



**GOVERNMENT OF PAKISTAN
MINISTRY OF NATIONAL FOOD SECURITY & RESEARCH
NATIONAL SEED DEVELOPMENT AND REGULATORY AUTHORITY
(NSDRA)**

**PROVISION OF INTERNAL OFFICE PARTITIONING
AND OTHER MISC. WORKS AT MALL OF
ISLAMABAD, JINNAH AVENUE, BLOCK J F-7/1 BLUE
AREA, ISLAMABAD**

TECHNICAL BID

**BIDDING DOCUMENTS
VOLUME – I**

INSTRUCTIONS TO BIDDERS
BIDDING DATA
LETTER OF TECHNICAL BID
SCHEDULES TO BID
CONDITIONS OF CONTRACT
CONTRACT DATA

MAY, 2026



**NATIONAL ENGINEERING SERVICES PAKISTAN (Pvt.) LIMITED
NESPAK HOUSE, SECTOR G-5/2, ISLAMABAD**

INTERNAL OFFICE PARTITIONING AND MISC WORKS AT NSDRA

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**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**IB.1 Scope of Bid**

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

IB.2 Source of Funds

- 2.1 The Employer has applied for/received a loan/credit from the source (s) indicated in the Bidding Data Sheet in various currencies towards the cost of the project specified in the Bidding Data Sheet 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. Duly licensed by the Pakistan Engineering Council (PEC) in the category relevant to the value of the Works.
 - b. Having valid Tax Certifications as describe in bidding documents.
 - c. Should meet the requirements as describe under qualification criteria (Schedule G).

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 participates in more than one bid (other than alternatives pursuant to Clause IB.16) 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 Employer 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 examine the Site of Works 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 construction of the Works. 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 Employer 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 Employer, 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 Sheet.
 3. General Conditions of Contract, Part-I(GCC).
 4. Particular Conditions of Contract, Part-II(PCC).
 5. Specifications – Special Provisions.
 6. Specifications – Technical Provisions.
 7. Form of Bid & Appendices to Bid.
 8. Bill of Quantities (Appendix-D to Bid).
 9. Form of Bid Security.
 10. Form of Contract Agreement.
 11. Forms of Performance Security and Mobilization Advance Guarantee/Bond and Form of Indemnity Bond for Secured Advance
 12. 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.26, 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 Employer in writing at the Employer’s address indicated in the Invitation for Bids. The Employer will respond to any request for clarification which he receives earlier than 28 days prior to the deadline for submission of bids.

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

IB.9 Amendment of Bidding Documents

- 9.1 At any time prior to the deadline for submission of bids, the Employer may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by issuing addendum.
- 9.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to IB 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 Employer.
- 9.3 To afford prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may extend the deadline for submission of bids in accordance with Clause IB.20

C. PREPARATION OF BIDS

IB.10 Language of Bid

- 10.1 The bid and all correspondence and documents related to the bid exchanged by a bidder and

the Employer shall be in the bid language stipulated in the Bidding Data Sheet and Particular Conditions of 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 The Bid shall comprise two envelopes submitted simultaneously, one called the **Technical Bid** and the other the **Price Bid**, containing the documents listed in Bidding Data Sheet under the heading of IB 11.1 A & B respectively. Both envelopes to be enclosed together in an outer single envelope called the Bid. Each bidder shall furnish all the documents as specified in Bidding Data Sheet 11.1 A & B.
- 11.2 Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all partners. Alternatively, a Letter of Intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed agreement. The role to be played by each partner to be specified therein. Bids submitted by a joint venture of two (2) or more firms shall comply with the following requirements:
- (a) In case of a successful bid, the Form of JV Agreement shall be signed so as to be legally binding on all partners within 7 days of the receipt of letter of acceptance failing which the contract and the letter of acceptance shall stand void and redundant.
 - (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 Employer regarding all matters related with and/or incidental to the execution of Works as per the terms and Conditions of JV Agreement 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 JV Agreement (in case of a successful bid); and
 - (e) A copy of JV agreement shall be submitted before signing of the Contract, stating the conditions under which JV 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. The JV Agreement shall be made part of the contract. No amendments / modifications whatsoever in the joint venture agreement shall be agreed to between the joint venture partners without prior written consent of the Employer.
- 11.3 The Bidder shall furnish, as part of the Technical Bid, a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated Bidding Forms, in sufficient detail to demonstrate the adequacy of the Bidders' proposal to meet the work requirements and the completion time referred to in Sub-Clause 1.2 hereof.

IB.12 Bid Prices

- 12.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole of the Works as described in IB 1.1 hereof, based on the unit rates and / or prices submitted by the bidder.
- 12.2 The bidders shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by a bidder will not be paid for by the Employer when executed and shall be deemed covered by rates and prices for other items in the Bill of Quantities.
- 12.3 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.
- 12.4 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 70 of the Conditions of Contract. The bidders shall furnish the prescribed information for the price adjustment formulae in Appendix C to Bid and shall submit with the 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 inputs to the Works supplied from outside the Employer's country (referred to as the "Foreign Currency Requirements") shall indicate the same in Appendix-B to Bid. The proportion of the Bid Price (excluding Provisional Sums) needed by him for the payment of such Foreign Currency Requirements either (i) entirely in the currency of the Bidder's home country or, (ii) at the bidder's option, entirely in Pak rupees provided always that a bidder expecting to incur expenditures in a currency or currencies other than those stated in (i) and (ii) above for a portion of the foreign currency requirements, and wishing to be paid accordingly, shall indicate the respective portions in his bid.
- 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 Bid Validity

- 14.1 Bids shall remain valid for the period stipulated in the Bidding Data Sheet after the Date of Bid Opening specified in Clause IB.23.
- 14.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request that the bidders extend the period of validity for a specified additional period which shall in no case be more than the original bid validity period. The request and the 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.15 in all respects.

IB.15 Bid Security

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

- 15.2 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 in favor of the Employer valid for a period 28 days beyond the Bid Validity date.
- 15.3 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer as non-responsive.
- 15.4 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.
- 15.5 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security in the form of Insurance Guaranty and signed the Contract Agreement.
- 15.6 The Bid Security may be forfeited:
- (a) If the bidder withdraws his bid except as provided in IB 22.1;
 - (b) If the bidder does not accept the correction of his Bid Price pursuant to IB 27.2 hereof; or
 - (c) In the case of successful bidder, if he fails within the specified time limit to:
 - (i) Furnish the required Performance Security;
 - (ii) Sign the Contract Agreement, or
 - (iii) Furnish the required JV agreement within 7 days of the receipt of letter of acceptance.

IB.16 Alternate Proposals by Bidder

- 16.1 Should any bidder consider that he can offer any advantages to the Employer 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 construction methodology; and (d) any other relevant details / conditions, provided always that the total sum entered on the Letter of Price Bid shall be that which represents complete compliance with the Bidding Documents. The technical details and financial implication involved are to be submitted in two separate sealed envelopes as to be followed in main bid proposals.
- 16.2 Alternate Proposal(s), if any, of the lowest evaluated responsive bidder only may be considered by the Employer as the basis for the award of Contract to such bidder.

IB.17 Pre-Bid Meeting

- 17.1 The Employer may, on his own motion or at the request of any prospective bidder(s), hold a pre-bid meeting to clarify issues and to answer any questions on matters related to the Bidding Documents. The date, time and venue of pre-bid meeting, if convened, is as stipulated in the Bidding Data Sheet. All prospective bidders or their authorized representatives shall be invited to attend such a pre-bid meeting.
- 17.2 The bidders are requested to submit questions, if any, in writing so as to reach the Employer not later than seven (7) days before the proposed pre-bid meeting.
- 17.3 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 IB 7.1 hereof, which may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause IB.9 and not through the minutes of the pre-bid

meeting.

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

IB.18 Format and Signing of Bid

- 18.1 Bidders are particularly directed that the amount entered on the Letter of Price Bid shall be for performing the Contract strictly in accordance with the Bidding Documents.
- 18.2 All appendices to Bid are to be properly completed and signed.
- 18.3 No alteration is to be made in the Letters of Price and Technical Bids nor in the Appendices thereto except in filling up the blanks as directed. If any such alterations be made or if these instructions be not fully complied with, the bid may be rejected.
- 18.4 The Bidder shall prepare one original of the Technical Bid and one original of the Price Bid comprising the Bid as described in Bidding Data Sheet against IB 11 and clearly mark it “**ORIGINAL - TECHNICAL BID**” and “**ORIGINAL - PRICE BID**”. In addition, the Bidder shall submit two (2) copies of the Bid and clearly mark each of them “COPY.” In the event of any discrepancy between the original and the copies, the original shall prevail.
- 18.5 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the Bidding Data Sheet and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, except for unamended printed literature, shall be signed or initialed by the person signing the bid.
- 18.6 Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.
- 18.7 Bidders shall indicate in the space provided in the Letter of Technical and Price Bids, their full and proper addresses at which notices may be legally served on them and to which all correspondence in connection with their bids and the Contract is to be sent.
- 18.8 Bidders should retain a copy of the Bidding Documents as their file copy.

D. SUBMISSION OF BIDS FOR SINGLE STAGE TWO ENVELOPE BIDDING PROCEDURE

THROUGH EPADS STANDARD FORMAT

**E BID OPENING AND EVALUATION FOR SINGLE STAGE TWO ENVELOPE BIDDING
PROCEDURE
THROUGH EPADS STANDARD FORMAT**

IB.24 Process to be Confidential

- 24.1 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 Employer'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.25 Clarification of Bids

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

IB.26 Examination of Bids and Determination of Responsiveness

- 26.1 Prior to the detailed evaluation of bids, the Employer will determine whether each bid is substantially responsive to the requirements of the Bidding Documents.
- 26.2 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) Includes signed Integrity Pact where required as per clause IB.35 and (v) 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 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) adoption/rectification whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids. Only substantially responsive bid shall be considered for further evaluation.
- 26.3 If a bid is not substantially responsive, it may not subsequently be made responsive by correction or withdrawal of the non-conforming material deviation or reservation. The Employer may, however, seek confirmation/ clarification in writing which shall be responded in writing.

IB.27 Correction of Errors

- 27.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:
 - (a) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and
 - (b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the Employer there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern and the unit rate will be corrected.
- 27.2 The amount stated in the Letter of Price Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and 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 IB.15.6 (b) hereof.

IB.28 Evaluation and Comparison of Bids

- 28.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause IB.26.
- 28.2 In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:

- (a) Making any correction for errors pursuant to Clause IB.27;
- (b) Excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities, but including competitively priced Day work; and

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

- 28.3 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.
- 28.4 If the Bid of the successful bidder is seriously unbalanced in relation to the Employer's estimate of the cost of work to be performed under the Contract, the Employer may require the bidder to produce detailed price analyses for any or all items of the Bill of Quantities to demonstrate the internal consistency of those prices with the construction methods and schedule proposed.

F. AWARD OF CONTRACT

IB.29 Award

- 29.1 Subject to Clauses IB.30 and IB.34, the Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such bidder has been determined to be eligible in accordance with the provisions of Clause IB.3 and qualify pursuant to IB 29.2.
- 29.2 The Employer, at any stage of the bid evaluation, having credible reasons for or prima facie evidence of any defect in bidder's capacities, may require the bidders to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not: Provided that such qualification shall only be laid down after recording reasons in writing. They shall form part of the records of that bid evaluation report.

IB.30 Employer's Right to Accept any Bid and to Reject any or all Bids

- 30.1 Notwithstanding Clause IB.29, the Employer reserves the right to accept or reject any Bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidders or any obligation except that the grounds for rejection of all bids shall upon request be communicated to any bidder who submitted a bid, without justification of grounds. Rejection of all bids shall be notified to all bidders promptly.

IB.31 Notification of Award

- 31.1 Prior to expiration of the period of bid validity prescribed by the Employer, the Employer will notify the successful bidder in writing ("Letter of Acceptance") that his Bid has been accepted. This letter shall name the sum which the Employer will pay the Contractor in consideration of the execution and completion of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called the "Contract Price").
- 31.2 No Negotiation with the bidder having evaluated as lowest responsive or any other bidder shall be permitted.
- 31.3 The notification of award and its acceptance by the bidder will constitute the formation of the Contract, binding the Employer and the bidder till signing of the formal Contract Agreement.

IB.32 Performance Security

- 32.1 5 % of total amount in the form of Insurance guaranty from a minimum AA or AA+ rating from PACRA or VIS for insurance/Takaful providers

IB.33 Signing of Contract Agreement

- 33.1 The formal Agreement between the Employer and the successful bidder shall be executed within 14 days of the receipt of the Contract Agreement by the successful bidder from the Employer.

IB. 34 General Performance of the Bidders

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

IB.35 Integrity Pact

The Bidder shall sign and stamp the Integrity Pact provided at Schedule - F 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.36 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.

BIDDING DATA

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

**Instructions to
Bidders**
Clause Reference

Clause IB.1
Sub Clause 1.1

Scope of Bid
Name and address of the Employer

The Employer is:

National Seed Development and Regulatory Authority (NSDRA)
Islamabad, Pakistan

(Hereinafter called “The Employer” Which expression shall include the successors, legal representatives and permitted assignees).

The Employer’s Representative is:

Assistant Director/Director Admin
National Seed Development and Regulatory Authority (NSDRA)
Ministry of National Food Security & Research, Government of Pakistan
Plot No 25, Street 6, Sector H-9/1 Islamabad.

Name of the Project & Summary of the Works

The name of the Project is:

“ Provision Of Internal Office Partitioning And Other Misc. Works At Mall Of Islamabad, Jinnah Avenue, Block J F-7/1 Blue Area, Islamabad”

The Summary of Works:

The scope of works comprises of Provision Of Internal Office Partitioning (Aluminium) And Other Misc. Works At Mall Of Islamabad, Jinnah Avenue, Block J F-7/1 Blue Area, Islamabad, including all allied civil, electrical, fixing, fitting, installation, finishing and related Work, lying within the boundaries and limits shown on the Drawings and any such additional areas adjacent thereto as may be designated by the Engineer from time to time for the construction to be performed under the Contract, and all such areas and additional areas shall comprise the Site.

Sub-Clause 1.2

Time for Completion

120 days

Sub-Clause 2.1

Source of Funds

The Employer has sufficient funds of its own to cover the Cost of the entire Project for which these Bidding Documents are issued.

Clause IB.7

Contents of Bidding Documents

Volume-I

1. Instructions to Bidders and Bidding Data Sheet
 2. Letter of Technical Bid and Schedules to Bid
- Schedules to Bid comprises the following:
- i. Schedule B: Specific Works Data
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Volume-II

- i. Letter of Price Bid
- ii. Preamble to Schedule of Prices
- iii. Schedule A: Schedule of Prices

Clause IB.8 Clarification of Bidding Documents

Sub-Clause 8.1 Time limit for clarification

7 Days

Clause IB.10 Language of Bid

Sub-Clause 10.1 English.

Clause IB.11 Documents Accompanying the Bid

11.1 (A) The Bidder shall submit with its **Technical Bid** the following documents:

Volume – I

- (i) Letter of Technical Bid
- (ii) Bid security in accordance with Sub-Clause IB. 15.1
- (iii) Original Bidding Documents (Volume – I)
- (iv) Dully filled in Schedules to Bid
- (v) Qualification documents establishing bidders' eligibility as per Schedule-G

11.1 (B) The Bidder shall submit with its **Price Bid** the following documents:

Volume - II

- (a) Letter of Price Bid
- (b) Preamble to Schedule of Prices
- (c) Schedule of Prices

Clause IB.12	Bid Prices
Sub-Clause 12.2	The bidders shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Unit rate offered for an item shall be considered up to two significant decimals places for evaluation purposes. Items against which no rate or price is entered by a bidder will not be paid for by the Employer when executed and shall be deemed covered by rates and prices for other items in the Bill of Quantities. Corrections in rates and prices, if any, shall be made by crossing out, initialing, dating and re-writing.
Sub-Clause 12.3	<p>The Bidder shall obtain all information as to Pakistan Income Tax, Salaries Tax, Company Taxes, Municipal Octories, Levies and any other taxes imposed by the Government of Pakistan/Provincial Governments/local bodies, export and import duties and necessary permits and conform the requirements thereof at his own responsibility and include the same in quoted Bid Price. The quoted Bid Price shall also include the cost of accepting the general risks/ liabilities and obligations set forth or implied in the Contract. No claim at any later stage on this account will be entertained.</p> <p>All duties / stamp duty, 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.</p> <p>Additional / reduced duties, taxes and levies due to subsequent additions or changes in legislation shall be reimbursed / deducted as per Sub-Clause 70.2 of the General Conditions of Contract Part-I.</p>
Clause IB.13	Currencies of Bid and Payment
Sub-Clause 13.1	The unit rates and the prices shall be quoted by the bidder entirely in Pak rupees. The payments to the Contractor for the works done shall be made in Pakistani Rupees.
Clause IB.14	Bid Validity
Sub-Clause 14.1	Period of Bid validity: One hundred twenty (120) days.
Clause IB.15	Amount of Bid Security
Sub-Clause 15.1	Rs. 1000000/-

Clause IB.17

Pre-Bid Meeting

Sub-Clause 17.1

Date, time, and venue of the pre-Bid meeting:

Sub-Clause 17.2

The Bidders are requested to submit any questions through EPADS.

Clause IB.18

Format and Signing of Bid

Sub-Clause 18.4

Number of copies of Bid:

Sub-Clause 18.5

The Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder pursuant to Sub-Clause 11.1(A) hereof. All pages of the Bid shall be initialed and stamped by the person or persons signing the Bid. One (1) copy of Power of Attorney must be attached to the Bid submitted to the Employer if this Bid is signed / executed by a person other than the President, Partner or Owner of the Bidder's Company.

Clause IB.19

Sealing and Marking of Bids

Sub-Clause 19.1

the technical bid shall comprise of documents listed in IB-11.1 (A) and the price bid shall comprise of documents listed in IB-11.1 (B) which shall be uploaded on EPADS.

Sub-Clause 19.2

(a) Employer's address for the purpose of Bid submission is as follows:

Assistant Director/Director Admin

National Seed Development and Regulatory Authority (NSDRA)
Ministry of National Food Security & Research, Government of Pakistan
Plot No 25, Street 6, Sector H-9/1 Islamabad.

(b) Name & identification number of the Contract is as follows:

Name: “Provision Of Internal Office Partitioning And Others Misc. Works At Mall Of Islamabad, Jinnah Avenue, Block J F-7/1 Blue Area, Islamabad”

Clause IB.20

Deadline for Submission of Bids

Sub-Clause 20.1(a)

Time and date of bid submission and bid opening shall be as per the data provided in the Invitation for Bids.

Clause IB.23

Bid Opening

Sub-Clause 23.1

Venue, time, and date of Bid opening.

As provided in Invitation for Bids.

Clause IB-28

Evaluation and Comparison of Bids

Sub-Clause 28.2

Clause IB.32

Performance Security

5 % of total amount in the form of Insurance guaranty from a minimum AA or AA+ rating from PACRA or VIS for insurance/Takaful providers

Clause IB.33

Signing of Contract Agreement

Sub-Clause 33.1

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

**LETTER OF TECHNICAL BID
AND SCHEDULES TO BID**

Letter of Technical Bid

Date:

To:

Assistant Director/Director Admin
National Seed Development and Regulatory Authority (NSDRA)
Ministry of National Food Security & Research, Government of Pakistan
Plot No 25, Street 6, Sector H-9/1 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:
'Provision Of Internal Office Partitioning and Other Misc. Works At Mall Of Islamabad, Jinnah Avenue, Block J F-7/1 Blue Area, Islamabad'
(c) Our Bid consisting of the Technical Bid and the Price Bid shall be valid for a period of 120 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 for a period of 120 days.
(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 IB16.
(f) We agree to permit Employer or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors. This permission is extended for verification of any information provided in our Technical Bid which comprises all documents enclosed herewith in accordance with IB.11.1 of the Bidding Data Sheet.

Name

In the capacity of

Signed

Duly authorized to sign the Bid for and on behalf of

Date
.....
.....

Address.....

SCHEDULES TO BID INCLUDE THE FOLLOWING:

- Schedule B to Bid: Specific Works Data
- Schedule C to Bid: Works to be Performed by Subcontractors
- Schedule D to Bid: Proposed Programme of Works
- Schedule E to Bid: Method of Performing Works
- Schedule F to Bid: Integrity Pact
- Schedule G to Bid: Qualification Criteria
- Schedule H to Bid: List of Recommended Manufacturers

BB-1

SCHEDULE - B TO BID

SPECIFIC WORKS DATA

NIL

SCHEDULE – C TO BID

WORKS TO BE PERFORMED BY SUBCONTRACTORS

The bidder will do the work with his own forces except the work listed below which he intends to sub-contract.

Items of Works to be Sub-Contracted	Name and address of Sub-Contractors	Statement of similar works previously executed (Attach evidence)
--	--	--

Note:

1. No change of Sub-Contractors shall be made by the bidder without prior approval of the Employer.
2. The truthfulness and accuracy of the statement as to the experience of Sub-Contractors is guaranteed by the bidder. The Employer's judgment shall be final as to the evaluation of the experience of Sub-Contractors submitted by the bidder.
3. Statement of similar works shall include description, location & value of works, year completed and name & address of the clients.

PROPOSED PROGRAMME OF WORKS

Bidder shall provide a programme in a bar-chart showing the sequence of work items by which he proposes to complete the Works of the entire Contract. The programme should indicate the sequence of work items and the period of time during which he proposes to complete the Works including the activities like designing, schedule of submittal of drawings, ordering and procurement of materials, manufacturing, delivering, construction of civil works, erection, testing and commissioning of Works to be supplied under the Contract.

SCHEDULE – E TO BID

METHOD OF PERFORMING WORKS

- The bidder is required to submit a narrative outlining the method of performing the Works. The narrative should indicate in detail and include but not be limited to:
- The sequence and methods in which he proposes to carry out the Works, including the number of shifts per day and hours per shift, he expects to work.
- A list of all major items of constructional and erectional plant, tools and vehicles proposed to be used in delivering/carrying out the Works at Site
- The procedure for installation of equipment and transportation of equipment and materials to the site.
- Organisation chart indicating head office & field office personnel involved in management, supervision and engineering of the Works to be done under the Contract.

SCHEDULE – F TO BID

(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: _____
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 times 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:
[Seal]

Signature:
[Seal]

QUALIFICATION CRITERIA

Qualification of Bidders shall be evaluated on the basis of mentioned criteria with at least **80% score** in each category regarding the Bidder’s financial soundness, experience record, personnel capabilities and equipment capabilities, in addition to mandatory requirements.

The Employer reserves the right to waive minor deviations, if they do not materially affect the capability of the Bidder to perform the Contract.

A. Mandatory Requirements:

- i. Valid registration with PEC in C-3 or above, in relevant code of specialization i.e.CE10,CE11 (ix).
- ii. Affidavit of no blacklisting prepared within the current month of submission of Bids.
- iii. Information on any litigation or arbitration resulting from contracts completed or under execution by the Bidder. In case, the firm has never been involved in litigation, an affidavit to such effect should be provided.
- iv. Registration with income tax department (Valid NTN).
- v. Registration with Sales Tax Department (Valid Sales Tax).
- vi. Must have Valid Professional Tax Certificate (Division Rawalpindi/Islamabad).
- vii. On Active Tax Payer’s List of Federal Board of Revenue.
- viii. Bidder must submit at least one 3D design proposal along with the bidding documents.

B. Other Requirements:

The assigned weightages for the different categories shall be as follows:

Sr. No.	Category	Weightage / Marks
01	Experience Record	50
02	Proper Office In Rawalpindi/ Islamabad	10
03	Personnel Capabilities	15
04	Equipment Capabilities	15
05	Financial Soundness:	10
	Total:	100

1. Experience:

Points for experience will be given on the basis of the following criteria:

Sr. No.	Sub-Category	Maximum Marks	Marks Allocation
a)	Project of similar nature and complexity (Renovation of Govt. Building Works) Completed during last Five years or currently in-hand.	30	<ul style="list-style-type: none"> • Maximum Marks for Single work order (Original or Enhanced) of 50 M or Above
b)	Must have worked in RED Zones (Special Security Zones i.e POF, SPU etc.)	20	<ul style="list-style-type: none"> • Maximum Marks for Single or Multiple works (Original or Enhanced) upto 5 M or Above
Total Marks Allocated		50	

Schedule-G to Bid

Note:

- i. The applicants must provide “Letter of Award” of in- hand projects and Taking Over/Completion Certificate of completed projects. No marks will be given to the projects for which above letter/certificate is not provided.
- ii. Applicant shall provide complete information of the projects including scope, cost etc.

2. Proper Office In Rawalpindi/ Islamabad:

Sr. No.	Sub-Category	Maximum Marks	Marks Allocation
a)	Firm have proper commercial office setup (owned or rented) in Rawalpindi/ Islamabad.	10	<ul style="list-style-type: none"> • Maximum Marks for office based in Rawalpindi/Islamabad.
Total Marks Allocated		10	

Note:

- i. The applicants must provide Office Rent Agreement/ Ownership Proof.

3. Personnel Capabilities

Sr. No	Designation	Maximum Marks	Marks Allocation
1.	Site Engineer – B.Sc Civil Engineering	6	<ul style="list-style-type: none"> • 6 Marks will be awarded for B.Sc. Civil Engineer registered with Pakistan Engineering Council.
2.	Site Supervisor - Associate Engineer having B-Tech/B.Sc Civil (Other than Site Engineer) /DAE (Civil)	5	<ul style="list-style-type: none"> • 5 Marks will be awarded for Associate Engineer B-Tech/B.Sc / DAE (Civil).
3.	Foreman	4	<ul style="list-style-type: none"> • 4 mark will be awarded for foreman.
Total Marks Allocated		15	

Notes:

- i. The applicant must provide verifiable proof of employment of the staff and attach detailed CVs & valid PEC Registration Certificates / Diploma / Certificates of the Engineer, DAEs staff.

4. Equipment Capabilities

Sr. No.	Description	Min. Required	Marks Allocation
1.	Tractor Trolley	01 No.	2
2.	Scaffolding	8,000Rft	2
3.	Generator (5 KVA)	01 No.	2
4.	Survey Equipment	01 No.	2
5.	Welding Plant	01 No.	1.5
Total Marks Allocated			15

Notes:

- i. Proportionate marks will be awarded if minimum number of corresponding equipment is less than minimum required.

- ii. Applicant will also provide an undertaking (on Firm's Letter Head) to the effect that the aforementioned equipment is available with the firm.

5. Financial Capabilities

The Bidder shall submit copies of annual audit reports for the last three years duly certified by the Chartered Accounts / Bank, line(s) of credits and must indicate the soundness of the Applicants financial position.

The minimum annual volume of construction work (Annual Turn-Over) shall be during any of the last three years as under.

Annual Turn Over		Marks
i.	Rs. 20 million to 30 million	1.5
ii.	Above Rs. 30 million	3.5
Maximum Marks Allocated		5

The minimum amount of Working Capital (current) & credit facilities (in specific name of this project), shall be as under.

Working Capital		Marks
i.	Rs. 10 million to 15 million	1.5
ii.	Above Rs. 15 million	3.5
Maximum Marks Allocated		5

Bidder shall provide verifiable documentary evidence to demonstrate their Experience, Personnel, Equipment and Financial Capabilities.

CONDITIONS OF CONTRACT

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CONDITIONS OF CONTRACT

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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 Employer’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 Employer’s drawings of the Works as listed in the Contract Data, and any Variation to such drawings.

Persons

1.1.4 “Employer” 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 Employer) any assignee.

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

Dates, Times and Periods

1.1.7 “Commencement Date” means the date 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 “Employer’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 Employer where the Works are to be executed, and any other places specified in the Contract as forming part of the Site.
- 1.1.18 “Variation” means a change which is instructed by the Engineer/Employer 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 notified by the Employer 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 Islamic Republic of Pakistan.

1.5 **Communications**

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

1.6 **Statutory Obligations**

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

2. THE EMPLOYER

2.1 **Provision of Site**

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

2.2 **Permits etc.**

The Employer shall, if requested by the Contractor, assist him in applying for permits,

licences or approvals which are required for the Works.

2.3 **Engineer's/Employer's Instructions**

The Contractor shall comply with all instructions given by the Employer or the Engineer, if notified by the Employer, 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/Employer shall affect the Contractor's obligations.

3. **ENGINEER'S/EMPLOYER'S REPRESENTATIVES**

3.1 **Authorised Person**

The Employer 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 Employer 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/Employer's Representative**

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

4. **THE CONTRACTOR**

4.1 **General Obligations**

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

4.2 **Contractor's Representative**

The Contractor shall 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 Employer for such appointment which consent shall not be unreasonable withheld by the Employer. 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 Employer 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 Employer.

4.4 **Performance Security**

5 % of total amount in the form of Insurance guaranty from a minimum AA or AA+ rating from PACRA or VIS for insurance/Takaful providers

5. DESIGN BY CONTRACTOR**5.1 As Specified in Schedule G****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/Employer shall be responsible for the Specifications and Drawings.

6. EMPLOYER'S RISKS**6.1 The Employer's Risks**

The Employer'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 Employer 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 Employer's personnel or by others for whom the Employer 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 Employer and accepted by the Employer.

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 Programme

Within the time stated in the Contract Data, the Contractor shall submit to the Engineer/Employer a programme 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 Employer/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 Employer/Engineer for a reasonable extension in the time for the completion of Works. Subject to the aforesaid, the Employer/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 Employer/Engineer within such period as may be prescribed by the Employer/Engineer for the same; and

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

10. VARIATIONS AND CLAIMS

10.1 Right to Vary

The Employer/Engineer may issue Variation Order(s) in writing. Where for any reason it has not been possible for the Employer/Engineer to issue such Variations Order(s), the Contractor may confirm any verbal orders given by the Employer/Engineer in writing and if the same are not refuted/denied by the Employer/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/Employer considers appropriate, or
- e) if the Engineer/Employer 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/Employer in writing as soon as he is aware of

any circumstance which may delay or disrupt the Works, or which may give rise to a claim for additional payment.

To the extent of the Contractor's failure to notify, which results to the Engineer/Employer being unable to keep all relevant records or not taking steps to minimise 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 Employer's Risks, the Contractor shall be entitled to the amount of such Cost. If as a result of any Employer's Risk, it is necessary to change the Works, this shall be dealt with as a Variation subject to Contractor's notification for intention of claim to the Engineer/Employer within fourteen (14) days of the occurrence of cause.

10.5 **Variation and Claim Procedure**

The Contractor shall submit to the Engineer/Employer an itemized make-up of the value of variations and claims within twenty eight (28) days of the instruction or of the event giving rise to the claim. The Engineer/Employer shall check and if possible agree the value. In the absence of agreement, the Employer 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 47, be paid by the Employer to the Contractor within 30 days after such Interim Payment Certificate has been jointly verified by Employer and Contractor, or, in the case of the Final Certificate referred to in Sub Clause 60.8, within 60 days after such Final Payment Certificate has been jointly verified by Employer 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 Employer to make payment within the times stated, the Employer 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 69.

(b) **Valuation of the Works**

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

11.2 **Monthly Statements**

The Contractor shall be entitled to be paid at monthly intervals:

- a) the value of the Works executed; and
- b) The percentage of the value of Materials and Plant reasonably delivered to the Site, as stated in the Contract Data, subject to any additions or deductions

which may be due.

The Contractor shall submit each month to the Engineer/Employer a statement showing the amounts to which he considers himself entitled.

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 shall verify the same and within a period not exceeding thirty (30) days from the said date of submission by the Contractor, the Employer 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 Employer to the Contractor within fourteen (14) 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, all as referred to in Sub-Clause 9.1, which ever is the later.

11.5 **Final Payment**

Within twenty one (21) 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 Employer together with any documentation reasonably required to enable the Employer to ascertain the final contract value.

Within sixty (60) days from the date of receipt of the verified final account from the Engineer, the Employer shall pay to the Contractor any amount due to the Contractor. While making such payment the Employer 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/Employer or fails to proceed expeditiously and without delay, or is, despite a written complaint, in breach of the Contract, the Employer may give notice referring to this Sub-Clause and stating the default.

If the Contractor has not taken all practicable steps to remedy the default within fourteen (14) days after receipt of the Employer's notice, the Employer 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 Employer 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 Employer**

If the Employer fails to pay in accordance with the Contract, or is, despite a written complaint, in breach of the Contract, the Contractor may give notice referring to this Sub-Clause and stating the default. If the default is not remedied within fourteen (14) days after

the Employer's receipt of this notice, the Contractor may suspend the execution of all or parts of the Works.

If the default is not remedied within twenty eight (28) days after the Employer'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 demobilise 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 demobilise from the Site leaving behind, in the case of the Contractor's insolvency, any Contractor's Equipment which the Employer instructs in the notice is to be used for the completion of the Works.

12.4 Payment upon Termination

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

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) any sums to which the Employer is entitled,
- c) if the Employer has terminated under Sub-Clause 12.1 or 12.3, the Employer 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 demobilisation 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 Employer's/Engineer's issuance of Certificate of Completion under Sub-Clause 8.2. Responsibility shall then pass to the Employer. If any loss or damage happens to the Works during the above period, the Contractor shall rectify such loss or damage so that the Works conform with the Contract.

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

13.2 Force Majeure

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

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

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

Site, adjusted by the following:

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) the cost of his demobilization, and
- c) less any sums to which the Employer is entitled.

The net balance due shall be paid or repaid within thirty five (35) days of the notice of termination.

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 Employer's Risks under Sub-Clause 6.1. The policies shall be issued by insurers and in terms approved by the Employer. The Contractor shall provide the Engineer/Employer with evidence that any required policy is in force and that the premiums have been paid.

14.2 Default

If the Contractor fails to effect or keep in force any of the insurances referred to in the previous Sub-Clause, or fails to provide satisfactory evidence, policies or receipts, the Employer may, without prejudice to any other right or remedy, effect insurance for the cover relevant to such as a default and pay the premiums due and recover the same plus a sum in percentage 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 Employer and the Contractor in connection with the Works, the matter in dispute shall, in the first place, be referred in writing to the Engineer, with a copy to the other party. Such reference shall state that it is made pursuant to this Clause. No later than the twenty eight (28) days after the day on which he received such reference, the Engineer shall give notice of his decision to the Employer and the Contractor.

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

15.2 Notice of Dissatisfaction

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

16 INTEGRITY PACT

16.1 If the Contractor, or any of his Sub-Contractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Schedule-F to his Bid, then the Employer shall be entitled to:

- (a) recover from the Contractor an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Contractor or any of his Sub-Contractors, agents or servants;
- (b) terminate the Contract; and
- (b) recover from the Contractor any loss or damage to the Employer as a result of such termination or of any other corrupt business practices of the Contractor or any of his Sub-Contractors, agents or servants.

On termination of the Contract under Sub-Para (b) of this Sub-Clause, the Contractor shall demobilize from the Site leaving behind Contractor's Equipment which the Employer instructs, in the termination notice, to be used for the completion of the Works at the risk and cost of the Contractor. Payment upon such termination shall be made under Sub-Clause 12.4, in accordance with Sub-Para (c) thereof, after having deducted the amounts due to the Employer under Sub-Para (a) and (c) of this Sub-Clause.

CONTRACT DATA

CONTRACT DATA

Sub-Clauses of Conditions of Contract

1.1.4 **The Employer** means

National Seed Development and Regulatory Authority (NSDRA), Islamabad.

The Engineer means

National Engineering Services Pakistan (Pvt.) Limited (NESPAK)

1.1.5 **The Contractor** means the Successful bidder, who shall be awarded the Works by the Employer and who shall then execute the Works in accordance with the Specifications, Drawings and other Terms & Conditions prescribed in Bid Documents, is called as the Contractor.

1.1.7 **Commencement Date** means the date of issue of Engineer's Notice to Commence.

1.1.9 **Time for Completion:** 120 Days

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

- (a) The Contract Agreement
- (b) Letter of Acceptance
- (c) The completed Letters of Technical & Price Bid
- (d) Contract Data
- (e) Conditions of Contract
- (f) The Specifications
- (g) The Schedules to Bid including Schedule of Prices

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

2.3 **Engineer's/Employer's Instructions:**

3.1 **Authorised person:** will be notified later

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

Representative of Employer:

Assistant Director/**Director Admin**
National Seed Development and Regulatory Authority (NSDRA)
Ministry of National Food Security & Research, Government of Pakistan
Plot No 25, Street 6, Sector H-9/1 Islamabad

Representative of the Engineer:

Project Manager
National Engineering Services Pakistan (Pvt) Limited
NESPAK House, G-5/2, Islamabad
Tel: 051-9221910 Fax: 051-9221914

4.4 **Performance Security:**

5 % of total amount in the form of Insurance guaranty from a minimum AA or AA+ rating from PACRA or VIS for insurance/Takaful providers

7.2 **Programme:**

Time for submission: Within seven (07) days of the Commencement Date.

Form of programme: Bar chart form showing the sequence of work items along with S-curve/Histogram by which the Contractor proposes to complete the entire contract.

7.4 Amount payable due to failure to complete shall be 0.44% per day up to a maximum of (10%) of sum stated in the Letter of Acceptance.

9.1 **Period for remedying defects**

Six Months after Completion Certificate.

10.2 **Valuation of Variations**

As specified in the Contract Documents

11.1(a) **Terms of Payments**

The Engineer shall certify to the Employer the amount of payment to the Contractor, which he considers due and payable in respect thereof, subject:

- i. firstly, to the retention of an amount equal to five percent (5%) of the work done, as retention money;
- ii. secondly, to the deduction of Advance Income Tax in accordance with Income Tax Ordinance 2000 or amendments enacted by the Government of Pakistan from time to time (at Employer end); and
- iii. thirdly, to the deduction of any sums which may have become due and payable by the Contractor to the Employer under the Contract.
- iv. Mobilization Advance shall only be valid up to 15% after provision of Insurance guaranty from a minimum AA or AA+ rating from PACRA or VIS for insurance/Takaful providers of same amount by the contractor.
- v. Secured advance shall be valid only of maximum 75% of dumped material (As evaluated by Engineer) and shall be valid on limited items i.e. Bricks, Blocks, Steel, Aluminum, Glass etc.

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

The work shall be measured for the units mentioned in the Schedule of Prices according to the Contract as determined by the Engineer from approved drawings, Specifications and Contract Documents. The works shall be measured net, notwithstanding any general or local custom, where otherwise provided for in the Contract.

The Engineer shall, except as otherwise stated, ascertain and determine by measurement and application of applicable rates, the value of the Works in accordance with the Contract and the Contractor shall be paid that value in accordance with relevant clause.

11.3 Interim Payments:

Within 7 Days.

11.4 Retention:

After issuance of Maintenance Certificate.

11.5 Final Payment:

Within 21 Days of Completion Certificate issued by client or consultant.

11.6 Currency of payment: Pak. Rupees

14.1 Insurances:

Arrangements:

Type of cover	Amount
Contractor's Equipment Third party-injury to persons damage to property, Workers	Full replacement cost Rs. 100,000/- per occurrence with number of occurrences unlimited.
Other Cover	As per law of the country

15.3 Arbitration

Place of Arbitration : Islamabad

STANDARD FORMS

FORM OF BID SECURITY
(Bank Guarantee)

Guarantee No. _____
Executed on _____

(Letter by the Guarantor to the Employer)

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

Name of Principal (Bidder) with
address: _____

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

Bid Reference No. _____ Date of Bid _____

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying Bid numbered and dated as above for _____ (Particulars of Bid) to the said Employer; and

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

- (1) that the Bid Security shall remain valid for a period of twenty eight (28) days beyond the period of validity of the bid;
- (2) that in the event of;
 - (a) the Principal withdraws his Bid during the period of validity of Bid, or
 - (b) the Principal does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) of Instructions to Bidders, or
 - (c) failure of the successful bidder to
 - (i) sign the proposed Contract Agreement, in accordance with Sub-Clauses IB-33 of Instructions to Bidders,

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

NOW THEREFORE, if the successful bidder shall, within the period specified therefore, on the prescribed form presented to him for signature enter into a formal Contract Agreement with the said Employer in accordance with his Bid as accepted and furnish within seven (07) days of receipt of Letter of Acceptance, as may be required, upon the form prescribed by the said Employer for the faithful performance and proper fulfilment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

PROVIDED THAT the Guarantor shall forthwith pay to the Employer the said sum stated above upon first written demand of the Employer without cavil or argument and without requiring the Employer to

prove or to show grounds or reasons for such demand, notice of which shall be sent by the Employer by registered post duly addressed to the Guarantor at its address given above.

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

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

Guarantor (Bank)

Witness:

1. Signature _____

1. _____

2. Name _____

Corporate Secretary (Seal)

3. Title _____

2. _____

(Name, Title & Address)

Corporate Guarantor (Seal)

**FORM FOR MOBILIZATION/ SECURED ADVANCE
(Insurance Guarantee)**

Guarantee No. _____
Executed on _____

(Letter by the Guarantor to the Employer)

Name of Guarantor with address: _____

Name of Principal (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 Employer) in the penal sum of the amount stated above, for the payment of which sum well and truly to be made to the said Employer, 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 Employer's above said Letter of Acceptance for _____ (Name of Contract) for the _____

_____ (Name of Project).

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the Employer, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of the 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 9, Remedying Defects, of Conditions of Contract are fulfilled.

Our total liability under this Guarantee is limited to the sum stated above and it is a condition of any liability attaching to us under this Guarantee that the claim for payment in writing 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 Employer without delay upon the Employer's first written demand without cavil or arguments and without requiring the Employer to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the Employer's written declaration that the Principal has refused or failed to perform the obligations under the Contract, for which payment will be effected by the Guarantor to Employer's designated Bank & Account Number.

PROVIDED ALSO THAT the Employer shall be the sole and final judge for deciding whether the Principal (Contractor) has duly performed his obligations under the Contract or has defaulted in fulfilling said obligations and the Guarantor shall pay without objection any sum or sums up to the amount stated above upon first written demand from the Employer forthwith and without any reference to the Principal or any other person.

IN WITNESS WHEREOF, the above bounded 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
Witness:	
1. _____	1. Signature _____
_____	2. Name _____
Corporate Secretary (Seal)	3. Title _____
2. _____	
_____	_____
(Name, Title & Address)	Corporate Guarantor (Seal)

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the _____ day of _____ 2025 between _____ (hereinafter called the "Employer") of the one part and _____ (hereinafter called the "Contractor") of the other part.

WHEREAS the Employer is desirous that certain Works, viz _____ should be executed by the Contractor and has accepted a Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW this Agreement witnesseth as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents after incorporating addenda, if any except those parts relating to Instructions to Bidders, shall be deemed to form and be read and construed as part of this Agreement, viz:
 - (a) The Letter of Acceptance;
 - (b) The completed Letters of Technical & Price Bid alongwith Schedules to Bid;
 - (c) Conditions of Contract & Contract Data;
 - (d) The priced Schedule of Prices;
 - (e) The Specifications; and
 - (f) Miscellaneous Details
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy defects therein in conformity and in all respects within the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Signature of the Contactor

(Seal)

Signature of the Employer

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

Witness:

(Name, Title and Address) (Name, Title and Address)

SPECIFICATIONS

- 01 Aluminum Partitioning
- 02 Construction of Baths
- 03 Mechanical/HVAC Work
- 04 Misc. Electrical Work
- 05 Workstations



**GOVERNMENT OF PAKISTAN
MINISTRY OF NATIONAL FOOD SECURITY & RESEARCH
NATIONAL SEED DEVELOPMENT AND REGULATORY AUTHORITY
(NSDRA)**

**PROVISION OF INTERNAL OFFICE PARTITIONING
AND OTHER MISC. WORKS AT MALL OF ISLAMABAD
JINNAH AVENUE, BLOCK J F-7/1 BLUE AREA,
ISLAMABAD.**

PRICE BID

**BIDDING DOCUMENTS
VOLUME – II**

**LETTER OF PRICE BID
PREAMBLE TO SCHEDULE OF PRICES
SCHEDULE OF PRICES**

MAY, 2026



**NATIONAL ENGINEERING SERVICES PAKISTAN (Pvt.) LIMITED
NESPAK HOUSE, SECTOR G-5/2, ISLAMABAD**

SUMMARY OF CONTENTS

- (I) LETTER OF PRICE BID**
- (II) SCHEDULE-A TO BID:**
 - **Preamble to Schedule of Price**
 - **Schedule of Price**

LETTER OF PRICE BID

Letter of Price Bid

Date:

To:

Assistant Director/Director Admin.
National Seed Development and Regulatory Authority (NSDRA)
Ministry of National Food Security & Research,
Plot No 25, Street 6, Sector H-9/1 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) The total price of our Bid, excluding any discounts offered in item (c) below is:
(c) The discounts offered and the methodology for their application are:
(d) Our Bid shall be valid for a period of 120 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;
(e) If our Bid is accepted, we commit to obtain a Performance Security in accordance with Bidding Documents.
(f) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed and we do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other bidder for the Works.
(g) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
(h) We agree to permit Employer or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors. This permission is extended for verification of any information provided in our Technical Bid which comprises all documents enclosed herewith in accordance with IB.11.1 of the Bidding Data.
(i) If awarded the contract, the person named below shall act as Contractor's Representative.

Name
In the capacity of
Signed
Duly authorized to sign the Bid for and on behalf of
Date
Address.....

SCHEDULE – A TO BID

SCHEDULE OF PRICES

1. Preamble to Schedule of Prices
2. Schedule of Prices
 - (a) Summary of Bid Prices
 - (b) Detailed Schedule of Prices

PREAMBLE TO SCHEDULE OF PRICES

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.
- 1.3 Quantities contained in Schedule of Prices are estimated quantities and liable to be increased, decreased or omitted during execution. Payment to the Contractor shall be made as per actual quantities executed at Site in accordance with the Contract and as directed by the Engineer.

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 FPS System.

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 Employer 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.

Preamble to SOP-2

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

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 Employer 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.

**Provision Of Internal Office Partitioning And Other Misc. Works At Mall Of Islamabad, Jinnah Avenue,
Block J F-7/1 Blue Area, Islamabad.**

SCHEDULE OF PRICES

SUMMARY OF BID PRICES

Sr. No	Description	Amount (Rs.)
A.	Provision Of Internal Office Partitioning And Other Misc. Works At Mall Of Islamabad, Jinnah Avenue, Block J F-7/1 Blue Area, Islamabad	

TOTAL BID PRICE (A) = _____

(Note: Total Bid Price to be carried over to Form of Bid/ Letter of Price Bid)

Authorized Signature and official Seal: _____

Name: _____

Date: _____

**SCHEDULE - A TO BID
SOP-2**

**Provision Of Internal Office Partitioning And Other Misc. Works At Mall Of Islamabad, Jinnah Avenue,
Block J F-7/1 Blue Area, Islamabad.**

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Authorized Signature and official Seal: _____

Name: _____

Date: _____

**National Seed Development and Regulatory Authority (NSDRA)
Islamabad**

Provision of Internal Office Partitioning And Others Misc. Works

SUMMARY

BILL OF QUANTITIES

Sr. No. (a)	Description (b)	Cost (Rs.) (c)
A	Aluminium Partitioning	
B	Construction of Washrooms complete	
C	Mechanical / HVAC	
D	Misc. Electrical Work	
E	WorkStations	
<hr/> Net Total Cost (Rs.)		<hr/>

National Seed Development and Regulatory Authority (NSDRA)

Provision of Internal Office Partitioning And Others Misc. Works

Bill of Quantities

Sr. No.	DESCRIPTION	UNIT	QTY	UNIT RATE (Rs.)	TOTAL AMOUNT (Rs.)
(a)	(b)	(c)	(d)	(e)	(f)
	Aluminium Partitioning				
NS-01	Providing and fixing modern Aluminum Single Glazed Glass Office Partitions using heavy-duty powder coated/anodized aluminum sections of approved color and design, comprising minimum 1.2 mm to 1.6 mm thick aluminum profiles with 5 mm to 6 mm thick tempered clear/frosted glass complete in all respects, including mullions, transoms, rubber gaskets, aluminum channels, screws, silicone sealant, patch fittings, handles, locks, floor springs, hinges and all necessary hardware as approved by the Engineer Incharge.	Sft	12,000.00		
NS-02	Providing and fixing modern Aluminum Double Glazed Glass Office Partitions using heavy-duty powder coated/anodized aluminum sections of approved color and design, comprising minimum 1.2 mm to 1.6 mm thick aluminum profiles with 5 mm to 6 mm thick tempered clear/frosted glass complete in all respects, including mullions, transoms, rubber gaskets, aluminum channels, screws, silicone sealant, patch fittings, handles, locks, floor springs, hinges and all necessary hardware as approved by the Engineer Incharge.	Sft	2,075.00		

NS-03	<p>Providing & fixing 12 mm thick toughened clear glass door complete with heavy duty aluminium frame (minimum 100 mm x 44 mm or approved equivalent), anodized/powder coated finish, including heavy duty hydraulic floor spring, stainless steel 304 patch fittings (top, bottom & side clamps), D-handle (SS 304, 600–800 mm), patch lock system, U-channels, rubber gaskets, neoprene strips, silicon sealing, edge polishing, drilling, cutting, installation, alignment, testing & commissioning complete in all respects as per approved shop drawings and engineer's instructions.</p>	Sft	510.00		
Construction of Washrooms complete					
NS-4	<p>Providing and constructing complete bathroom on 5th & 8th floor of building of size 5'-0" x 7'-0" (clear internal) including all civil, finishing and MEP works complete in all respects. Work includes: brick masonry walls in cement sand mortar (1:6), cement plaster (internal 1:4 up to ceiling height), floor and wall finishing with best quality local glazed ceramic tiles (approved design) up to ceiling height in shower area and 7'-0" height elsewhere, cement concrete floor with proper slope towards floor trap, water proofing treatment of floor and walls, providing and fixing approved quality sanitary fittings including W.C. commode (European type or Orisa type as specified), wash basin with pedestal, CP fittings, bib cocks, shower set, angle valves, waste pipes, floor trap, and all necessary fittings complete. Work also includes providing and fixing WPC door (solid core, moisture resistant) with frame, hardware and polishing/lamination as approved, exhaust fan (heavy duty 9"/12" size with electrical wiring and switch), PVC concealed plumbing lines (hot & cold water), PVC soil & waste pipes, electrical wiring for light point and exhaust fan, false ceiling where required (moisture resistant), silicone sealing, grouting, testing of water supply & drainage system, curing, scaffolding, labour, tools and all incidental works required for complete functional bathroom as per approved drawings and engineer's satisfaction.</p>	P. Job	7.00		

Mechanical / HVAC					
NS-5	Shifting of existing HVAC cassette type indoor unit (ceiling mounted) from existing location to new approved location on same floor / adjacent area including dismantling of ceiling works if required, safe disconnection of refrigerant piping, drain line, electrical wiring and control wiring, recovery of refrigerant gas (if required), careful lowering, shifting and re-installation of unit with proper alignment and leveling. Work includes re-fixing of unit in false ceiling, providing and making good new ceiling cut-out, extension/adjustment of refrigerant copper piping with proper brazing, nitrogen pressure testing, vacuuming, re-charging of refrigerant gas, extending/refixing drain piping with proper slope, re-connection of electrical/control wiring, providing insulation (armaflex) of modified piping, testing, commissioning and making system fully operational. Item also includes repair of disturbed ceiling (Gypsum/POP/tiles as applicable), finishing, sealing, scaffolding, labour, tools, safety arrangements and all incidental works required for complete functional shifting as per manufacturer's instructions and engineer's satisfaction.	P. Job	10.00		
Misc. Electrical Work					

NS-6	Miscellaneous electrical works on 5th & 8th floor including providing, installation, testing and commissioning of complete internal electrical system comprising of wiring for light points, fan points, socket outlets (5A/15A), switch boards, distribution points and all additional electrical connections as required. Work includes providing and fixing of PVC insulated copper wiring in concealed PVC conduits, modular type switch boards with switches, sockets, plates and boxes (approved make), ceiling/wall mounted light fixtures installation, LED fittings connection, earthing continuity, junction boxes, termination, circuit testing and load balancing. Item also includes extension of existing DB circuits, minor modifications in distribution boards, providing proper labeling, ferruling, making good of disturbed surfaces, drilling, chasing, fixing accessories, consumables, labour, tools, scaffolding and all incidental works required for complete functional electrical installation as per approved drawings and engineer's satisfaction.	P. Sft	9,067.00		
	WorkStations				
NS-7	Providing,fabrication and fixing 3.5x7 workstations partitions comprising aluminium framing and glass panels,table complete in all respect as approved by Engineer Incharge	P. Job	10.00		
	-				
	Total Amount (Rs.)				