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CAPITAL DEVELOPMENT AUTHORITY

(Metro Bus Operation Dte)

Name of Project: **Procurement of Containers, Fixtures, Furniture and 5KVA Solar System for Feeder Bus Terminals (EV Routes).**

N.I.T

N.I.T Amount: **Rs. 15,376,000/-**

Earnest money: **Rs. 307,520/-**

Completion Period: **30 Days.**

M/s. ____

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Certificate:-

Certified that this N.I.T consist of pages as under:-

Volume-1 <u>Page- 01 to 98.</u>

(Contains pages from one to Ninety Eight only)

1. Instructions to Bidders & Bidding Data.
2. Form of Technical Bid & Schedules to Bid.
3. Standard Form.
4. General Conditions of Contract & Particular Conditions of Contract.
5. Specifications.
6. Special Provisions.
7. Form of Price Bid and Bill of Quantities.

Deputy Director
MBO Division,CDA

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CAPITAL DEVELOPMENT AUTHORITY

(Metro Bus Operation Dte)

N.I.T

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Completion Period: **30 Days.**

s/d
(Saqib Nazir)
Manager Contracts (MBO), CDA

s/d
(Qazi Muhammad Omar)
Project Director (BRT), CDA

s/d
(Muhammad Rizwan)
Director (MBO), CDA

s/d
(Miskeen Shah Kazmi)
Director (P&CA-II), CDA

s/d
(Javed Ahmed Feroz)
DDG (IPTW), CDA

N.I.T amounting to **Rs. 15,376,000/-** (Rupees Fifteen Million Three Hundred Seventy Six thousand only) has been approved by the Member (P&D), CDA vide para 33/N.

s/d
(Javed Ahmed Feroz)
DDG (IPTW), CDA

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CAPITAL DEVELOPMENT AUTHORITY
(DIRECTORATE OF METROBUS OPERATIONS)

TENDER NOTICE
(Single Stage Two Envelope)

INVITATION FOR BIDS

1. The Capital Development Authority invites sealed bids from experienced well reputed bidders/suppliers who are well reputed and can prove their eligibility and qualification as mentioned in the Bidding Documents for the following project.

Sr. No.	Name of Work	Estimated Cost (Rs.)	Bid Security (Rs.)	Date & Time of Submission of Tender	Remarks
1	**Procurement of Containers, Fixtures, Furniture and 5Kva Solar System for Feeder Bus Terminals (EV Routes).**	15,376,000/-	307,520/-	21st July, 2026 at 03:00 pm	Detail of works/services as mentioned in the bidding documents.

2. The Bidding shall be conducted in line with the rule 36 (b) Single stage Two envelope procedure prescribed under public Procurement Rules 2004 e-Pak procurement Regulations, 2023 and is open to all potential bidders registered in the e-Pak Acquisition & Disposal system (EPADS).

3. Technical Bids must be accompanied by a Bid Security in the form of Pay Order / CDR generated from bidder/supplier own account amounting to Rs. 307,520/- in favour of DDO (IMBS), CDA. The prospective bidders shall submit the original CDR in the office of undersigned on bid submission deadline and also upload scanned copy of Bid Security on E-Pads.
4. Project related information may be sought out from the office of Project Director (BRT) Room No 06, 1st Floor, Block-III (IT Wing), G-7/4 Islamabad.
5. Bidding documents are available on PPRA E-PADS portal. The prospective bidders are required to submit their Bids online through E-PADS at http://eprocure.gov.pk and as per instructions contained in 'Instructions to Bidders' of Bidding Documents on or before the above mentioned date and time.
6. The Bids will be opened by using EPADS publicly on the same day at 03.30 P.M in the presence of the procurement committee and Bidder's authorized Representatives who choose to attend the opening session to be held at the office of Director (MBO), CDA, Room No 06, 1st Floor, Block-III (IT Wing), G-7/4 Islamabad.
7. GRC Constituted in terms of Rule-48 of PPRA Rules 2004 is provided on EPADS at www.eprocure.gov.pk and www.ppra.org.pk.
8. The Authority reserves the right to reject all the application as per **PPRA Rules 2004.**

Project Director (BRT), CDA
Capital Development Authority
Room No 06, 1st Floor, Block-III (IT Wing), G-7/4 Islamabad

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INVITATION FOR BIDS

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INVITATION FOR BIDS

DELETED

9. The Capital Development Authority invites sealed bids from experienced well reputed bidders/suppliers who are well reputed and can prove their eligibility and qualification as mentioned in the Bidding Documents for the following project.

Sr. No.	Name of Work	Estimated Cost (Rs.)	Bid Security (Rs.)	Date & Time of Submission of Tender	Remarks
1	Procurement of Containers, Fixtures, Furniture and 5Kva Solar System for Feeder Bus Terminals (EV Routes).	15,376,000/-	307,520/-	[illegible] D[illegible]mber, 2025 at 11:00 am	[illegible]tail of w[illegible]ks/services as [illegible]ntioned in [illegible]e bidding documents.

10. The Bidding shall be conducted in line with th[illegible] rule 36 (b) [illegible] stage Two envelope procedure prescribed under public Procu[illegible]ent Rules 200[illegible] e-Pak procurement Regulations, 2023 and is open to all potenti[illegible] bid[illegible] registered in the e-Pak Acquisition & Disposal system (EPADS).

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12. Project related information m[illegible] be sought out from the office of Project Director (BRT) Room No 06, 1st Floor, Block-III ([illegible]ing), G-7[illegible] Islamabad.

13. Bidding documents are a[illegible]ilable on P[illegible] EPADS portal. The prospective bidders are required to submit their [illegible]ds online through E-PADS at http://eprocure.gov.pk and as per instructions contained [illegible] 'Instru[illegible]ons to Bidders' of Bidding Documents on or before 24-11-2025 up-to 11:00 A.M.

14. The Bids will be opened by usi[illegible] EP[illegible]DS publicly on the same day at 11.30 A.M in the presence of the [illegible]nt committee and Bidder's authorized Representatives who choose to atte[illegible] the openi[illegible] session to be held at the office of Director (MBO), CDA, Room No 06, [illegible] Floor, Block-I[illegible] (IT Wing), G-7/4 Islamabad.

15. GRC Constitute[illegible] terms of Rule-48 of PPRA Rules 2004 is provided on EPADS at www.eprocure.gov.p[illegible] [illegible]d w[illegible].ppra.org.pk.

16. The Authority reserves the [illegible]ght to reject all the application as per **PPRA Rules 2004.**

Project Director (BRT), CDA
Capital Development Authority
Room No 06, 1st Floor, Block-III (IT Wing), G-7/4 Islamabad

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INSTRUCTIONS TO BIDDERS

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INSTRUCTIONS TO BIDDERS

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

A. GENERAL

IB.1 Scope of Bid

1.1 The Purchaser as defined in the Bidding Data hereinafter called "the Purchaser" wishes to receive bids for the supply of Engineering Goods as described in these Bidding Documents, and summarized in the Bidding Data hereinafter referred to as the "Goods".

1.2 The successful Bidder will be expected to supply the Goods within the time specified in the Bidding Documents.

1.3 All Goods to be supplied under the Contract shall have as their country of origin an eligible country as per Appendix-A to Bid.

1.4 For purposes of this Clause, the term "Goods" includes commodities, raw material, machinery, equipment, and industrial plants.

1.5 The term "country of origin" means the country where the goods have been mined, grown, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components.

1.6 The nationality of the firm that produces, assembles, distributes, or sells the goods shall not determine their origin.

1.7 The bidding is open to National/International Competitive Bidding as indicated in the Bidding Data.

IB.2 Source of Funds

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

IB.3 Eligible Bidders

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

a. A Bidder having the nationality of an eligible country in accordance with Appendix A to Bid.

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b. Duly prequalified / enlisted with the Purchaser.

IB.4 One Bid per Bidder

4.1 Each Bidder shall submit only one bid either by himself, or as a partner in a joint venture. A Bidder who submits or participates in more than one bid (other than alternatives pursuant to Clause IB.20) will be disqualified.

IB.5 Cost of Bidding

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

IB.6 Site Visit

6.1 The Bidders are advised to visit and inspect the Location of Delivery and its surroundings and obtain for themselves on their own responsibility all information that may be necessary for preparing the bid and entering into a Contract for Supply of Goods. All cost in this respect shall be at the bidder's own expense.

6.2 The Bidders and any of their personnel or agents will be granted permission by the Purchaser to enter upon his premises and lands for the purpose of such inspection, but only upon the express condition that the Bidders, their personnel and agents, will release and indemnify the Purchaser, his personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of such inspection.

B. BIDDING DOCUMENTS

IB.7 Contents of Bidding Documents

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

1. Instructions to Bidders
2. Bidding Data
3. Form of Bid and Appendices to Bid
4. Schedules to Bid

   (i) Schedule A: Price Schedule for Goods to be offered from within the Purchaser's country

   (ii) Schedule B: Price Schedule for Goods to be offered from outside the Purchaser's country

(iii) Schedule C: Manufacturer's Authorization
(iv) Schedule D: List of Goods
(v) Schedule E: Delivery and Completion Schedule
(vi) Schedule F: Inspection and Tests to be carried out

5. General Conditions of Contract (GCC), Part-I
6. Particular Conditions of Contract (PCC), Part-II
7. Standard Forms
   (i) Form of Bid Security
   (ii) Form of Performance Security
   (iii) Form of Contract Agreement
   (iv) Form of Advance Payment Security
8. Specifications.....Special & Technical Provisions
9. Drawings

7.2 The bidders are expected to examine carefully the contents of all the above documents. Failure to comply with the requirements of bid submission will be at the Bidder's own risk. Pursuant to Clause IB.30, bids which are not substantially responsive to the requirements of the Bidding Documents will be rejected.

IB.8 Clarification of Bidding Documents

8.1 Any prospective Bidder requiring any clarification (s) in respect of the Bidding Documents may notify the Purchaser in writing at the Purchaser's address indicated in the Invitation for Bids. The Purchaser will respond to any request for clarification which he receives earlier than the time, stated in the Bidding Data, prior to the deadline for submission of bids. Copies of the Purchaser's response will be forwarded to all purchasers of the Bidding Documents, including a description of the enquiry but without identifying its source.

IB.9 Amendment of Bidding Documents

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

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

9.3 To afford prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may extend the deadline for submission of bids in accordance with Clause IB.24

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C. PREPARATION OF BIDS

IB.10 Language of Bid

10.1 The bid as well as all correspondence and documents related to the bid exchanged by a bidder and the Purchaser shall be in the bid language stipulated in the Bidding Data and Particular Conditions of Contract. Supporting documents and printed literature furnished by the Bidders may be in any other language provided the same are accompanied by an accurate translation of the relevant parts in the bid language, in which case, for purposes of evaluation of the bid, the translation in bid language shall prevail.

IB.11 Documents Comprising the Bid

11.1 Each Bidder shall:

(a) submit a written power of attorney authorizing the signatory of the bid to act for and on behalf of the Bidder;

(b) update the information indicated and listed in the Bidding Data and previously submitted with the prequalification documents which as a minimum, would include the following application for prequalification, and continue to meet the minimum criteria set out in the:

(i) Evidence of access to financial resources alongwith average annual turnover;

(ii) Financial predictions for the current year and the two following years including the effect of known commitments;

(iii) Supply commitments since prequalification;

(iv) Current litigation information; and

(v) Availability of critical equipment.
and

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

Appendix-C to Bid	Method of Assuring Quality of Goods
Appendix-D to Bid	List of Quality Control/Laboratory Equipment
Appendix-E to Bid	List of Manufacturers / Subcontractors

and other pertinent information such as mobilization programme (under Appendix C to Bid) etc;

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

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(a) the bid and in case of a successful bid, the Form of Contract Agreement shall be signed so as to be legally binding on all partners;

(b) one of the joint venture partners shall be nominated as being in charge; and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the joint venture partners;

(c) the partner-in-charge shall always be duly authorized to deal with the Purchaser regarding all matters related with and/or incidental to the supply of Goods as per the terms and Conditions of Contract and in this regard to incur any and all liabilities, receive instructions, give binding undertakings and receive payments on behalf of the joint venture;

(d) all partners of the joint venture shall at all times and under all circumstances be liable jointly and severally for the execution of the Contract in accordance with the Contract terms and a statement to this effect shall be included in the authorization mentioned under Sub-Para (b) above as well as in the Form of Bid and in the Form of Contract Agreement (in case of a successful bid); and

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

11.3 Bidders shall also submit proposals of supply and transportation methods and schedule, in sufficient detail to demonstrate the adequacy of the Bidders' proposals to meet the technical specifications and the completion time referred to in Sub-Clause 1.2 hereof.

IB.12 Bid Prices

12.1 The Bidder shall submit the Form of Bid using the form attached herewith. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

12.2 The Bidder shall submit the Price Schedules for Goods, according to their origin as appropriate, using the forms furnished in Appendices to Bid along with Manufacturer,s Authorization (on the format provided) in case the Bidder is not himself the manufacturer

12.3 Unless stated otherwise in the Bidding Documents(in Lots under Schedule D to Bid), the Contract shall be for the whole of the Goods as described in Sub-Clause 1.1 hereof, based on the unit rates and/or prices submitted by the bidder.

12.4 The Bidders shall fill in rates and prices for all items of the Goods described in the Price Schedules. Items against which no rate or price is entered by a bidder will not be paid for by the Purchaser when delivered and shall be deemed covered by rates and prices for other items in the Price Schedules.

12.5 All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to the deadline for submission of bids shall be included in the rates and prices and the total Bid Price submitted by a Bidder.
Additional/reduced duties, taxes and levies due to subsequent additions or changes in legislation shall be dealt as per Clause 17 of the General Conditions of Contract.

12.6 The rates and prices quoted by the Bidders are subject to adjustment during the performance of the Contract in accordance with the provisions of Clause 15 of the General Conditions of Contract. The Bidders shall furnish the prescribed information for the price adjustment formulae if required under Sub-Clause 15.2 of General Conditions of Contract, and shall submit with their bids such other supporting information as required under the said Clause.

IB.13 Currencies of Bid and Payment

13.1 The unit rates and the prices shall be quoted by the Bidder entirely in Pak rupees. A Bidder expecting to incur expenditures in other currencies for Goods supplied from outside the Purchaser's country (referred to as the "Foreign Currency Requirements") shall indicate the same in Appendix-B to Bid. The proportion of the Bid Price (excluding Provisional Sums) needed by him for the payment of such Foreign Currency Requirements either (i) entirely in the currency of the Bidder's home country or, (ii) at the Bidder's option, entirely in Pak rupees provided always that a Bidder expecting to incur expenditures in a currency or currencies other than those stated in (i) and (ii) above for a portion of the foreign currency requirements, and wishing to be paid accordingly, shall indicate the respective portions in his bid.

13.2 The rates of exchange to be used by the Bidder for currency conversion shall be the TT&OD Selling Rates published or authorized by the State Bank of Pakistan prevailing on the date 28 days prior to the deadline for submission of bids.For the purpose of payments, the exchange rates used in bid preparation shall apply for the duration of the Contract.

IB.14 Documents Establishing the Eligibility of the Bidder

To establish their eligibility in accordance with ITB 4, Bidders shall:

(b) Provide the eligibility documents as per ITB Clause 3; and

(c) If the Bidder is an existing or intended JV in accordance with ITB 4.1 and 11.2, submit a copy of the JV Agreement, or a letter of intent to enter into such an Agreement. The respective document shall be signed by all legally authorized signatories of all the parties to the existing or intended JV, as appropriate.

IB.15 Documents Establishing the Eligibility of the Goods

15.1 To establish the eligibility of the Goods in accordance with ITB Clause 1-3, Bidders shall complete the country of origin declarations in the Price Schedule Forms, & Appendices to Bid.

IB.16 Documents Establishing the Conformity of the Goods to the Bidding Document

16.1 To establish the conformity of the Goods to the Bidding Document, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods and be supplied conform to the specified requirements.

16.1 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item-by-item description of the essential technical and performance characteristics of the Goods.

16.2 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Delivery and Completion Schedule , are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in Delivery and Completion Schedule of Supply.

IB.17 Documents Establishing the Qualification of the Bidder

17.1 The documentary evidence of the Bidder's qualifications to perform the contract, if its bid is accepted, shall establish to the Purchaser's satisfaction that the Bidder meets each of the qualification criterion specified in Bidding Documents.

17.2 If so required in the Bidding Data, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the appended form to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's country.

17.3 If so required in the Bidding Data, a Bidder that does not conduct business within the Purchaser's Country shall submit evidence that it will be represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

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IB.18 Bid Validity

18.1 Bids shall remain valid for the period stipulated in the Bidding Data after the Date of Bid Opening specified in Clause IB.27.

18.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Purchaser may request that the Bidders extend the period of validity for a specified additional period which shall in no case be more than the original bid validity period. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiting his Bid Security. A Bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his Bid Security for the period of the extension, and in compliance with Clause IB.19 in all respects.

IB.19 Bid Security

19.1 Each Bidder shall furnish, as part of his bid, a Bid Security in the amount stipulated in the Bidding Data in Pak Rupees or an equivalent amount in a freely convertible currency.

19.2 The Bid Security shall be, at the option of the Bidder, in the form of Deposit at Call or a Bank Guarantee issued by a Scheduled Bank in Pakistan or from a foreign bank duly counter guaranteed by a Scheduled Bank in Pakistan or an insurance company having atleast AA rating from PACRA/JCR in favour of the Purchaser valid for a period 28 days beyond the Bid Validity date.

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

19.4 The bid securities of unsuccessful Bidders will be returned as promptly as possible, but not later than 28 days after the expiration of the period of Bid Validity.

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

19.6 The Bid Security may be forfeited:

(a) if the Bidder withdraws his bid except as provided in Sub-Clause 26.1;

(b) if the Bidder does not accept the correction of his Bid Price pursuant to Sub-Clause 31.2 hereof; or

(c) In the case of successful Bidder, if he fails within the specified time limit to:

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(i) furnish the required Performance Security; or
(ii) sign the Contract Agreement.

IB.20 Alternate Proposals by Bidder

20.1 Should any Bidder consider that he can offer any advantages to the Purchaser by a modification to the designs, specifications or other conditions, he may, in addition to his bid to be submitted in strict compliance with the Bidding Documents, submit any Alternate Proposal(s) containing (a) relevant design calculations; (b) technical specifications; (c) proposed manufacturing methodology; and (d) any other relevant details / conditions, provided always that the total sum entered on the Form of Bid shall be that which represents complete compliance with the Bidding Documents.

20.2 Alternate Proposal(s), if any, of the lowest evaluated responsive Bidder only may be considered by the Purchaser as the basis for the award of Contract to such Bidder.

IB.21 Pre-Bid Meeting

21.1 The Purchaser may, on his own motion or at the request of any prospective Bidder(s), hold a pre-bid meeting to clarify issues and to answer any questions on matters related to the Bidding Documents. The date, time and venue of pre-bid meeting, if convened, is as stipulated in the Bidding Data. All prospective Bidders or their authorized representatives shall be invited to attend such a pre-bid meeting.

21.2 The Bidders are requested to submit questions, if any, in writing so as to reach the Purchaser not later than seven (7) days before the proposed pre-bid meeting.

21.3 Minutes of the pre-bid meeting, including the text of the questions raised and the replies given, will be transmitted without delay to all purchasers of the Bidding Documents. Any modification of the Bidding Documents listed in Sub-Clause 7.1 hereof which may become necessary as a result of the pre-bid meeting shall be made by the Purchaser exclusively through the issue of an Addendum pursuant to Clause IB.9 and not through the minutes of the pre-bid meeting.

21.4 Absence at the pre-bid meeting will not be a cause for disqualification of a Bidder.

IB.22 Format and Signing of Bid

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

22.2 All Appendices and Schedules to Bid are to be properly completed and signed.

22.3 No alteration is to be made in the Form of Bid nor in the Appendices and Schedules 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.

22.4 Each Bidder shall prepare by filling out the forms completely and without alterations one (1) original and number of copies, specified in the Bidding Data, of the documents comprising the bid as described in Clause IB.7 and clearly mark them "ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them, the original shall prevail.

22.5 The original and all copies of the bid shall be typed or written in indelible ink (in the case of copies, Photostats are also acceptable) and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder pursuant to Sub- Clauses 11.1(a) and 11.2 hereof. All pages of the bid shall be initialled and stamped by the person or persons signing the bid.

22.6 The bid shall contain no alterations, omissions or additions, except to comply with instructions issued by the Purchaser, or as are necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the bid.

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

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

D. SUBMISSION OF BIDS

IB.23 Sealing and Marking of Bids

23.1 Each Bidder shall submit his bid as under:

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

(b) The envelopes containing the ORIGINAL and copies will be put in one sealed envelope and addressed/identified as given in Sub- Clause 23.2 hereof.

23.2 The inner and outer envelopes shall:

(a) be addressed to the Purchaser at the address provided in the Bidding Data;

(b) bear the name and identification number of the Contract as defined in the Bidding Data; and

(c) provide a warning not to open before the time and date for bid opening, as specified in the Bidding Data.

23.3 In addition to the identification required in Sub- Clause 23.2 hereof, the inner envelope shall indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late" pursuant to Clause IB.25

23.4 If the outer envelope is not sealed and marked as above, the Purchaser will assume no responsibility for the misplacement or premature opening of the Bid.

IB.24 Deadline for Submission of Bids

24.1 (a) Bids must be received by the Purchaser at the address specified no later than the time and date stipulated in the Bidding Data.

(b) Bids with charges payable will not be accepted, nor will arrangements be undertaken to collect the bids from any delivery point other than that specified above. Bidders shall bear all expenses incurred in the preparation and delivery of bids. No claims will be entertained for refund of such expenses.

(c) Where delivery of a bid is by mail and the Bidder wishes to receive an acknowledgment of receipt of such bid, he shall make a request for such acknowledgment in a separate letter attached to but not included in the sealed bid package.

(d) Upon request, acknowledgment of receipt of bids will be provided to those making delivery in person or by messenger.

24.2 The Purchaser may, at his discretion, extend the deadline for submission of bids by issuing an amendment in accordance with Clause IB.9, in which case all rights and obligations of the Purchaser and the Bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

IB.25 Late Bids

25.1 (a) Any bid received by the Purchaser after the deadline for submission of bids prescribed in Clause IB.24 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.26 Modification, Substitution and Withdrawal of Bids

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

26.2 The modification, substitution, or notice for withdrawal of any bid shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause IB.23 with the outer and inner envelopes additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" as appropriate.

26.3 No bid may be modified by a Bidder after the deadline for submission of bids except in accordance with Sub-Clauses 26.1 and 31.2.

26.4 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.19.

E. BID OPENING AND EVALUATION

IB.27 Bid Opening

27.1 The Purchaser will open the bids, including withdrawals, substitution and modifications made pursuant to Clause IB.26, in the presence of Bidders' representatives who choose to attend, at the time, date and location stipulated in the Bidding Data. The Bidders' representatives who are present shall sign a register evidencing their attendance.

27.2 Envelopes marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause IB.26 shall not be opened.

27.3 The Bidder's name, total Bid Price and price of any Alternate Proposal(s), any discounts, bid modifications, substitution and withdrawals, the presence or absence of Bid Security, and such other details as the Purchaser may consider appropriate, will be announced by the Purchaser at the opening of bids.

27.4 Purchaser shall prepare minutes of the bid opening, including the information disclosed to those present in accordance with the Sub-Clause 27.3.

IB.28 Process to be Confidential

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

IB.29 Clarification of Bids

29.1 To assist in the examination, evaluation and comparison of bids, the Purchaser 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 Purchaser in the evaluation of the bids in accordance with Clause IB.32.

IB.30 Examination of Bids and Determination of Responsiveness

30.1 Prior to the detailed evaluation of bids, the Purchaser will determine whether each bid is substantially responsive to the requirements of the Bidding Documents.

30.2 A substantially responsive bid is one which (i) meets the eligibility criteria; (ii) has been properly signed; (iii) is accompanied by the required Bid Security; and (iv) conforms to all the terms, conditions and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one (i) which affect in any substantial way the scope, quality or performance of the Goods; (ii) which limits in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or (iii) adoption/rectification whereof would affect unfairly the competitive position of other Bidders presenting substantially responsive bids.

30.3 If a bid is not substantially responsive, it will be rejected by the Purchaser, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

IB.31 Correction of Errors

31.1 Bids determined to be substantially responsive will be checked by the Purchaser for any arithmetic errors. Errors will be corrected by the Purchaser 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 Purchaser 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.

31.2 The amount stated in the Form of Bid will be adjusted by the Purchaser in accordance with the above procedure for the correction of errors and with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected Bid Price, his Bid will be rejected, and the Bid Security shall be forfeited in accordance with Sub-Clause 19.6(b) hereof.

IB.32 Evaluation and Comparison of Bids

32.1 The Purchaser will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause IB.30.

32.2 In evaluating the Bids, the Purchaser 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.31;
(b) excluding Provisional Sums and the provision, if any, for contingencies; and
(c) making an appropriate adjustment for any other acceptable variation or deviation from specification or performance criteria

32.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.

32.4 If the Bid of the successful Bidder is seriously unbalanced in relation to the Purchaser's estimate of the cost of Goods to be delivered under the Contract, the Purchaser may require the Bidder to produce detailed price analyses for any or all items of the Price Schedules to demonstrate the internal consistency of those prices with the manufacturing methodology and schedule proposed. After evaluation of the price analyses, the Purchaser may require that the amount of the Performance Security set forth in Clause IB.37 be increased at the expense of the successful Bidder to a level sufficient to protect the

Purchaser against financial loss in the event of default of the successful bidder under the Contract.

IB.33 Post Qualification of the Bidder

33.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive Bid is qualified to perform the Contract satisfactorily.

33.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder.

33.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

F. AWARD OF CONTRACT

IB.34 Award

34.1 Subject to Clauses IB.35 and IB.39, the Purchaser will award the Contract to the Bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such Bidder has been determined to be eligible in accordance with the provisions of Clause IB.3 and qualify pursuant to Sub-Clause IB 33.2.

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

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

IB.35 Purchaser's Right to Accept any Bid and to Reject any or all Bids

35.1 Notwithstanding Clause IB.34, the Purchaser 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.

35.2 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods originally specified in Delivery and Completion Schedules, provided this does not exceed the percentages indicated in the Bidding Data, and without any change in the unit prices or other terms and conditions of the Bid and the Bidding Document.

IB.36 Notification of Award

36.1 Prior to expiration of the period of bid validity prescribed by the Purchaser, the Purchaser will notify the successful Bidder in writing ("Letter of Acceptance") that his Bid has been accepted. This letter shall name the sum which the Purchaser will pay the Contractor in consideration of the delivery of Goods by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called the "Contract Price").

36.2 No Negotiation with the Bidder having evaluated as lowest responsive or any other Bidder shall be permitted, however, Purchaser may seek clarification in writing to clarify any item in the bid evaluation report; and response of the Bidder shall also be in writing.

36.3 The notification of award and its acceptance by the Bidder will constitute the formation of the Contract, binding the Purchaser and the Bidder till signing of the formal Contract Agreement.

36.3 Upon furnishing by the successful Bidder of a Performance Security, the Purchaser will promptly notify the other Bidders that their Bids have been unsuccessful and return their bid securities.

IB.37 Performance Security

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

37.2 Failure of the successful Bidder to comply with the requirements of Sub-Clause IB.37.1 or Clauses IB.38 or IB.40 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

IB.38 Signing of Contract Agreement

38.1 Within 14 days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Purchaser will send the

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successful Bidder the Contract Agreement in the form provided in the Bidding Documents, incorporating all agreements between the parties.

38.2 The formal Agreement between the Purchaser and the successful Bidder shall be executed within 14 days of the receipt of the Contract Agreement by the successful Bidder from the Purchaser.

IB.39 General Performance of the Bidders

The Purchaser reserves the right to obtain information regarding performance of the bidders on their previously awarded contracts. The Purchaser may in case of consistent poor performance of any Bidder as reported by the purchasers of the previously awarded contracts, interalia, reject his bid and proceed in accordance with Rule 19 of the Publi Procurement Rules 2004 to 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 supply of Goods.

IB.40 Integrity Pact

The Bidder shall sign and stamp the Integrity Pact provided at Appendix-G to Bid in the Bidding Documents for all Federal Government procurement contracts exceeding Rupees ten million. Failure to provide such Integrity Pact shall make the bidder non-responsive.

IB.41 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.

IB.42 Margin of Preference

Unless otherwise specified in the Bidding Data, no margin of preference shall apply.
[Domestic Preference shall be applicable in case of International Competitive Bidding as per policy of the government, in accordance with the procedure given in the Bidding Data.]

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BIDDING DATA

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Bidding Data

Instructions to Bidders

Clause Reference

1.1 Name and address of the Purchaser & Summary of Engineering Goods to be procured:

Name and address of the Purchaser:

The Chairman,
Capital Development Authority, G-7/4, Islamabad

Summary of Engineering Goods to be procured:

Procurement of Containers, Fixtures, Furniture and 5Kva Solar System for Feeder Bus Terminals (EV Routes) and placement at the designated locations by the Employer.

1.2 Timeline for Supply of Goods:Name and address of the Purchaser:

One Month from the date of issuance of Notice to Commence

1.7 The bidding is open to National competition as per policy of the government

2.1 Source of Funding:

CDA Self Financing

3 Eligible Bidders

The text is deleted in its entirety and replaced with following:

This Invitation for Bids is open to all bidders registered on EPADs and meeting the following requirements.

a. Registered as a Supplier with Minimum of five years of experience in the relevant field. Certificate of Incorporation of firm with proof of being in this business.

b. Copies of active registration with Income Tax Department and Sale Tax Department should be enclosed with bid. Non submission of this document is liable to declare the bidder non responsive.

c. Not blacklisted by any procuring agency, the PPRA Authority or any other organisation/institution. An Affidavit on Judicial stamp paper worth Rs.100 regarding non-blacklisting/non litigation is to be provided at the time of bid submission.

d. Undertaking that non-performance has never occurred by the firm during the past 05-years. This undertaking shall be provided on PKR.1,000/- Non-Judicial stamp paper.

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8.1 Time limit for clarification:

The Purchaser will respond to any request for clarification which he receives 07 days earlier the bid submission deadline, the response of which will be uploaded on EPADs only.

9.2 Amendment of Bidding Document:

Text of IB 9.2 is deleted and replaced with the following:

Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub-Clause 7.1 hereof and shall be uploaded on EPADs only.

10.1 Bid language:

The language of the bid is **English**. All correspondence shall be in English language only.

11 Document Comprising the Bid

Text of IB 11 is deleted in its entirety and replaced with the following:

a) The Bid shall comprise of Technical Bid and the Price Bid which shall be submitted in the respective sections of EPADS, containing the documents listed hereunder. Each bidder shall furnish all the documents as specified hereunder.

i. The bidder to submit a technical proposal in sufficient detail to demonstrate the adequacy of the bid meeting requirements for timely delivery of Goods i.e supply of Goods/Equipment's.

ii. The Bidder shall submit with its Technical Bid the following documents:

(a) Letter of Technical Bid	
(b) Bid Security (IB.19)	
(c) Written confirmation authorizing the signatory of the Bid to commit the Bidder (IB.11.1a)	
(d) Method of Assuring Quality of Goods	Appendix-A to Bid
(e) List of Quality Control/Laboratory Equipment	Appendix-B to Bid
(f) List of Manufacturers	Appendix-C to Bid
(g) Organization Chart	Appendix-D to Bid
(h) Integrity Pact	Appendix-E to Bid
(i) Affidavit for Non-Blacklisting	Appendix-F to Bid
(j) Qualification and Experience	Appendix-G to Bid

iii. The Bidder shall submit with its Price Bid the following documents:

(a) Letter of Price Bid

(b) Duly Signed & Filled Price Bid by the authorized person

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12 Bid Prices:

Text of IB 12.3, 12.4 & 12.6 is deleted and replaced with the following:

Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole of the Works as described in Sub-Clause 1.1 hereof, based on percentage above (+) or below (-) on the provided rates and prices stated in Appendix-A.

The unit rates and total amount are provided for each item in the Bill of Quantities by the Employer. The bidder is required to offer premium above or below the total specified cost separately for schedule and non-schedule items at the place provided for the purpose in the summary of Bill of Quantities.

13.1 Currencies of Bid and Payment:

Bidders to quote entirely in Pak. rupees and payment will also be in Pak. Rupees.

14 Documents Establishing the Eligibility of the Bidder

Text of IB 14 is deleted in its entirety and replaced with the following:

The Bidder shall establish their eligibility in accordance with IB-3, IB-4 and Appendix-G (Qualification & Experience).

18.1 Period of Bid Validity: **120 Days**

19 Bid Security

19.1 Amount of Bid Security:

Amount of Bid Security is "As specified in tender Advertisement Notice".

Text of IB 19.2 is deleted and replaced with the following:

The Bid Security shall be, in the form of CDR issued by a Scheduled Bank in Pakistan in favor of DDO IMBS, CDA duly generated from firms own account valid for a period 28 days beyond the Bid Validity date. A **copy** of the Bid Security must be uploaded on the EPADS portal; however, the **original** Bid Security must be submitted to the office of Project Director (BRT), CDA, 1st Floor Room #06, IT Wing, Block No. III, CDA Headquarters, G-7/4, Islamabad, Pakistan, on the bid submission deadline. **Failure to do so will result in rejection of the bid**.

20 Alternate Proposal by Bidder

Text of IB 20 is deleted in its entirety and replaced with the following:

No Alternate Proposals are allowed.

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

No pre-bid meeting will be held. However, the bidders may seek clarification 7 days before the bid submission dead line.

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

Text of IB 22.4 and 22.5 is deleted in its entirety and replaced with the following:

Each Bidder shall prepare by filling out the forms completely and without Alterations. All pages of the bid shall be initialled and stamped by the person signing the bid.

No copies are required due to online submission on EPADS.

23 Sealing and Marking of Bids

The text of IB 23 is deleted in its entirety and replaced with the following;

The Bidder shall upload the scanned copy of Technical Proposal & Financial proposal through E-PADs on or before the the date and time mentioned in Tender Advertisement Notice. No hard submissions are allowed.

24.1(a) Deadline for submission of bids:

The text of IB 24.1 is deleted and replaced with the following;

The Bidder shall upload the scanned copy of Technical Proposal & Financial proposal through E-PADs on or before the the date and time mentioned in Tender Advertisement Notice. No hard submissions are allowed.

25 Late Bids

Text of IB 25 is deleted in its entirety

26 Modification, Substitution and Withdrawal of Bids

Text of IB 26.1, 26.2 & 26.3 is deleted in its entirety and replaced with the following:

For the purpose of Modifications and Withdrawal of bids, bidders are advised to be well versant with the procedure of E-PADs.

27.1 Venue, time, and date of Bid opening:

As mentioned in Tender Advertisement Notice.

35.2 Percentage increase or decrease shall not exceed 15%.

37.1 Performance Security

Text of IB 37.1 is deleted in its entirety and replaced with the following:

The successful Bidder shall furnish to the Purchaser a Performance Security within a period of 14 days after the receipt of Letter of Acceptance equal to an amount of 10% of the Contract Price or as stated in the letter of acceptance. Such Security shall be in form of unconditional, irrevocable Bank Guarantee from any Schedule Bank of Pakistan acceptable to the Purchaser and in favour of Purchaser valid for a period till 28 days after the date of issue of Maintenance Certificate.

In case of total bid amount less than 10% below the NIT amount the bidder shall submit additional call deposit as performance security equal to the difference between NIT amount and total quoted amount less than 10% of NIT amount. This call deposit shall be in addition to the earnest money for the work and shall be deposited at the time of submission of bid. Bid having the rates below 10% of NIT without additional call deposit will be rejected.

Letters of Technical Bid
And
Appendices to Bid

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Letter of Technical Bid

Date: ....

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

To:

Project Director (BRT)
Capital Development Authority (CDA)
Room No. 06, 1st Floor IT Wing Block-III,
Khayaban-e Suharwardy
G-7/4, Islamabad

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (IB) 9;

(b) 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 .... days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(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. 20 (if applicable).

(f) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, has not been declared ineligible by the Purchaser;

(g) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from the following eligible countries ____________________________;

(h) We agree to permit Purchaser or its representative to inspect our

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accounts and records and other documents relating to the bid submission and to have them audited by auditors. This permission is extended for verification of any information provided in our Technical Bid which comprises all documents enclosed herewith in accordance with IB.11 of the Bidding Data.

Name ....

In the capacity of ....

Signed ....

....

Duly authorized to sign the Bid for and on behalf of ....

Date ....

Address...

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Letter of Price Bid

(Refer to Volume-II of Bidding Documents)

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Appendix-A to Bid

METHOD OF ASSURING QUALITY OF GOODS

[The Bidder is required to submit a narrative outlining the method of assuring quality of Goods. The narrative should indicate in detail and include but not be limited to:

1. Organization Chart indicating head office and field office personnel involved in quality assurance.

2. Mobilization in Pakistan, the type of facilities including personnel accommodation, office accommodation, provision for maintenance and for storage, communications, security and other services to be used.

3. The procedures for transportation of Goods to delivery site.]

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LIST OF QUALITY CONTROL/LABORATORY EQUIPMENTS

[The Bidder will provide on Sheet 2 of this Appendix a list of all equipment and related items, under separate heading for items owned, to be purchased or to be arranged on lease by him to carry out the quality control tests. The information shall include make, type, capacity, and anticipated period of utilization for all equipment which shall be in sufficient detail to demonstrate fully that the equipment will meet all requirements of the Specifications.]

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Appendix-B to Bid
Sheet 2 of 2

LIST OF QUALITY CONTROL/LABORATORY EQUIPMENTS

Owned Purchased or Leased	Description of Unit (Make, Model, Year)	Purpose of Utilization	Condition	Present Location or Source	Date of Availability	Period of Utilization
1	2	3	4	5	6	7
a. Owned						
b. To be Purchased						
c. To be arranged on Lease						

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Appendix-C to Bid

LIST OF MANUFACTURERS/SUPPLIERS

I/We intend to supply Goods form the following manufactures for supply of Goods. In my/our opinion, the manufacturers named hereunder are reliable and competent to supply of Goods for which each is listed.

Enclosed are documentation outlining experience of manufacturers, the curriculum vitae and experience of their key personnel who will be assigned to the Contract, Goods to be supplied or transportation to be done, size, location and type of contracts performed in the past.

Description of Goods (Give Details)	Manufacturers (With Complete Address)
1	2

Note:

In case, the Bidder is itself either manufacturer or transporter or both, the above table should be filled and requisite documentation be submitted accordingly.

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ORGANIZATION CHART
FOR THE
SUPERVISORY STAFF AND LABOUR

[The Bidder shall provide organization charts for: (a) procurement of Goods from its source, (b) transportation of Goods from source (Ware House) to delivery point, and (c) the staff to deal with the contractual and other related matters with the Purchaser]

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(INTEGRITY PACT)

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

Contract No.______________ Dated ________________
Contract Value: *[To be filled in at the time of signing of Contract]*
Contract Title: ______________

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

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

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

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

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

Name of Buyer: .... Name of Seller/Supplier: ....
Signature: .... Signature: ....
[Seal] **[Seal]**

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Appendix-F to Bid

FORMAT FOR AFFIDAVIT FOR NON-BLACK LISTING
(ON NON-JUDICIAL STAMP PAPER WORTH RS.100/-)

I,______________________, S/o________________, holding CNIC No. / Passport Number________________, R/o________________, do hereby solemnly affirm and state as under:

1. That I am the **Authorized Representative** of__________________(Insert name of Supplier/Bidder), and am well conversant with the affairs of the bidder.

2. That the Supplier/Bidder has submitted a bid in response to the Tender for the Project **"Procurement of Containers, Fixtures, Furniture and 5KVA Solar System for Feeder Bus Terminals (EV Routes)"**

3. That the Supplier/Bidder is never black listed in the record of any of the government organizations/books and not barred by any law, contract or any litigation from becoming privy to such assignments/projects.

4. That whatever stated above is true and correct to the best of my knowledge and belief and nothing has been concealed thereof.

Given these presents duly executed at Islamabad on this day of_____2025.

DEPONENT

Signature ________________

Name: _________________

CNIC No and/or Passport No.: ______________

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Appendix-G to Bid

Qualification and Experience

1 ***Mandatory Requirements:**

S. No	Description	Marks	Eligibility
1	Minimum of five years of experience in the relevant field. Certificate of Incorporation of firm with any proof of being in this business	Nil	Mandatory
2	Copies of active registration with Income Tax Department and Sale Tax Department should be enclosed with bid. Non submission of this document is liable to declare the bidder non responsive.	Nil	Mandatory
3	Undertaking that non-performance has never occurred by the firm during the past 05-years. This undertaking shall be provided on PKR.100/- Non-Judicial stamp paper.	Nil	Mandatory
4	Undertaking regarding non-blacklisting of Firm on PKR.100/- Non-Judicial stamp paper.	Nil	Mandatory

***The Bidder must meet the Mandatory Requirement to be declared responsive.**

Form for Bidder Information

1	Name of Firm	
2	Head Office Address	
3	Telephone	Contact Person: Name: Title:
4	Fax	Telex
5	Place of incorporation/Registration	Year of incorporation/ registration

2 Detailed Qualification Criteria & Requirements

The Supplier/Bidder to be substantially responsive must score at least 60 marks overall and minimum 50 % score in each category as specified below:

Sr. No.	Category	Weightage/Marks	Minimum Required Score
1.	Working Experience	60	30
3.	Financial Soundness	40	20
Total:		**100**	**50**

a) <u>Experience (60-Marks)</u>

Sr. No.	Description	Marks Assigned	Explanation for Marks	**Documentation Submission Requirements
a)	Projects of similar nature and complexity completed by the bidder/supplier of worth at-least 15 million or above during last 05 years; 3-Projects @15-marks each	45	Marks will only be given for contracts executed with Government departments, Autonomous/Semi-Autonomous bodies of providing similar goods/equipment's	The supplier/bidder shall provide attested copies of completion certificate as per Schedule-A to Bid, reference letter from client and letter of award.
b)	Projects of similar nature and complexity in hand of worth at-least 15 million or above; 01-Project @15-marks	15	Marks will only be given for contracts in hand related to Government departments, Autonomous/Semi-Autonomous bodies of providing similar goods/equipment's	The supplier/bidder shall provide attested copies of letter of award/acceptance/commencement.
Total Marks Allocated			60 Marks	

Note: ***No marks shall be given without documentary evidence such as completion certificate, reference letter from client and letter of award.***

b) Financial Soundness (30 Marks)

Sr. No.	Description	Marks Assigned	Criteria for Marks	Documentation Submission Requirements
a)	Average Annual Turnover	20	Full Marks are given if the average annual turnover for last three (03) years is equal to or more than 20.00 Million (or equivalent amount) For average annual turnover less than 20.00 Million, following formula will be applicable: **(A/20) x 20** where A= Available Bank Credit Limit For average annual turnover less than 10.00 Million, no marks will be awarded.	Annual Audit Report of last three years duly certified from Chartered Accountant. The details not supported with the Audited financial statements and/or Income Tax returns for the last three (03) years shall led to complete deduction of marks in this category.
b)	Average Working Capital of last three (03) financial year	20	20 Marks are given if the available average working capital of last financial year is equal to or more than PKR 15.00 Million. For the average working capital less than PKR 15.00 Million following formula will be applicable: **(A/15) x 20** where A= Average working capital of last three financial year. For average working capital less than PKR 8.00 Million no marks will be awarded	*Duly Filled Schedule-B to bid is also required.* ***Note**: No marks if Annual Audit Report of last three years duly certified from Chartered Accountant is not attached*
		Total Marks Allocated	**40**	

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SCHEDULES TO BID

Schedule-A

SUPPLIER/BIDDER EXPERIENCE

Using this format below, provide information about your firm specific experience of related business which will be relevant to the requirements of this Bidding Document. Please ensure that these are verifiable so please **attach award/completion certificates issued by the corresponding Employer(s)/Purchaser(s).**

Contract for the Major Items			
Contract Identification			
Award Date		**Completion Date**	
Role in Contract	❑ Contractor	❑ Joint Venture	❑ Subcontractor
Total Contract Amount			
If partner in a Joint Venture or subcontractor, specify participation of total contract amount	**Percent of Total**	**Amount**	
Employer's name Address Telephone number Fax number E-mail			
Description of the Major Items in Accordance with (Evaluation and Qualification Criteria)			

Letter of Acceptance/Award and Completion certificates of each work are mandatory to be attached. Where necessary, also provide the estimate/TOR of awarded project, depicting scope of work, to assess its similarity with the project.

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Schedule-B

FINANCIAL CAPABILITY

Each Bidder must fill out this form.

YEAR	Turnover (In Actual Currency)	Equivalent Rupees in Million
2022-23		
2023-24		
2024-25		
Average Annual Turnover:		

INFORMATION FROM BALANCE SHEET

Total Assets (TA)			
Total Liabilities (TL)			
Net Worth = TA-TL			
Current Assets (CA)			
Current Liabilities (CL)			
Working Capital = CA - CL			

INFORMATION FROM INCOME STATEMENT

Total Revenues			
Profits Before Taxes			
Profits After Taxes			

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D.D.

Schedule-C

Manufacturer's Authorization

Date: ____________________

Bid Reference No.: ____________________

Invitation for Bid No.: ____________________

To:____

WHEREAS______________________________________ who are official manufacturers of ______________________________ having factories at ______________________________ do hereby authorize ______________________________ to submit a Bid in relation to the Invitation for Bids indicated above, the purpose of which is to provide the following Goods, manufactured by us ____________________ and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm in reply to this Invitation for Bids

Name ____

In the capacity of: ____________________________________

Signed ____

Duly authorized to sign the Authorization for and on behalf of ____________________

Date

____

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Schedule-D

List of Engineering Goods to be supplied

S#	Description	Qty
1	Supply of fabricated shipping container for office use having size of 40 x 10 ft including 5 x 4 ft washroom built in facility consisting of 2mm thick 04 No's aluminum sliding windows 3 x 3 ft, doors and partition with frames 7ft including mineral fiber ceiling, heavy-duty PVC floor matting, WPC wall paneling, air condition invertor type (Midea 2 ton) wall mounted 02 No's, electric wall bracket fans 04 no's, ceiling lights 2 x 2 ft 8 no's, 02 No exhaust fans industrial plug with complete fitting/ fixture and wring as per requirement and instruction of engineer incharge.	2 No
2	Supply of fabricated shipping container for office use having size of 20 x 10 ft consisting of 2mm thick 02 No's aluminum sliding windows 3 x 3 ft, doors and partition with frames 7ft including mineral fiber ceiling, heavy-duty PVC floor matting, WPC wall paneling, air condition invertor type (Midea 1.5 ton) wall mounted 02 No's, electric wall bracket fans 03 no's, ceiling lights 2 x 2 ft 6 no's, 02 No exhaust fans industrial plug with complete fitting/ fixture and wring as per requirement and instruction of engineer incharge.	3 No
3	Supply of office furniture for 40 Feet container consisting of executive table with chair 01 No, work station table with chairs 02 No's, SS visitor chairs 8 No's and office wooden lamination wardrobe 4 x 8 ft 2ft deep and office file racks 3 shelf 03 No's.	2 No
4	Supply of office furniture for 20 Feet container consisting of work station table with chairs 03 No's, SS visitor chairs 6 No's and office wooden lamination wardrobe 4 x 8 ft 2ft deep and office file racks 3 shelf 03 No's.	3 No
5	Supply and installation of Air Condition (1.5 Tons Midea) wall mounted invertor type MSAGC-18HRFN1, capacity 18000-BTU/HR, Refrigerent: R-410A power supply: 220-240V/1-PH/50HZ conplete in all respect and per instruction of engineer incharge.	7 No
6	Supply of MS wall bracket Fan sweep 24 inch coper winded (black colour) best quality.	7 No
7	Water Despenser with mini fridge. (Midas, orient)	5 No
8	Internet (CPE) installation	5 No

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9	Solar System hybrid 5 KVA with Tubller Battery consisting of 580 Watt solar panels (Jinko N-Type BI-facial PV Mono perc Hallf cut) A grade Tier-1, IES 61215, IES 61730 & UL 1703, 12 year manufacturing & 30 year efficiency warranty, Iverex hybrid 5kva with 5 year warranty, DC cable 4/6mm2 1000V tin coated pure copper heat proof (imported), accessories – breakers, MC4 connector, UPVC pipes, ducting, nuts/bolts & flexible pipes etc, DC Earthing along with lightening arrestor and customized structure complete in respect as per instruction of the engineer incharge.	5 No
10	CCTV System including NVR 1 no, Camera 4mp 2 No's and port POE switch.	5 No

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Schedule-E

Delivery and Completion Schedule

The delivery period shall start as of the date of issuance of Letter of Acceptance. This date will be marked as **"T"** and delivery of below mentioned goods will be calculated w.r.t this date.

Item No.	Description of Goods	Delivery Schedule (Duration)	Location	Required Arrival Date of Goods
1	Container Size 10'x40'	15 Days	Khana Pul	T + 15 days
2	Container Size 10'x20'	15 Days	Bari Imam	T + 15 days
3	Container Size 10'x40'	15 Days	PIMS	T + 15 days
4	Container Size 10'x20'	15 Days	Police Foundation	T + 15 days
5	Container Size 10'x20'	15 Days	Golra Morr	T + 15 days
6	Fixing of Fixtures as per the BOQ complete in all respect to the satisfaction of the Engineer In-Charge	10 Days	At indicated locations for items at Serial No. 01 to 05	T + 25 days

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Schedule F

Inspection and Tests to be carried out

1. General Inspection Framework (Applies to All Items)

Before item-specific tests, all goods procured should undergo the following **general inspections**:

Inspection Type	Purpose	Checks
Pre-Dispatch / Factory Inspection	Verify goods meet technical specs before shipment.	Dimensional checks, visual inspection, document verification.
Packing & Marking Inspection	Ensure packaging is suitable for transport and handling.	Labeling, protective wrapping, loading method.
Visual Inspection	Detect visible defects, damages, or non-conformities.	Scratches, dents, rust, deformation.
Documentation Review	Confirm compliance with contract & standards.	Test certificates, manuals, warranty, conformity certificates.

2. Containers

Inspection/Tests	Purpose / Criteria
Visual Inspection	Check for dents, rust, holes, corrosion, structural deformation.
Dimensional Check	Verify external and internal dimensions as per design (e.g., 20', 40').
Door Function Test	Ensure doors, hinges, and locking mechanisms work smoothly.
Water Tightness Test (Rain Test)	Ensure no water ingress.

3. Furniture

Inspection/Tests	Purpose / Criteria
Visual & Dimensional Check	Verify dimensions, design conformity, and surface finish.
Material & Finish Inspection	Confirm wood, metal, or composite materials are as specified.
Joinery & Assembly Test	Check screw joints, welds, and adhesives.
Load/Strength Test	Chair seat/back static load, table top load test.
Stability Test	Ensure no tipping or imbalance.
Surface Quality Test	Check for scratches, stains, and uniform coating.

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4. Air Conditioners (AC Units)

Inspection/Tests	Purpose / Criteria
Visual Inspection	Verify unit is damage-free, properly labeled, and sealed.
Electrical Safety Test	Check insulation resistance, earthing continuity, and leakage current.
Performance Test (Cooling/Heating Capacity)	Confirm rated cooling/heating output.
Refrigerant Leak Test	Ensure system is leak-free.
Noise & Vibration Test	Confirm compliance with acceptable dB levels.
Pressure Test	Verify refrigerant circuit strength and integrity.
Functional Test	Run test to verify compressor, fan, thermostat, and control operation.

5. Solar System (5KVA)

- **Pre-Commissioning (Visual & Design Verification)**

Test / Inspection	Description	Acceptance Criteria / Notes
System design check	Confirm 5 kVA capacity, voltage levels, and wiring diagram	Matches approved single-line diagram (SLD)
Component verification	Check PV modules, inverter, batteries, breakers, fuses, cables	All ratings and makes per design
Mechanical installation	Verify panel mounting structure alignment, tilt angle, fasteners	Firm, corrosion-free, correct orientation
Earthing & lightning protection	Check earthing pit, conductors, SPD installed	Earth resistance < 5 Ω
Cable routing	Verify proper conduit, labeling, cable lugging	No sharp bends, properly terminated

6. Documentation & Handover (for Items at Serial No. 2 to 5 above)

i. As-built drawings (SLD, layout)
ii. Test reports for all above checks
iii. Warranty certificates (modules, inverter, battery)
iv. Operation & Maintenance (O&M) manual
v. Commissioning certificate signed by Supplier/Bidder.

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STANDARD FORMS

BID SECURITY
PERFORMANCE SECURITY
CONTRACT AGREEMENT
ADVANCE PAYMENT SECURITY

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FORM OF BID SECURITY
(Bank Guarantee)

Security Executed on ________________________________
(Date)

Name of Surety (Bank) with Address: ____________________
(Scheduled Bank in Pakistan)

Name of Principal (Bidder) with Address ____________________

____

Penal Sum of Security Rupees . ________________(Rs. ________________)

Bid Reference No. ________________________________

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal (Bidder) we, the Surety above named, are held and firmly bound unto ________________________________ (hereinafter called the 'Purchaser') in the sum stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

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

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

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

(2) that the Bid Security of unsuccessful Bidders will be returned by the Purchaser 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 and furnish the required Performance Security, the entire said sum be paid immediately to the said Purchaser pursuant to Clause 19.6 of the Instruction to Bidders for the successful Bidder's failure to perform.

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NOW THEREFORE, if the successful Bidder shall, within the period specified therefor, on the prescribed form presented to him for signature enter into a formal Contract with the said Purchaser 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 Purchaser 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 Purchaser the said sum upon first written demand of the Purchaser (without cavil or argument) and without requiring the Purchaser to prove or to show grounds or reasons for such demand, notice of which shall be sent by the Purchaser by registered post duly addressed to the Surety at its address given above.

PROVIDED ALSO THAT the Purchaser 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 Purchaser forthwith and without any reference to the Principal (Bidder) or any other person.

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

SURETY (Bank)

WITNESS:

Signature ____________________

1. ____________________

Name ____________________

____

Title ____________________

Corporate Secretary (Seal)

Corporate Guarantor (Seal)

2. ____________________

____

Name, Title & Address

NOT APPLICABLE

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FORM OF PERFORMANCE SECURITY
(Bank Guarantee)

Guarantee No.____________________
Executed on ____________________
Expiry date
____

[Letter by the Guarantor to the Purchaser]

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

Name of Principal (Supplier/Contractor) with address:____________________________________
____

Penal Sum of Security (express in words and figures)______________________________
____

Letter of Acceptance No. ________________________________Dated ______________

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

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

__________________________________ (Name of Project).

NOW THEREFORE, if the Principal (Supplier/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 Purchaser, 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 28, Warrenty, of Conditions of Contract are fulfilled.

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Our total liability under this Guarantee is limited to the sum stated above and it is a condition of any liability attaching to us under this Guarantee that the claim for payment in writing shall be received by us within the validity period of this Guarantee, failing which we shall be discharged of our liability, if any, under this Guarantee.

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

PROVIDED ALSO THAT the Purchaser 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 Purchaser forthwith and without any reference to the Principal or any other person.

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

Guarantor (Bank)

Witness:

1. ______________________

____
Corporate Secretary (Seal)

Signature ______________

Name ______________

Title ______________

2. ______________________

____
Name, Title & Address

____
Corporate Guarantor (Seal)

FORM OF CONTRACT AGREEMENT

THIS AGREEMENT made on the ________ day of ________________________, _20____, between ________________________________ of ________________________ (hereinafter "the Purchaser"), of the one part, and ________________________________ of ________________________ (hereinafter called "the Supplier"), of the other part:

WHEREAS the Purchaser invited bids for certain Goods viz., ____ and has accepted a Bid by the Supplier for the supply of those Goods in the sum of ________________________________ (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 hereinafter referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

   (a) the Purchaser's Notification to the Supplier of Award of Contract (Letter of Acceptance);
   (b) the Form of Bid and the Price Schedules submitted by the Supplier;
   (c) the Particular Conditions of Contract; Part-II
   (d) the General Conditions of Contract; Part-I
   (e) the Schedule to Bid (other than Price Schedule);
   (f) Appendices to Bid;
   (g) Specifications;
   (h) Drawings; and
   (i) Any other Item

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.

3. In consideration of the payments to be made by the Purchaser to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods 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 the parties hereto have caused this Agreement to be executed in accordance with the laws of ________________________ on the day, month and year indicated above.

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Signature of the Supplier
Purchaser

Signature of the

____

____
(Seal)

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

Witness

____

____
(Name, Title and Address)
Address)

(Name, Title and

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Form of Advance Payment Security

Date: ______________________________

Contract Name and No. :_______________
____

To: ____

In accordance with the payment provision included in the Contract, in relation to advance payments, ______________________________ (hereinafter called "the Supplier") shall deposit with the Purchaser a security consisting of ____________________, to guarantee its proper and faithful performance of the obligations imposed by said Clause of the Contract, in the amount of ____________________.

We, the undersigned ____, legally domiciled in ____ (hereinafter "the Guarantor"), as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligor and not as surety merely, the payment to the Purchaser on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding ______________________________
____.

This security shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until ______________________________, __________.

NOT APPLICABLE

Name ____

In the capacity of ____

Signed ____

Duly authorized to sign the security for and on behalf of ______________________

Date
____

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General Conditions of Contract

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General Conditions of Contract

Table of Contents

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1. **Definitions**

1.1 The following words and expressions shall have the meanings hereby assigned to them:

(a) "Contract" means the Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, schedules and all documents incorporated by reference therein.

(b) "Contract Documents" means the documents listed in the Agreement, including any amendments thereto.

(c) "Contract Price" means the price payable to the Supplier as specified in the Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.

(d) "Day" means calendar day.

(e) "Delivery" means the transfer of the Goods from the Supplier to the Purchaser in accordance with the terms and conditions set forth in the Contract.

(f) "Completion" means the fulfillment of the supply of Goods by the Supplier in accordance with the terms and conditions set forth in the Contract.

(g) "Eligible Countries" means the countries as per Appendix-A.

(h) "GCC" means the General Conditions of Contract.

(i) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.

(j) "Purchaser's Country" is the country specified in the Particular Conditions of Contract (PCC).

(k) The "Purchaser" means the Employer who is the entity purchasing the Goods, as specified in the PCC, and includes the legal successors or assigns of the Purchaser.

(l) "PCC" means the Particular Conditions of Contract.

(m) "Subcontractor" means any natural person, private or government entity or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied is

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subcontracted by the Supplier.

(n) "Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Supplier.

(o)"The Site," where applicable, means the place named in the PCC.

2. Contract Document

Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

3. Corrupt and Fraudulent Practices

3.1

(a) For the purposes of this provision, the term "Corrupt and Fraudulent Practices" includes the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official or the supplier or contractor in the procurement process or in contract execution to the detriment of the procuring agencies; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty.

(b) The Purchaser will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt and fraudulent practices in competing for the Contract.

3.2 The Supplier shall permit the Purchaser to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Purchaser, if so required by the Purchaser.

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4. Interpretation

4.1 If the context so requires it, singular means plural and vice versa where the context requires.

4.2 Incoterms

The meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms.

(a) EXW, CIF, DDP, and other similar terms, shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce at the date of the Invitation for Bids or as specified in the PCC.

4.3 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.

4.4 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.5 Nonwaiver

(a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

(b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.6 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

5. Language

5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the PCC. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the PCC, in which case, for purposes of interpretation of the Contract, this translation shall govern.

5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

6. Joint Venture, Consortium or Association

6.1 Unless otherwise specified in the PCC, if the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.

7. Eligibility

7.1 The Supplier and its Subcontractors shall have the nationality of an Eligible Country in case of International Competitive Bidding but only of Pakistan in case National Competitive Bidding. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted or incorporated, and operates in conformity with the provisions of the laws of that country.

7.2 All Goods to be supplied under the Contract and financed by the Purchaser shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or

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assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components.

8. Notices	8.1	Any Notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the PCC. The term "in writing" means communicated in written form with proof of receipt.
	8.2	A Notice shall be effective when delivered or on the Notice's effective date, whichever is later.
9. Governing Law	9.1	The Contract shall be governed by and interpreted in accordance with the laws of the Purchaser's country, unless otherwise specified in the PCC.
10. Settlement of Disputes	10.1	The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
	10.2	If the parties fail to resolve such a dispute or difference by mutual consultation within twenty-eight (28) days from the commencement of such consultation, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the PCC.
11. Scope of Supply	11.1	Subject to the PCC, the Goods to be supplied shall be as specified in Schedules to Bid.
	11.2	Unless otherwise stipulated in the Contract, the Scope of Supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery and Completion of the Goods as if such items were expressly mentioned in the Contract.
12. Delivery	12.1	Subject to GCC Sub-Clause 33.1, the Delivery of the Goods shall be in accordance with the Delivery and Completion Schedule specified in the Schedules to Bid. The details of shipping and other documents to be furnished by the Supplier are specified in the PCC.
13. Supplier's Responsibilities	13.1	The Supplier shall supply all the Goods included in the Scope of Supply in accordance with GCC Clause 11, and the Delivery and Completion Schedule, as per GCC Clause 12.

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14. Purchaser's Responsibilities	14.1	Whenever the supply of Goods requires that the Supplier obtain permits, approvals, and import and other licenses from local public authorities, the Purchaser shall, if so required by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.
	14.2	The Purchaser shall afford all costs involved in the performance of its responsibilities, in accordance with GCC Sub-Clause 14.1.
15. Contract Price	15.1	The Contract Price shall be as specified in the Agreement subject to any additions and adjustments thereto, or deductions therefrom, as may be made pursuant to the Contract.
	15.2	Prices charged by the Supplier for the Goods delivered under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized as per the formula if given in GCC Sub-Clause 15.3.
	15.3	*[The Purchaser should develop the formula and other factors for Price Adjustment based on the principle of Clause 70.1 of PEC Bidding Documents for Civil Works and Standard Procedure and Formulae for Price Adjustment prepared by PEC, with following modifications:*

i. Adjustable material would be those raw materials used for manufacturing of specific Goods Items on which, in opinion of the Purchaser, the price adjustment is payable. However, the Purchaser shall calculate, to make project specific price adjustment formula, the appropriate weightages of major raw materials as per the PEC standard documents mentioned above.

ii. In case of adjustable materials and labor, the current price indices shall be 42 days prior to date of Goods transport [or any other appropriate period may be incorporated by the Purchaser representing the mid-point of the period of manufacture], while in case of POL, the current price indices shall be 15 days [or any other reasonable period may be incorporated by the Purchaser] before the date of Goods transport.

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iii. Source for indices:

a. For Local Manufactured Items;
PICC cost data or any other credible source to be mentioned in bidding documents, failing which to be agreed between parties before signing the Contract.

b. For Foreign Manufactured Items;
London Metal Exchange (LME) Rate]

OR

[The Purchaser shall state "This is a Fixed Price Contract" in case the Price Adjustment is not applicable for lesser time of delivery or smaller quantities of Goods to be supplied.]

16. Terms of Payment

16.1 The Contract Price shall be paid as specified in the PCC.

16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered by the documents submitted pursuant to GCC Clause 12 and upon fulfillment of all the obligations stipulated in the Contract.

16.3 Payments shall be made promptly by the Purchaser, no later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and the Purchaser has accepted it.

16.4 The currency or currencies in which payments shall be made to the Supplier under this Contract shall be specified in the PCC.

17. Taxes and Duties

17.1 For Goods supplied from outside the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's Country.

17.2 For Goods supplied from within the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser's Country, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such

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tax savings to the maximum allowable extent.

18. Performance Security

18.1 The Supplier shall, within twenty-eight (28) days of the notification of Contract award, provide a Performance Security for the due performance of the Contract in the amounts and currencies specified in the PCC.

18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

18.3 The Performance Security shall be denominated in the currencies of the Contract, or in a freely convertible currency acceptable to the Purchaser, and shall be in one of the forms stipulated by the Purchaser in the PCC, or in another form acceptable to the Purchaser.

18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the PCC.

19. Copyright

19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

20. Confidential Information

20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.

20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the Contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, required for the performance of the Contract.

20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:

(a) the Purchaser or Supplier need to share with the purchaser or other institutions participating in the financing of the Contract;

(b) now or hereafter enters the public domain through no fault of that party;

(c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or

(d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

21. Subcontracting

The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the Bid. Subcontracting shall in no event relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

21.1 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

22. Specifications and Standards

22.1 Technical Specifications and Drawings

(a) The Supplier shall ensure that the Goods comply with the technical specifications and other provisions of the Contract.

(b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.

(c) The Goods supplied under this Contract shall conform to the standards mentioned in the Schedules to Bid and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods.

22.2 Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedules to Bid. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

23. Packing and Documents

23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination of the Goods and the absence of heavy handling facilities at all points in transit.

23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the PCC, and in any other instructions ordered by the Purchaser.

24. Insurance

24.1 Unless otherwise specified in the PCC, the Goods supplied under the Contract shall be fully insured, in a freely convertible currency from an eligible country, against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the PCC.

25. Transportation

25.1 Unless otherwise specified in the PCC, obligations for transportation of the Goods shall be in accordance with the Incoterms specified in the Schedules A and B to Bid.

26. Inspections and Tests

26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and /or inspections of the Goods as are specified in the Schedules to Bid.

26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the final destination of the Goods, or in another place in the Purchaser's country as specified in the PCC. Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications, codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery

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Dates and Completion Dates and the other obligations so affected.

26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.

26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.

26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

27. Liquidated Damages

27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the PCC of the Contract Price for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the PCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.

28. Warranty

28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

28.2 Subject to GCC Sub-Clause 22.1, the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

28.3 Unless otherwise specified in the PCC, the warranty shall remain valid for twelve (12) months after the

Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the PCC, or for eighteen (18) months after the date of shipment or loading in the country of origin, whichever period concludes earlier.

28.4 The Purchaser shall give Notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.

28.5 Upon receipt of such Notice, the Supplier shall, within the period specified in the PCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.

28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the PCC, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

29. Patent Indemnity

29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

(a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and

(b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

29.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

29.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

30. Limitation of Liability

30.1 Except in cases of gross negligence or willful misconduct :

(a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay

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liquidated damages to the Purchaser; and

(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the PCC, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Supplier to indemnify the Purchaser with respect to patent infringement.

31. Change in Laws and Regulations

31.1 Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser's country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

32. Force Majeure

32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

32.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract

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as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

33. Change Orders and Contract Amendments

33.1 The Purchaser may at any time order the Supplier through Notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

(a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;

(b) the method of shipment or packing;

(c) the place of delivery; and

(d) Any other

33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.

34. Extensions of Time

34.1 If at any time during performance of the Contract, the Supplier or its Subcontractors should encounter conditions impeding timely delivery of the Goods pursuant to GCC Clause 12, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 27, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

35. Termination

35.1 Termination for Default

(a) The Purchaser, without prejudice to any other remedy for breach of Contract, by Notice of

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default sent to the Supplier, may terminate the Contract in whole or in part:

(i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34; or

(ii) if the Supplier fails to perform any other obligation under the Contract.

(b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods. However, the Supplier shall continue performance of the Contract to the extent not terminated.

(c) if the Supplier, in the judgment of the Purchaser has engaged in corrupt and fraudulent practices, as defined in GCC Clause 3, in competing for or in executing the Contract.

35.2 Termination for Insolvency

The Purchaser may at any time terminate the Contract by giving Notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

35.3 Termination for Convenience

(a) The Purchaser, by Notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

(b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the

Supplier's receipt of the Notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

(i) To have any portion completed and delivered at the Contract terms and prices; and/or

(ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.

36. Assignment

36.1 The Supplier shall not assign, in whole or in part, its obligations under this Contract, except with prior written consent of the Purchaser.

Particular Conditions of Contract

Particular Conditions of Contract

The following Particular Conditions of Contract (PCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

The word **"The Purchaser"** is synonymous with **"The Employer"** wherever appearing in the Bidding Document.

GCC Sub Clause 1.1(j)

The Purchaser's country is Islamic Republic of Pakistan.

GCC Sub Clause 1.1(k)

The Purchaser is: Chairman, Capital Development Authority.

Name and address of Engineer's/Employer's representative

Member (P&D), CDA will act as "The Engineer" i.e. 'Employer's Representative' in this project.

and Project Director (BRT) will act as "The Engineer's representative",
1st Floor, Room # 06, IT Wing, Block III, Capital Development Authority G-7/4 Islamabad.

GCC Sub Clause 1.1 (o)

The Site is: *The locations mentioned in Schedule of Delivery.*

GCC Sub Clause 2

The text of sub-clause 2 is deleted and replaced with the following;

The priority of the Contract document shall be:

(a) The Contract Agreement
(b) Letter of Acceptance
(c) Addenda (if any)
(d) Particular Conditions of Contract
(e) General Conditions of Contract
(f) The completed Schedules to Bid including Schedule of Prices
(g) The completed Appendices to Bid
(h) Bidding Document

GCC Sub Clause 4.2 (b)

The version of Incoterms shall be that prevailing on the date of Invitation for Bids.

GCC Sub Clause 5.1

The language shall be: English.

GCC Sub Clause 6.1

No Joint Ventures are allowed.

GCC Sub Clause 7.1 and 7.2

The procurement is based on National Competitive Bidding.

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GCC Sub Clause 8.1

For **notices**, the Purchaser's address shall be:
Attention: Qazi Muhammad Omar
Address: Room No. 06, 1st Floor IT Wing, Block-3 CDA Secretariat
City: Islamabad
Country: Pakistan

For **notices**, the Purchaser's address shall be:
[Addresses of the Supplier shall be entered before signing the Contract]
Attention:
Address:
City:
Country:

GCC Sub Clause 9.1

The governing law shall be the Law of Islamic Republic of Pakistan.

GCC Sub Clause 10.2

The formal mechanism for the resolution of disputes shall be as follows:

a. The rights and obligations of the Parties under or pursuant to these Conditions shall be governed and construed according to the Law of Islamic Republic of Pakistan.

b. The dispute shall be referred to arbitration and finally settled in Pakistan in accordance with the Pakistan Arbitration Act, 1940, and any amendment or substitution thereof. If the Parties cannot agree to the appointment of a sole arbitrator each Party shall appoint an arbitrator and the arbitrators shall, before entering upon the reference, jointly appoint an umpire. The decision of the arbitrator(s) shall be final and shall not be challenged or assailed in any court on any ground whatsoever.

GCC Sub Clause 11.1

The scope of Goods Supply is described in Schedule-D to Bid.

GCC Sub Clause 12.1

Details of shipping and other documents to be furnished by the Supplier shall be:

i. Document related to Placement of Order.
ii. Document related to Schedule of Delivery.
iii. Original Warranty Documents of Item(s) where applicable
iv. Documents related to Genuineness of the equipment's.

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GCC Sub Clause 15.3

No Price Adjustment is applicable. This is a Fixed Price Contract.

GCC Sub Clause 16.1

The terms of payment shall be: On Completion of Works.

GCC Sub Clause 16.4

The currencies for payments shall be: Pakistani Rupees (PKR).

GCC Sub Clause 18.1

Replace the words "twenty-eight (28)" with "Fourteen (14)" appearing in the first line.

The Supplier shall provide a Performance Security of 10% of the Contract Price. The Performance Security shall be denominated in the following amounts and currencies: 10% of Accepted Bid Price in Pakistani Rupees (PKR).

GCC Sub Clause 18.3

The Supplier shall provide a Performance Security in the prescribed Form annexed to these Documents in the form of Bank Guarantee from any Scheduled Bank in Pakistan or from a bank located outside Pakistan duly counter-guaranteed by a Scheduled Bank in Pakistan.

The cost of complying with the requirements of this Sub-Clause shall be borne by the Supplier.

GCC Sub Clause 18.4

Discharge of Performance Security shall take place upon approval by The Engineer within 40 days from completion.

GCC Sub Clause 25.1

Obligations for transportation of the Goods shall be in accordance with:

Containers

Ensure that the container is clean, structurally sound, and sealed properly. Ensure weight limits comply with road regulations. Use suitable lifting and securing equipment. Ensure proper stacking and securing during road/sea/rail transport. Prevent damage to container and goods inside.

Furniture

Disassemble and package furniture properly (use padding, corner guards, shrink wrap). Label "Fragile / Handle with Care." Use clean, dry vehicles with straps and

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padding. Avoid overstacking or rough handling. Protect from moisture, heat, or vibration.

Air Conditioners (AC Units)

Ensure units are drained, capped, and sealed properly (to avoid refrigerant leakage). Declare if containing pressurized gas. Use foam or crate packaging to prevent vibration damage. Use upright transport (AC compressors must remain vertical). Keep away from heat sources. Handle as fragile electronic equipment. Store upright until installation.

Solar Panels

Pack in palletized crates with foam spacers and corner guards. Label as "Fragile – Glass". Provide technical data for handling. Avoid stacking heavy goods on panels. Protect from moisture, sunlight, and static discharge.

GCC Sub Clause 26.3

Text of Sub-clause 26.3 is deleted and replaced with the following;

The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Supplier will bear all the costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses. The cost of complying with the provisions of Clause-26 is deemed to be included in the Price Bid. No separate payment shall be made.

GCC Sub Clause 26.2

Tests and Inspections specified in Schedule F to Bid, shall be carried out at the following times or milestones, and places : Within 20 days from the date of commencement and at the designated location by the Supplier and upon submission of advance notice in accordance with sub-clause 26.4.

GCC Sub Clause 27.1

The liquidated damage shall be: *1*% on fortnightly (14 basis or part thereof.

GCC Sub Clause 27.1

The maximum amount of liquidated damages shall be: 05% of the contract price.

GCC Sub Clause 28.5

The Supplier shall correct any defects covered by the Warranty within: 05 calender days of being notified by the Purchaser of the occurrence of such defects

GCC Sub Clause 30.1

The amount of aggregate liability shall be: 1.5 times of Contract Price.

The following new sub-clause is added;

37. Retention

The Purchaser will retain 5 % as retention money of Contract Price stated in the Letter of Acceptance. Retention money shall be paid by the Purchaser to the Supplier within fourteen (14) days after either the expiry of the warranty period (GCC Clause-28).

37. Cost of Transportation, Loading/Unloading of Goods

The Cost of Transportation, Loading/Unloading of Engineering Goods (Schedule-D) to the designated locations as per Schedule-E to Bid is deemed to be included in the bid price. No separate payment of complying with the provisions of this sub-clause shall be made.

SPECIFICATIONS

The specifications shall conform to as referred in Bill of Quantities to be read in conjunction with Schedule-F to Bid.

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SPECIAL PROVISIONS

a) Site Visit by the Bidder

The Bidder / Supplier is required to visit the site, and satisfy himself regarding any and all features and requirements. No claim whatsoever under any circumstances shall be admissible for lack of knowledge of the site and / or project requirements.

b) Facilities to be Provided by the Supplier/Bidder

The Supplier/Bidder shall provide the following facilities for The Purchaser within fifteen (15) days from the Notice to Commence.

Three (03) Nos. Brand new DELL/HP Laptops of the following specifications;

- GPU LAPTOPS 15.6", 8GB (GPU) or higher Processor
- 12th Generation Intel Core i7 with Turbo Boost Technology,
- 16Mb, 8 Cores or higher
- Motherboard: Intel or Equivalent
- Memory: 32GB DDR4 with 2666 Mbps bus speed or higher.
- Solid State Drive: 1 TB
- OS: Windows 12 Pro or above (OEM Version)
- Display: 15.6" or higher
- Integrated I/O Interfaces: Audio/Microphone Jack, USB 2.0/3.0/3.1
- Wireless/Bluetooth: 2*2 Dual Band Wireless (802.11 b/g/n or ac)
- Bluetooth or higher
- Touchpad: Standard keyboard with touchpad.
- Graphics: 8GB DDR6 or higher
- Battery: 3-4 hours battery life or higher
- Mouse: Original Wireless optical mouse of the same brand
- Carrying case: Standard carrying case of the same brand

Warranty: 1 Year Warranty parts.

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VOLUME-II
(Price Bid)

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Letter of Price Bid

Date: ______________________________

Bid Reference No. ________________

(Name of Contract)

To:

Project Director (BRT)
Capital Development Authority (CDA)
1st Floor IT Wing, Room No. 06, Block-III,
Khayaban-e Suharwardy
G-7/4, Islamabad

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Document, including Addenda No.: ____;

(b) We offer to supply in conformity with the Bidding Document and in accordance with the Delivery and Completion Schedule, the following Goods ____________

____;

(c) The total price of our Bid, excluding any discounts offered in item (d) below is: __ ____;

(d) The discounts offered and the methodology for their application are: __________

____

____

____

____;

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

(f) If our Bid is accepted, we commit to obtain a Performance Security in the amount of _______percent of the Contract Price for the due performance of the Contract;

(g) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from the following eligible countries ______________________;

(h) We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Document;

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(i) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, has not been declared ineligible by the Purchaser;

(j) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract:

Name of Recipient	**Address**	**Reason**	**Amount**
__________	__________	__________	________
__________	__________	__________	________

(If none has been paid or is to be paid, indicate "none.")

(k) 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.

(l) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

(m) We agree to permit the Purchaser or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the Bank.

Name ____

In the capacity of __________________________________

Signed _______________________________________

Duly authorized to sign the Bid for and on behalf of ________________

Date ____

Witness:

Name: ____________

Signature: _________

Address: ___________

Occupation: ________

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Schedule-1

CAPITAL DEVELOPMENT AUTHORITY

SCHEDULE OF PRICES – SUMMARY OF BID PRICES

Name of Project: **Procurement of Containers, Fixtures, Furniture and 5KVA Solar System for Feeder Bus Terminals (EV Routes).**

General Abstract of Cost

N.I.T COST. = Rs. 15,376,000/-

S/No	Description	Estimated Cost	
1	**Procurement of Containers, Fixtures, Furniture and 5KVA Solar System**		
	i). Non-Schedule Items	Rs.	15,376,000/-
	%age ____________above/below	Rs.	
		Total NIT Cost (Rs).	15,376,000/-
		Total Bid Cost (Rs.)	
Total Bid Cost (In words):			

Contractor's signature / Seal **Dy. Director (MBO), CDA** **Project Director (BRT), CDA**

Note:-

1 The Bidder/Supplier should quote rates in figures as well as in words.

2 The Total Bid Cost quoted by Bidder/Supplier is inclusive of all applicable taxes.

3 The Total Bid Cost quoted by Bidder/Supplier is inclusive of all transportation, loading/unloading of Items as per Schedule-D to Bid and in accordance with the delivery schedule to the designated locations set forth in Schedule-E to bid.

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SCHEDULE OF PRICES
CAPITAL DEVELOPMENT AUTHORITY
DIRECTORATE OF METRO BUS OPERATIONS

Name of Work: **Procurement of Containers, Fixtures, Furniture and 5KVA Solar System for Feeder Bus Terminals (EV Routes).**

S#	Description	Qty	Rate	Unit	Amount
1	Supply of fabricated shipping container for office use having size of 40 x 10 ft including 5 x 4 ft washroom built in facility consisting of 2mm thick 04 No's aluminum sliding windows 3 x 3 ft, doors and partition with frames 7ft including mineral fiber ceiling, heavy-duty PVC floor matting, WPC wall paneling, air condition invertor type (Midea 2 ton) wall mounted 02 No's, electric wall bracket fans 04 no's, ceiling lights 2 x 2 ft 8 no's, 02 No exhaust fans industrial plug with complete fitting/ fixture and wring as per requirement and instruction of engineer incharge.	2 No	2,200,000.00 (Two million Two Hundred Thousand Only	Each	Rs.4,400,000.00
2	Supply of fabricated shipping container for office use having size of 20 x 10 ft consisting of 2mm thick 02 No's aluminum sliding windows 3 x 3 ft, doors and partition with frames 7ft including mineral fiber ceiling, heavy-duty PVC floor matting, WPC wall paneling, air condition invertor type (Midea 1.5 ton) wall mounted 02 No's, electric wall bracket fans 03 no's, ceiling lights 2 x 2 ft 6 no's, 02 No exhaust fans industrial plug with complete fitting/ fixture and wring as per requirement and instruction of engineer incharge.	3 No	1,350,000.00 (One Million Three Hundred Fifty thousand only)	Each	Rs.4,050,000.00
3	Supply of office furniture for 40 Feet container consisting of executive table with chair 01 No, work station table with chairs 02 No's, SS visitor chairs 8 No's and office wooden lamination wardrobe 4 x 8 ft 2ft deep and office file racks 3 shelf 03 No's.	2 No	180,000.00 (One Hundred Eighty Thousand Only)	Each	Rs.360,000.00
4	Supply of office furniture for 20 Feet container consisting of work station table with chairs 03 No's, SS visitor chairs 6 No's and office wooden lamination wardrobe 4 x 8 ft 2ft deep and office file racks 3 shelf 03 No's.	3 No	100,000.00 (One Hundred Thousand Only)	Each	Rs.300,000.00
5	Supply and installation of Air Condition (1.5 Tons Midea) wall mounted invertor type MSAGC-18HRFN1, capacity 18000-BTU/HR, Refrigerent: R-410A power supply: 220-240V/1-PH/50HZ conplete in all respect and per instruction of engineer incharge.	7 No	215,000.00 (Two Hundred Fifteen Thousand Only)	Each	Rs.1,505,000.00
6	Supply of MS wall bracket Fan sweep 24 inch coper winded (black colour) best quality.	7 No	18,000.00 (Eighteen Thousand Only)	Each	Rs.126,000.00

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7	Water Despenser with mini fridge. (Midas, orient)	5 No	32,000.00 (Thirty Two Thousand Only)	Each	Rs.160,000.00
8	Internet (CPE) installation	5 No	5,000.00 (Five Thousand Only)	Each	Rs.25,000.00
9	Solar System hybrid 5 KVA with Tubller Battery consisting of 580 Watt solar panels (Jinko N-Type BI–facial PV Mono perc Hallf cut) A grade Tier-1, IES 61215, IES 61730 & UL 1703, 12 year manufacturing & 30 year efficiency warranty, Iverex hybrid 5kva with 5 year warranty, DC cable 4/6mm2 1000V tin coated pure copper heat proof (imported), accessories – breakers, MC4 connector, UPVC pipes, ducting, nuts/bolts & flexible pipes etc, DC Earthing along with lightening arrestor and customized structure complete in respect as per instruction of the engineer incharge.	5 No	800,000.00 (Eight Hudred Thousand Only)	Each	Rs.4,000,000.00
10	CCTV System including NVR 1 no, Camera 4mp 2 No's and port POE switch.	5 No	90,000.00 (Ninety Thousand Only)	Each	Rs.450,000.00
				Total	**Rs.15,376,000.00**

Dy. Director (MBO), CDA

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LAST PAGE CERTIFICATE

It is certified that this N.I.T Contains Page Number One to Page Number Ninety Eight
(Page No. 01 to Page No. 98)

Dy. Director
(MBO), CDA

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