AYUB TEACHING HOSPITAL ABBOTTABAD

BIDDING DOCUMENT FOR

Repair of Building Joints, Ayub Teaching Hospital Abbottabad

Bidding procedure shall be single stage, two envelops

As per KPPRA rules 2014

Under

National Competitive Bidding (NCB)

Medical Teaching Institutions
Ayub Teaching Hospital
Abbottabad
Mansehra Road, Mandian Abbottabad

INSTRUCTIONS TO BIDDERS
&
BIDDING DATA

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INSTRUCTIONS TO BIDDERS

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

A. GENERAL

1. Scope of Bid & Source of Funds

1.1 **Scope of Bid**

- The Procuring Entity, **Hospital Director, Ayub Teaching Hospital Abbottabad** intends to receive Bids for Repair of Building Joints, MTI ATH Abbottabad.
- Bidders must quote for the complete scope of work. Any Bid covering partial scope of work will be rejected as non-responsive.
- All pages of bids must be properly stamped and signed; in case of non-compliance the bid shall stand rejected. Bidders are required to submit their bids on EPAD System. Manual bids shall not be entertained, however a copy of the same bid submitted through EPAD should be submitted on or before the closing date and time.

1.2 **Source of Funds**

The Procuring Entity has arranged funds from Grant in Aid from the Government of KPK.

2. Eligibility of Bidders

2.1 **Mandatory Requirements:**

Bidding is open to all firms and persons meeting the mandatory requirements attached as Annex A to these bidding documents.

3. Tender Fee

Tender fee of **Rs.1500/-, in words Fifteen Hundred only (Non-refundable)** shall be paid in the Finance Department of Ayub Teaching Hospital during working hours or through pay order in favour **Hospital Director, Ayub Teaching Hospital Abbottabad**. The tenders are available on the institution website **www.ath.gov.pk** **and e-PADS.**

B. BIDDING DOCUMENTS

4. Contents of Bidding Documents

4.1 In addition to Invitation for Bids, the Bidding Documents are those stated below, and should be read in conjunction with any Addendum issued in accordance with Sub-Clause 6.1.

1. Instructions to Bidders & Bidding Data
2. Form of Bid & Schedules to

Bid Schedules to Bid comprise the following:

(i) Schedule A: Schedule of Prices

(ii) Schedule B: Specific Works Data
(iii) Schedule F: Integrity Pact

3. Conditions of Contract & Contract Data
4. Standard Forms:
   (i) Form of Bid Security
   (ii) Form of Contract Agreement
5. Drawings, if any

5. Clarification of Bidding Documents

5.1 A prospective bidder requiring any clarification(s) in respect of the Bidding Documents may notify the Engineer/Procuring Entity at the Procuring Entity's**/**Engineer's address indicated in the Bidding Data.

5.2 The Engineer/Procuring Entity will respond to any request for clarification which it receives earlier than seven (7**)** days prior to the deadline for the submission of Bids. Copies of the Engineer/Procuring Entity's response will be forwarded to all prospective bidders, at least five (5) days prior to dead line for submission of Bids, who have received the Bidding Documents including a description of the enquiry but without identifying its source.

6. Amendment of Bidding Documents

6.1 At any time prior to the deadline for submission of Bids, the Procuring Entity 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.

6.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub- Clause 6.1 hereof, and shall be communicated in writing to all purchasers of the Bidding Documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the Procuring Entity.

6.3 To afford prospective bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Entity may at its discretion extend the deadline for submission of Bids.

C. PREPARATION OF BIDS

7. Language of Bid

7.1 The bid prepared by the bidder and all correspondence and documents relating to the Bid, exchanged by the bidder and the Procuring Entity shall be written in the English language, provided that any printed literature furnished by the bidder may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the Bid, the English translation shall govern.
Rate quoted must be in Printed form, hand written quoted rate will be rejected.

8. Documents Comprising the Bid

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

(a) Covering Letter
(b) Form of Bid duly filled, signed and sealed
(c) Bid Security
(d) Power of Attorney in accordance with Sub-Clause IB 14.5.
(e) Documentary evidence in accordance with Clause IB.11
(f) Documentary evidence in accordance with Clause IB.12.

9. Sufficiency of Bid

9.1 Each bidder shall satisfy himself before bidding as to the correctness and sufficiency of his Bid and of the rates and prices entered in the Schedule of Prices, which rates and prices shall except in so far as it is otherwise expressly provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper completion of the Works.

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

10. Bid Prices, Currency of Bid and Payment

10.1 The bidder shall fill up the Schedule of Prices (Schedule A to Bid) indicating the unit rates and prices of the Works to be performed under the Contract. Unit rate offered for an item shall be considered up to two significant decimal places for evaluation purposes by the Procuring Entity. Prices in the Schedule of Prices shall be entered keeping in view the instructions contained in the Preamble to Schedule of Prices.

11. Documents Establishing Bidder's Eligibility and Qualifications

11.1 Pursuant to Clause IB.8, the bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.

11.2 Bidder/Manufacturer must possess and provide evidence of its capability and the experience as stipulated in Bidding Data and the Qualification Criteria stipulated in the Bidding Documents.

12. Documents Establishing Works' Conformity to Bidding Documents

12.1 The documentary evidence of the Works' conformity to the Bidding Documents may be in the form of literature, drawings and data and the bidder shall furnish documentation as set out in Bidding Data, specially renovation/internal design document.

12.2 The bidder shall note that standards for workmanship, material and equipment and references to brand names or catalogue numbers if any, designated by the Procuring Entity in the Technical Provisions are intended to be descriptive only and not restrictive.

13. Bid Security

13.1 Each bidder shall furnish, as part of his bid, at the option of the bidder, a Bid Security in the form of Call Deposit / Pay Order in favor of Hospital Director Ayub Teaching Hospital Abbottabad. The contractors quoting their bids up to a limit of 10% below Engineer estimate shall submit bid security @ 2% only of Engineer Estimate. The contractors quoting their bids more than 10% below up to 20% below on Engineers' Estimate shall submit along with their bids 8% Additional Security of Engineer's Estimated cost in addition to 2% bid security. If the bid is not accompanied with the required amount of additional security, then it will be considered as non-responsive and the 2% bid security shall be forfeited in favor of Government and the second lowest bidder and so on will be considered accordingly. iii. [Similarly, a contractor quoting bid more than 20% below shall submit with his bid an additional security on Engineer's Estimated cost equal to the differential amount of submitted bid and Engineers' Estimate along with detailed rate analysis]1. In case of more than 20% below bids, if the bid is not accompanied by the detailed rate analysis and / or required amount of additional security, then the said bid shall be considered as non-responsive. All the securities submitted along with such non- responsive bid shall be forfeited in favor of Government and the 2nd lowest bidder and so on will be considered accordingly.

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

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

13.3 ["The bid security of successful bidder be retained with the Procuring Entity till completion of the defect liability/contract period

13.4 The Bid Security may be forfeited:

(a) If a bidder withdraws his bid during the period of bid validity; or

(b) If a bidder does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b).

(c) In the case of a successful bidder, if he fails to:
   (i) Furnish the required Performance Security
   (ii) Sign the Contract Agreement

14. Validity of Bids, Format, Signing and Submission of Bid

14.1 Bids shall remain valid for 90 days after the date of bid opening.

14.2 All Schedules to Bid are to be properly completed and signed.

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

14.4 Each bidder shall submit original bid and bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign. This shall be indicated by submitting a written Power of Attorney authorizing the signatory of the bidder to act for and on behalf of the bidder. All pages of the bid shall be initialed and official seal be affixed by the person or persons signing the bid.

14.6 The Bid shall be delivered through courier service or sent by registered mail, or as specifically instructed by the Procuring Entity otherwise, at the address to Procuring Entity as given in Bidding Data.

D. SUBMISSION OF BID

15. Deadline for Submission, Modification & Withdrawal of Bids

15.1 Bids must be received by the Procuring Entity through EAPD system only at the address/provided in Bidding Data not later than the time and date mentioned in NIT/Advertisement. In the event of the specified date for the submission of bids declared a holiday for the Employer, the Bids will be received up to the appointed time on the next working day.

15.2 Bids submitted through EPAD shall be accepted. Bids submitted through telegraph, telex, fax or e-mail shall not be considered, however a copy of same bid submitted through EPAD will be submitted on or before the closing date and time in the office of Hospital Director.

15.3 Any bid received by the Procuring Entity after the deadline for submission prescribed in Bidding Data will be returned unopened to such bidder.

15.4 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.

E. BID OPENING AND EVALUATION

16. Bid Opening, Clarification and Evaluation

16.1 The Procuring Entity will open the bids, in the presence of bidders' representatives who choose to attend on date and time mentioned in NIT.

16.2 The bidder's name, Bid Prices, any discount, the presence or absence of Bid Security, and such other details as the Procuring Entity at its discretion may consider appropriate, will be announced by the Procuring Entity at the bid opening. The Procuring Entity will record the minutes of the bid opening. Representatives of the bidders who choose to attend shall sign the attendance sheet.

Any Bid Price or discount which is not read out and recorded at bid opening will not be taken into account in the evaluation of bid.

16.3 To assist in the examination, evaluation and comparison of Bids the Engineer/Procuring Entity may, at its discretion, ask the bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted.

16.4 (a) Prior to the detailed evaluation, pursuant to Sub-Clauses IB.16.7 to 16.9, the Procuring Entity will determine the substantial responsiveness of each bid to the Bidding Documents. For purpose of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations. It will include to determine the requirements listed in Bidding Data.

(b) Arithmetical errors will be rectified on the following basis:

If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the words and figures the amount in words shall prevail. If there is a discrepancy between the Total Bid price entered in Form of Bid and the total shown in Schedule of Prices-Summary, the amount stated in the Form of Bid will be corrected by the Procuring Entity in accordance with the Corrected Schedule of Prices.

If the bidder does not accept the corrected amount of Bid, his Bid will be rejected and his Bid Security forfeited.

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

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

16.7 The Engineer/Procuring Entity will evaluate and compare only the bids previously determined to be substantially responsive pursuant to Sub-Clauses IB.16.4 to 16.6 as per requirements given hereunder. Bids will be evaluated for complete scope of works. The prices will be compared on the basis of the Evaluated Bid Price pursuant to Sub-Clause 16.8 herein below.

(a) Technical Evaluation

It will be examined in detail whether the Works offered by the bidder complies with the Technical Provisions of the Bidding Documents. For this purpose, the bidder's data submitted with the bid in Schedule B to Bid will be compared with technical features/criteria of the Works detailed in the Technical Provisions. Other technical information submitted with the bid regarding the Scope of Work will also be reviewed.

(b) Financial Evaluation

It will be examined in detail whether the bids comply with the commercial/contractual conditions of the Bidding Documents. It is expected that no material deviation/stipulation shall be taken by the bidders.

16.8 Evaluated Bid Price

In evaluating the bids, the Engineer/Procuring Entity will determine for each bid in addition to the Bid Price, the following factors (adjustments) in the manner and to the extent indicated below to determine the Evaluated Bid Price:

(i) Making any correction for arithmetic errors pursuant to Sub-Clause 16.4 hereof.

(ii) Making an appropriate price adjustment for any other acceptable variation or deviation.

(iii) Making an appropriate price adjustment for deviations in terms of Payments (if any and acceptable to the Procuring Entity).

(iv) discount, if any, offered by the bidders as also read out and recorded at the time of bid opening.

16.9 Evaluation Methods

Pursuant to Sub-Clause 16.8, Para (ii), and (iii) following evaluation methods for price adjustments will be followed:

(i) Price Adjustment for Technical Compliance:

The cost of making good any deficiency resulting from technical noncompliance will be added to the Corrected Total Bid Price for comparison purposes only. The adjustments will be applied taking the highest price quoted by other bidders being evaluated in detail in their original Bids for corresponding item. In case of non-availability of price from other bidders, the price will be estimated by the Engineer/Procuring Entity.

(ii) Price Adjustment for Commercial Compliance:

The cost of making good any deficiency resulting from any quantifiable variations and deviations from the Bid Schedules and Conditions of Contract, as determined by the Engineer/Procuring Entity will be added to the Corrected Total Bid Price for comparison purpose only. Adjustment for commercial compliance will be added to the Corrected Total Bid Prices.

(iii) Price Adjustment for Deviation in Terms of Payments Refer to Bidding Data

17. Process to be Confidential

17.1 Subject to Sub-Clause IB.16.3 heretofore, no bidder shall contact Engineer/Procuring Entity on any matter relating to its Bid from the time of the Bid opening to the time the bid evaluation result is announced by the Procuring Entity. The evaluation result shall be announced at least ten (10) days prior to award of Contract. 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.

17.2 Any effort by a bidder to influence Engineer/Procuring Entity in the Bid evaluation, Bid comparison or Contract Award decisions may result in the rejection of his Bid. Whereas, any bidder feeling aggrieved may lodge a written complaint not later than fifteen (15) days after the announcement of the bid evaluation result, however, mere fact of lodging a complaint shall not warrant suspension of procurement process.

18. Examination of Bids and determination of Responsiveness

18.1 Prior to detailed evaluation of bids, the Employer will determine whether each bid is substantially Responsive to the requirement of the bidding document.

18.2 A Substantially responsive bid is one which (i) meets the eligibility criteria; (ii) has been properly signed; (iii) is accompanied by the required bid security; (iv) conforms to all the terms and condition without material deviation or reservation, A material deviation ir reservation is one (i) which affect in any substantial way the scope, quality or performance of the works, (ii) which limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the bidder's obligations under the contract;
(iii) adaptation/rectification whereof would affect unfairly the competitive position of the other bidders presenting substantially responsive bids.

18.3 If a bid is not substantially responsive, it will be rejected by the Employer, and may not substantially be made responsive by correction or withdrawal of the non-confirming deviation or reservation.

F. AWARD OF CONTRACT

19. Post Qualification

19.1 The Procuring Entity, 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 therefore in writing. They shall form part of the records of that bid evaluation report.

19.2 The determination will take into account the bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidders' qualifications submitted as well as such other information required in the Bidding Documents.

20. Award Criteria & Procuring Entity's Right

20.1 Subject to Sub-Clause IB.19.2, the Procuring Entity 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 qualified to satisfactorily perform the Contract in accordance with the provisions of Clause IB.18.

20.2 Notwithstanding Sub-Clause IB.19.1, the Procuring Entity 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 thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the Procuring Entity's action except that the grounds for its rejection of all bids shall upon request be communicated, to any bidder who submitted a bid, without justification of the grounds. Notice of the rejection of all the bids shall be given promptly to all the bidders.

21. Notification of Award & Signing of Contract Agreement

21.1 Prior to expiration of the period of bid validity prescribed by the Procuring Entity, the Procuring Entity will notify the successful bidder in writing ("Letter of Acceptance") that his bid has been accepted.

21.2 Within seven (7) days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Procuring Entity will send the successful bidder the Form of Contract Agreement provided in the Bidding Documents, incorporating all agreements between the parties.

21.3 The formal Agreement between the Procuring Entity and the successful bidder shall be executed within seven (7) days of the receipt of Form of Contract Agreement by the successful bidder from the Procuring Entity.

22. Performance Security

22.1 The successful bidder shall furnish to the Procuring Entity a Performance Security in the form and the amount stipulated in the Conditions of Contract within a period of fourteen (14) days after the receipt of Letter of Acceptance.

22.2 Failure of the successful bidder to comply with the requirements of Sub-Clauses 20.2 & 20.3 or 21.1 or Clause 22 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

23. Integrity Pact

The Bidder shall sign and stamp the Form of Integrity Pact provided at Schedule-F to Bid in the Bidding Document for all procurement contracts exceeding Rupees ten (10) million. Failure to provide such Integrity Pact shall make the bid non-responsive.

24. Bidding Procedure

The Bidding procedure shall be single stage, one envelops as per KPPRA rules 2014. All the tenders/bidding shall be done as "Percentage Above/Below/At Par system on BOQ based on MRS-2024-1st Bi Annual and Non Schedule Items (NSI)". Bids must be submitted through EPAD system only as per advertisement detail.

25 If any bidder found to be involved in violation of Rule No. 44 of KPPRA Rules 2014, action will be taken against him as per The Khyber Pakhtunkhwa Public Procurement Grievance Redressal Rule, 2017 and Blacklisting Manual of Ayub Teaching Hospital Abbottabad.

BIDDING DATA

1.1 **Name of Procuring Entity**

Ayub Teaching Hospital, Abbottabad

Brief Description of Works

Maintenance and Repairs (M&R) works for the fiscal year 2026-27 and may be extendable upon Approval of the Competent Authority.

1.2 (a) **Procuring Entity's address:**

Ayub Teaching Hospital, Abbottabad, Mansehra Road Abbottabad

1.3 Bid shall be quoted entirely in Pak. Rupees. The payment shall be made in Pak. Rupees.

1.4 The bidder/firm shall be duly licensed by the Pakistan Engineering Council (PEC) in the category C5 and above having specialized codes in the relevant categories.

(a) All works related to Maintenance and Repair therefore description of work will be communicated as and when repair occurs according to BOQ.

(b) The Client reserves the right to increase or decrease the scope of work.

1.5 **Amount of Bid Security**

(a) (As per advertisement)

(b) As per **S.R.O. (14)/Vol: 1-24/2021-22: KPPRA)** The contractors quoting their bids more than 10% below upto 20% below on Engineers' Estimate shall submit along with their bids 8% Additional Security of Engineer's Estimated cost in addition to 2% bid security. If the bid is not accompanied with the required amount of additional security then it will be considered as non-responsive and the bid security shall be forfeited in favour of Government and the second lowest bidder and so on will be considered accordingly.

(c) Similarly, a contractor quoting bid more than 20% below shall submit with his bid an additional security on Engineer's estimated cost equal to the differential amount of submitted bid and Engineers' Estimate along with detailed rate analysis]1. In case of more than 20% below bids, if the bid is not accompanied by the detailed rate analysis and
/ or required amount of additional security, then the said bid shall be considered as non- responsive. All the securities submitted along with such non-responsive bid shall be forfeited in favour of Government and the 2nd lowest bidder and so on will be considered accordingly.

[1] Differential amount; if a contractor quote, e.g. 25% below engineer estimate bid then he has to deposit along with his bid 2% bid security and 25% additional security of engineer estimate.

1.6 **Period of Bid Validity**

Bid will be valid up to 90 days after the opening of bid**.**

1.7 **Number of Copies of the Bid to be submitted**

1.7a) Bids only received on EPAD system will be entertained. Bids not submitted through EPAD system will be rejected. However, bidders are requested to submit the hard copy of same which is already submitted on EPAD system.

1.8 **(a) Procuring Entity's Address for the Purpose of Bid Submission**

Ayub Teaching Hospital, Abbottabad

1.9 **Deadline for Submission of Bids**

As Per NIT

2.1 **Venue, Time, and Date of Bid Opening**

Venue: Conference Room Ayub Teaching Hospital, Abbottabad. Time: As per NIT
Date: As per NIT

2.2 **Responsiveness of Bids**

(i) The Bid is valid till required period.
(ii) The Bid prices are firm during currency of contract.
(iii) Completion period offered is within specified limits,
(iv) The Bidder/Contractor is eligible to Bid and possesses the requisite experience, capability and qualification.
(v) The Bid does not deviate from basic technical requirements and
(vi) The Bids are generally in order, etc.
(vii) The Bids that also fulfill all the Terms & Condition mentioned in the Newspaper Advertisement.

2.3 The contractor should submit an affidavit that the firm is not been blacklisted or any litigation with any department**.**

FORM OF BID

(LETTER OF OFFER)

Bid Reference No. _____

_____

_____

(Name of Works)

To:

_____

_____

_____

Gentlemen,

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Contract Data, Specifications, Drawings, if any, Schedule of Prices and Addenda Nos. _____ for the execution of the above-named Works, we, the undersigned, being a company doing business under the name of and address_____ _____ _____ and being duly incorporated under the laws of Pakistan hereby offer to execute and complete such Works and remedy any defects therein in conformity with the said Documents including Addenda thereto for the Total Bid Price of Rs_____(Rupees_____) or such other sum as may be ascertained in accordance with the said Documents.

2. We understand that all the Schedules attached hereto form part of this Bid.

3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of _____ _____ drawn in your favour or made payable to you and valid for a period of twenty eight (28) days beyond the period of validity of Bid.

4. We undertake, if our Bid is accepted, to commence the Works and to deliver and complete the Works comprised in the Contract within the time(s) stated in Contract Data.

5. We agree to abide by this Bid for the period of ____ days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.

7. We undertake, if our Bid is accepted, to execute the Performance Security referred to in Conditions of Contract for the due performance of the Contract.

8. We understand that you are not bound to accept the lowest or any bid you may receive.

9. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid for the Works.

Dated this_____day of _____ , 20

Signature _____

in the capacity of _____duly authorized to sign bid for and on behalf of

_____
(Name of Bidder in Block Capitals)

(Seal)

Address

_____

_____

_____

Witness:

(Signature)_____

Name:_____NIC No._____ _
Address: _____

_____

1. General

1.1 The Schedule of Prices shall be read in conjunction with the Conditions of Contract, Contract Data together with the Specifications and Drawings, if any.

1.2 The Contract shall be for the whole of the Works as described in these Bidding Documents. Bids must be for the complete scope of works.

2. Description

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

3. Units & Abbreviations

3.1 Units of measurement, symbols and abbreviations expressed in the Bidding Documents shall comply with the System International d' Unites (SI Units).

_____

_____

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

4. Rates and Prices

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

4.2 Unless otherwise stipulated in the Contract Data, the rates and prices entered by the bidder shall not be subject to adjustment during the performance of the Contract.

4.3 All duties, taxes and other levies payable by the Contractor shall be included in the rates and prices.

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

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

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

4.5 (a) The bidder shall be deemed to have obtained all information as to and all requirements related thereto which may affect the bid price.

*(b) The Contractor shall be responsible to make complete arrangements for the transportation of the Plant to the Site.

*(Procuring Entity may modify as appropriate)

4.6 The Contractor shall provide for all parts of the Works to be completed in every respect. Notwithstanding that any details, accessories, etc. required for the complete installation and satisfactory operation of the Works, are not specifically mentioned in the Specifications, such details shall be considered as included in the Contract Price.

5. Bid Prices

5.1 Break-up of Bid Prices

The various elements of Bid Prices shall be quoted as detailed by the Procuring Entity in the format of Schedule of Prices.

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

5.2 Total Bid Price

The total of bid prices in the Schedule of Prices shall be entered in the Summary of Bid Prices.

6. Provisional Sums

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

(INTEGRITY PACT)

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

Contract No._____Dated _____ Contract Value: _____
Contract Title: _____

…..... [name of the Bidder] 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 Khyber Pakhtunkhwa or any administrative subdivision or agency thereof or any other entity owned or controlled by Government of Khyber Pakhtunkhwa through any corrupt business practice.

Without limiting the generality of the foregoing, [name of the Bidder] 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 Government of Khyber Pakhtunkhwa , except that which has been expressly declared pursuant hereto.

[name of the Bidder] 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 GoKP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[name of the Bidder] 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 GoKP under any law, contract or other instrument, be voidable at the option of GoKP.

Notwithstanding any rights and remedies exercised by GoKP in this regard, [name of the Bidder] agrees to indemnify GoKP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoKP in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of the Bidder] 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 GoKP.

Name of the Procuring Entity: ……Name of the Bidder:
…… Signature: …… Signature:
……
[Seal] [Seal]

CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

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

The Contract

1.1.1 "Contract" means the Contract Agreement and the other documents listed in the Contract Data.

1.1.2 "Specifications" means the document as listed in the Contract Data, including Procuring Entity's requirements in respect of design to be carried out by the Contractor (if any), and any Variation to such document.

1.1.3 "Drawings" means the Procuring Entity's drawings of the Works as listed in the Contract Data, and any Variation to such drawings.

Persons

1.1.4 "Procuring Entity" means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Contractor) any assignee.

1.1.5 "Contractor" means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Procuring Entity) any assignee.

1.1.6 "Party" means either the Procuring Entity or the Contractor.

Dates, Times and Periods

1.1.7 "Commencement Date" means the date fourteen (14) days after the date the Contract comes into effect or any other date named in the Contract Data.

1.1.8 "Day" means a calendar day

1.1.9 "Time for Completion" means the time for completing the Works as stated in the Contract Data (or as extended under Sub-Clause 7.3), calculated from the Commencement Date.

Money and Payments

1.1.10 "Cost" means all expenditure properly incurred (or to be incurred) by the Contractor, whether on or off the Site, including overheads and similar charges but does not include any allowance for profit.

Other Definitions

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

1.1.12 “Country ” means the Islamic Republic of Pakistan.

1.1.13 “Province” means Khyber Pakhtunkhwa.

1.1.14 “Procuring Entity’s Risks” means those matters listed in Sub-Clause 6.1.

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

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

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

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

1.1.18 “Variation” means a change which is instructed by the Engineer/Procuring Entity under Sub-Clause 10.1.

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

1.1.20 “Engineer” means the person, if any, notified by the Procuring Entity to act as Engineer for the purpose of the Contract and named as such in Contract Data.

1.2 **Interpretation**

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

1.3 **Priority of Documents**

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

1.4 **Law**

The law of the Contract is the relevant Law of Khyber Pakhtunkhwa Province,

1.5 **Communications**

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

1.6 **Statutory Obligations**

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

2. THE PROCURING ENTITY

2.1 **Provision of Site**

The Procuring Entity shall provide the Site and right of access thereto at the times stated in the Contract Data.

2.2 **Permits etc.**

The Procuring Entity shall, if requested by the Contractor, assist him in applying for permits, licenses or approvals which are required for the Works.

2.3 **Engineer's/Procuring Entity's Instructions**

The Contractor shall comply with all instructions given by the Procuring Entity or the Engineer, if notified by the Procuring Entity, in respect of the Works including the suspension of all or part of the Works.

2.4 **Approvals**

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

3. ENGINEER'S/PROCURING ENTITY'S REPRESENTATIVES

3.1 **Authorized Person**

The Procuring Entity shall appoint a duly authorized person to act for him and on his behalf for the purposes of this Contract. Such authorized person shall be duly identified in the Contract Data or otherwise notified in writing to the Contractor as soon as he is so appointed. In either case the Procuring Entity shall notify the Contractor, in writing, the precise scope of the authority of such authorized person at the time of his appointment.

3.2 **Engineer's/Procuring Entity's Representative**

The name and address of Engineer's/Procuring Entity's Representative is given in Contract Data. However the Contractor shall be notified by the Engineer/Procuring Entity, the delegated duties and authority before the Commencement of Works.

4. THE CONTRACTOR

4.1 General Obligations

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

4.2 Contractor's Representative

The Contractor shall appoint a representative at site on full time basis to supervise the execution of work and to receive instructions on behalf of the Contractor but only after obtaining the consent of the Procuring Entity for such appointment which consent shall not be unreasonable withheld by the Procuring Entity. Such authorized representative may be substituted/replaced by the Contractor at any time during the Contract Period but only after obtaining the consent of the Procuring Entity as aforesaid.

4.3 Subcontracting

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

5. DESIGN BY CONTRACTOR

5.1 Contractor's Design

The Contractor shall carry out design to the extent specified, as referred to in the Contract Data. The Contractor shall promptly submit to the Engineer/Procuring Entity all designs prepared by him. Within fourteen (14) days of receipt the Engineer/Procuring Entity shall notify any comments or, if the design submitted is not in accordance with the Contract, shall reject it stating the reasons. The Contractor shall not construct any element of the Works designed by him within fourteen (14) days after the design has been submitted to the Engineer/Procuring Entity or which has been rejected. Design that has been rejected shall be promptly amended and resubmitted. The Contractor shall resubmit all designs commented on taking these comments into account as necessary.

5.2 Responsibility for Design

The Contractor shall remain responsible for his bided design and the design under this Clause, both of which shall be fit for the intended purposes defined in the Contract and he shall also remain responsible for any infringement of any patent or copyright in respect of the same. The Engineer/Procuring Entity shall be responsible for the Specifications and Drawings.

6. PROCURING ENTITY'S RISKS

6.1 The Procuring Entity's Risks

The Procuring Entity's Risks are:-

a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, within the Country**;**

b) Rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, within the Country**;**

c) Riot, commotion or disorder by persons other than the Contractor's personnel and other employees including the personnel and employees of Sub- Contractors, affecting the Site and/or the Works**;**

d) Ionizing radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly, except to the extent to which the Contractor/Sub-Contractors may be responsible for the use of any radio-active material**;**

e) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds**;**

f) use or occupation by the Procuring Entity of any part of the Works, except as may be specified in the Contract**;**

g) late handing over of sites, anomalies in drawings, late delivery of designs and drawings of any part of the Works by the Procuring Entity's personnel or by others for whom the Procuring Entity is responsible;

h) a suspension under Sub-Clause 2.3 unless it is attributable to the Contractor's failure; and

i) physical obstructions or physical conditions other than climatic conditions, encountered on the Site during the performance of the Works, for which the Contractor immediately notified to the Procuring Entity and accepted by the Procuring Entity.

7. TIME FOR COMPLETION

7.1 Execution of the Works

The Contractor shall commence the Works on the Commencement Date and shall proceed expeditiously and without delay and shall complete the Works, subject to Sub-Clause 7.3 below, within the Time for Completion.

7.2 Program

Within the time stated in the Contract Data, the Contractor shall submit to the Engineer/Procuring Entity a program for the Works in the form stated in the Contract Data.

7.3 **Extension of Time**

The Contractor shall, within such time as may be reasonable under the circumstances, notify the Procuring Entity/Engineer of any event(s) falling within the scope of Sub- Clause 6.1 or 10.3 of these Conditions of Contract and request the Procuring Entity/Engineer for a reasonable extension in the time for the completion of Works. Subject to the aforesaid, the Procuring Entity/Engineer shall determine such reasonable extension in the time for the completion of Works as may be justified in the light of the details/particulars supplied by the Contractor in connection with the such determination by the Procuring Entity/Engineer within such period as may be prescribed by the Procuring Entity/Engineer for the same; and the Procuring Entity shall extend the Time for Completion as determined.

7.4 **Late Completion**

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

8. **TAKING-OVER**

8.1 **Completion**

The Contractor may notify the Engineer/Procuring Entity when he considers that the Works are complete.

8.2 **Taking-Over Notice**

Within fourteen (14) days of the receipt of the said notice of completion from the Contractor the Procuring Entity/Engineer shall either takeover the completed Works

and issue a Certificate of Completion to that effect or shall notify the Contractor his reasons for not taking-over the Works. While issuing the Certificate of Completion as aforesaid, the Procuring Entity/Engineer may identify any outstanding items of work which the Contractor shall undertake during the Maintenances Period.

9. REMEDYING DEFECTS

9.1 **Remedying Defects**

The Contractor shall for a period stated in the Contract Data from the date of issue of the Certificate of Completion carry out, at no cost to the Procuring Entity, repair and rectification work which is necessitated by the earlier execution of poor quality of work or use of below specifications material in the execution of Works and which is so identified by the Procuring Entity/Engineer in writing within the said period. Upon expiry of the said period, and subject to the Contractor's faithfully performing his aforesaid obligations, the Procuring Entity/Engineer shall issue a Maintenance Certificate whereupon all obligations of the Contractor under this Contract

shall come to an end.

Failure to remedy any such defects or complete outstanding work within a reasonable time shall entitle the Procuring Entity to carry out all necessary works at the Contractor's cost. However, the cost of remedying defects not attributable to the Contractor shall be valued as a Variation.

9.2 Uncovering and Testing

The Engineer/Procuring Entity may give instruction as to the uncovering and/or testing of any work. Unless as a result of an uncovering and/or testing it is established that the Contractor's design, Materials, Plant or workmanship are not in accordance with the Contract, the Contractor shall be paid for such uncovering and/or testing as a Variation in accordance with Sub-Clause 10.2.

10. VARIATIONS AND CLAIMS

10.1 Right to Vary

The Procuring Entity**/**Engineer may issue Variation Order(s) in writing. where for any reason it has not been possible for the Procuring Entity/Engineer to issue such Variations Order(s), the Contractor may confirm any verbal orders given by the Procuring Entity/Engineer in writing and if the same are not refuted/denied by the Procuring Entity/Engineer within seven (7) days of the receipt of such confirmation the same shall be deemed to be a Variation Orders for the purposes of this Sub- Clause.

10.2 Valuation of Variations

Variations shall be valued as follows:

a) at a lump sum price agreed between the Parties, or

b) where appropriate, at rates in the Contract, or

c) in the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation, or failing which

d) at appropriate new rates, as may be agreed or which the Engineer/Procuring Entity considers appropriate, or

e) if the Engineer/Procuring Entity so instructs, at day work rates set out in the Contract Data for which the Contractor shall keep records of hours of labour and Contractor's Equipment, and of Materials, used.

10.3 Early Warning

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

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

10.4. **Valuation of Claims**

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

10.5 **Variation and Claim Procedure**

The Contractor shall submit to the Engineer/Procuring Entity an itemized make-up of the value of variations and claims within twenty eight (28) days of the instruction or of the event giving rise to the claim. The Engineer/Procuring Entity shall check and if possible agree the value. In the absence of agreement, the Procuring Entity shall determine the value.

11. CONTRACT PRICE AND PAYMENT

11.1 (a) **Terms of Payments**

The amount due to the Contractor under any Interim Payment Certificate issued by the Engineer pursuant to this Clause, or to any other terms of the Contract, shall , subject to Clause 7.4 of Conditions of Contract (CoC) be paid by the Procuring Entity to the Contractor within 30 days after such Interim Payment Certificate has been jointly verified by Procuring Entity and Contractor, or, in the case of the Final Certificate referred to in Sub Clause 11.5 of CoC, within 60 days after such Final Payment Certificate has been jointly verified by Procuring Entity and Contractor; Provided that the Interim Payment shall be caused in 42 days and Final Payment in 60 days in case of foreign funded project. In the event of the failure of the Procuring Entity to make payment within the times stated, the Procuring Entity shall pay to the Contractor compensation at the 28 days rate of KIBOR+2% per annum in local currency and LIBOR+1% for foreign currency, upon all sums unpaid from the date by which the same should have been paid. The provisions of this Sub-Clause are without prejudice to the Contractor's entitlement under Clause 12.2 CoC.

(b) **Valuation of the Works**

The Works shall be valued as provided for in the Contract Data, subject to Clause 10.

11.3 **Interim Payments**

Within a period not exceeding seven (7) days from the date of submission of a statement for interim payment by the Contractor, the Engineer / Procuring Entity shall verify the same and within a period not exceeding thirty (30) days from the said date of submission by the Contractor, the Procuring Entity shall pay to the Contractor the sum verified by the Engineer less retention money at the rate stated in the Contract Data.

11.4 **Retention**

Retention money shall be paid by the Procuring Entity to the Contractor within thirty
(30) days after either the expiry of the period stated in the Contract Data, or the remedying of notified defects, or the completion of outstanding work.

11.5 **Final Payment**

Within twenty one (30) days from the date of issuance of the Maintenance Certificate the Contractor shall submit a final account to the Engineer to verify and the Engineer shall verify the same within fourteen (14) days from the date of submission and forward the same to the Procuring Entity together with any documentation reasonably required to enable the Procuring Entity to ascertain the final contract value.

Within sixty (60) days from the date of receipt of the verified final account from the Engineer, the Procuring Entity shall pay to the Contractor any amount due to the Contractor. While making such payment the Procuring Entity may, for reasons to be given to the Contractor in writing, withhold any part or parts of the verified amount.

11.6 **Currency**

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

12. DEFAULT

12.1 **Default by Contractor**

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

If the Contractor has not taken all practicable steps to remedy the default within fourteen (14) days after receipt of the Procuring Entity's notice, the Procuring Entity may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilise from the Site leaving behind any Contractor's Equipment which the Procuring Entity instructs, in the second notice, to be used for the completion of the Works at the risk and cost of the Contractor.

12.2 **Default by Procuring Entity**

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

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

12.3 Insolvency

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

12.4 Payment upon Termination

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

a) any sums to which the Contractor is entitled under Sub-Clause 10.4,

b) any sums to which the Procuring Entity is entitled,

c) if the Procuring Entity has terminated under Sub-Clause 12.1 or 12.3, the Procuring Entity shall be entitled to a sum equivalent to twenty percent (20%) of the value of parts of the Works not executed at the date of the termination, and

d) if the Contractor has terminated under Sub-Clause 12.2 or 12.3, the Contractor shall be entitled to the cost of his demobilization together with a sum equivalent to ten percent (10%) of the value of parts of the Works not executed at the date of termination.

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

13. RISKS AND RESPONSIBILITIES

13.1 Contractor's Care of the Works

Subject to Sub-Clause 9.1, the Contractor shall take full responsibility for the care of the Works from the Commencement Date until the date of the Procuring Entity's/Engineer's issuance of Certificate of Completion under Sub-Clause 8.2. Responsibility shall then pass to the Procuring Entity. If any loss or damage happens to the Works during the above period, the Contractor shall rectify such loss or damage so that the Works conform with the Contract.

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

13.2 **Force Majeure**

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

14. INSURANCE

14.1 **Arrangements**

The Contractor shall, prior to commencing the Works, effect insurances of the types, in the amounts and naming as insured the persons stipulated in the Contract Data except for items (a) to (e) and (i) of the Procuring Entity's Risks under Sub-Clause 6.1. The policies shall be issued by insurers and in terms approved by the Procuring Entity. The Contractor shall provide the Engineer/Procuring Entity with evidence that any required policy is in force and that the premiums have been paid.

14.2 **Default**

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

15. RESOLUTION OF DISPUTES

15.1 **Engineer's Decision**

If a dispute of any kind whatsoever arises between the Procuring Entity and the Contractor in connection with the Works, the matter in dispute shall, in the first place, be referred in writing to the Engineer, with a copy to the other party. Such reference shall state that it is made pursuant to this Clause. No later than the twenty eight (28) days after the day on which he received such reference, the Engineer shall give notice of his decision to the Procuring Entity and the Contractor. Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the Work with all due diligence, and the Contractor and the Procuring Entity shall give effect forthwith to every such decision of the Engineer unless and until the same shall be revised, as hereinafter provided in an arbitral award.

15.2 **Notice of Dissatisfaction**

If a Party is dissatisfied with the decision of the Engineer or if no decision is given within the time set out in Sub-Clause 15.1

hereabove, the Party may give notice of dissatisfaction referring to this Sub-Clause within fourteen (14) days of receipt of the decision or the expiry of the time for the decision. If no notice of dissatisfaction is given within the specified time, the decision shall be final and binding on the Parties. If notice of dissatisfaction is given within the specified time, the decision shall be binding on the Parties who shall give effect to it without delay unless and until the decision of the Engineer is revised by an arbitrator.

15.3 **Arbitration**

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

15.4 Resolution of Dispute in Absence of The Engineer.
In case no Engineer has been appointed, the dispute, if any, between the Procuring Entity and the Contractor in connection with the Works, shall first be tried to be resolved amicably. In case the dispute could not be resolved amicably, it shall be settled as per provision of Arbitration Act-1940.

CONTRACT DATA

(Note: Except where otherwise indicated, all Contract Data should be filled in by the Procuring Entity prior to issuance of the Bidding Documents.)

Sub-Clauses of Conditions of Contract

1.1 No drawing as the tender is for Maintenance & Repair (M&R). Where necessary the drawing may be provide.

1.2 **The Procuring Entity** means
Ayub Teaching Hospital Abbottabad

1.3 **The Contractor** means
The Firm/contractor who will be selected after due operation of bidding process

1.4 **Commencement Date** means the date of issue of Engineer's Notice to Commence which shall be issued within fourteen (14) days of the signing of the Contract Agreement.

1.5 **Time for Completion** as per Work order (days)

1.6 **Engineer:**

1.7 **Documents forming the Contract listed in the order of priority:**

(a) The Contract Agreement
(b) Letter of Acceptance
(c) The completed Form of Bid
(d) Contract Data

(e) Conditions of Contract
(f) The completed Schedules to Bid including Schedule of Prices
(g) The Drawings, if any
(h) The Specifications if any
(i) Particular Conditions of Contract

1.7 **Provision of Site:** On the Commencement Date*

1.8 **Authorized person :** Engineer and Astt Engineer

1.9 **Name and address of Engineer's/Procuring Entity's representative**

Engr._____Ayub Teaching Hospital Abbottabad

2.1 **Performance Security:**

Not required as the work is for Maintenance and Repair (M&R)

2.2 **Requirements for Contractor's design (if any):** Not Applicable

2.3 **Program:**

Time for submission: According to work order. **Form of program:**

as per work order

7.4 Amount payable due to failure to complete shall be 0.067% per day up to a maximum of (10%) * of sum stated in the work order.

9.1 **Period for remedying defects**
As per requirement

10.2 (e) **Variation procedure:**
No escalation/ revision of rates during the contract period.

11.1 ***(a) Terms of Payments**

Running bill will be accepted if the amount of the work order exceeds Rs. 2.5 millions.

*****(b) **Valuation of the Works*:**

i) Lump sum price with bill of quantities as per work order

11.2 (b) **Percentage of value of Materials and Plant (for day work if applicable):**

Not applicable

11.3 **Percentage of retention:** Eight (10%)

11.6 **Currency of payment:** Pak. Rupees

13.2 **Force Majure**

In case of unavoidable circumstances that inhabit the smooth working, the Engineer Incharge shall report the event to the Hospital Director. The Hospital Director shall accord approval of the recommendations of the Engineer incharge after consultation with the Inspection /Supervisory Committee.

15.3 **Arbitration**

Arbitration through Institutional Grievances Committee and place of Arbitration will be Ayub Teaching Hospital, Abbottabad

Annex-A

MANDATORY EVALUATION PERFORMA FOR CIVIL WORKS

S#	Requirement/ Document Description	Check list
1	Active Status on ATL	
2	NTN Registration.	
3	Last year Income Tax Return.	
4	Last three years Bank Statement.	
5	Affidavit on stamp paper duly attested regarding not blacklisting, not in litigation with any Govt /Semi Govt: departments and Non-Shareholder Certificate (That no employee of MTI ATH Abbottabad is shareholder in the Firm's business (original).	
6	The firm must be registered with Pakistan Engineering Council in category C-5 or above category having relevant codes with valid certificate for year 2026-27.	
7	Valid registration with Khyber Pakhtunkhwa Revenue Authority (KPRA).	
8	Bidders must submit original Bid Security (in sealed envelope) and Original Attested Stamp Paper in Hard copy on or before the closing date and time in the Office of Hospital Director.	
9	Bidders/Firms and Partners/Directors of the Firms who have worked with Ayub Teaching Hospital (ATH) at any given time must submit a valid No Objection Certificate (NOC) from Hospital Administration through Engineering & Maintenance Department ATH along with their Bids.	

TECHNICAL EVALUATION CRITERIA

S.No	Description	Maximum Marks
1	**EXPERENCE**	**50**
i)	Incorporation of the Company and address of the Registered Office.	10
ii)	Executed Projects Similar Nature Minimum Rs. 20 (M) each (05 marks Per Project) (work orders and completion certificates attached)	20
iii)	Executed Civil Works project minimum Rs. 30 (M) each (5 marks per project) (work orders and completion certificates attached)	15
iv)	Civil Works Projects in hand minimum Rs. 30 (M) each (2.5 marks per project) (work orders attached)	5
2	**FINANCIAL STATUS**	**10**
i)	Income Tax Return for the last 3 years including the most recent submission (no mark will be given if missing one or more)	5
ii)	Audited reports with Annual Turnover for the last 3 years (equal or more than Rs. 30 M) no mark will be given if missing one or more	5
3	**PERSONAL**	**23**
i)	Organization Chart	3
ii)	Project Manager, BE Civil (PEC Registered) with 15 years experience	5
iii)	Planning Engineer, BE Civil (PEC Registered) with 10 years experience	5
iv)	Civil Engineers, BE Civil (PEC Registered) with 05 years experience (Two number for each civil engineer)	4
v)	Site Engineers, DAE Civil with 10 years experience (One number for each Civil)	3
vi)	Quantity Surveyor , Associate Eng. with 05 years' Experience (One number for each)	2
vii)	Accountant	1
4	**OTHERS**	**17**
i)	Proposed Methodology	7
ii)	Proposed Work Schedule (for 06 Months time period)	10
	TOTAL MARKS	**100**

- For each bidder, it is essential to obtain minimum 70% total marks for technically qualification.
- Technically qualified bidder be eligible for opening of his financial proposal.

Mandatory Requirement:

- The Contractor must clearly mention the **"NAME OF WORK"** against which he applies.
- Each page of the post-qualification Documents clear & readable.

- Valid registration with Pakistan Engineering Council (PEC with relevant codes of specialization and in relevant category (C-5 and above) with valid certificate for year 2026-27.
- Valid registration with KPRA
- Attested Affidavit of **"Non-blacklisting"** and **"Not Involving in Litigation against Government Organization / Department"** on stamp paper prepared within the current month for submission of prequalification documents.
- The contractor should provide proof of non-involvement in any Court case with the Government Organization / Department.
- In case of a Joint Venture, a Joint Venture agreement on the stamp paper has to be signed by the Joint Venture Firms / partners and each of whom will be jointly and severally liable to the Client for all the Consultant's obligations under the Contract. Further the JV shall nominate a Representative by submitting power of Attorney signed by legally authorized signatories of all the joint venture partners who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the contract, during contract execution. Also all members of Jv must be registered with PEC and renewed upto June 2027.

- The bid shall be in book binding form, properly page numbered.

Note: The Documents provided by the contractor will be thoroughly checked and the Firm [illegible] providing fake documents shall be recommended for blacklisting under relevant clause of KPPRA / PEC. For each bidder, it is essential to complete the mandatory requirements, otherwise incompletion of mandatory requirement must be clearly considered non-responsive

Detail Cost estimate for repair of Building joint at ATH,

1 P/A 02 Coats bitumen using PB-4 or PB- 5 over builing joint and rain water drains at roof after removing CGI sheets and refifing the same after necessary repair etc complete in all respect as per specification and instruction of engineer Incharge

Joints at roof N/S	8	x	42.00	x	2.50	=	840.00	Rft		
"	4	x	27.00	x	2.50	=	270.00	Rft		
"	2	x	31.00	x	2.50	=	155.00	Rft		
"	4	x	20.00	x	2.50	=	200.00	Rft		
"	4	x	47.00	x	2.50	=	470.00	Rft		
"	8	x	17.00	x	2.50	=	340.00	Rft		
"	2	x	51.00	x	2.50	=	255.00	Rft		
"	4	x	13.00	x	2.50	=	130.00	Rft		
Rain water Drains	16	x	30.00	x	2.00	=	960.00	Rft		
"	16	x	42.00	x	2.00	=	1344.00	Rft		
"	8	x	30.00	x	2.00	=	480.00	Rft		
"	8	x	24.00	x	2.00	=	384.00	Rft		
"	2		550.00	x	2.00	=	2200.00	Rft		
"	2		145.00	x	2.00	=	580.00	Rft		
						=	8608.00	Rft		
						=	670.73	M2		
			NSI		@	Rs.	1,860.00		Rs.	1247560.98

2 Providing and fixing 2" x 1 " Expansion Joint with one component polyurethane fuel sealant including 50 mm Baker Rod and one coat of primer but without Aluminum or steel cover

Radiology Deptt:	2	x	20.00	=	40.00	Rft		
"	2	x	10.00	=	20.00	Rft		
"	1	x	8.00	=	8.00	Rft		
Corridor	4	x	10.00	=	40.00	Rft		
Ortho OPD	1	x	6.00	=	6.00	Rft		
"	2	x	10.00	=	20.00	Rft		
"	1	x	16.00	=	16.00	Rft		
Ortho/Physio	1	x	63.00	=	63.00	Rft		
Physio	1	x	31.00	=	31.00	Rft		
"	1	x	8.00	=	8.00	Rft		
"	1	x	17.00	=	17.00	Rft		
Lab/Physio	1	x	11.00	=	11.00	Rft		
Patio	2	x	39.00	=	78.00	Rft		
"	2	x	28.00	=	56.00	Rft		
Crush Hall	3	x	37.00	=	111.00	Rft		
"	1	x	10.00	=	10.00	Rft		
Psychiatry Corridor	3	x	10.00	=	30.00	Rft		
"	1	x	7.00	=	7.00	Rft		
"	1	x	28.00	=	28.00	Rft		
Eye/Gynae OPD	4	x	16.00	=	64.00	Rft		
Crush Hall Corridor	4	x	11.00	=	44.00	Rft		
				=	708.00	Rft		
				=	215.85	M		
			06-25-c	@	Rs	4,105.27	Rs	886137.55

3 Removing of iron Sheet from joints etc complete in all respect as per specification and instruction of Engineer Incharge

Radiology Deptt:	2	x	20.00	x	0.83	=	33.20	Sft	
"	2	x	10.00	x	0.83	=	16.60	Sft	
"	1	x	8.00	x	0.83	=	6.64	Sft	
Corridor	4	x	10.00	x	0.83	=	33.20	Sft	
Ortho OPD	1	x	6.00	x	0.83	=	4.98	Sft	
"	2	x	10.00	x	0.83	=	16.60	Sft	
"	1	x	16.00	x	0.83	=	13.28	Sft	
Ortho/Physio	1	x	63.00	x	0.83	=	52.29	Sft	
Physio	1	x	31.00	x	0.83	=	25.73	Sft	
"	1	x	8.00	x	0.83	=	6.64	Sft	
"	1	x	17.00	x	0.83	=	14.11	Sft	
Lab/Physio	1	x	11.00	x	0.83	=	9.13	Sft	

Patio	2	x	39.00	x	0.83		=	64.74	Sft		
"	2	x	28.00	x	0.83		=	46.48	Sft		
Crush Hall	3	x	37.00	x	0.83		=	92.13	Sft		
"	1	x	10.00	x	0.83		=	8.30	Sft		
Psychiatry Corridor	3	x	10.00	x	0.83		=	24.90	Sft		
"	1	x	7.00	x	0.83		=	5.81	Sft		
"	1	x	28.00	x	0.83		=	23.24	Sft		
Eye/Gynae OPD	4	x	16.00	x	0.83		=	53.12	Sft		
Crush Hall Corridor	4	x	11.00	x	0.83		=	36.52	Sft		
							=	587.64	Sft		
							=	54.61	M2		
			NSI			@	Rs	800.00		Rs	43690.71

4 Providing and fixing 4.89 kg/sq.m. aluminum sheet covering of approved shape and design to expansion joints in walls and columns including providing clamps and fixing with screws and rawal plugs or wooden gutties including making slotted holes

Patio	32	x	22.00	=	704.00	Sft	
"	16	x	10.00	=	160.00	Sft	
Crosh Hall Corridor	4		9.00	=	36.00	Sft	
"	6		11.00	=	66.00	Sft	
				=	966.00	Sft	
				=	89.78	M2	
			06-25-e+6-25-a	@	19,462.78		Rs 1747309.06

5 Providing and fixing 4.89 kg/sq.m aluminum sheet covering of approved shape and design to expansion joints of roof slabs with slotted holes with wooden gutties and screws

Radiology Deptt:	2	x	20.00	x	0.83		=	33.20	Sft		
"	2	x	10.00	x	0.83		=	16.60	Sft		
"	1	x	8.00	x	0.83		=	6.64	Sft		
Corridor	4	x	10.00	x	0.83		=	33.20	Sft		
Ortho OPD	1	x	6.00	x	0.83		=	4.98	Sft		
"	2	x	10.00	x	0.83		=	16.60	Sft		
"	1	x	16.00	x	0.83		=	13.28	Sft		
Ortho/Physio	1	x	63.00	x	0.83		=	52.29	Sft		
Physio	1	x	31.00	x	0.83		=	25.73	Sft		
"	1	x	8.00	x	0.83		=	6.64	Sft		
"	1	x	17.00	x	0.83		=	14.11	Sft		
Lab/Physio	1	x	11.00	x	0.83		=	9.13	Sft		
Patio	2	x	39.00	x	0.83		=	64.74	Sft		
"	2	x	28.00	x	0.83		=	46.48	Sft		
Crush Hall	3	x	37.00	x	0.83		=	92.13	Sft		
"	1	x	10.00	x	0.83		=	8.30	Sft		
Psychiatry Corridor	3	x	10.00	x	0.83		=	24.90	Sft		
"	1	x	7.00	x	0.83		=	5.81	Sft		
"	1	x	28.00	x	0.83		=	23.24	Sft		
Eye/Gynae OPD	4	x	16.00	x	0.83		=	53.12	Sft		
Crush Hall Corridor	4	x	11.00	x	0.83		=	36.52	Sft		
Patios	2	x	9.00	x	0.83		=	14.94	Sft		
"	1	x	16.00	x	0.83		=	13.28	Sft		
"	2	x	9.00	x	0.83		=	14.94	Sft		
"	4	x	22.00	x	0.83		=	73.04	Sft		
"	8	x	11.00	x	0.83		=	73.04	Sft		
"	4	x	11.00	x	0.83		=	36.52	Sft		
"	2	x	10.00	x	0.83		=	16.60	Sft		
							=	830.00	Sft		
							=	77.14	M		
			06-25-d+6-25-a			@	Rs	14,005.50		Rs	1080349.91

6 Providing and fixing ribbed polyvinyle chloride (PVC) water stops 8" (203 mm) wide in vertical (Walls / Columns) or horizontal (Floors/Slabs)

expansion joints including cutting and jointing etc. complete in all respect as per specification and instruction of Engineer Incharge.

Radiology Deptt:	2	x	20.00	=	40.00	Rft
"	2	x	10.00	=	20.00	Rft
"	1	x	8.00	=	8.00	Rft
Corridor	4	x	10.00	=	40.00	Rft
Ortho OPD	1	x	6.00	=	6.00	Rft
"	2	x	10.00	=	20.00	Rft
"	1	x	16.00	=	16.00	Rft
Ortho/Physio	1	x	63.00	=	63.00	Rft
Physio	1	x	31.00	=	31.00	Rft
"	1	x	8.00	=	8.00	Rft
"	1	x	17.00	=	17.00	Rft
Lab/Physio	1	x	11.00	=	11.00	Rft
Patio	2	x	39.00	=	78.00	Rft
"	2	x	28.00	=	56.00	Rft
Crush Hall	3	x	37.00	=	111.00	Rft
"	1	x	10.00	=	10.00	Rft
Psychiatry Corridor	3	x	10.00	=	30.00	Rft
"	1	x	7.00	=	7.00	Rft
"	1	x	28.00	=	28.00	Rft
Eye/Gynae OPD	4	x	16.00	=	64.00	Rft
Crush Hall Corridor	4	x	11.00	=	44.00	Rft
Patios	2	x	9.00	=	18.00	Rft
"	1	x	16.00	=	16.00	Rft
"	2	x	9.00	=	18.00	Rft
"	4	x	22.00	=	88.00	Rft
"	8	x	11.00	=	88.00	Rft
"	4	x	11.00	=	44.00	Rft
"	2	x	10.00	=	20.00	Rft
Patio	32	x	22.00	=	704.00	Rft
"	16	x	10.00	=	160.00	Rft
Crosh Hall Corridor	4		9.00	=	36.00	Rft
"	6		11.00	=	66.00	Rft
Radiology Deptt:	2	x	20.00	=	40.00	Rft
"	2	x	10.00	=	20.00	Rft
"	1	x	8.00	=	8.00	Rft
Corridor	4	x	10.00	=	40.00	Rft
Ortho OPD	1	x	6.00	=	6.00	Rft
"	2	x	10.00	=	20.00	Rft
"	1	x	16.00	=	16.00	Rft
Ortho/Physio	1	x	63.00	=	63.00	Rft
Physio	1	x	31.00	=	31.00	Rft
"	1	x	8.00	=	8.00	Rft
"	1	x	17.00	=	17.00	Rft
Lab/Physio	1	x	11.00	=	11.00	Rft
Patio	2	x	39.00	=	78.00	Rft
"	2	x	28.00	=	56.00	Rft
Crush Hall	3	x	37.00	=	111.00	Rft
"	1	x	10.00	=	10.00	Rft
Psychiatry Corridor	3	x	10.00	=	30.00	Rft
"	1	x	7.00	=	7.00	Rft
"	1	x	28.00	=	28.00	Rft
Eye/Gynae OPD	4	x	16.00	=	64.00	Rft
Crush Hall Corridor	4	x	11.00	=	44.00	Rft
Joints at roof N/S	8	x	42.00	=	336.00	Rft
"	4	x	27.00	=	108.00	Rft
"	2	x	31.00	=	62.00	Rft
"	4	x	20.00	=	80.00	Rft
"	4	x	47.00	=	188.00	Rft
"	8	x	17.00	=	136.00	Rft
"	2	x	51.00	=	102.00	Rft
"	4	x	13.00	=	52.00	Rft
Rain water Drains	16	x	30.00	=	480.00	Rft
"	16	x	42.00	=	672.00	Rft
"	8	x	30.00	=	240.00	Rft

"	8	x	24.00			=	192.00	Rft		
"	2		550.00			=	1100.00	Rft		
"	2		145.00			=	290.00	Rft		
						=	6712.00	Rft		
						=	2,044.53	M		
			06-25-j		@	Rs	1,817.26		Rs	3715449.49

7 P/F MS sheet 6.25mm thick over building joint i/c fixing of Angle iron 3/4"x3/4"x3/16" at the edges inside the joint applying red oxide and 03 coats of oil paint of approved manufacturer and shade etc complete in all respect as per specification and instructions of Engineer Incharge

Radiology Deptt:	2	x	20.00	x	0.83	=	33.20	Sft		
"	2	x	10.00	x	0.83	=	16.60	Sft		
"	1	x	8.00	x	0.83	=	6.64	Sft		
Corridor	4	x	10.00	x	0.83	=	33.20	Sft		
Ortho OPD	1	x	6.00	x	0.83	=	4.98	Sft		
"	2	x	10.00	x	0.83	=	16.60	Sft		
"	1	x	16.00	x	0.83	=	13.28	Sft		
Ortho/Physio	1	x	63.00	x	0.83	=	52.29	Sft		
Physio	1	x	31.00	x	0.83	=	25.73	Sft		
"	1	x	8.00	x	0.83	=	6.64	Sft		
"	1	x	17.00	x	0.83	=	14.11	Sft		
Lab/Physio	1	x	11.00	x	0.83	=	9.13	Sft		
Patio	2	x	39.00	x	0.83	=	64.74	Sft		
"	2	x	28.00	x	0.83	=	46.48	Sft		
Crush Hall	3	x	37.00	x	0.83	=	92.13	Sft		
"	1	x	10.00	x	0.83	=	8.30	Sft		
Psychiatry Corridor	3	x	10.00	x	0.83	=	24.90	Sft		
"	1	x	7.00	x	0.83	=	5.81	Sft		
"	1	x	28.00	x	0.83	=	23.24	Sft		
Eye/Gynae OPD	4	x	16.00	x	0.83	=	53.12	Sft		
Crush Hall Corridor	4	x	11.00	x	0.83	=	36.52	Sft		
						=	587.64	Sft		
						=	54.61			
							45000.00	kg		
			16-54		@	Rs	349.79		Rs	15740550.00
									Rs	24461047.68
									Rs	**1291251.68**
								Total MRS	Rs	23169796.00
								Location Factor 1.03	Rs	**695093.88**
								Total	Rs	**25156141.56**
								G.Tota Rs.		**25156141.56**