMBLY OF SINDH

No.PAS/

/2016/

Karachi, the

2016

A Copy is forwarded for information and necessary action to:

- 1. The Chairman and Member of the Procurement Committee.
- 2. The Staff Officer to Honourable Speaker, Provincial Assembly of Sindh, Karachi.
- 3. The P.S to Secretary, Provincial Assembly of Sindh.
- 4. Office order File



### No.PAS/ /2016 3155-A

### SECRETARIAT OF THE PROVINCIAL ASSEMBLY OF SINDH

Karachi, the

2016

### **ORDER**

With the Approval of Competent Authority, following Complaint Redressal Committee is hereby constituted under Rule 31 of SPPRA 2010 (amended 2013) to oversee all the matters / resolving complaints during the Bidding /Tendering Process for janitorial services and maintenance of all equipment of Provincial Assembly of Sindh, Karachi.

1. Secretary,

Chairman

Provincial Assembly of Sindh

Karachi.

2. Divisional Account Officer

Provincial Building Division-III,

Karachi

Member

3. Executive Engineer Building Division No. II

Karachi.

Member

G.M. UMAR FAROOQ

SECRETARY

PROVINCIAL ASSEMBLY OF SINDH

2016

No.PAS/ /2016/ Karachi, the

A Copy is forwarded for information and necessary action to:

- 1. The Chairman and Member of the Procurement Committee.
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- 3. The P.S to Secretary, Provincial Assembly of Sindh.
- 4. Office order File



## SECRETARIAT OF THE PROVINCIAL ASSEMBLY OF SINDH, KARACHI.

## ANNUAL PROCUREMENT PLAN FOR THE YEAR 2015-16

|                        |                                   |                |               | _        | _        |             |             |                     |     |
|------------------------|-----------------------------------|----------------|---------------|----------|----------|-------------|-------------|---------------------|-----|
| _                      |                                   |                |               | +        |          |             | -           | Karachi             |     |
|                        |                                   |                | _             |          |          |             |             |                     | _   |
|                        |                                   |                |               |          |          |             |             | Assembly of Sindh,  |     |
|                        |                                   |                |               |          |          |             |             | Provincial          |     |
|                        |                                   |                |               |          |          |             |             | ,                   | _   |
|                        |                                   |                |               |          |          |             |             | of all equipment of |     |
|                        |                                   |                |               | _        |          |             |             |                     |     |
|                        |                                   |                | method        |          | rates)   |             |             | and maintenance     |     |
|                        |                                   |                |               | 7        | (duoted  | _           |             |                     |     |
|                        |                                   |                | -Two envelope | ADP      | (alloted |             | -           | Janitorial services | 1   |
|                        | 0T-04-F0T0                        | 07-07-Z0TP     | Single Stage  | Non-     | Bid cost | •           |             |                     |     |
| 12 <sup>th</sup> Month | 01_0/_2016 12 <sup>th</sup> Month | 2000           |               | 207      |          |             |             |                     |     |
|                        |                                   |                |               | ב<br>ס   |          | applicable  |             |                     |     |
|                        |                                   |                | _             | Non      |          | (aldenling) |             |                     |     |
| Completion             | Start                             |                |               |          | וסומו    | Where       | applicable) |                     |     |
| . !                    | _                                 | Advertisement  | Method        | ADP /    | <u>+</u> |             | : .         | רו סכמו כוויכוי     | NO. |
| Date                   | Date of                           |                |               | 9        | COST     | Unit (Cost  | (Where      | Drocurement         | :   |
| / Actua:               | / Actual                          | Actual Date of | Procurement   | 25 5 5 5 | -        | :           | ( unit )    | Description of      | Ņ   |
| / Actual               | / Actival                         |                | rioposca      | Sources  | Estimate | Estimate    | Ouantity    | The state of        |     |
| Anticipated            | Anticipated                       | Anticipated /  | Droposed      | 2        | - 1      |             |             |                     |     |
| A : i i i i i i i i    |                                   |                |               |          |          |             |             |                     |     |

SECRETARY

PROVINCIAL ASSEMBLY OF SINDH

KARACHI

### BIDDING DOCUMENT (VOLUME-II)

### **BILL OF QUANTITIES**

### MAINTENANCE OF EQUIPMENT OF OLD AND NEW BUILDINGS OF PROVINCIAL ASSEMBLY OF SINDH, KARACHI

(SINGLE STAGE TWO ENVELOPE BIDDING PROCEDURE)

### SECRETARY PROVINCIAL ASSEMBLY OF SINDH COURT ROAD KARACHI

### MAINTENANCE OF EQUIPMENTS OF OLD & NEW BUILDINGS OF PROVINCIAL ASSEMBLY OF SINDH, KARACHI

### Scope of Work:

To provide Technical Staff & qualified Engineers, expert in their field of work, for complete Repair & Service to operate all equipments installed in Sindh Assembly Building. Karachi.

For all minor type repair with parts will be responsibility of the contractor to get it done under the qualified engineers.

In case of any **un-repairable** big fault occurred in any machinery, Sindh Assembly will either provide/supply required spare parts/ Machinery/ Equipment or reimburse/ pay the contractor separately for the cost of that particular parts/ machinery procured by the Contractor, installation & maintenance will be the responsibility of the contractor..

Therefore, it will be the responsibility of the contractor to provide qualified Engineers, Technicians & Operators for complete repair, operation of items mentioned in BOQ. The contractor will submit the Total quotation (Per month x 12 months).

SECRETARY Sindh

### Letter of Price Bid

(to be submitted on the letterhead of the bidder separately with financial)

| Date:                                   |  |
|---|--|
| To                                      |  |
| •••••                                   |  |
|   |  |
| •••••                                   |  |
| SUB:                                    |  |
| We, the                                 | undersigned, declare that:   |
| (a)                                     | We have examined and have no reservation to the Bidding Documents, including Addenda issued in accordance with Instruction to Bidders (IB) 9;  |
| (b)                                     | The total price of our Bid, excluding any discount offered in item (c) below is:   |
| (c)                                     | The discount offered and the methodology for their application are:  |
| (d)                                     | Our Bid shall be valid for a period of 148 days from the fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.   |
| (e)                                     | If our Bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;   |
| (f)                                     | We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed and we do hereby declare that the bid is made without any collusion, comparison of figures or arrangement with any other bidder for the works.                   |
| (g)                                     | We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.   |
| (h)                                     | We agree to permit Employer or its representative to inspect our accounts and records and other documents relating to the bid submission o and to have them audited by auditors. This permission is extended for verification of any information provided in our Technical Bid which comprises all documents enclosed herewith in accordance with IB.11.1 of the Bidding Data Sheet. |
| (i)                                     | If awarded the contract, the person named below shall act as Contractor's Representative.  |
| In the C<br>Signed .<br>Duly au<br>Date | apacity of  thorized to sign the Bid for and on behalf of  |

SECRETARY SINGS

### BILL OF QUANTITY

# MAINTENANCE OF EQUIPMENT OF OLD AND NEW BUILDINGS OF PROVINCIAL ASSEMBLY OF SINDH, KARACHI

| Amount (Rs.)    |   |   |  |
|-----------------|---|---|--|
| Job             | _   | _   | _  |
| Staff<br>(Nos.) | 7 7 7 7 7   | - 6 6   | 5 3 -  |
| Technical Staff | B.E Engineer<br>Associate Engineer (D.A.E)<br>Technician<br>Helper<br>Watchmen  | B.E Engineer Associate Engineer (D.A.E) Technician Pump Fitter Electrician Helper   | B.E Engineer Associate Engineer (D.A.E) Technician Helper Peon   |
| Name of Work    | Sub-Station: Gensets 3 Nos. 1250kva, 800kva & 200kva Gensets Distribution Panel 475kvr Power Factor Plant Transformer 1650kva 1 No. HT Panels 3 Nos., LT Panel 1 No. & ATS Panel No. 400A TP MCCB Panel for Fire Fighting Pump Room | HVAC covered area 750000 Sft: Chiller 3 Nos. Cooling Tower 2 Nos. Pump 12 Nos. AHU 29 Nos. Exhaust Fans 29 Nos. Fan Coil 109 Nos. Floor Standing AC Units 2 Ton 7 Nos. Split AC Units 1.5 & 2 Ton 55 Nos. | BOSCH DCN System at main assembly hall Public Address System complete building Conference System at Auditorium 1 No. Conference System at Committee Rooms 4 Nos. |
| Sr.             | 01  | 02  | 03   |

Frouncies Acceptance

| Sr. | Name of Work   | Technical Staff  | Staff<br>(Nos.) | Job | Amount (Rs.) |
|-----|--|--|-----------------|-----|--------------|
| 04  | I.T Networking<br>I.T Rooms 10 Nos.<br>Data Centre 1 No.                                       | B.E Engineer<br>Associate Engineer (D.A.E)<br>Technician<br>Helper<br>Peon | - 4 4 K -       | -   |              |
| 05  | Bus Riser 1500A 4-Pole (70°ft height) 1 No.<br>Distribution Boards 73 Nos.                     | B.E Engineer<br>Associate Engineer (D.A.E)<br>Technician<br>Helper         | 3 3 3 2         |     |              |
| 90  | UPS 30kva. 20kva & 10kva 19 Nos.   | Technician<br>Helper   | ,               | _   |              |
| 07  | Internal LED Lights 7273 Nos.<br>External LED Lights 1214 Nos.                                 | Electrician/ Technician<br>Helper  | - 7             | -   |              |
| 80  | LED Video Wall Screens 2 Nos. this item LED Smart TVs 75" - 60" - 55" & 40" 55 Nos. Rs. 40.0 M | As per Annual Agreement<br>Helper  |                 | -   |              |



|    | Name of Work  | Technical Staff  | Staff<br>(Nos.) | Job | Amount (Rs.) |
|----|---|--|-----------------|-----|--------------|
|    | Elevators/Lifts 7 Nos.<br>Escalator 1 No.<br>Walkthrough Gates 4 Nos.     | Technician<br>Helper   | 2               | _   |              |
| 01 | Boom Lift for Internal (Hall) and External Glass cleaning                 | Technician<br>Operator<br>Helper   |                 | -   |              |
|    | Building Management System (BMS)<br>Connecting all equipments of Building | B.E Engineer<br>Associate Engineer (D.A.E)<br>Technician<br>Helper         | 2 -             | _   |              |
| 12 | BOSCH CCTV Cameras 121 Nos.<br>Control Room 1 No.                         | B.E Engineer<br>Associate Engineer (D.A.E)<br>Technician<br>Helper<br>Peon | 7 5 7 7 7 7     | _   |              |
| 13 | Fire Fighting System covered area 750000 Sft                              | Associate Engineer (D.A.E)<br>Technician<br>Helper<br>Peon                 | 7777            | -   |              |

SECRETARY OF SINGH

| Sr.<br>No. | Name of Work  | Technical Staff  | Staff<br>(Nos.)             | Job       | Amount (Rs.) |
|------------|---|--|-----------------------------|-----------|--------------|
| 41         | Fire Suppression System at Data Centre                    | Associate Engineer (D.A.E)<br>Technician<br>Helper             |                             |           |              |
| 1.5        | Fire Alarm System covered area 750000 Sft                 | Associate Engineer (D.A.E) Technician Helper Watchmen          | 2 1 1                       | _         |              |
| 91         | Lightening Arrester System                                | Technician<br>Helper   |                             |           |              |
| 17         | Water Supply (Plumbing) All pumping system at Sub-Station | Associate Engineer (D.A.E) Technician Helper Watchmen          | 2 2 2 -                     |           |              |
| <u>8</u>   | Wooden & Floor Polish with Material                       | Associate Engineer (D.A.E) Supervisor Carpenter Helper Painter | 7 7 7 7 7 7                 |           |              |
| 19         | Labour for General Cleaning                               | Supervisor<br>Labour   | 5<br>20                     | _         |              |
|            |   | Total e  | Total of One (01) Month Rs. | Ionth Rs. |              |
|            | To  | Total of Twelve (12) Months (Total of 1 month x 12) Rs.        | al of 1 month               | x 12) Rs. |              |



### Appendix-A

### SPECIAL STIPULATIONS

| 1.  | Engineer's Authority to issue Variation in   | 2% of the Contract Price stated in the Letter of |
|-----|--|--|
| 1.  | Emergency                                    | Acceptance                                       |
| 2.  | Amount of Performance Security               | 10% of Contract Price stated in the Letter of    |
| ۷.  | Amount of Ferformance Security               | Acceptance                                       |
| 3.  | Time for Eumishing Programme                 | Within 42 days from the date of receipt of       |
| 3.  | Time for Furnishing Programme                | Letter of Acceptance.                            |
|     |  | Within 14 days from the date of receipt of       |
| 1   | Time for Commencement                        | Engineer's Notice to Commence which shall        |
| 4.  | Time for Commencement                        | be issued within fourteen (14) days after        |
| }   |  | signing of Contract Agreement.                   |
|     | Time for Completion                          | 12 Months  |
| 5.  | Time for Completion                          | (1 Year as per Contract Agreement)               |
|     | a) Amount of Liquidated Damages              | 0.1 percent of Contract Price for each day of    |
|     |  | delay in completion of the Works subject to a    |
| 6.  |  | maximum of 10% of Contract Price stated in       |
| 0.  |  | the Letter of Acceptance.                        |
|     |  | Not Applicable. No bonus for early               |
|     | b) Amount of Bonus                           | completion is payable.                           |
| 7   | D  | N. A. A. Carlet                                  |
| 7.  | Percentage of Retention Money                | Not Applicable                                   |
| -   | Minimum amount of Interim Payment            |  |
| 8.  | Certificates (Running Bills)                 | As per Every Month                               |
|     |  | 07 days after such Interim Payment Certificate   |
| 9.  | Time of Payment from delivery of Engineer's  | has been jointly verified by Employer and        |
| 1   | Interim Payment Certificate to the Employer. | Contractor.                                      |
| 10. | Income Tax                                   | As per rule                                      |
|     | INCOMO 1 4/3                                 | 1 x b por ruio                                   |

SECRETARY SECRETARY Provincial Assembly of Sindh

CA-I

### FORM OF CONTRACT AGREEMENT

|         |   |   |  |                    | ient") made on the                                |
|---------|---|---|--|--------------------|---|
| day of  |   | (month) 20  | between _  |                    |   |
|         |   |   | <del></del>                                      |                    | the "Employer") of the                            |
| one pa  | rt and $\_$                                 |   |  | (hereafter ca      | alled the "Contractor") of                        |
| the oth | er part.                                    |   |  |                    |   |
| execut  | ed by tl                                    | ne Employer is desing the Contractor and has such Works and the   | as accepted a                                    | Bid by the Contrac | tor for the execution and                         |
| NOW     | this Ag                                     | eement witnesseth a   | s follows:                                       |                    | •   |
| 1.      |   | <del></del>   | -  |                    | e same meanings as are sereinafter referred to.   |
| 2.      | relatin                                     | •   | Bidders shall                                    | ·                  | any, except those parts and be read and construed |
|         | (i)<br>(ii)<br>(iii)<br>(iv)<br>(v)<br>(vi) | The Contract Agree The Letter of According The completed For Addendum / Corrispecial Stipulation The priced Bill of | eptance;<br>rm of Bid (le<br>gendum, if an<br>ns |                    | and Letter of Price Bid);                         |

- 3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy defects therein in conformity and in all respects with the provisions of the Contract.
- 4. The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Michigan Company of Strong Security of Secu

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

| Signature of the Contactor                       | Signature of Employer     |
|--|---------------------------|
| (Seal)   | (Seal)                    |
| Signed, Sealed and Delivered in the presence of: |                           |
| Witness:   | Witness:                  |
| (Name, Title and Address)                        | (Name, Title and Address) |

SECRETARY Sindh



### BIDDING DOCUMENT (VOLUME-I)

### **BIDDING DOCUMENTS**

**FOR** 

MAINTENANCE OF EQUIPMENT OF OLD AND NEW BUILDINGS OF PROVINCIAL ASSEMBLY OF SINDH, KARACHI

(SINGLE STAGE TWO ENVELOPE BIDDING PROCEDURE)

SECRETARY
PROVINCIAL ASSEMBLY OF SINDH
COURT ROAD KARACHI



### **GOVERNMENT OF SINDH**

### BIDDING DOCUMENT (VOLUME – I)

### **BIDDING DOCUMENTS**

### **FOR**

MAINTENANCE OF EQUIPMENT OF OLD AND NEW BUILDINGS OF PROVINCIAL ASSEMBLY OF SINDH, KARACHI

(SINGLE STAGE TWO ENVELOPE BIDDING PROCEDURE)



THE SECRETARY
PROVINCIAL ASSEMBLY OF SINDH
COURT ROAD KARACHI

### INVITATION FOR BIDS

N SECRETARY SHE

### INVITATION OF BIDS

### "MAINTENANCE OF EQUIPMENTS OF OLD & NEW BUILDINGS OF PROVINCIAL ASSEMBLY OF SINDH, KARACHI"

Sealed bids are invited from experienced and well reputed contractors / firms registered with Pakistan Engineering Council (PEC) in Category C-4 & above with field of Specializations Codes: CE-09, CE-10 & EE-01, EE-02, EE-03, EE-04, EE-05, EE-06, EE-07, EE-09 & ME-01, ME-02, ME-03, & ME-06 and holding Electrical Contractors License (issued by Electrical Inspector Karachi Region).

The bidding documents, containing detailed terms and conditions, method of procurement (Single-Stage — Two-Envelope Procedure) for submission of bids, bid security, bid validity, opening of bid, evaluation criteria, clarification, rejection of bids, performance guarantee etc. are available for the interested bidders at address mentioned below before or on 8th February 2016. Price of bidding documents is Rs. 5,000/ in form of Demand Draft / Pay Order in favour of Secretary Provincial Assembly of Sindh, Karachi.

With the application for issuance of bidding documents, copy of PEC License (with all above mentioned codes), Electrical Contractors License. NTN and Registration Certificate of SRB must be attached

The bids prepared in accordance with the instructions in the bidding documents must reach the address mentioned below on or before 25th February, 2016 until 1400 hours. Envelope marked 'Technical Bid' will be opened on the same day at 1430 hours as specified in the bidding documents.

The Secretary
Provincial Assembly of Sindh
Court Road, Karachi

的F-KRY No.182/16

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|--------|---|
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N A STANDARD STANDARD

### INSTRUCTIONS TO BIDDERS

NO CRETARY SIGHT

### INSTRUCTIONS TO BIDDERS

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

### A. GENERAL

### IB.1 Scope of Bid

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

### **IB.2** Source of Funds

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

### **IB.3** Eligible Bidders

- 3.1 This Invitation for Bids is open to all bidders meeting the requirements as described in the Bidding Data Sheet:
- a. Duly licensed by the Pakistan Engineering Council (PEC) in the category C-4 & Above with specialized codes of CE-09, CE-10, EE-01, EE-02, EE-03, EE-04, EE-05, EE-06, EE-07, EE-09, ME-01, ME-02, ME-03 & ME-06.

(**NOTE:** Bidders should have all mentioned above specialization codes, otherwise technically will not b qualified)

- b. Valid Electrical Contractor License issued by Electrical Inspector Karachi Region.
- c. Valid Registration Certificate from income tax authority (NTN)SBR/FBR
- d. Joint Ventures (JV) are not applicable

### IB.4 One Bid per Bidder

4.1 Each Bidder shall submit only one bid either by himself. A bidder who participates in more than one bid (other than alternatives pursuant to clause IB.15) will be disqualified.

### S. Cost of Bidding

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

### B. BIDDING DOCUMENTS

### **IB.6** Contents of Bidding Documents

- 6.1 The Bidding Documents, in addition to invitation for bids, are those stated below and should be read in conjunction with any Addenda issued in accordance with Clause IB.8.
  - 1. Instruction to Bidders
  - 2. Bidding Data Sheet
  - 3. Form of Bid & Appendices to Bid
  - 4. Bill of Quantities
  - 5. Form of Bid Security
  - 6. Form of Contract Agreement
  - 7. Forms of Performance Security
- 6.2 The bidders are expected to examine carefully the contents of all the above documents. Failure to comply with the requirements of bid submission will be at the bidder's own risk. Pursuant to Clause IB.25, bids which are not substantially responsive to the requirements of the Bidding Documents will be rejected.

### **IB.7** Clarification of Bidding Documents

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

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

### IB.8 Amendment of Bidding Documents

- 8.1 At any time prior to the deadline for submission of bids, the Employer may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by issuing addendum.
- 8.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to IB. 6.1 hereof and shall be communicated in writing to all purchasers of the Bidding Documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the Employer.
- 8.3 to afford prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may extend the deadline for submission of bids in accordance with Clause 1B.19

### C. Preparation of Bids

### IB.9 Language of Bid

The bid and all correspondence and documents related to the bid exchanged by a bidder and the Employer shall be in the bid language stipulated in the Bidding Data Sheet and Particular Conditions of Contact. Supporting documents and printed literature furnished by the bidders may be in any other language provided the same are accompanied by an accurate translation of the relevant parts in the bid language, in which case, for purposes of evaluation of the bid, the translation in bid language shall present.

### IB.10 Documents Comprising the Bid

- 10.1 The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Bid and the other the Price Bid, containing the documents listed in Bidding Data Sheet under the heading of IB 10.1 A & B respectively. Both envelopes to be enclosed together in an outer single envelope called Bid. Each bidder shall furnish all documents as specified in Bidding Data Sheet 10.1 A & B.
- 10.2 The bidder shall furnish, as part of the Technical Bid, a Technical Proposal as stipulated Bidding Forms, in sufficient detail to demonstrate the adequacy of the Bidders' proposal to meet the work requirements and the completion time referred to in Sub-Clause 1.2 hereof.

### **IB.11** Bid Prices

- Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole of the Works as described in IB.1.1 hereof, based on the unit rates and / or prices submitted by the bidder.
- 11.2 The bidders shall fill in rates and prices for all items of the Works described in the Bill of Quantities Items against which no rate or price is entered by a bidder will not be paid for by the Employer when executed and shall be deemed covered by rates and prices for other items in the Bill of Quantities.
- 11.3 All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 prior to the deadline for submission of bids shall be included in the rates and prices and the total Bid Price submitted by a bidder.

### IB.12 Currencies of Bid and Payment

- 12.1 The unit rates and the prices shall be quoted by the bidder entirely in Pak Rupees. A bidder expecting to incur expenditures in other currencies for inputs to the works supplied from outside the Employer's country (referred to as the "Foreign Currency Requirements") shall indicate the same in Appendix-B to Bid. The proportion of the Bid Price (excluding Provisional Sums) needed by him for the payment of such Foreign Currency Requirements either (i) entirely in the currency of the Bidder's home country or, (ii) at the bidder's option, entirely in Pak rupees provided always that a bidder expecting to incur expenditures in a currency or currencies other than those stated in (i) and (ii) above for a portion of the foreign currency requirements, and wishing to be paid accordingly, shall indicate the respective portions in his bid.
- 12.2 The rates of exchange to be used by the bidder for currency conversion shall be TT & OD Selling Rates published or authorized by the State Bank of Pakistan prevailing on the date of 28 days prior to the deadline for submission of bids. For the purpose of payments, the exchange rates used in bid preparation shall apply for the duration of the Contract.

### IB.13 Bid Validity

- 13.1 Bids shall remain valid for the period stipulated in the Bidding Data Sheet after the Date of Bid Opening specified in Clause IB.22
  - In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request that the bidders extend the period of validity for a specified additional period which shall in no case be more than the original bid validity period. The request and the companies thereto shall be made in writing. A bidder may refuse the request without thereforing in the Charles and the companies of bidder granting to the request without therefore the control of the control

his bid, but will be required to extend the validity of his Bid Security for the period of the extension, and in compliance with Clause IB. 14 in all respects.

### **IB.14** Bid Security

- Each bidder shall furnish, as part of hid bid, a Bid Security in the amount stipulated in the Bidding Data Sheet in Pak Rupees or an equivalent amount in a freely convertible currency.
- 14.2 The Bid Security shall be, at the option of bidder, in the form of Deposit at call or a Bank Guarantee issued by a Scheduled Bank in Pakistan or from a foreign bank duly counter guaranteed by a Schedule Bank in Pakistan in favor of the Employer valid for a period 28 days beyond the Bid Validity date.
- 14.3 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer as non-responsive.
- 14.4 The bid securities of unsuccessful bidder will be returned when the bidder has furnished the required Performance Security and signed the Contract Agreement.
- 14.5 The Bid Security may be forfeited:
  - (a) If the bidder withdraws his bid except as provided in IB. 21.1;
  - (b) If the bidder does not accept the correction of his Bid Price pursuant to IB.26.2 hereof; or
  - (c) In the case of successful bidder, if he fails within the specified time limit to:
    - i. Furnish the required Performance Security;
    - ii. Sign the Contract Agreement

### IB.15 Alternative Proposal by Bidder

15.1 Alternative Proposal(s), if any, of the lowest evaluated responsive bidder only may be considered by the Employer as the basis for the award of Contract to such bidder.

### **IB.16** Pre-Bid Meeting

- 16.1 The Employer may, on his own motion or at the request of any prospective bidder(s), hold a pre-bid meeting to clarify issues and to answer any questions on matters related to the Bidding Documents. The date, time and venue of pre-bid meeting, if convened, is as stipulated in the Bidding Data Sheet. All prospective bidders or their authorized representatives shall be invited to attend such a pre-bid meeting.
- 16.2 The bidders are requested to submit questions, if any, in writing so as to reach the employer not later than seven (7) days before the proposed pre-bid meeting.
- Minutes of the pre-bid meeting, including the text of the questions raised and the replies give, will be transmitted without delay to all purchasers of the Bidding Documents. Any modification of the Bidding Documents listed in IB.6.1 hereof, which may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause IB.8 and not through the minibuses of the pre-bid meeting.

### IB.17 Format and Signing of Bid

- 17.1 Bidders are particularly directed that the amount entered on the Letter of Price Bid shall be for performing the Contract strictly in accordance with the Bidding Documents.
- 17.2 All appendices to Bid are to be properly completed and signed.
- 17.3 No alteration is to be made in the Letters of Price and Technical Bids nor in the Appendices thereto except in filling up the blanks as directed. If any such alterations be made or if these instructions be not fully complied with, the **bid may be rejected.**
- 17.4 The bidder shall prepare one original of the technical bid and one original of the Price Bid comprising the Bid as described in Bidding Data Sheet against IB.10 and clearly mark it "ORIGINAL-TECHNICAL BID" and "ORIGINAL-PRICE BID". In addition, the Bidder shall submit one copy of Bid and clearly mark each of them "COPY". In the event of any discrepancy between the original and the copies, the original shall prevail.
- 17.5 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the Bidding Data Sheet and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, except for un-amended printed literature, shall be signed or initialed by the person signing the bid.
- 17.6 Any amendments such interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.
- 17.7 Bidders shall indicate in the space provided in the Letter of Technical and Price Bids, their full and proper addresses at which notices may be legally served on them and to which all correspondence in connection with their bids and the contract is to be sent.
- 17.8 Bidders should retain a copy of the bidding documents as their file copy.

### D. SUBMISSION OF BIDS FOR SINGLE STAGE TWO ENVELOPES BIDDING PROCEDURE

### IB.18 Sealing and Marking of Bids

- 18.1 Each bidder shall submit his bid as under:
  - (a) ORIGINAL and copy of the Financial Bid (BOQ only) shall be separately sealed and put in separate envelopes and marked as such.
  - (b) The envelopes containing the ORIGINAL and copies will be put in one sealed envelope and addressed / identified as given in IB.18.2 hereof.
  - (c) The technical bid should comprise of documents listed in IB.10.1 (A) & the price bid should comprise of documents listed in IB.10.1 (B) which shall be placed in separate envelopes in accordance with IB 10.1.

The inner and outer envelopes shall:

- (a) Be addressed to the Emologies at the address provided in the Bidding Data Sheet;
- (b) Bear the rained and identificance another of the contract or defined in the Biddon't actual restricts.

- (c) Provide a warning not to open before the time and date for bid opening, as specified in the Bidding Data Sheet.
- 18.3 In addition to the identification required in IB.182 hereof, the inner envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared "late" pursuant to Clause IB.20
- 18.4 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

### **IB.19** Deadline for Submission of Bids

19.1

- (a) Bids must be received by the Employer at the address specified no later than the time and date stipulated in the Bidding Data Sheet.
- (b) Bids with charges payable will not be accepted, nor ill arrangements be undertaken to collect the bids from any delivery point other than that specified above. Bidders shall bear all expenses incurred in the preparation and delivery of bids. No claims will be entertained for refund of such expenses.
- (c) Where delivery of a bid is by mail and the bidder wishes to receive and acknowledgment of receipt of such bid, he shall make a request for such acknowledgement in a separate letter attached to but not included in the sealed bid package.
- (d) Upon request, acknowledgment of receipt of bids will be provided to those making delivery in person or by messenger.
- 19.2 The Employer may, at his discretion, extend the deadline for submission of Bids by issuing and amendment in accordance with Clause IB.8, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

### IB.29 Late Bids

20.1

- (a) Any bid received by the Employer after the deadline for submission of bids prescribed in Clause IB.19 will be returned unopened to such bidder.
- (b) Delays in the mail, delays of person in transit, or delivery of a bid to the wrong office shall not be accepted as an excuse for failure to deliver a bid at the proper place and time. It shall be the bidder's responsibility to determine the manner in which timely delivery of his bid will be accomplished either in person, by messenger or by mail.

### IB.21 Modification, Substitution and Withdrawal of Bids

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

The modification, substitution, or notice for withdrawal of any bid shall be prepared, sealed marked and delivered in accordance with the provisions of Clause IB.13 with the outer and inner envenues, additionally marked TVF OFFR ATIONT, INSUBSTITUTIONET, or TWF TIPRAAWALL to increases.

- No bid may be modified by a bidder after the deadline for submission of bids except in accordance with IB.21.1 and 26.2.
- 21.4 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security in pursuance to Clause IB.14.

### E. BID OPENING AND EVALUATION FOR SINGLE STAGE TWO ENVELOPES BIDDING PROCEDURE

### IB.22 Bid Opening

- 22.1 The Employer will open the Technical Bids in public at the address, date and time specified in the Bidding Data Sheet in the presence of Bidders designated representatives and anyone who choose to attend. The price bids will remain unopened and will be held in custody of the Employer until the specified time of their opening.
- 22.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal and is read out at bid opening.
- Second, outer envelopes marked "SUBSTITUTION" shall be opened. The inner envelopes containing the Substitution Technical Bid and/or Substitution Price Bid shall be exchanged for the corresponding envelopes being substituted, which are to be returned to the Bidder unopened. Only the Substitution Technical Bid, if any, shall be opened, read out, and recorded. Substitution Price Bid will remain unopened in accordance with IB.22.1. No envelope shall be substituted unless the corresponding.
  - Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.
- Next. outer envelopes marked "MODIFICATION" shall be opened. No Technical Bid and/or Price Bid shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of Technical Bids. Only the Technical Bids, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Price Bids, both Original and Modification, will remain unopened in accordance with IB.22.1. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the recorded shall not invalidate the contents an effect of the record. A copy of the record shall be distributed to all bidders.
- Other envelopes holding the technical bids shall be opened one at a time, and the following read out and recorded:
  - (a) The name of the Bidder;
  - (b) Whether there is a modification or substitution:
  - (c) The presence of a Bid Security, if required; and
  - (d) Any other details as the Employer may consider appropriate.

No Bid shall be rejected at the opening of Technical Bids except for late bids, in accordance with IB20.1. Only Technical Bids read out and recorded at bid opening, shall be considered for ovaluation.

Proliminary Examination of Technical Blds



### 22.6

- a) The Employer shall first examine qualification and experience Data as per Financial, Past performance, qualification & experience. Only substantially responsive qualification shall be considered for further evaluation.
- b) The Employer shall examine the Technical Bid to confirm that all the documents have been provided, and to determine the completeness of each document submitted.
- The Employer shall confirm that all the documents and information have been provided for evaluation of Technical bid as required under these bidding documents.
- At the end of the evaluation of the Technical Bids, the Employer will invite only those bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified for award to attend the opening of the Price Bids.

  The date, time, and location of the opening of Price Bids will be advised in writing by the Employer. Bidders shall be given reasonable notice for the opening of Price Bids.
- 22.9 The employer will notify Bidders in writing who have been rejected on the grounds of their Technical Bids being substantially non-responsive to the requirements of the Bidding Documents and return their Price Bids unopened before inviting others, who are determined as being qualified, to attend the opening of Price Bids.
- 22.10 The Employer shall conduct the opening of Price Bids of all Bidders who submitted substantially responsive Technical Bids, publically in the presence of Bidders' representatives who choose to attend at the address, date and time specified by the Employer. The Bidder's representatives who are present shall be requested to sign a register evidencing their attendance.
- 22.11 All envelopes containing Price Bids shall be opened one at a time and the following read out and recorded:
  - (a) The name of Bidder:
  - (b) Whether there is modification or substitution:
  - (c) The Bid Prices, including any discounts and alternative offers; and
  - (d) Any other details as the Employer may consider appropriate.
  - Only Price Bids and discounts, read out and recorded during the opening of Price Bids shall be considered for evaluation. No Bid shall be rejected at the opening of Price Bids.
- 22.12 If this Bidding Document allows Bidders to quote separate prices for different contracts, and the award to a single Bidder of multiple contracts, the methodology to determine the lowest evaluated price of the contract combinations is that which is most economical to the employer.

### IB.23 Process to be Confidential

Information relating to the examination, clarification, evaluation and comparison of bid and recommendations for the award of a contract shall not be disclosed to bidders or any other person not officially concerned with such process before the announcement of bid evaluation report which shall be done at least ten 10 days prior to issue of Letter of Acceptance. The announcement to all Bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated. Any effort by a bidder to influence the Employer's processing of bids or saward decisions may result in the rejection of such bidder's bid. Whereas any bidder feeling aggrieved may lodge a written complaint not later than fifteen (15) days after the announcement of the bid evaluation report. However mere fact of lodging a complaint shall of the programment of the bid evaluation report. However mere fact of lodging a complaint shall of the programment of the bid evaluation report.

### **IB.24** Clarification of Bids

- To assist in the examination, evaluation and comparison of bids, the Employer may, at his discretion, ask any bidder for clarification of his bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing but no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids in accordance with Clause IB.28.
- 24.2 If a Bidder does not provide clarification of its Bid by the date and time set in the Employer's request for clarification, its **bid may be rejected.**

### IB.25 Examination of Bids and Determination of Responsiveness

- Prior to the detailed evaluation of bids, the Employer will determine whether each bid is substantially responsive to the requirements of the Bidding Documents.
- A Substantially responsive bid is one which (i) meets the eligibility criteria; (ii) has been properly signed; (iii) is accompanied by the required Bid Security; (iv) conforms to all the terms, conditions and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one (i) which affect in any substantial way the scope, quality of performance of the Works; (ii) which limits in any substantial, inconsistent with the Bidding Documents, the Employer's rights or the bidder's obligations under the Contract; (iii) adoption/rectification whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids. Only substantially responsive bid shall be considered for further evaluation.
- 25.3 If a bid is no t substantially responsive, it may not subsequently be made responsive by correction or withdrawal of the non-conforming material deviation or reservation. The Employer may, however, seek confirmation / clarification in writing which shall be responded in writing.

### **IB.26** Correction of Errors

- 26.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:
  - (a) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and
  - (b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the Employer there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern and the unit rate will be corrected.

26.2 The amount stated in the Letter of Price Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and without the concurrence of the bider, shall be considered as binding upon the bidder. If the bidder does not accept the corrected Bid Price, his Bid will be rejected, and the Bid Security shall be forfeited in accordance with IB.!4.6 (b) hereof.

### 13.27 Evaluation and Comparison of Bids

27.1 The Employer will emissive and compare soly the Bids determined to be substantial concerns in the entence of the enterthing.

- 27.2 In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:
  - (a) Making any correction for errors pursuant to Clause IB.26;
  - (b) Excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities, but including competitively priced Day work; and
  - (c) Making an appropriate adjustment for any other acceptable variation or deviation.
- 27.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contact, shall not be taken into account in Bid evaluation.
- 27.4 If the Bid of the successful bidder is seriously unbalanced in relation to the Employer's estimated of the cost of work to be perform under the Contract, the Employer may require the bidder to produce detailed price analyses for any or all items of the Bill of Quantities to demonstrate the inter consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance Security set forth in Clause IB31. Be increased at the expense of the successful bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful bidder under the Contract.

### F. AWARD OF CONTRACT

### IB.28 Award

- Subject to Clause IB.29 and IB.33, the Employer will award the contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such bidder has been determined to be eligible in accordance with the provisions of Clause IB.3 and qualify pursuant to IB28.2.
- 28.2 The Employer, at any stage of the bid evaluation, having credible reasons for or prima facie evidence of any defect in bidder's capacities, may require the bidders to provide information concerning their professional, technical, financial, legal or managerial competence whether already prequalified or not:

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

### IB.29 Employer's Right to Accept and Bid and to Reject any or all Bids

29.1 Notwithstanding Clause IB.28, the Employer reserves the right to accept or reject any Bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidders or any obligation except that the grounds for rejection of all bids shall upon request be communicated to any bidder who submitted a bid, Without justification of grounds. Rejection of all bids shall be notified to all bidders promptly.

### B.30 Notification of Award

Prior to expiration of the period of bid validity prescribed by the Employer, the Employer will notify the successful bidder is writing ("Letter of Acceptance") that his Bid has been accepted. This letter shall name the sum which the Employer will pay the Contractor in association of the recovery and completion of his and the contractor is broadly and harple the part is becoming a real of the minimum of the property of the contractor is the contractor as presented by the contractor as presented by

- No Negotiation with the bidder having evaluated as lowest responsive or any other bidder shall be permitted.
- The notification of award and its acceptance by the bidder will constitute the formation of the Contract, biding the Employer and the bidder till signing of the formal Contract Agreement.
- 30.4 Upon furnishing by the successful bidder of a Performance Security. The Employer will promptly notify the other bidders that their bids have been unsuccessful an return their bid securities.

### **IB.31** Performance Security

- 31.1 The successful bidder shall furnish to the Employer a Performance Security in the form and the amount stipulated in the Bidding Data Sheet within a period of 28 days after the receipt of Letter of Acceptance.
- Failure of the successful bidder to comply with the requirements of IB.31.1 or IB.32 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

### IB.32 Signing of Contract Agreement

- Within 14 days from the date of furnishing of acceptable Performance Security, the Employer will send the successful bidder the Contract Agreement in the form provided in the Bidding Documents, incorporating all agreements between the parties.
- 32.2 The Formal Agreement between the Employer and the successful bidder shall be executed within 14 days of the receipt of the Contract Agreement by the successful bidder form the Employer.

### IB.33 General Performance of the Bidders

The Employer reserves the right to obtain information regarding performance of the bidders on their previously awarded contracts/works. The Employer may in case of consistent poor performance of any Bidder as reported by the employers of the previously awarded contracts, interalia, reject his bid and/or refer the case to the Pakistan Engineering Council (PEC). Upon such reference, PEC in accordance with its rules, procedures and relevant laws of the land take such action as may be deemed appropriate under the circumstances of the case including black listing of such Bidder and debarring him from participation in future bidding for similar works.

### **Instruction 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.

IB.3

### **BIDDING DATA**

### BIDDING DATA

The following specification data for the Works to be bided shall complement, amend or supplement the provisions in the Instructions to Bidders. Wherever there is a conflict, the provisions herein shall prevail over those in the Instructions to Bidders.

Instructions to Bidders

Clause Reference

### 1.1 Name and Address of the Employer:

The Secretary
Provincial Assembly of Sindh
Court Road Karachi

### 1.2 Name of the Project and Summary of the Works:

Maintenance of Equipment of old and New Buildings of Provincial Assembly of Sindh, Karachi (Civil work, Electrical work, I.T. Networking and Mechanical work)

"Sub-Station (03 Nos. Generators 200kva, 800kva and 1250kva – 1650kva Transformer – 03 Nos. HT Panels – LT Panels etc, Bus-Bar minimum 72' Ft length) Firefighting system, Fire Alarm System, Fire Suppression System, Water Supply system, I.T Rooms 5 Nos. Data Center 01 No. BMS Control Room & CCTV Control Room, DCN System, HVAC Chiller total area 750,000' Sft & Split AC units, Elevator 06 Nos. Escalator 01 No. and Walkthrough Gates 04 Nos. UPS 30kva 2 Nos. 20kva 2Nos. & 10kva 15 Nos. LED Smart TVs, LED Wall Video Screens 02 Nos. Boom Lift operating (70' height)

### 2.1 Eligible Bidders (Evaluation/ Qualification Criteria)

Eligibility criteria for detailed technical evaluation are as under: Criteria based on Marks/Score.

Aggregate Qualifying Score is 75 Marks following sections (Total Marks 100).

### (A) Firms Registration

**Total 20 Marks** 

Valid registration Certificate of PEC in the category C-4 & Above with specialized codes of CE-09, CE-10, EE-01, EE-02, EE-03, EE-04, EE-05, EE-06, EE-07, EE-09, ME-01, ME-02, ME-03 & ME-06

(NOTE: Bidders should have all mentioned above specialization codes, otherwise technically will not b qualified)

10 Marks

Valid Electrical Contractor License issued by Electrical Inspector Karachi Region.

05 Marks

- Valid Registration Certificate from income tax authority (NTN)SBR/FBR

05 Marks

- Joint Ventures (IV) are not applicable

### **(B) General Experience Record**

**Total 15 Marks** 

Project of similar nature and complexity completed during last five years (5 marks for each project) attach satisfactory completion certificates

10 Marks

Projects of similar nature and complexity in hand (5 marks for each project) attach copy of work order

05 Marks

### (C) Personnel Capabilities required for this project

Total 30 Marks

Following factors may be used as guideline:

| Sr.<br>No. | Description/ Position with qualification & experience  | Number<br>required | Marks | Remarks               |
|------------|--|--------------------|-------|-----------------------|
| 01         | B.Sc/BE Engineer from each of the following discipline. Civil, Electrical, I.T. Mechanical (Civil, Electrical, I.T. Networking, HVAC, Plumbing & Firefighting works etc) registered with PEC | 09                 | 18    | 02 Marks for each No. |
| 02         | Diploma in all above Engineering discipline  | 12                 | 12    | 01 Marks for each No. |
|            |  | Total              | 30    |                       |

### **(D) Equipment of Capability**

**Total 10 Marks** 

Provide List of Equipment/ Machinery for relevant works.

### **(E)** Financial Soundness/ Status

Total 20 Marks

For Financial Status assessment, the Applicant may be required to submit Audited Financial Statement for the last five (05) years or any other documents which verifies their Financial Status. Where necessary, the Procuring Agency will make enquiries with the firm's/ contractor's bankers.

Required Documents: It must include following information/ Documents:

Bank Statements in last 01 years

05 Marks

Audited Financial Statements in last 5 years (ii)

10 Marks 05 Marks

(iii) Bank Certificate

Total 20 Marks

### **(F)** Litigation History

Total 95 Marks

Blacktisted Bidders shall be barred from the Procurement Process. The Bidder shall provide an affide it to the officer

### (G) Any other information

Any other document/ information desired by procuring agency which shall not discriminate among contractors/ firms

### 3.1 Contents of Bidding Documents

The Bidding Documents, in addition to invitation for bids, are those stated below and should be read in conjunction with any addenda issued in accordance with Clause IB.8

- 1. Instruction to Bidders
- 2. Bidding Data Sheet
- 3. Form of Technical Bid
- 4. Form of Price Bid
- 5. Appendices to Bid (A to C)
- 6. Form of Bid Security
- 7. Form of Performance Security
- 8. Form of Contract Agreement

### 4.1 Time limit for clarification:

Minimum number of days to seek clarification by the prospective bidder is 07 days before the latest deadline for submission of Bids

### 5.1 Bid Language:

The same language in which the Bidding Documents are written i.e English, should be used for preparation of Bid, however if a bidder provides any supporting documents in language(s) other than English, in such case the accurate translation of the documents in English language duly verified by the Embassy of related country in Pakistan shall only be considered.

- 6.1 (A) The Bidder shall submit with its Technical Bid the following documents detailed in 6.1 hereunder.
  - (a) Letter of Technical Bid
  - (b) Bid Security
  - (c) Copy of Registration Certificate (memorandum of article) of the Bidder.
  - (d) Valid certificate of Registration from PEC (Required Codes Mandatory)
  - (e) Valid Electrical Contractor License issued by Electrical Inspector Karachi Region
  - (f) Valid Registration Certificate from income tax authority (NTN)SBR/FBR
  - (g) Certificate audit reports for the last five (05) years
  - (h) Pending litigation information
  - (i) Special stipulation (as filled by the Employer)
  - (j) Organization Chart of the Supervisory Staff and Labour
  - (k) Financial Soundness
  - (l) General & Similar Experience
  - (m) Qualification of Key Staff
  - (n) Any other information

W.

- (B) The Bidder shall submit with its Price Bid the following Documents
- (a) Letter of Price Bid
- (b) Bill of Quantity
- (c) Estimated Progress Payments

### 7.1 Currencies of Bid and Payment:

The Unit Rates and prices shall be quoted by the bidder entirely in Pak Rupees and will be paid in Pak Rupees only.

### 8.1 Period of Bid Validity:

Bid shall remain valid and open for acceptance for a period of **ninety** (90) calendar days after the latest dead line for submission of bid.

### 9.1 Amount of Bid Security:

Amount of Bid Security shall be **Rs. 1.5 million** (Bid Security enclosed with Technical Proposal)

### 10.1 Form and Validity of Bid Security:

The Bid Security shall be, at the option of the bidder, in the form of **Deposit at call** or **Bank Guarantee** issued by a Scheduled Bank in Pakistan or from a foreign bank duly counter guaranteed by a Scheduled Bank in Pakistan (Insurance Bond Not Applicable) in favor of the Employer valid for a period 28 days beyond the Bid Validity date i.e the Bid Security shall remain valid for **90** (**Ninety**) calendar days beyond the latest deadline for submission of Bids

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

Venue: Sindh Assembly Building

Time: 1400 hours

Date: 18<sup>th</sup> February, 2016

### 12.1 Presence at the pre-bid meeting:

Absence at the pre-bid meeting will not be a cause for disqualification of a bidder, however the bidders are asked to attend the meeting where they will be guided regarding preparation of the bids in the light of Instruction to Bidder

### 13.1 Number of Copies of the Bid to be completed and returned:

Each bidder shall prepare by filling out the forms completely and without alterations original and one (1) copy of the financial bid (BOQ only) and clearly mark them "ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them, the original shall prevail. The detail of the Envelopes is given as under:

(i) Envelope-A - Technical Bid (Sealed)

(ii)Envelope-B-Original Financial Bid (Sealed)(iii)Envelope-B-Copy of the Financial Bid (Sealed)(iv)Bid-Envelope-A + Envelope-B (Sealed)

### 14.1 Employer's address for the purpose of Bid submission:

Venue: Provincial Assembly of Sindh, Court Road Karachi

### 15.1 Name and of the Contract:

Maintenance of Equipment of old and New Buildings of Provincial Assembly of Sindh, Karachi

#### 16.1 Deadline of Submission:

Not Later than 1400 hours on 25th February, 2016

### 17.1 Venue, time and date of Bid Opening (Envelope A):

Venue: Sindh Assembly Building

Time: 1430 hours

Date: 25<sup>th</sup> February, 2016

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

The performance security shall be of an amount equal to 10% of the Contract Price stated in the letter of Acceptance. Such security shall, at the option of the bidder, be in the form of either (a) bank guarantee from any Scheduled Bank in Pakistan or (b) bank guarantee from a bank located outside Pakistan duly counter guaranteed by a Scheduled Bank in Pakistan or (c) an insurance company having atleast AA rating from PACRA/JCR.

SECRETARY SHOT

# FORM OF BID AND APPENDICES

SECRETARY SING

Letter of Technical Bid (to be submitted on the letterhead of the bidder separately)

| Date:                                   |  |
|---|--|
| To                                      |  |
|   | ······································   |
| • |  |
| SUB:                                    |  |
| We, the                                 | undersigned, declare that:   |
| (a)                                     | We have examined and have no reservation to the Bidding Documents, including Addenda issued in accordance with Instruction to Bidders (IB) 8;  |
| (b)                                     | We offer to execute and complete in conformity with the Bidding Documents the following Works:   |
| (c)                                     | Our Bid consisting of the Technical Bid and the Price Bid shall be valid for a period of 148 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may b accepted at any time before the expiration of that period;   |
| (d)                                     | As security for due performance of the under takings and obligations of our bid, we submit here with a Bid security, in the amount specified in Bidding Data Sheet, which is valid (at least) 28 days beyond validity of Bid itself.   |
| (e)                                     | We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process, other than alternative offers submitted in accordance with IB-15 (as applicable)  |
| 24 000                                  | We agree to permit Employer or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors. This permission is extended for verification of any information provided in our Technical Bid which comprises all accomment enclosed herewith in accordance with IB.10.1 of the Bidding Data Sheet. |
| Name<br>In the Ca<br>Signed .           | npacity of horized to sign the Bid for and on behalf of  |

Address .....

### Letter of Price Bid

(to be submitted on the letterhead of the bidder separately)

| Date:  | (to be submitted on the letterhead of the ordider separatery)  |
|--|--|
| To   |  |
|  | •••••••••••••••••••••••••••••••••••••••  |
|  | •••••••••••••••••  |
| SUB:   |  |
| We, the                                      | undersigned, declare that:   |
| (a)  | We have examined and have no reservation to the Bidding Documents, including Addenda issued in accordance with Instruction to Bidders (IB) 9;  |
| (b)  | The total price of our Bid, excluding any discount offered in item (c) below is:   |
| (c)  | The discount offered and the methodology for their application are:  |
| (d)  | Our Bid shall be valid for a period of 148 days from the fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.   |
| (e)  | If our Bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;   |
| (f)  | We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed and we do hereby declare that the bid is made without any collusion comparison of figures or arrangement with any other bidder for the works.                    |
| (g)  | We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.   |
|  | We agree to permit Employer or its representative to inspect our accounts and records and other documents relating to the bid submission o and to have them audited by auditors. This permission is extended for verification of any information provided in our Technical Bid which comprises all documents enclosed herewith in accordance with IB.11.1 of the Bidding Data Sheet. |
| S. P. S. | is extended for verification of any information provided in our Technical Bid which comprises all documents enclosed herewith in accordance with IB.11.1 of the Bidding Data Sheet.  The awarded the contract, the person named below shall act as Contractor's Representative.  |
| n the C                                      | apacity of   |
| Ouly aut<br>Oate                             | thorized to sign the Bid for and on behalf of  |
| 7001522                                      |  |

### SPECIAL STIPULATIONS

| 1.  | Engineer's Authority to issue Variation in   | 2% of the Contract Price stated in the Letter of |  |
|-----|--|--|--|
| 1.  | Emergency                                    | Acceptance                                       |  |
| 2.  | Amount of Performance Security               | 10% of Contract Price stated in the Letter of    |  |
|     |  | Acceptance                                       |  |
| 3.  | Time for Furnishing Programme                | Within 42 days from the date of receipt of       |  |
| 3.  | Time for Furnishing Frogramme                | Letter of Acceptance.                            |  |
|     |  | Within 14 days from the date of receipt of       |  |
| 4.  | Time for Commencement                        | Engineer's Notice to Commence which shall        |  |
| 4.  | Time for Commencement                        | be issued within fourteen (14) days after        |  |
|     |  | signing of Contract Agreement.                   |  |
| 5.  | Time for Completion                          | 12 Months  |  |
| J.  | Time for Completion                          | (1 Year as per Contract Agreement)               |  |
|     | a) Amount of Liquidated Damages              | 0.1 percent of Contract Price for each day of    |  |
|     |  | delay in completion of the Works subject to a    |  |
| 6.  |  | maximum of 10% of Contract Price stated in       |  |
| 0.  |  | the Letter of Acceptance.                        |  |
|     |  | Not Applicable. No bonus for early               |  |
|     | b) Amount of Bonus                           | completion is payable.                           |  |
| 7.  | Percentage of Retention Money                | Not Applicable                                   |  |
| / • |  | Not Applicable                                   |  |
| 8.  | Minimum amount of Interim Payment            | As per Every Month                               |  |
| 0.  | Certificates (Running Bills)                 |  |  |
|     | Time of Payment from delivery of Engineer's  | 07 days after such Interim Payment Certificate   |  |
| 9.  | Interim Payment Certificate to the Employer. | has been jointly verified by Employer and        |  |
|     | internal ayment Certificate to the Employer. | Contractor.                                      |  |
| 10. | Income Tax                                   | As per rule                                      |  |

The Read State of Sta

# FOREIGN CURRENCY REQUIREMENTS

| 1. | The Bidder may indicate here in below his req reference to various inputs to the Works. | uirements of foreign currency (if any), with |
|----|---|--|
|    | Not Applicable  |  |
| _  |   |  |
| 2. | Foreign Currency Requirement as percentage o  | the Bid Price excluding Provisional Sums     |
| 3. | Table of Exchange Rates   |  |
|    | Unit of Currency  | Equivalent in Pak. Rupees                    |
|    | Australian Dollar Euro  |  |
|    | Japanese Yen  |  |
|    | U.K. Pound  |  |
|    | U.S. Dollars  |  |
|    |   | ***************************************      |
|    |   | •  |

Michigan Resident Control of Street

## ORGANIZATION CHART FOR THE SUPERVISORY STAFF AND LABOUR

SECRETARY SING

# BID SECURITY (Bank Guarantee)

| Secur         | ity Executed on  |
|---------------|--|
|               | (Date)   |
| Name          | of Surety (Bank) with Address:   |
| Name          | (Scheduled Bank in Pakistan) of Principal (Bidder) with Address  |
| Penal         | Sum of Security Rupees   |
| the re        | W ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at equest of the said Principal (Bidder) we, the Surety above named, are held and firmly dunto  |
| well          | nafter called the 'Employer') in the sum stated above for the payment of which sum and truly to be made, we bind ourselves, our heirs, executors, administrators and ssors, jointly and severally, firmly by these presents.   |
|               | CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Bidder has itted the accompanying Bid dated for Bid No  |
| for           | (Particulars of Bid) to the said Employer; and   |
| Bidde<br>from | REAS, the Employer has required as a condition for considering said Bid that the furnishes a Bid Security in the above said sum from a Scheduled Bank in Pakistan or a foreign bank duly counter-guaranteed by a Scheduled Bank in Pakistan, to the oyer, conditioned as under:  |
| (1)           | that the Bid Security shall remain in force up to and including the date 28 days after<br>the deadline for validity of bids as stated in the Instructions to Bidders or as it may be<br>extended by the Employer, notice of which extension(s) to the Surety is hereby<br>waived;  |
| (2)           | that the Bid Security of unsuccessful Bidders will be returned by the Employer after expiry of its validity or upon signing of the Contract Agreement; and   |
| (3)           | that in the event of failure of the successful Bidder to execute the proposed Contract Agreement for such work and furnish the required Performance Security, the entire said sum be paid immediately to the said Employer pursuant to Clause 15.6 of the Instruction to Bidders for the successful Bidder's failure to perform. |

NOTES HEREFORE, if the successful Bidder shall, within the period specified therefore.

on the prescribed form presented to him for signature enter into a formal Contract with the said Employer in accordance with his Bid as accepted and furnish within twenty eight (28) days of his being requested to do so, a Performance Security with good and sufficient surety, as may be required, upon the form prescribed by the said Employer for the faithful performance and proper fulfilment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified for its validity then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

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

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

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

SURETY (Bank)

| MTNESS:                    | · ·  | Signature                  |
|----------------------------|--|----------------------------|
|                            | **************************************   | Name                       |
|                            |  | Title                      |
| Corporate Secretary (Seal) |  | Corporate Guarantor (Seal) |
|                            |  |                            |
|                            | <del></del>  |                            |
| Marne, Title & Address     | and the state of t |                            |

# FORM OF PERFORMANCE SECURITY (Bank Guarantee)

|  | Guarantee No.  |
|--|--|
|  | Executed on  |
|  | Expiry date  |
| [Letter by the Guarantor to the Employer]  |  |
| Name of Guarantor (Bank) with address:   |  |
| Name of Principal (Contractor) with address:   | (Scheduled Bank in Pakistan)   |
| Penal Sum of Security (express in words and figu   | res)   |
| Letter of Acceptance No.   | Dated  |
| KNOW ALL MEN BY THESE PRESENTS, the Documents and above said Letter of Acceptance the request of the said Principal we, the Guarant unto the | e (hereinafter called the Documents) and at for above named, are held and firmly bound (hereinafter called stated above for the payment of which sumer, we bind ourselves, our heirs, executors. |
| THE CONDITION OF THIS OBLIGATION I accepted the Employer's above said  | S SUCH, that whereas the Principal has Letter of Acceptance for (Name of Contract) for the   |
| Project).  | (Ivaine of   |

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the Employer, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Clause 49, Defects Liability, of Conditions of Contract are fulfilled.

Our total liability under this Guarantee is limited to the sum stated above and it is a condition of any liability attaching to us under this Guarantee that the claim for payment in writing

Corporate Guarantor (Seal)

| shall be received by us with discharged of our liability, if   | •   | period of this Guarantee, failing which we shall be ais Guarantee.   |
|--|---|--|
| to the Employer without de<br>arguments and without requ<br>such demand any sum or sur<br>declaration that the Princip   | elay upon the<br>airing the Em<br>as up to the a<br>al has refuse | (the Guarantor), waiving all objections by irrevocably and independently guarantee to pay Employer's first written demand without cavil or aployer to prove or to show grounds or reasons for amount stated above, against the Employer's written ed or failed to perform the obligations under the by the Guarantor to Employer's designated Bank & |
| PROVIDED ALSO THAT the Employer shall be the sole and final judge for deciding whether the Principal (Contractor) has duly performed his obligations under the Contract or has defaulted in fulfilling said obligations and the Guarantor shall pay without objection any sum or sums up to the amount stated above upon first written demand from the Employer forthwith and without any reference to the Principal or any other person.  IN WITNESS WHEREOF, the above-bounden Guarantor has executed this Instrument under its seal on the date indicated above, the name and corporate seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body. |   |  |
|  | ,   |  |
|  |   | Guarantor (Bank)   |
| Witness:   |   | <b>~</b> .   |
| 1.   | •   | Signature  |
|  | e lest pl   | Name   |
| Corporate Secretary  | (Seal)  |  |
|  |   | Title  |
| 2.   | *   |  |
| 4.   | <u>.                                    </u>                      |  |

HY RETARNISHM

Name, Title & Address

CA-1

### FORM OF CONTRACT AGREEMENT

| THIS (day of | CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the (month) 20 between  |
|--------------|---|
|              | (hereafter called the "Employer") of the  |
| one pa       | rt and (hereafter called the "Contractor") of   |
| the oth      | er part.  |
| execute      | REAS the Employer is desirous that certain Works, viz should be ed by the Contractor and has accepted a Bid by the Contractor for the execution and etion of such Works and the remedying of any defects therein.   |
| NOW:         | this Agreement witnesseth as follows:   |
| 1.           | In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.  |
| 2.           | The following documents after incorporating addenda, if any, except those parts relating to Instructions to Bidders shall be deemed to form and be read and construed as part of this Agreement, viz:   |
|              | <ul> <li>(i) The Contract Agreement;</li> <li>(ii) The Letter of Acceptance;</li> <li>(iii) The completed Form of Bid (letter of Technical Bid and Letter of Price Bid);</li> <li>(iv) Addendum / Corrigendum, if any;</li> <li>(v) Special Stipulations</li> <li>(vi) The priced Bill of Quantities</li> </ul> |

- 3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy defects therein in conformity and in all respects with the provisions of the Contract.
- 4. The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

### CA-2

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

| Signature of the Contactor                       | Signature of Employer     |
|--|---------------------------|
| (Seal)   | (Seal)                    |
|  |                           |
| Signed, Sealed and Delivered in the presence of: |                           |
|  |                           |
| Witness:   | Witness:                  |
|  |                           |
| (Name, Title and Address)                        | (Name, Title and Address) |

W RELEASING