Standard Bidding Document

Tender No. SCP/05/2026-27/PIDPCell (RE-HABILITATION, RECTIFICATION, TESTING COMMISSIONING AND OPERATIONALIZATION AND ANNUAL O & M OF ENTIRE FIRE ALARM AND FIRE FIGHTING SYSTEMS AT SUPREME COURT BUILDING ISLAMABAD)
(Works)

National

Single Stage-Two Envelope

September 15, 2026

Supreme Court of Pakistan (Supreme Court of Pakistan),Sr. Deputy Director
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REQUEST FOR BIDS

PROCUREMENT OF CIVIL WORKS

1. The **Supreme Court of Pakistan (Supreme Court of Pakistan)** has reserved Funds for the procurement planned for FY **2026-27**. The **Supreme Court of Pakistan (Supreme Court of Pakistan)** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the "**Tender No. SCP/05/2026-27/PIDPCell (RE-HABILITATION, RECTIFICATION, TESTING COMMISSIONING AND OPERATIONALIZATION AND ANNUAL O & M OF ENTIRE FIRE ALARM AND FIRE FIGHTING SYSTEMS AT SUPREME COURT BUILDING ISLAMABAD)**" with the reference of "**P122299**".

2. The **Supreme Court of Pakistan (Supreme Court of Pakistan)** invites sealed Bids from eligible Bidders for procurement of Works **(Tender No. SCP/05/2026-27/PIDPCell (RE-HABILITATION, RECTIFICATION, TESTING COMMISSIONING AND OPERATIONALIZATION AND ANNUAL O & M OF ENTIRE FIRE ALARM AND FIRE FIGHTING SYSTEMS AT SUPREME COURT BUILDING ISLAMABAD))** described in the bidding documents on **EPADS v2.0**.

3. **Single Stage-Two Envelope** will be used by adopting **Least Cost Based Selection (LCBS)** Technique for the subject procurement, in line with the Public Procurement Rules, 2004 and any Regulations, Regulatory Guides, Procurement Guidelines or Instructions issued by the Authority from time to time.

4. All Bids must be accompanied by a Bid Security amount described in Bid Security Section in Bidding Document in the form of . Or all bids must be accompanied by bid securing declaration in the format specified in the Bidding documents

5. E-Bidding documents, containing detailed terms & conditions, specifications and requirements etc. are available on **e-Pak Acquisition and Disposal System (EPADS)** at **https://epads.gov.pk/opportunities/federal/procurements/122299** for

all the interested bidders registered on **EPADS v2.0**. Bidders are required to get themselves registered on **EPADS v2.0** to participate in Bidding process.

6. The e-bids, prepared in accordance with the instructions in the e-Bidding documents, must be submitted through **EPADS v2.0** on or before **Tuesday, October 6, 2026 11:00 AM**. E-bids will be opened by using **EPADS v2.0** on the same day at **Tuesday, October 6, 2026 11:30 AM**. Manual submission of Bids shall not be entertained. Those vendor who have not yet registered on the new version of **EPADS v2.0**, may register themselves on https://vendors.epads.gov.pk/. A tutorial to explain the registeration process is available at https://www.youtube.com/watch?v=MNW6T38v7tc.

In terms of Rules 48 of Public Procurement Rules, 2004 Grievance Redressal Committee (GRC) is notified for the subject procurement and notification copy is available on the procuring agency's website and on Authority's website at (www.ppra.org.pk).

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Instructions to Bidders

A. INTRODUCTION

1. **Scope of Bid**

1.1. The Procuring agency/Employer (PA), as indicated in the Bid Data Sheet (BDS) invites Bids for the execution of Works as specified in the BDS and Section V- Works Requirements. The name, identification, and number of lots (contracts) of this National/ International Competitive Bidding process are specified in the BDS.

2. **Source of Funds**

2.1. Source of funds as referred in Clause 2 of Bid Data Sheet.

3. **Eligible Bidders**

3.1. A bidder may be natural person, company or firm or public or semi-public agency of Pakistan or any foreign country, or any combination of them with a formal existing agreement (on Judicial Papers) in the form of a joint venture or consortium. In the case of a joint venture or consortium, all members shall be jointly and severally liable for the execution of the Contract in accordance with the terms and conditions of the Contract. The joint venture or consortium shall nominate a Lead Member as nominated in the BDS, who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture or consortium during the Bidding process, and in case of award of contract, during the execution of contract. Verifiable copy of the agreement that forms a joint venture, consortium or association shall be required to be submitted as part of the Bid.

Any bid submitted by the joint venture, consortium or association shall indicate the part of proposed contract to be performed by each party and each party shall be evaluated (or post qualified if required) with respect to its contribution only, and the responsibilities of each party shall not be substantially altered without prior written approval of the Procuring Agency and in line with any instructions issued by the Authority.

(The limit on the number of members of JV or Consortium may be prescribed

in BDS, in accordance with the guidelines issued by the PPRA).

3.2. The invitation for bids is open to all prospective bidders subject to any provisions of incorporation or licensing by the respective national/ international incorporating agency or statutory body established for that particular trade or business. Procuring agencies shall specify the registration/licensing requirements for the foreign bidder keeping in view the requirement of that business.

3.3. A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidders may be considered to have a conflict of interest with one or more parties in this Bidding process, if they:

3.3.1. are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring agency/Employer to provide consulting services for the preparation of design or technical specifications of the works that are the subject of the bid; or

3.3.2. have controlling shareholders in common; or

3.3.3. receive or have received any direct or indirect subsidy from any of them; or

3.3.4. have the same legal representative for purposes of this Bid; or

3.3.5. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder, or influence the decisions of the Procuring agency/Employer regarding this Bidding process; or

3.3.6. Submit more than one bid in this bidding process.

3.4. A Bidder may be ineligible if –

3.4.1. he is declared bankrupt or, in the case of company or firm, insolvent;

3.4.2. payments in favor of the bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting (in accordance with the national laws) in the total or partial loss of the right to administer and dispose of its property;

3.4.3. the bidder is convicted, by a final judgment of a Court of Law or relevant Professional Statuary Body, of any offence involving professional conduct;

3.4.4. The bidder is debarred/ blacklisted by a national level Procuring agency/Employer and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of bid securing declaration.

3.5. As and when required, bidders shall provide to the Procuring agency/Employer evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.

3.6. Bidders shall submit proposal relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract is envisaged.

4. **Eligible Material and Equipment**

4.1. All the material and equipment to be mobilized under the contract shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to such materials and equipment. For this purpose, ineligible countries are stated in the section-IV titled as “Eligible Countries”.

B. BIDDING DOCUMENTS

5. **Contents of Bidding Documents**

5.1. The scope of Works, bidding procedures, and terms and conditions of the contract are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents which should be read in conjunction with any addenda issued in accordance with ITB 7.1 include:

Section I -Invitation for Bids

Section II Instructions to Bidders (ITBs)

Section III Bid Data Sheet (BDS)

Section IV Eligible Countries

Section V Evaluation and Qualification Criteria

Section VI Works Requirements Technical Specifications & Schedule of Requirements

Section VII Standard Bidding Forms

Section VIII General Conditions of Contract (GCC)

Section IX Particular Conditions of Contract (PCC)

Section X Contract Forms

5.2. The bidder is expected to examine all instructions, forms, specifications, terms and conditions prescribed in the bidding documents. Failure to furnish all the information required in the bidding documents will be at the bidder's risk and may result in the rejection of his bid.

6. **Clarification of Bidding Document, Pre-bid Meeting**

6.1. A prospective bidder requiring any clarification of the bidding document may notify the Procuring agency/Employer through EPADS.

6.2. The Procuring agency/Employer shall respond to the request for clarification in accordance with Rule 31 of the Public Procurement Rules 2004.

6.3. Should the Procuring Agency deem it necessary to amend the BIDDING document as a result of a clarification, it shall do so following the procedure under ITB 7.

6.4. If indicated in the BDS, the bidder's designated representative is invited at the bidder's cost to attend a pre-bid meeting at the place, date and time mentioned in the BDS. During this pre-bid meeting, prospective bidders may request clarification of the schedule of requirement, the evaluation criteria or any other aspects of the bidding documents.

6.5. Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by bidders, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be uploaded on EPADS. Any modification to the bidding documents that may become necessary as a result of the pre-bid meeting shall be made by the Procuring agency/Employer exclusively through the use of an Addendum pursuant to ITB 7. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

6.6. The bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the bidder's own expense.

6.7. The bidder and any of its authorized personnel will be granted permission by the Procuring agency/Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the bidder and its personnel will release and indemnify the Procuring agency/Employer 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 the inspection.

7. **Amendment of Bidding Documents**

7.1. The procuring agency may issue notification of any change, addition, modification or deletion in accordance with Rule 23 of the Public Procurement Rules 2004 i.e. Bidding Documents.

7.2. To give prospective bidders reasonable time in which to take an addendum/corrigendum into account in preparing their bids, the Procuring agency/Employer may, at its discretion, extend the deadline for the submission of bids:
Provided that the Procuring agency/Employer shall extend the deadline for submission of bid in pursuance of Rule 27 of the Public Procurement Rules 2004, i.e. Extension of time for submission of bids, if such an addendum is

issued within last three (03) days of the bid submission deadline.

C. PREPARATION OF BIDS

8. **Language of Bid**

8.1. The bid prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and the Procuring agency/Employer shall be written in the English language unless specified in the BDS. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation of the relevant pages in the English language unless specified in the BDS, in which case, for purposes of interpretation of the bidder, the translation shall govern.

9. **Documents Constituting the Bids**

9.1. The Bids prepared by the Bidder shall constitute of all the documents required in the BDS.

10. **Documents Establishing Eligibility of Material, Equipment and Works, their Conformity to Bidding Documents**

10.1. The bid prepared by the bidder shall constitute the following components: -

10.1.1. Documentary evidence established in accordance with ITB 10 that the material and equipment to be utilized by the Bidder for the executions of works are eligible material and equipment and conform to the Bidding Documents;

10.1.2. Documentary evidence established in accordance with ITB 11 that the bidder has been authorized to carry out the Construction works;

10.1.3. Documentary evidence established in accordance with ITB 11 that the bidder is eligible and/or qualified for the subject bidding process;

10.1.4. Form of Bid and Bid Prices completed in accordance with ITB 12 and 13;

10.1.5. Completed schedules as required, including priced Bill of Quantities in accordance with ITB 13.

10.1.6. Technical Proposal completed in all aspects in accordance with ITB-15.

10.1.7. Bid security or Bid Securing Declaration furnished in accordance with ITB 17;

10.1.8. Any other document required in the BDS.

10.2. In addition to the requirements, bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all members and submitted with the bid, together with a copy of the proposed Agreement.

10.3. The bidder shall furnish, as part of its bid, all those documents establishing the eligibility in conformity to the terms and conditions specified in the bidding documents for all material, equipment and works which the bidder proposes to execute.

10.4. The documentary evidence of conformity of the material, equipment and works to the Bidding Documents may be in the form of literature, drawings, and data, and shall consist of:

10.4.1. a detailed description of the work methodology, approach, schedule and resources to be mobilized at site;

10.4.2. an item-by-item commentary on the Procuring agency/Employer's Technical Specifications demonstrating substantial responsiveness of the material, equipment and works to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications;

10.4.3. any other procurement specific documentation requirement as stated in the BDS.

10.5. The required documents and other accompanying documents must be in English. In case any other language than English is used the pertinent translation into English shall be attached to the original version.

11. **Documents Establishing Eligibility and Qualification of the Bidder**

11.1. The bidder shall furnish, as part of its bid, all those documents establishing the bidder's eligibility to participate in the bidding process and/or its qualification to perform the contract if its bid is accepted.

11.2. The documentary evidence of the bidder's eligibility to bid shall establish to the satisfaction of the Procuring agency/Employer that the bidder, at the time of submission of its bid, is from an eligible country as defined in Section-IV titled as "Eligible Countries".

11.3. The documentary evidence of the bidder's qualification to perform the contract if its bid is accepted shall establish to the satisfaction of Procuring agency/Employer that:

11.3.1. The bidder has the financial and technical capability necessary to perform the Contract, meets the qualification criteria specified in Section-V, Evaluation and Qualification Criteria and BDS.

11.3.2. In the case of a bidder not doing business within Pakistan, the bidder is or will be (if awarded the contract) represented by a local bidder (Joint Venture) in accordance with the PEC works bylaws, and in case of award of works such foreign firm is required to participate in the execution of works to carry out its obligations as prescribed in the Conditions of Contract and /or Technical Specifications.

11.3.3. That the bidder meets the qualification criteria listed in Section-V, Evaluation and Qualification Criteria and BDS.

12. **Forms of Bid**

12.1. The Bidder shall fill the Form of Bids furnished in the bidding documents. The Bids Form must be completed without any alterations to its format and no substitute shall be accepted.

13. **Bid Prices**

13.1. The bid prices quoted by the bidder in the Standard bid Forms, Bill of Quantities and in the Price Schedules shall conform to the requirements specified below or exclusively mentioned hereafter in the bidding documents.

13.2. The bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. If a Price Schedule shows items listed but not priced, their prices shall be construed to be included in the prices of other items in the Bill of Quantities and will not be paid for separately by the Procuring agency/Employer.

13.3. Items not listed in the Price Schedule shall be assumed not to be included in the bid, and provided that the bid is still substantially responsive in their absence or due to their nominal nature, the corresponding average price of the respective item(s) of the remaining substantially responsive bidder(s) shall be construed to be the price of those missing item(s):
Provided that:

13.3.1. where there is only one (substantially) responsive bidder, or

13.3.2. where there is provision for alternate proposals and the respective items are not listed in the other bids,
The Procuring agency/Employer may fix the price of missing items in accordance with market survey, and the same shall be considered as final price.

13.4. The Bid price to be quoted in the Form of Bid in accordance with ITB 12 shall be the total price of the bid.

13.5. Unless otherwise specified in the BDS and the Contract, the rates and prices quoted by the bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the

Conditions of Contract.

13.6. If so specified in ITB 1.1, bids may be invited for individual lots (contracts) or for any combination of lots (packages).

13.7. Prices quoted by the Bidder shall be fixed during the bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable price will be treated as non-responsive and shall be rejected, pursuant to ITB 27, unless otherwise price adjustment is permissible under Conditions of the Contract.

13.8. All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date twenty-eight (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 the bidder.

14. **Currencies of Bid and Payment**

14.1. Prices shall be quoted in Pakistani Rupees unless otherwise specified in the BDS. Comparison of bids and tie of bid shall be treated in accordance with the Rule 30(2) of Public Procurement Rules, 2004.

15. **Documents Comprising the Technical Proposal**

15.1. The bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section VII – Standard Bid Forms, in sufficient detail to demonstrate the adequacy of the bidder's proposal to meet the work requirements and the completion time.

16. **Bid Validity Period**

16.1. Bids shall remain valid for the period specified in the BDS after the bid submission deadline prescribed by the Procuring agency/Employer. A bid valid for a shorter period shall be rejected by the Procuring agency/Employer as non-responsive. The period of bid validity will be determined from the complementary bid securing instrument i.e. the expiry period of bid security or bid securing declaration as the case may be.

16.2. Under exceptional circumstances, prior to the expiration of the initial Bids/Bid validity period, the Procuring Agency may request the Bidders' consent to an extension of the period of validity of their Bids/Bid. Such request for extension of the period of bid validity shall be carried out in accordance with Rule 26 of the Public Procurement Rules, 2004.

17. **Bid Security or Bid Securing Declaration**

17.1. Pursuant to ITB 11.1 unless otherwise specified in the BDS, the bidder shall furnish as part of its bid, a Bid Security in accordance with Rule 25 of the Public Procurement Rules, 2004 in the amount and currency specified in the BDS or Bid Securing Declaration as specified in the BDS in the format provided in Section VII (Standard Bidding Forms).

In case Procuring agency/Employer is inviting bids in lots / packages, the bidder shall be required to submit his bid security against the respective lot/ package for which he is submitting his bid.

Until the development of functionality of auto verification of financial instrument in EPADS, the scanned copy of bid security or bid securing declaration, as the case may be, shall be uploaded on E-PADS whereas the original instrument to be submitted to the procuring agency before closing of bid submission deadline,

17.2. The Bid Security shall be denominated in the local currency or in another freely convertible currency, and it shall be in the form specified in the **BDS** which shall be in any of the following:

17.2.1. A bank guarantee, an irrevocable letter of credit issued by a Scheduled bank in the form provided in the Bidding Documents or another form acceptable to the Procuring agency/Employer and valid for twenty-eight (28) days beyond the end of the validity of the Bid. This shall also apply if the period for Bid Validity is extended. In either case, the form must include the complete name of the bidder;

17.2.2. A cashier's or certified cheque; or

17.2.3. Another security as indicated in the **BDS**.

17.3. The Bid Security or Bid Securing Declaration shall be in accordance with the Form of the Bid Security or Bid Securing Declaration included in Section VII (Standard Bidding Forms) or another form approved by the Procuring agency/Employer prior to the bid submission.

17.4. The Bid Security shall be payable promptly upon written demand by the Procuring agency/Employer in case any of the conditions listed in ITB 17.9 are invoked.

17.5. Any bid not accompanied by a Bid Security or Bid Securing Declaration in accordance with ITB 17.1 or 17.3 shall be rejected by the Procuring agency/Employer and shall be declared as non-responsive bid, pursuant to ITB 27.

17.6. Unsuccessful bidders' Bid Security will be discharged or returned as promptly as possible, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Procuring agency/Employer pursuant to ITB 16. The Procuring agency/Employer shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, after whichever of the following that occurs earliest:

17.6.1. The expiry of the Bid Security;

17.6.2. The entry into force of a procurement contract and the provision of a performance security (or guarantee), for the performance of the contract if such a security (or guarantee), is required by the Biding documents;

17.6.3. The rejection by the Procuring agency/Employer of all Bids;

17.6.4. The withdrawal of the bid prior to the deadline for the submission of bids, unless the biding documents stipulate that no such withdrawal is permitted.

17.7. The successful bidder's Bid Security will be discharged upon the bidder signing the contract pursuant to ITB 40, or furnishing the performance security (or guarantee), pursuant to ITB 41.

17.8. The Bid Security may be forfeited or the Bid Securing Declaration executed:

17.8.1. if a Bidder:

17.8.1.1. Withdraws its Bid during the period of Bid Validity as specified by the Procuring agency/Employer, and referred by the bidder on the Form of Bid except as provided for in ITB 16.2; or

17.8.2. In the case of a successful bidder, if the bidder fails:

17.8.2.1. to sign the contract in accordance with ITB 40; or

17.8.2.2. to furnish performance security (or guarantee) in accordance with ITB 41.

17.9. In case of Bid Security issued by the foreign bank is allowed by the Procuring agency/Employer, the same should be counter guaranteed by a corresponding bank in Pakistan. Furthermore, in case of joint venture, it should be in the name of Joint venture to ensure joint responsibility. In case the JV is not legally constituted at the time of bid submission, the bid security or bid securing declaration shall be in the names of all future members as named in the letter of bid.

18. **Withdrawal of Bids**

18.1. Before bid submission deadline, any bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and the corresponding must accompany the respective written notice.

19. **Format and Signing of Bid**

19.1. The Bidder shall prepare and submit Bids through EPADS with due diligence after carefully reading all the terms and condition before bid submission deadline.

D. SUBMISSION OF BIDS

20. **Submission of Bids through EPADS v2.0**

20.1. All bids shall be submitted through EPADS v2.0.

21. **Deadline for Submission of Bids**

21.1. All bids shall be received through **EPADS v2.0** not later than bid submission deadline as specified in the **BDS**.

21.2. The Procuring agency/Employer may, under exceptional circumstances and at its discretion, extend the deadline for the submission of bids, pursuant to Rule 27 of the Public Procurement Rules, 2004. Extension of Time for submission of bid, by amending the Bidding Documents in accordance with ITB 7, in which case all rights and obligations of the Procuring agency/Employer and bidders previously subject to the deadline will thereafter be subject to the new deadline.

22. **Substitution and Modification of bids**

22.1. A bidder may substitute or modify his bid after it has been submitted, provided that written notice of the substitution or modification of the bid, is received by the Procuring agency/Employer prior to the deadline for submission of bids.

22.2. Revised bid may be submitted after the substitution or modification made in the original bid in accordance with the provisions referred in **ITB 18** .

E. OPENING AND EVALUATION OF BIDS

23. **Opening of Bids**

23.1. The Procuring Agency will open bids in accordance with Rule 28 of the Public Procurement Rules, 2004 and as specified in the BDS.

24. **Confidentiality**

24.1. Information relating to the examination, clarification, evaluation and comparison of bids and recommendation of contract award shall not be disclosed to bidders or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report.

25. **Clarification of Bids**

25.1. Clarification of Bidding Documents shall be carried out in accordance with Rule 31 of the Public Procurement Rules, 2004.

25.2. The alteration or modification in the bid which in any case affect the following parameters will be considered as a change in the substance of a bid:

25.2.1. evaluation & qualification criteria;

25.2.2. required scope of work;

25.2.3. contract price;

25.2.4. all securities requirements;

25.2.5. tax requirements;

25.2.6. terms and conditions of bidding documents.

25.2.7. change in the ranking of the bidder

26. **Preliminary Examination of Bids**

26.1. Prior to the detailed evaluation of bids, the Procuring agency/Employer will determine whether each bid:

26.1.1. meets the eligibility criteria defined in **ITB 3** and **ITB 4**;

26.1.2. has been prepared as per the format and contents defined by the Procuring agency/Employer in the bidding documents;

26.1.3. has been properly signed;

26.1.4. is accompanied by the required securities; and

26.1.5. is substantially responsive to the requirements of the bidding documents.

The Procuring agency/Employer's determination of a bid's substantial responsiveness will be based on the contents of the bid itself.

26.2. A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one that: -

26.2.1. affects in any substantial way the scope, quality, or performance of the Works;

26.2.2. limits in any substantial way, inconsistent with the bidding documents, the Procuring agency/Employer's rights or the bidders' obligations under the Contract; or

26.2.3. if rectified, would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

26.3. The Procuring agency/Employer will confirm that the documents and information specified under ITB 9, 10 and 11 have been provided in the bid. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Bidders, the bid shall be rejected.

26.4. The Procuring agency/Employer may waive-off any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

Explanation: A minor informality, non-conformity or irregularity is one that is merely a matter of form and not of substance. It also pertains to some immaterial defect in a Bid or variation of a bid from the exact requirements of the invitation that can be corrected or waived without being prejudicial to other bidders. The defect or variation is immaterial when the effect on quantity, quality, or delivery is negligible when contrasted with the total cost or scope of the works. The Procuring agency/Employer either shall give the bidder an opportunity to cure any deficiency resulting from a minor *informality or irregularity in a bid or waive the deficiency, whichever is advantageous to the Procuring agency/Employer. Examples of minor informalities or irregularities include failure of a bidder to –*

26.4.1. *Submit the number of copies of signed bids required by the invitation;*

26.4.2. *Furnish required information concerning the number of its employees;*

26.4.3. *the firm submitting a bid has formally adopted or authorized, before the date set for opening of bids, the execution of documents by typewritten, printed, or stamped signature and submits evidence of such authorization and the bid carries such a signature.*

26.5. Provided that a Technical Bid is substantially responsive, the Procuring agency/Employer may request the bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Technical Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any such aspect of the technical Proposal linked with the ranking of the bidders. Failure of the bidder to comply with the request may result in the rejection of its bid.

26.6. Provided that a Technical Bid is substantially responsive, the Procuring agency/Employer shall rectify quantifiable nonmaterial nonconformities or omissions related to the Financial Proposal. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the missing or nonconforming item or component.

26.7. If a bid is not substantially responsive, it will be rejected by the Procuring agency/Employer and may not subsequently be evaluated for complete technical responsiveness.

27. **Examination of Terms and Conditions; Technical Evaluation**

27.1. The Procuring agency/Employer shall examine the bid to confirm that all terms and conditions specified in the **GCC** and the **PCC** have been accepted by the bidder without any material deviation or reservation.

For this purpose:

“Deviation” means departure from the requirements specified in the Bidding Document.

“Reservation” means setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document.

27.2. The Procuring agency/Employer shall evaluate the technical aspects of the bid submitted in accordance with ITB 30, to confirm that all requirements specified in Section VI – Works Requirement, Technical Specifications of the Bidding Documents have been met without material deviation or reservation.

27.3. If after the examination of the terms and conditions and the technical evaluation, the Procuring agency/Employer determines that the bid is not substantially responsive in accordance with ITB 27, it shall reject the bid.

28. **Correction of Arithmetic Errors**

28.1. Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -

28.1.1. if there is a discrepancy between unit prices and the sub-total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the sub-total price shall be corrected, unless in the opinion of the Procuring agency/Employer there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;

28.1.2. if there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail, and the total shall be corrected; and

28.1.3. where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

28.1.4. Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.

28.2. The amount stated in the Bid will, be rectified by the Procuring agency/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 amount, its bid shall be rejected after forfeiture of Bid Security or execution of the Bid Securing Declaration, as the case may be, in accordance with **ITB 41.3**.

29. **Conversion to Single Currency**

29.1. 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 from outside the Procuring agency/Employer's country (referred to as the "Foreign Currency Requirements") shall indicate the same in the letter of bid-financial proposal. 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. Comparison of bids quoted in different currencies and conversion of bids into a single currency shall be carried out in accordance with Rule 30(2) of the Public Procurement Rules, 2004**.**

30. **Evaluation of Bids**

30.1. The Procuring agency/Employer shall evaluate and compare only the bids determined to be substantially responsive, pursuant to **ITB 27**.

30.2. In evaluating the Technical Proposal of each Bid, the Procuring agency/Employer shall use the criteria and methodologies listed in the BDS and in terms of works requirement. No other evaluation criteria or methodologies shall be permitted.

30.3. The Procuring agency/Employer's evaluation of a bid will take into account:

30.3.1. the bid price, excluding provisional sums and the provision, if any, for contingencies in the summary bill of quantities, but including day work items, where priced competitively;

30.3.2. converting the amount resulting from applying above, if relevant, to a single currency in accordance with ITB 29;

30.4. 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.

30.5. If these bidding documents allow bidders to quote separate prices for different lots, and the award to a single bidder of multiple lots, the methodology of evaluation to determine the lowest evaluated lot combinations in the Form of Bid, is specified in the **BDS**.

30.6. If the bid, which results in the Evaluated Bid Price (Successful Bid), is seriously unbalanced or front loaded in the opinion of the Employer, 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. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the performance security be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.
Explanation:
"Unbalanced" or "front-loaded" bids consist of deliberately submitting bids with artificially high prices or unit rates for the early stages of a construction project, offset by artificially low prices or unit rates for the later stages of the project, to improve the contractor's cash flow.

31. **Domestic Preference**

31.1. If the **BDS** so specifies, the Procuring agency/Employer will grant a margin of preference to the domestic contractor in line with the rules, regulations, regulatory guides or instructions issued by the Authority from time to time.

32. **Determination of Successful Bid**

32.1. The Procuring agency/Employer shall compare the evaluated bids in accordance with the predefined bidding procedure, of all substantially responsive bids to determine the Successful bidder.

33. **Qualification of Bidder**

33.1. The Procuring agency/Employer shall determine to its satisfaction whether the bidder is substantially responsive and whose bid is declared as Successful bid either continues to meet (if prequalification applies) or meets (if post-qualification applies) the qualifying criteria specified in Evaluation and Qualification Criteria.
Note: In case of international bidding, the parameters for incorporation or licensing within Pakistan may be fulfilled as part of post qualification.

33.2. The determination shall be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder, pursuant to **ITB 11**.

33.3. Prior to contract award, the Procuring agency/Employer will verify that the successful bidder (including each member of a JV) is not blacklisted/debarred. The Procuring agency/Employer will conduct the same verification for each sub-contractor proposed by the successful bidder.

34. **Sub-Contractors**

34.1. The bidder shall provide details regarding any specialized sub-contractor to the Procuring agency/Employer. In case change of sub-contractors, the bidder shall promptly notify the Procuring agency/Employer and obtain approval for replacement of sub-contractors.

34.2. Bidders may propose sub-contracting up to the percentage of total value of contracts or the volume of works as specified in the **BDS**.

35. **Abnormally Low Financial Bid**

35.1. A procuring Agency may reject abnormally low bids. The decision of the Procuring agency/Employer to reject a bid and reasons for the decision shall be recorded in the procurement proceedings and promptly communicated to the bidder concerned. Moreover, the Procuring agency/Employer shall not incur any liability solely by rejecting abnormally bid

Guidance for Procuring agency/Employer:

An abnormally low bid means, in the light of the Procuring agency/Employer's estimate and of all the bids submitted, the bid appears to be abnormally low by not providing a margin for normal levels of profit. In order to identify the Abnormally Low Bid (ALB) following approaches can be considered to minimize the scope of subjectivity:

35.1.1. Comparing the bid price with the cost estimate;

35.1.2. Comparing the bid price with the bids offered by other bidders submitting substantially responsive bids; and

35.1.3. Comparing the bid price with prices paid in similar contracts in the recent past either government- or development partner-funded.

35.2. The Procuring agency/Employer will determine to its satisfaction whether the bidder that is selected as having submitted the successful bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in **ITB 11**

35.3. The determination will take into account the bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder, pursuant to **ITB 11**, as well as such other information as the Procuring agency/Employer deems necessary and appropriate. Factors not included in these bidding documents shall not be used in the evaluation of the bidders' qualifications.

35.4. Procuring agency/Employer may seek “Certificate for Independent Price Determination” from the bidder and the results of reference checks may be used in determining award of contract.

Explanation: The Certificate shall be furnished by the bidder. The bidder shall certify that the price is determined keeping in view of all the essential aspects such as raw material, its processing, value addition, optimization of resources due to economy of scale, transportation, insurance and margin of profit etc.

35.5. An affirmative determination will be a prerequisite for award of the contract to the bidder. A negative determination will result in rejection of the bidder’s bid, in which event the Procuring agency/Employer will proceed to the next ranked bidder to make a similar determination of that bidder’s capabilities to perform satisfactorily.

F. AWARD OF CONTRACT

36. **Criteria of Award**

36.1. Subject to **ITB 36 and 37**, the Procuring agency/Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has been declared as Successful Bidder, provided that such bidder has been determined to be:

36.1.1. eligible in accordance with the provisions of **ITB 3**;

36.1.2. is determined to be qualified to perform the Contract satisfactorily; and

36.1.3. Successful negotiations have been concluded, if any.

37. **Negotiations**

37.1. The Committee of the Procuring agency/Employer may negotiate with the Most Advantageous Bidder relating to the following areas:

37.1.1. a minor alteration to the technical (drawings, design technical specifications) details of the statement of works;

37.1.2. Methodology, work plan, staffing in view to streamline the work;

37.1.3. a minor amendment to the Particular conditions of Contract;

37.1.4. finalizing payment arrangements;

37.1.5. clarifying details that were not apparent or could not be finalized at the time of Bidding;

37.2. Where negotiation fails to result into an agreement, the Procuring agency/Employer may invite the next ranked bidder for negotiations. Where negotiations are commenced with the next ranked bidder, the Procuring agency/Employer shall not reopen earlier negotiations.

38. **Procuring agency's Right to reject All Bids**

38.1. The procuring agency has the right to reject all bids in accordance with Rule 33 of the Public Procurement Rules, 2004. However, the Authority (i.e. **PPRA**) may call from the Procuring agency/Employer the justification of those grounds.

39. **Notification of Award**

39.1. The procuring agency shall announce and publish the evaluation result in accordance with Rule 35 of the Public Procurement Rules, 2004.

39.2. Where no complaints have been lodged, the bidder whose bid has been accepted will be notified of the award by the Procuring agency/Employer prior to expiration of the bid validity period through EPADS. However, the Procuring agency/Employer shall not award any procurement contract at least for five (05) days after the announcement of final evaluation report. The notification letter (herein after and in the condition of the contract and contract form called “Letter of Acceptance” will specify the sum that the Procuring agency/Employer will pay the successful bidder in consideration for the execution and completion of the works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).

39.3. The notification of award will constitute the formation of the Contract, subject to the bidder furnishing the Performance Security (or guarantee) in accordance with **ITB 41** and signing of the contract in accordance with **ITB 40**.

39.4. Upon the successful bidder's furnishing of the performance security (or guarantee) pursuant to **ITB 41**, the Procuring agency/Employer will promptly notify each unsuccessful bidder, the name of the successful bidder and the Contract amount and will discharge the Bid Security or Bid Securing Declaration of the bidder(s) pursuant to **ITB 17**.

40. **Signing of Contract**

40.1. Promptly after notification of award, Procuring agency/Employer shall send the successful bidder the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract.

40.2. Immediately after the Redressal of grievance by the **GRC**, and after fulfillment of all conditions precedent of the Contract Form, the successful bidder and the Procuring agency/Employer shall sign the contract.

40.3. Where no formal signing of a contract is required, work order issued to the bidder shall be construed to be the contract.

41. **Performance Security (or Guarantee)**

41.1. After the receipt of the Letter of Acceptance, the successful bidder, within the specified time, shall deliver to the Procuring agency/Employer a Performance Guarantee in the amount and in the form stipulated in the BDS and PCC, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.

41.2. If the Performance Guarantee is provided by the successful bidder and it shall be in the form specified in the BDS which shall be in any of the following:

41.2.1. certified cheque, cashier's or manager's cheque, or bank draft;

41.2.2. irrevocable letter of credit issued by a scheduled bank of Pakistan or in the case of an irrevocable letter of credit issued by a foreign bank, the letter shall be confirmed or authenticated by a scheduled bank of Pakistan;

41.2.3. bank guarantee confirmed by a reputable local bank or, in the case of a successful foreign bidder, bonded by a foreign bank; or

41.2.4. surety bond callable upon demand issued by any reputable surety or insurance company.
Any Performance Guarantee submitted shall be enforceable in Pakistan.

41.3. Failure of the Most Advantageous Bidder to comply with the requirement of **ITB 40** shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security or declare blacklisted (in case bid securing declaration is submitted) in which event the Procuring agency/Employer may make the award to the next most advantageous bidder or reinitiate the procurement process afresh (as a case may be).

42. **Advance Payment**

42.1. Advance payment will be provided to the bidder in percentage and in the manner as agreed by the both parties in terms of Conditions of the Contract.

42.2. The Procuring agency/Employer will provide an advance payment as stipulated in the Conditions of Contract, subject to a maximum amount, as stated and/or Conditions of the Contract. The advance payment request shall be accompanied by an advance payment security (guarantee) in the form provided in Section X. For the purpose of receiving the advance payment, the bidder shall make and estimate of, and include in its bid, the expenses that will relate to the purchase of equipment, machinery, materials, and on the engagement of labor during the first month beginning with the date of the Procuring agency/Employer's "**Notice to Commence**" as specified in the **PCC**.

43. **General Performance of the Bidders**

43.1. The Procuring agency/Employer reserves the right to obtain information regarding performance of the bidders on their previously awarded contracts / works. The Procuring agency/Employer may seek information / report from the previous employer for consideration. However, the Procuring agency/Employer shall incorporate such parameters in the evaluation criteria and accordingly decide the fate of the bid submitted.

44. **Corrupt & Fraudulent Practices**

44.1. Procuring agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/Suppliers/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts, and will avoid to engage in any corrupt and fraudulent practices.

G. GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM

45. **Grievance Redressal**

45.1. Grievance Redressal shall be carried out in accordance with Rule 48 of the Public Procurement Rules, 2004 i.e. Redressal of grievances by the procuring agency and “Redressal of Grievances Regulations 2021”.

H. MECHANISM OF BLACKLISTING

46. **Mechanism of Blacklisting**

46.1. The Procuring agency/Employer shall proceed Blacklisting of Bidders/Contractors in accordance with Rule 19 of the Public Procurement Rules, 2004 i.e. Blacklisting and “Blacklisting and Debarment of Bidders or Contractors Regulations 2024.

Bid Data Sheet

Bids Data Sheet (BDS)

The following specific data for the procurement of Goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

BDS Clause Number	**ITB Number**	**Amendments of, and Supplements to, Clauses in the Instruction to Bidders**
A. Introduction		
1	**1.1**	Name of Procuring Agency:**Supreme Court of Pakistan (Supreme Court of Pakistan)** The subject of procurement is:**Tender No. SCP/05/2026-27/PIDPCell (RE-HABILITATION, RECTIFICATION, TESTING COMMISSIONING AND OPERATIONALIZATION AND ANNUAL O & M OF ENTIRE FIRE ALARM AND FIRE FIGHTING SYSTEMS AT SUPREME COURT BUILDING ISLAMABAD)** Expected commencement date: **Thursday, October 22, 2026**
2.	**2.1**	Financial year for the operations of the Procuring Agency:**2026-27** Name and identification number of the Contract: **P122299**
3.	**3.1**	JV/Consortium or AssociationAllowed: **Yes** Number of JV/Consortium Members: **1**
B. Bidding Documents		

4.	**6.2 & 6.4**	The Bidders may seek clarifications through **EPADS v2.0**: Clarification Date: Wednesday, September 30, 2026 Pre-Bid Meeting: Wednesday, September 30, 2026 11:00 AM Venue: In the office Director General PIDP Cell Room No.281, 2nd Floor Admin Block Supreme Court of Pakistan Building Islamabad.
5.	**7.2**	Any addendum, in case issued, shall be published on **Supreme Court of Pakistan (Supreme Court of Pakistan)** website and on **EPADS v2.0** .

C. Preparation of Bids

6.	**8.1**	List of documents required along with the bid: 1. All relevant document
7.	**9.1**	The qualification criteria to establish the supply / production capability of the bidder. *see Eligibility Criteria*
8.	**11.2**	**Works and Their relateddocuments:** *See section Required Scope of Work*
9.	**11.1**	Price schedule will be provided according to the format defined and acquired. *see section price schedule.*
10.	**11.4**	**Specifications:** *see section of specifications.*

11.	**11.5 & 13.5**	The price shall be **Fixed**. The bid price shall be adjusted in accordance with Appendix provided – Formula for Price Adjustment.
12.	**14.1**	Currency of the Bids shall be : **PKR**
13.	**16.1**	The Bids/Bid Validity period shall be: **90 Days**
14.	**17.1**	The amount of Bid Security shall be as defined in Bid Security Section for items and lots given in **BDS 6**
15.	**17.2**	The Bid Security shall be in the form of:
16.	**15.1**	Alternative Bids to the requirements of the bidding documents willnot be permitted.
D. Submission of Bids		
17.	**18.1 & 21.1**	Bid shall be submitted online on EPADS v2.0 whereas hard copy of the bid security should be submitted to the following; **Constitution Avenue, G-5/2, Islamabad, Islamabad Capital Territory** Bids that are not submitted on EPADS v2.0 shall be disqualified. The deadline for Bids submission is: **Tuesday, October 6, 2026 11:00 AM**
E. Opening and Evaluation of Bids		

18.	**24.1**	The Bids opening shall take place on **EPADS v2.0**. Day *: **Tuesday*** Date:***October 06, 2026*** Time *: **11:30 AM***
19.	**30.2**	Selection technique adopted will be: **Least Cost Based Selection (LCBS)** *see Evaluation Criteria*
F. Award of Contract		
20.	**41.1 & 41.2**	The Performance guarantee shall: **5.00%**. The Performance Guarantee shall be acceptable in the form of:**Pay Order, Banker's Cheque, Bank Guarantee**
21.	**45.1**	Arbitrator shall be appointed by mutual consent of the both parties.
G. Review of Procurement Decisions		
22.	**37**	Grievance against this procurement shall be submitted online on EPADS v2.0.

Eligibility Criteria

Bidder's Type	Required Registration
Individual / Individual Consultant Sole Proprietorship Partnership Firm Company (Private Limited)	NADRA CITIZENSHIP (CNIC/NICOP) FBR (NTN) FBR (GSTN) SECP PEC

Eligibility Criteria	Document
Submission of undertaking on legal valid and attested stamp paper that:- the firm is not blacklisted by any of Federal or Provincial Govt. Department, Organization or autonomous body or Private Sector Organization anywhere in Pakistan, the firm will fully compliance execution schedule and Works in tender document, Compliance to the technical specifications of items to be procured	Yes

Evaluation Criteria

Least Cost Based Selection (LCBS)

Weightage

Technical Evaluation %
100

Technical Marks	100
Passing Marks	60
Technical Evaluation Criteria	
Completed Works (Installation of fire alarm system) or similar nature (Quantitative)(Doc Required) 3 & Above Contracts **(40)** 2-Contracts **(30)** 1-Contract **(15)**	40
Completed Works for Operation and Maintenance (similar nature) (Quantitative)(Doc Required) 2 & Above Contracts **(20)** 1- Contract **(10)**	20

Financial Soundness (Average turnover will be assessed through Auditor Financial statements etc of the firm) (Quantitative)(Doc Required) Average Business Turnover /Revenue PKR 30 million in the Last Three (03) Financial Years **(40)** Average Business Turnover /Revenue PKR 20 million in the Last Three (03) Financial Years **(30)** Average Business Turnover /Revenue PKR 10 million in the Last Three (03) Financial Years **(15)**	40

Jobs/Lots

Jobs Without Lots :

Job	Delivery Schedule	Quantity	Bid Security
RE-HABILITATION, RECTIFICATION, TESTING COMMISSIONING AND OPERATIONALIZATION AND ANNUAL O & M OF ENTIRE FIRE ALARM AND FIRE FIGHTING SYSTEMS AT SUPREME COURT BUILDING ISLAMABAD	Address: Supreme Court of Pakistan Constitution Avenue, G-5/2, Islamabad Schedule: 60 Quantity: 1/Qty	1/Qty	419100 PKR

Related Services :

No

Work Specifications and Market Rates

Jobs Without Lots :

Job: RE-HABILITATION, RECTIFICATION, TESTING COMMISSIONING AND OPERATIONALIZATION AND ANNUAL O & M OF ENTIRE FIRE ALARM AND FIRE FIGHTING SYSTEMS AT SUPREME COURT BUILDING ISLAMABAD

Specifications / Requirements:

Sr. No	Reference No.	Description	Unit	QTY	Rate		Amount
1	Sub-Head-A Survey and comprehensive detail along with preparation of as-built drawings						

Sr. No	Reference No.	Description	Unit	QTY	Rate		Amount
2	MRS Schedule 2026 Labour Input Rates	detail survey of the entire fire alarm and fire-fighting system and preparation and submission of detail along with submission of as built drawings of existing fire alarm and fire fighting system by deploying the following staff qualified Engineer, Supervisor, and Technicians to carry out a comprehensive survey of the existing system, identify and document all defects, verify installed equipment and cable/ pipes routing, prepare as-built drawings (Auto CAD/PDF), and submit a detailed technical report with BOQ and recommendations for the required repair and restoration works	P. Job	1	645443	(Rupees Six Hundred Forty Five Thousand Four Hundred Forty Three only)	1290885
3		Engineer 01 No.					

Sr. No	Reference No.	Description	Unit	QTY	Rate		Amount
4		Supervisor / Autocad opt (1+1) 02 No's					
5		Technician 03 No's					
6		Helper 02 No's					
7	MRS Schedule 2026 1st Bi-Annual	Supply, Installation and commissioning of wiring with specified Fire Resistant Shielded Cable (Fire Rating for 2 hours) of required size from respective DB to Fire Alarm FACP (Fire Alarm Control Panel) in preload conduit/duct. Make Pony / Belden/ Covian (Italy) or equivalent as approved and directed by the Engineer Incharge.	Mtr	3050	264.7	(Rupees Two Hundred Sixty Four and Paise Seventy only)	807335
8	Chapter # 24,						
9	Sr #168						

Sr. No	Reference No.	Description	Unit	QTY	Rate		Amount
10	MRS Schedule 2026 1st Bi-Annual	Supply, Installation and commissioning with Addressable Break Glass unit, (Manual Call Point) with key type EN-54 having a built-in short circuit isolator and microprocessor to ensure a response time of max. 1 second, having an indication LED flash after pressing the button to acknowledge the activation and a key operation facility for testing purposes. made of Honeywell/ Bosch/ Eaton (UK) or as approved and directed by the Engineer Incharge.	No.	20	18588.9	(Rupees Eighteen Thousand Five Hundred Eighty Eight and Paise Ninety only)	371778
11	Chapter # 24,						
12	Sr #169						

Sr. No	Reference No.	Description	Unit	QTY	Rate		Amount
13	MRS Schedule 2026 1st Bi-Annual	Supply, installation and commissioning of Addressable Type Indoor Loop Powered electronic Sounder/Flasher/BellEN-54 with minimum sound output 100dB at 1 meter with frequencies of variety of sounds as required and shall be loop wired and loop signaled, built in short circuit isolator, configured via software. made of Honeywell /Bosch/ Eaton (UK), or equivalent as approved and directed by the Engineer Incharge.	No.	15	25972.5	(Rupees Twenty Five Thousand Nine Hundred Seventy Two and Paise Fifty only)	389588
14	Chapter # 24, Sr #170	(ii) with flasher					

Sr. No	Reference No.	Description	Unit	QTY	Rate		Amount
15	MRS Schedule 2026 1st Bi-Annual	Supply , installation and connections of Addressable Multi Detectors incorporating an LED indication located in labyrinth with in the housing of the detector. Sensing unit, adjustable via software between 0-90 seconds and have built-in short circuit isolators on both inputs. including cost of all other accessories or equivalent as approved and directed by the Engineer Incharge	No.	60	11034.55	(Rupees Eleven Thousand Thirty Four and Paise Fifty Five only)	662073
16	Chapter # 24,						
17	Sr #173						

Sr. No	Reference No.	Description	Unit	QTY	Rate		Amount
18	MRS Schedule 2026 1st Bi-Annual	Supply, installation and commissioning of wired / wireless Addressable Micro processor based Fire Alarm Control Panel (FACP) capable of PC interface with window conforming to EN- 54, consisting of specified loop circuits having 240 devices perloop, indicating circuits, builtin power supply with backup batteries, alarm and trouble indication, silence alarm and reset system, general alarm and reset system, general alarm facility. Made of Eurotech Fire UK, Notifire USA, Simplex USA. complete in all respect as approved and directed by Engineer Incharge.	No.	1	613233.45	(Rupees Six Hundred Thirteen Thousand Two Hundred Thirty Three and Paise Forty Five only)	613233
19	Chapter # 24,	iv) FACP 4-Loop					
20	Sr #174 (iv)						

Sr. No	Reference No.	Description	Unit	QTY	Rate		Amount
21	Market Item	Providing and Installation of Loop Card for existing panel	No.	2	350000	(Rupees Three Hundred Fifty Thousand only)	700000
22	Sub-Head-----C Annual Operation and maintenance of entire fire alarm system						

Sr. No	Reference No.	Description	Unit	QTY	Rate		Amount
23	MRS Schedule 2026 Labour Input Rates	Annual Operation and Maintenance of the Entire Fire alarm system and Fire Fighting System round a clock including all holidays and guzzetted holidays including daily basis report submission, (Fire Alarm and Fire Fighting Systems), cleaning of detectors weekly basis , quarterly rehearsal jointly with Fire fighting staff daily basis	P/Months	18-Months	384707	(Rupees Three Hundred Eighty Four Thousand Seven Hundred Seven only)	6924726
24		by deputing technical staff					
25		1. Fire Alarm Technician -----------03 No's					
26		(3-shifts (morning, Evening & Night Shift) 08-Hours of each)					
27		2. Helper's---------------------------- 02 Nos					
28		(2-shfts (Morning & Evening) 8- Hours of each					

Sr. No	Reference No.	Description	Unit	QTY	Rate		Amount
29	Sub-Head-----D Replacement of defective parts of existing fire fighting system						
30	Market Rate	Replacement of Old defective landing valves 2-1/2" dia complete in all respect as per site requirement and as approved by the Engineer incharge	Each	20	70800	(Rupees Seventy Thousand Eight Hundred only)	1416000
31	Market Rate	Replacement of Old defective Hose Pipe 2-1/2" dia 30-Mtr Long complete in all respect as per site requirement and as approved by the Engineer incharge	Each	20	69030	(Rupees Sixty Nine Thousand Thirty only)	1380600

Sr. No	Reference No.	Description	Unit	QTY	Rate		Amount
32	Market Rate	Replacement of TP Nozzel 18" long Brass make complete in all respect as per site requirement and as approved by the Engineer incharge	Each	12	35000	(Rupees Thirty Five Thousand only)	420000
33	Market Rate	Replacement of Defective / Old fire hose cabinet with New MS Powder coated (Red-color) cabinet having size 24"x24" with 2-Legs grouting in Concrete , and having locking arrangement complete in all respect as per site requirement and as approved by the Engineer incharge	Each	8	40000	(Rupees Forty Thousand only)	320000
34	Market Rate	Repairing of existing fire hose reel cabinet with replacement of Lock, Plan Glass in door, Key section glass, etc as per site requirement and as approved by the Engineer incharge	Each	16	13500	(Rupees Thirteen Thousand Five Hundred only)	216000

Sr. No	Reference No.	Description	Unit	QTY	Rate		Amount
35	Market Rate	Re-painting of Existing Fire hose reel cabinet with numbering etc as required and as approved by the Engineer incharge	Each	36	8000	(Rupees Eight Thousand only)	288000
36	Market Rate	Lumpsum provision for unforeseen items identified in survey report required in part A	Job	1	600000	(Rupees Six Hundred Thousand only)	600000
37	Sub-Head-----E Re-filling of Fire Extinguishers and P/F of New Fire Extinguishers Wall mounted, Automatic ceiling mounted & Fire Balls						

Sr. No	Reference No.	Description	Unit	QTY	Rate		Amount
38	MRS Schedule 2026	Providing and fixing of fire extinguishers and fire blanket of following type and capacities complete in all respect as approved and directed by the Engineer Incharge.					
39	2nd Bi-Annual						
40	Chapter No.23	i) Dry Chemical Powder capacity 6 Kg.	Each	40	13329.6	(Rupees Thirteen Thousand Three Hundred Twenty Nine and Paise Sixty only)	533184

Sr. No	Reference No.	Description	Unit	QTY	Rate		Amount
41	Sr.54	ii) CO_2 Capacity 5 kg.	Each	40	33067.2	(Rupees Thirty Three Thousand Sixty Seven and Paise Twenty only)	1322688
42	Market Item	Providing and Fixing of Fire Ball as per directions of Engineer Incharge	Each	100	8778	(Rupees Eight Thousand Seven Hundred Seventy Eight only)	877800
43	Market Item	Providing and fixing of Automatic ceiling mounted fire extinguisher DCP	Each	95	12941	(Rupees Twelve Thousand Nine Hundred Forty One only)	1229395

Sr. No	Reference No.	Description	Unit	QTY	Rate		Amount
44	Market Item	Re-filling of Fire Extinguisher DCP 6KG including Sticker with Date and replacement of defected valve, PIN, guage etc if required.	Each	115	1885	(Rupees One Thousand Eight Hundred Eighty Five only)	216775
45	Market Item	Re-filling of Fire Extinguisher Co2 5-Kg including Sticker with Date and replacement of defected valve, PIN, guage etc if required.	Each	115	2095	(Rupees Two Thousand Ninety Five only)	240925
46	Market Item	Re-filling of Fire Extinguisher Co2 25-Kg Trolly mounted including Sticker with Date and replacement of defected valve, PIN, guage etc if required.	Each	6	10000	(Rupees Ten Thousand only)	60000

Sr. No	Reference No.	Description	Unit	QTY	Rate		Amount
47	Market Item	Re-filling of Fire Extinguisher Co2 7-Kg including Sticker with Date and replacement of defected valve, PIN, guage etc if required.	Each	5	2800	(Rupees Two Thousand Eight Hundred only)	14000
48	Market Item	Re-filling of Fire Extinguisher AFFF Trolly mounted including Sticker with Date and replacement of defected valve, PIN, guage etc if required.	Each	4	15000	(Rupees Fifteen Thousand only)	60000
						GRAND TOTAL:	Rs20,954,985.00

Scope of Work

RE-HABILITATION, RECTIFICATION, TESTING COMMISSIONING AND OPERATIONALIZATION AND ANNUAL O & M OF ENTIRE FIRE ALARM AND FIRE FIGHTING SYSTEMS AT SUPREME COURT BUILDING ISLAMABAD

Price Schedule

For Individual Jobs

#	Job Title	Quantity	Unit Price (PKR)	Total Price (PKR)	Delivery Location	Delivery Period / Year	Country of Origin
1							
2							

For Lots

#	Lot Title	Total Lot Price (PKR)	Country of Origin
1	[Lot 1 Title]		

General Conditions of Contract

A. General

1. **Definitions**

1.1. Unless the context otherwise requires, the following terms whenever used in this Contract shall have the same meaning and shall be interpreted as indicated

1.1.1. “Applicable Law” means the laws and any other instruments having the force of law in the Government’s Country, or in such other country as may be specified in the Special Conditions of the Contract (SC), as they may be issued and in force from time to time;

1.1.2. “The Contract” means an agreement enforceable by law;

1.1.3. “The Contract Price” means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations;

1.1.4. “The Services” means the work to be performed by the Contractor pursuant to this Contract and as prescribed in the Specifications and Schedule of Activities included in the Contractor’s Bid;

1.1.5. “Ancillary Services” means those services ancillary to the provision of Services, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Contractor covered under the Contract;

1.1.6. “GCC” means the General Conditions of Contract contained in this section;

1.1.7. “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;

1.1.8. **“**Day” means calendar day unless indicated otherwise;

1.1.9. “Effective Date” means the date on which this Contract comes into force and effect;

1.1.10. “The Contractor” means the individual or corporate body whose Bids to provide the Services has been accepted by the Procuring Agency;

1.1.11. “The Project Site,” where applicable, means the place or places named in Bid Data Sheet and technical Specifications;

1.1.12. “Government” means the Government of Pakistan;

1.1.13. “Local Currency” means the currency of Pakistan;

1.1.14. “In Writing” means communicated in written form with proof of receipt;

1.1.15. “Completion Date” means the date of completion of the Services by the Contractor as certified by the Procuring Agency;

1.1.16. “Foreign Currency” means any currency other than the currency of the country of the Procuring Agency;

1.1.17. “Party” means the Procuring Agency or the Contractor, as the case may be, and “Parties” means both of them;

1.1.18. "Service" means any object of procurement other than goods or works;

1.1.19. “Subcontractor” means any entity to which the Bidder subcontracts any part of the Services.

2. **Applicable Law**

2.1. The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC.

3. **Language**

3.1. The Contract as well as all correspondence and documents relating to the Contract exchanged between the Contractorand the Procuring Agency, shall be written in the **English language** unless otherwise stated in the **SCC** . Supporting documents and printed literature that are part of the Contract may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.

4. **Notices**

4.1. Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the **SCC**.

5. **Location**

5.1. The Services shall be performed at such locations as the Procuring Agency may approve and as specified in **SCC.**

5.2. A {DOCUMENTS}

6. **Authorized Representatives / Authority of Member in charge**

6.1. Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring Agency or the Contractor may be taken or executed by the officials specified in the **SCC**.

B. Commencement, Completion, Modification, and Termination of Contract

7. **Effectiveness of Contract**

7.1. This Contract shall come into effect on the date the Contract is signed by both parties and such other later date as may be stated in the **SCC.**

8. **Commencement of Services**

8.1. The Contractor shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the **SCC.**

9. **Program schedule**

9.1. Before commencement of the Services, the Contractor shall submit to the Procuring Agency for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.

10. **Starting Date/Expiration Date**

10.1. The Contractor shall start carrying out the Services Five (05) days after the date the Contract becomes effective, or at such other date as may be specified in the **SCC.**

10.2. Unless terminated earlier pursuant to Clause **GCC 14** hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the **SCC.**

11. **Entire Agreement**

11.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

12. **Modification**

12.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any modification(s) or variation(s) made by the other Party.

12.2. In cases of any modification(s) or variation(s), the prior written consent of the Procuring Agency is required.

13. **Force Majeure**

13.1. **Definition**
For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Contractor and which makes a Contractor's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

13.2. **No Breach of Contract**
The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative

measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

13.3. **Extension of Time**
Any period within which a Contractor shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

13.4. **Payments**
During the period of their inability to perform the Services as a result of an event of Force Majeure, the Contractor shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

14. **Termination**

14.1. **By the Procuring Agency**
The Procuring Agency may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause. In such an occurrence the Procuring Agency shall give at least thirty (30) calendar days' written notice of termination to the Contractor in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e);

14.1.1. If the Contractor fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension;

14.1.2. If the Contractor becomes (or, if the Contractor consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

14.1.3. If the Contractor fails to comply with any final decision reached as a result of arbitration proceedings;

14.1.4. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

14.1.5. If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;

14.2. **By the Contractor**
The Contractor may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Procuring Agency, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

14.2.1. If the Procuring Agency fails to pay any money due to the Contractor pursuant to this Contract and not subject to dispute within forty-five (45) calendar days after receiving written notice from the Contractor that such payment is overdue;

14.2.2. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

14.2.3. If the Procuring Agency fails to comply with any final decision reached as a result of arbitration;

14.2.4. If the Procuring Agency is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Bidder may have subsequently approved in writing) following the receipt by the Procuring Agency of the Contractor's notice specifying such breach.

C. Obligations of the Contractor

15. **General**

15.1. **Standard of Performance**

15.1.1. The Contractor shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Contractor shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Procuring Agency, and shall at all times support and safeguard the Procuring Agency's legitimate interests in any dealings with the third parties;

15.1.2. The Contractor shall employ and provide such qualified and experienced Experts and Sub-Contractors as are required to carry out the Services.

15.2. **Law Applicable to Services**
The Contractor shall perform the Services in accordance with the Contract and in accordance with the Law of Pakistan and shall take all practicable steps to ensure that any of its Experts and Sub-Bidders, comply with the Applicable Law.

16. **Conflict of Interests**

16.1. **Contractor Not to Benefit from Commissions and Discounts**
The remuneration of the Contractor shall constitute the Contractor's sole remuneration in connection with this Contract or the Services, and the Contractor shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Contractor shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

16.2. **Contractor and Affiliates Not to be Otherwise Interested in Project**
The Contractor agree that, during the term of this Contract and after its termination, the Contractor and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

16.3. **Prohibition of Conflicting Activities**
Neither the Bidder nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

16.3.1. during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;

16.3.2. during the term of this Contract, neither the Contractor nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;

16.3.3. after the termination of this Contract, such other activities as may be specified in the **SCC.**

17. **Insurance to be Taken Out by the Contractor**

17.1. The Contractor(a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Sub-contractors', as the case may be) own cost but on terms and conditions approved by the Procuring Agency, insurance against the risks, and for the coverage, as shall be specified in the **SCC**; and (b) at the Procuring Agency's request, shall provide evidence to the Procuring Agency showing that such insurance has been taken out and maintained and that the current premiums have been paid.

18. **Contractor's Actions Requiring Procuring Agency's Prior Approval**

18.1. The Contractor shall obtain the Procuring Agency's prior approval in writing before taking any of the following actions:

18.1.1. appointing such members of the Personnel not provided by the Contractor;

18.1.2. changing the Program of activities; and

18.1.3. any other action that may be specified in the **SCC.**

19. **Reporting Obligations**

19.1. The Contractor shall submit to the Procuring Agency the reports and documents in the numbers, and within the periods as prescribed by the Procuring Agency.

20. **Liquidated Damages**

20.1. **Payments of Liquidated Damages**
The Contractor shall pay liquidated damages to the Procuring Agency at the rate per day stated in the **SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the **SCC**. The Procuring Agency may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

20.2. **Correction for Over-payment**
If the Intended Completion Date is extended after liquidated damages have been paid, the Procuring Agency shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The

Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in **SCC.**

20.3. **Lack of performance penalty**
If the Contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, a penalty for Lack of performance will be paid by the Contractor. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as specified in the Contractor

21. **Performance Guarantee**

21.1. Within the time stipulated in the acceptance letter from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in shape and amount **specified in SCC.**

21.2. The proceeds of the Performance Guarantee shall be payable to the Procuring agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

21.3. The Performance Guarantee shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring agency and shall be in the acceptable form as specified in **SCC**.

21.4. The Performance Guarantee will be discharged by the Procuring agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise **specified in SCC.**

22. **Sustainable Procurement**

22.1. The Contractor shall conform to the sustainable procurement contractual provisions, if and as specified in the **SCC.**

D. Contractor's Personnel

23. **Description of Personnel**

23.1. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Contractor's Key Personnel. The Key Personnel listed by title as well as by name are hereby approved by the Procuring Agency.

24. **Removal and / or Replacement of Personnel**

24.1. Except as the Procuring Agency may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Contractor, it becomes necessary to replace any of the Key Personnel, the Contractor shall provide as a replacement a person of equivalent or better qualifications.

24.2. If the Procuring Agency finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Contractor shall, at the Procuring Agency's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Procuring Agency.

24.3. The Contractor shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

E. Obligations of the Procuring Agency

25. **Change in the Applicable Law**

25.1. If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Contractor, then the remuneration and reimbursable expenses otherwise payable to the Contractor under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred in the **SCC.**

26. **Services and Facilities**

26.1. The Procuring Agency shall make available to the Contractor and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference, at the times and in the manner specified in the Terms of Reference.

26.2. In case that such services, facilities and property shall not be made available to the Contractor, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Contractor for the performance of the Services, (ii) the manner in which the Contractor shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Contractor as a result thereof.

F. Payments to the Contractor

27. **Contract Price**

27.1. The price payable shall be in Pakistani Rupees unless otherwise specified in the **SCC**.

28. **Terms and Conditions of Payment**

28.1. Payments will be made to the Contractor according to the payment schedule stated in the **SCC** and as per actual invoice submitted by the Contractor.

28.2. Unless otherwise stated in the **SCC**, the advance payment shall be made against the provision by the Contractor of a bank guarantee for the same amount, and shall be valid for the period stated in the **SCC.** Any other payment shall be made after the conditions listed in the **SCC** for such payment have been met, and the Contractor have submitted an invoice to the Procuring Agency specifying the amount due.

29. **Quality Control Identifying Defects**

29.1. The principle and modalities of Inspection of the Services by the Procuring Agency shall be as indicated in the **SCC.** The Procuring Agency shall check the Contractor's performance and notify him of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Procuring Agency may instruct the Contractor to search for a Defect and to uncover and test any service that the Procuring Agency considers may have a Defect. Defect Liability Period is as defined in the **SCC**.

29.2. A {INSPECTION}

30. **Correction of Defects, and Lack of Performance Penalty**

30.1. The Procuring Agency shall give notice to the contractor of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.

30.2. Every time notice a Defect is given; the contractor shall correct the notified Defect within the length of time specified by the Procuring Agency's notice.

30.3. If the contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, the Procuring Agency will assess the cost of having the Defect corrected, the contractor will pay this amount, and a Penalty for Lack of Performance.

31. **Settlement of Disputes Amicable Settlement**

31.1. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

32. **Dispute Settlement**

32.1. **Arbitration**
If any dispute of any kind whatsoever shall arise between the procuring agency and the contractor in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the contract, the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference even after negotiations or mediation, then the dispute shall be referred within fourteen (14) days in writing by either party to the Arbitrator, with a copy to the other party.
Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with **GCC sub-clause 32.1**, shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Contract. Arbitration proceedings shall be conducted in accordance with Arbitration Act 1940. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless otherwise agreed. The Procuring Agency shall continue to pay the Contractor any undisputed amounts due under the Contract during the resolution of any dispute.

Special Conditions of Contract

SECTION VIII. SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

Number of GC Clause

Amendments of, and Supplements to, Clauses in the General Conditions of Contract

Number of GC Clause 1

Definitions

The Procuring Agency is: Supreme Court of Pakistan (Supreme Court of Pakistan), Sr. Deputy Director Constitution Avenue, G-5/2, Islamabad, Islamabad Capital Territory

The Supplier is:

The title of the subject procurement is: Tender No. SCP/05/2026-27/PIDPCell (RE-HABILITATION, RECTIFICATION, TESTING COMMISSIONING AND OPERATIONALIZATION AND ANNUAL O & M OF ENTIRE FIRE ALARM AND FIRE FIGHTING SYSTEMS AT SUPREME COURT BUILDING ISLAMABAD)

Number of GC Clause 2

Applicable/Governing Law:

The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan

Number of GC Clause 3

Language:

The language of the Contract, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be in **English.**

Number of GC Clause 4

Notices:

The addresses for the notices are:

Procuring Agency:

Supreme Court of Pakistan (Supreme Court of Pakistan), Sr. Deputy Director
Constitution Avenue, G-5/2, Islamabad, Islamabad Capital Territory
+92-333-515-9402
makiyani@gmail.com

Contractor/ Bidder:

[Name, address and telephone number]

The Contractor/ Bidder’s Representative(s)

[Name, address, telephone number and e-mail address]

Number of GC Clause 6.1

The Authorized Representatives are:

For the Procuring Agency:

Supreme Court of Pakistan (Supreme Court of Pakistan), Sr. Deputy Director
Constitution Avenue, G-5/2, Islamabad, Islamabad Capital Territory
+92-333-515-9402
makiyani@gmail.com

For the Bidder:

Name: ………………………………………

Designation: ……………………..

Address: …………………………………………..

Number of GC Clause 7

Effectiveness of the contract

The Contractor/Bidder shall be effective within ….. days from the date of signature of the Contract by both parties

Number of GC Clause 8

Commencement of Contract:

The Contractor/Bidder shall provide Non-Consultancy Services from the effective date of contract.

Number of GC Clause 10.2

Expiration of Contract:

The time period shall be ……………………………

Number of GC Clause 14

Termination

In the event of termination of the contract due to any reason as already defined in the General Conditions of Contract, the Bidder shall be responsible for providing to the Authority the Goods till the time of alternate arrangements.

Number of GC Clause 16

Conflict of Interest:

The Procuring Agency reserves the right to determine on a case-by-case basis whether the Bidder should be disqualified from providing goods or services due to a conflict of a nature described in Clause GCC 17.

Number of GC Clause 20

Liquidated Damages

If the Bidder fails to provide services as required under the contract or in case of any data loss/data breach or any incident compromising the data security or other such failures related to any services, the Bidder shall pay to the Procuring Agency as Liquidated Damages at a rate of **1.00%** to **20.00%** of the Contract value, in accordance with the extent of performance failure & the cost of investigating such incidents as judged by the Authority.

Number of GC Clause 21

Performance Guarantee:

The amount of performance guarantee shall be **5.00%** of the contract price in acceptable form of **Pay Order, Banker's Cheque, Bank Guarantee**

Number of GC Clause 27

Currency of Payment:

All the payment to be released to the contractor/Bidder shall be in Pakistani Rupees.

Number of GC Clause 28

Payment terms:

Payment will be made to the Bidder against the procured Goods and services according to the actual invoice or running bills submitted by the Bidder against the services provided within the time given in the conditions of the contract.

Number of GC Clause 29

Identifying Defects:

The Authority reserves the right at any time to inspect the premises of the provider to inspect the goods and monitor the goods being provided.

Inspections & Tests Requirements

For being Brand New, bearing relevant reference numbers of the equipment (Certificate from supplier)

For Physical Fitness having No Damages (Certificate from supplier)

For the Country of Origin as quoted by the Supplier (Certificate from manufacturer)

For conformance to specifications and performance parameters, through Prior to delivery inspection (Inspection Report by Procurement Committee / Inspection Team)

For successful operation at site after complete installation, testing and commissioning of the equipment (Installation, Testing and Commissioning Report by Procurement Committee / Inspection Team)

Delivery & Documents

Copies of the Supplier’s invoice showing Goods’ description, quantity, unit price, and total amount;

Original and two copies of the usual transport document (for example, a negotiable bill of lading, a non-negotiable sea waybill, an inland waterway document, an air waybill, a railway consignment note, a road consignment note, or a multimodal transport document) which the buyer may require to take the goods;

Copies of the packing list identifying contents of each package;

Insurance Certificate;

Manufacturer’s or Supplier’s Valid Warranty Certificate;

Inspection Certificate issued by the Nominated Inspection Agency (if any), and the Supplier’s Factory Inspection Report;

Certificate of Origin.

The above documents would be required even if the equipment has already been imported and is available with the supplier ex-stock

Number of GC Clause 31

Following is the guidance for Dispute Resolution

i. If any dispute of any kind whatsoever shall arise between the Authority and the Bidder in connection with or arising out of the Contract... (full clause unchanged)

ii. At future of negotiation the dispute shall be resolved through mediation...

iii. At failure of mediation, arbitration under Arbitration Act 1940...

iv. Cost sharing equally...

v. Proceedings may commence before/after completion...

Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract.

Rules of procedure for arbitration proceedings:

Any dispute between the Authority and a Bidder shall be referred to arbitration under the laws of Pakistan including Arbitration Act 1940.

Place of Arbitration and Award:

The arbitration shall be conducted in English language and place shall be Islamabad. The award shall be final and binding.

Bid Securing Declaration

Form 9: Bid Securing Declaration

Date: *[insert date (as day, month and year)]*

Bid No.:***P122299***

To: **Supreme Court of Pakistan (Supreme Court of Pakistan), Sr. Deputy Director Constitution Avenue, G-5/2, Islamabad, Islamabad Capital Territory**

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid Securing Declaration.

We accept that we will be blacklisted and henceforth cross debarred for participating in respective category of public procurement proceedings for a period of (not more than) six months, if fail to abide with a bid securing declaration, however without indulging in corrupt and fraudulent practices, if we are in breach of our obligation(s) under the Bid conditions, because we:

1. have withdrawn or modified our Bid during the period of Bid Validity specified in the Form of Bid;
2. Disagreement to arithmetical correction made to the Bid price; or
3. having been notified of the acceptance of our Bid by the Procuring Agency during the period of Bid Validity, (i) failure to sign the contract if required by Procuring Agency to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the Bidding Documents.

We understand this Bid Securing Declaration shall expire if we are not the successful

Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight (28) days after the expiration of our Bid.

Contract Form

SECTION IX: CONTRACT FORMS

THIS AGREEMENT made the _____ day of __________ 20_____ between **Supreme Court of Pakistan (Supreme Court of Pakistan), Sr. Deputy Director Constitution Avenue, G-5/2, Islamabad, Islamabad Capital Territory**

(hereinafter called "the Procuring Agency") of the one part and *[name of Bidder]* of *[city and country of Bidder]* (hereinafter called "the Bidder") of the other part:

WHEREAS the Procuring Agency invited Bids for provision of goods, viz., **Tender No. SCP/05/2026-27/PIDPCell (RE-HABILITATION, RECTIFICATION, TESTING COMMISSIONING AND OPERATIONALIZATION AND ANNUAL O & M OF ENTIRE FIRE ALARM AND FIRE FIGHTING SYSTEMS AT SUPREME COURT BUILDING ISLAMABAD) (*P122299*)** and has accepted a Bids by the Bidder for the provision of Goods in the sum of *[contract price in words and figures]* (hereinafter called "the Contract Price").

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Contract, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below:-

1. This form of Contract;
2. the Form of Bids and the Price Schedule submitted by the Bidder;
3. the Schedule of Requirements;
4. the Technical Specifications;
5. the Special Conditions of Contract;
6. the General Conditions of the Contract;
7. the Procuring Agency's Letter of Acceptance; and
8. [*add here: any other documents*]

3. In consideration of the payments to be made by the Procuring Agency to the Bidder as hereinafter mentioned, the Bidder hereby covenants with the Procuring Agency to provide the Goods related services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Procuring Agency hereby covenants to pay the Bidder in consideration of the provision of Goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the

provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Contract to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by __________________the ________________ (for the Procuring Agency)

Witness to the signatures of the Procuring Agency:

………………………………………………

Signed, sealed, delivered by __________________the ________________ (for the Procuring Agency)

Witness to the signatures of the Bidder: ………………………………………………

Integrity Pact

Integrity Pact

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

Contract Number: Contract Value: Contract Title:

Dated:

[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 or any administrative subdivision or agency thereof or any other entity owned or controlled by it (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, fee 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 consultations 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, representative or warranty.

[Name of Supplier] accepts full responsibility and strict liability for making and false declaration, not making full disclosure, misrepresenting fact 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 right and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

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

Performance Guarantee Form

Performance Guarantee Form

To: **Supreme Court of Pakistan (Supreme Court of Pakistan), Sr. Deputy Director Constitution Avenue, G-5/2, Islamabad, Islamabad Capital Territory**

WHEREAS *[name of Bidder]* (hereinafter called "the Bidder") has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated *[insert date]* for provision of Goods*(*hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Bidder shall furnish you with a Bank Guarantee by a reputable bank for the sum specified therein as security for compliance with the Bidder's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Bidders guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Bidder, up to a total of *[amount of the guarantee in words and figures]*, and we undertake to pay you, upon your first written demand declaring the Bidder to be in default under the Contract and without cavil or argument, any sum or sums within the limits of *[amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the: *[insert date]*

Signature and seal of the Guarantors

___

[name of bank or financial institution]

___

[address]

[date}

Annexure

Tender Document (TORs etc.)

Information (Read-Only)

See Form Under Additional Forms and Documents: **Tender Document (TORs etc.)** (page number: 90)

Procurement Forms

Financial Resources

See Form Under Additional Forms and Documents: **Financial Resources** (page number: 123)

Past Experience and Completed Contracts

See Form Under Additional Forms and Documents: **Past Experience and Completed Contracts** (page number: 124)

Historical Contract Non-Performance, and Pending Litigation and Litigation History

See Form Under Additional Forms and Documents: **Historical Contract Non-Performance, and Pending Litigation and Litigation History** (page number: 125)

Current Contracts and Their Progress

See Form Under Additional Forms and Documents: **Current Contracts and Their Progress** (page number: 127)

Financial Capacity and Net Worth Evaluation Form

See Form Under Additional Forms and Documents: **Financial Capacity and Net Worth Evaluation Form** (page number: 128)

Average Annual Turnover

See Form Under Additional Forms and Documents: **Average Annual Turnover** (page number: 130)

Additional Forms and Documents

Tender Document

(Tender No. SCP/05/2026-27/PIDPCell)

RE-HABILITATION, RECTIFICATION, TESTING COMMISSIONING AND OPERATIONALIZATION AND ANNUAL O & M OF ENTIRE FIRE ALARM AND FIRE FIGHTING SYSTEMS AT SUPREME COURT BUILDING ISLAMABAD

SUPREME COURT OF PAKISTAN

Constitution Avenue, Islamabad

Phone: (+ 92) (51) (9214734), Fax: (+92) (51) (9215306)

URL: www.supremecourt.gov.pk

Table of Contents

Invitation to Bid

5.1. Supreme Court of Pakistan, (hereinafter referred to as “the Purchaser”) invites Proposals (hereinafter referred to as “the Tenders”) for **Re-Habilitation, Rectification, Testing Commissioning And Operationalization And Annual O & M Of Entire Fire alarm And Fire Fighting Systems At Supreme Court Building Islamabad** as per quantity & specifications mentioned in **Annex-A** (hereinafter referred to as “the Works”).

1.3 **PPRA Rules to be followed**

Public Procurement Rules, 2004 will be strictly followed. These may be obtained from PPRA’s website:

http://ppra.org.pk/doc/rules.pdf

In this document, unless otherwise mentioned to the contrary, "Rule" means a Rule under the Public Procurement Rules, 2004, as amended time to time.

1.4 **Mode of Advertisement(s)**

As per Rule 12(1), this Tender is being placed online at PPRA's website.

As per Rule 12(2), this Tender is being published in atleast two national dailies, one in English and theother in Urdu.

As per Rule 12(2), this Tender is also placed online at the website of Supreme Court of Pakistan i.e. **http://www.supremecourt.gov.pk**. The bidding document carrying all details can be downloaded from the said websites.

1.5 **Type of Open Competitive Bidding**

As per Rule 36(b) of PPRA, Single Stage - Two Envelope Bidding Procedure shall be followed.

1.6 **Bidding Details (Instructions to Bidders)**

All bids must be accompanied by Earnest Money equivalent to 2% of the total bid price in shape of pay order / bank draft, as part of financial bid in favor of **“Registrar, Supreme Court of Pakistan”**. The complete bids (hard copy) as per required under this tender document, must be reached in the office of CF & AO, Chairman Purchase Committee, Supreme Court of Pakistan, Constitution Avenue, Islamabad not later than **as per invitation of bid** on last date of submission of bids i.e**. as per invitation of bid notice** Late bids will not be considered.

2. **Tender Eligibility/Qualification Criteria**

The bidder:

2.1 must be a registered/incorporated company/firm in Pakistan with relevant business experience of last 3 years as on 30.06.2026,

2.2 must be registered with Tax Authorities as per prevailing latest tax rules (Only those companies which are validly registered with sales tax and income tax departments and having sound financial strengths and are active return filer, can participate);

2.3 must have valid Registration of General Sales Tax (GST) & National Tax Number (NTN); verifiable from relevant institutions.

2.4 must be involved in relevant works/items for last 3 years,

2.5 have not been blacklisted by any Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan. (Submission of undertaking to this effect on legal stamp paper is mandatory),

2.6 has the required relevant qualified personnel and enough strength to fulfill the requirement of assignment.

3 **Tender Cost**

The Tenderer shall bear all costs / expenses associated with the preparation and submission of the Tender(s) and the Purchaser shall in no case be responsible for those expenses.

4. **Joint Venture / Consortium**

Joint venture / Consortium are eligible for this tender.

5. **Amendment of the Tender Document**

The Purchase Committee of Supreme Court of Pakistan may, at its exclusive discretion, amend the Tender Document to extend the deadline for the submission of the Tender as per Rule-27 of Public Procurement Rules, 2004.

6. **Preparation / Submission of Tender**

6.1 The Tender shall be filled in / accompanied by the prescribed Forms, Annexes, Schedules, Drawings, Documents, Brochures, etc. which shall be typed, completely filled in, stamped and signed by the Tenderer. If volume of the bid contains various set(s) of documents the same must be properly numbered and tagged in binding shape.

6.2 The Tender shall be in two parts i.e. the **technical proposal and the financial proposal**. Separate sealed envelope shall be used for technical & financial proposals. Technical Proposal shall comprise the following, **without quoting the price**:

6.3 Technical Proposal Form

6.3.1 Covering letter duly signed and stamped by authorized representative.

6.3.2 Undertaking (All terms & conditions and qualifications listed anywhere in this tender document have been satisfactorily vetted). (**Annexure-C**)

6.3.3 Technical Brochures / Literature, HR, assets and HC Capacity of the firm.

6.3.4 Details of similar works executed /purchased.

6.3.5 Submission of undertaking on legal valid and attested stamp paper that:-

a). the firm is not blacklisted by any Provincial or Federal Government Department, Agency, Organization, autonomous body or Private Sector Organization anywhere in Pakistan.

c). the firm will fully compliance execution schedule and Services mentioned in tender document

6.3.6 Financial Capacity as per Annexure-I.

6.3.7 Valid Registration Certificate for Income Tax, Sales Tax and Active taxpayer

6.4 The Financial Proposal shall comprise the following:

6.4.1 Financial Proposal Form (**Annexure-B**).

6.4.2 Price Schedule **(Annexure-B1).**

6.4.3 2% Earnest Money of the total tender price (**Annexure-D**).

6.5 The Tenderer shall seal the Original Proposal in an envelope duly marked as under:

Tender for "FIRE ALARM SYSTEM"

Tender No. Tender No. SCP/05/2026-27/PIDPCell

CF & AO Chairman Purchase Committee,

Supreme Court of Pakistan, Constitution Avenue,

Islamabad.

6.6 The Tenderer shall follow the same process for the Financial Tender.

6.7 The Tenderer shall again seal the sealed envelopes of Original Technical Proposal and the Original Financial Proposal in an outer envelope, duly marking the envelope as under:

Original Tender for

"Upgradation of Conference Room"

Tender No. SCP/05/2026-27/PIDPCell

CF & AO Chairman Purchase Committee,

Supreme Court of Pakistan, Constitution Avenue, Islamabad.

[Name of the Tenderer]

[Address of the Tenderer]

[Phone No. of the Tenderer]

6.8 The Tender shall be reached in the office of **CF & AO/Chairman Purchase Committee**, Supreme Court of Pakistan Constitution Avenue, Islamabad, not later than as per invitation of bid notice on last date of submission of bids i.e. as per invitation of bid notice, No late bid shall be accepted.

6.9 This is made obligatory to affix authorized signatures with official seal on all original and duplicate (copies) documents, annexures, copies, certificates, brochures, literature, drawings, letters, forms and all relevant documents as part of the bids submitted by the tenderer.

7. Tender Price

The quoted price for shall be

7.1 in Pak Rupees only;

7.2 best / final / fixed and valid until completion of all obligations under the Contract i.e. not subject to variation / escalation;

7.3 inclusive of all taxes, duties, levies, insurance, freight, etc.;

7.4 including all charges up to the delivery point i.e. Islamabad

7.5 If not specifically mentioned in the Tender(s), it shall be presumed that the quoted price is as per the above requirements.

8. Earnest Money

8.1 The Tenderer shall furnish the Earnest Money for a sum equivalent to **2%** of the total price, fulfilling the following criteria:

8.1.1 denominated in Pak Rupees.

8.1.2 as part of financial bid envelope, failing which will cause rejection of bid.

8.1.3 have a minimum validity period of one hundred and twenty (120) days from the last date for submission of the Tender or until furnishing of the Performance Security, whichever is later.

8.2 Failure to meet any of the above mentioned criteria will result to the automatic rejection of the bid.

8.3 The Earnest Money will be forfeited by the Purchaser, on the occurrence of any / all of the following conditions:

8.3.1 If the Tenderer withdraws the Tender during the period of the Tender validity;

8.3.2 If the Tenderer does not accept the corrections of his Total Tender Price; or

8.3.3 If the Tenderer, having been notified of the acceptance of the Tender by the Purchaser during the period of the Tender validity, fails or refuses to furnish the Performance Security, in accordance with the Tender Document.

9. Tender Validity

The Tender shall have a minimum validity period of **ninety (90) days** from the last date for submission of the Tender. The Purchase Committee of Supreme Court of Pakistan may solicit the Tenderer's consent to an extension of the validity period of the Tender. The request and the response thereto shall be made in writing. If the Tenderer agrees to extension of validity period of the Tender, the validity period of the Earnest Money shall also be suitably extended. The Tenderer may refuse extension of validity period of the Tender, without forfeiting the Earnest Money.

10. Modification / Withdrawal of the Tender

10.1 The bidder may, by written notice served to the Chairman, Purchase /Procurement Committee, modify or withdraw the Tender after submission of the Tender, prior to the deadline for submission of the Tender.

10.2 The bids, withdrawn after the deadline for submission of the bids and prior to the expiration of the period of the Tender validity, will result in forfeiture of the Bid Security.

11. **Opening of the Tender**

11.1 The bids will be publicly opened by the Purchase /Procurement Committee on as per invitation of bid notice in the presence of the Tenderer(s) for which they shall ensure their presence without further invitation. In case the last date of bid submission falls in / within the official holidays / weekends of the Purchaser, the last date for submission of the bids shall be the next working day.

11.2 The bidders name, modification, withdrawal, security, attendance of the Tenderer and such other details as the Purchaser may, at its exclusive discretion, consider appropriate, will be announced and recorded.

11.3 No bidders or its representative will be allowed to keep any digital device (camera, audio recorder, cell phone etc.) during tender opening meeting at given time and location.

12. **TECHNICAL EVALUATION CRITERIA**

PASS MARKS: A technically eligible bidder, based on conditions listed in this document, not meeting the 60% pass marks aggregative will be rejected in Technical Evaluation, and its sealed/unopened Financial Proposal shall be returned back. All bidders scoring greater than or equal to 60% of the marks will be accepted in technical proposal, and their financial bids will be opened. The Bids which do not conform to the Technical Specifications or Bid conditions or the Bids from the Bidders without adequate capabilities for maintenance services will be rejected. The Eligible/Technically Qualified Bidders will be considered for further evaluation. The Technical proposals shall be evaluated in the light of following evaluation criteria:

Category	Description	Remarks
Legal (Mandatory)		
1	Valid Income Tax Registration	**Yes**
2	Valid general sales tax registration (Status = Active with FBR)	**Yes**
3	Valid Registration with PEC (Specific Code) & SECP	**Yes**
4	Submission of undertaking on legal valid and attested stamp paper that:-	**Yes**
i	a). the firm is not blacklisted by any of Federal or Provincial Govt. Department, Organization or autonomous body or Private Sector Organization anywhere in Pakistan;	**Yes**
ii	b). the firm will fully compliance execution schedule and Works in tender document	**Yes**
iii	relevant bid security. Non-compliance of the same shall cause rejection of the bid;	**Yes**
iv	Compliance to the technical specifications of items to be procured mentioned vide **Annex-A** of this document	**Yes**
Experience (in year)		
5	Completed Works (Installation of fire alarm system) or similar nature etc (Max Points 40)	1-Contract: 15 Points 2-Contracts: 30-Points 3 & Above Contracts: 40-Points
6	Completed Works for Operation and Maintenance (similar nature) etc (Max Points 20)	1-Contract: 10 Points 2 & Above Contracts: 20-Points
Financial Soundness		
7	Financial Soundness (Max Points 40) The Firm must have Average Business Turnover /Revenue PKR 30 million in the Last Three (03) Financial Years Average turnover will be assessed through Auditor Financial statements etc of the firm.	10-Million: 15 Points 20-Million: 30-Points 30-Million & above: 40-Points
	Total Points	**100-Points**

Note: Verifiable documentary proof for all above requirements and criteria points are mandatory requirement and marks will be awarded on the basis of these verifiable proofs.

13. **FINANCIAL PROPOSAL EVALUATION**

13.1 Technically qualified/successful bidder(s)/Tenderer(s) will be informed telephonically for opening of the Financial Proposal(s). The Financial Proposals will be opened in the in the office of the CF & AO, Supreme Court of Pakistan in the presence of the Bidders or their authorized representatives.

13.2 Financial Proposal evaluation will be conducted under the Public Procurement Rules, 2004. The Price evaluation will include all duties, taxes and expenses etc. In case of any exemption of duties and taxes made by the Government in favor of the Purchaser, the contractor shall be bound to adjust the same in the Financial Proposal.

13.3 In cases of discrepancy between the cost/price quoted in Words and in Figures, the lower of the two will be considered.

13.4 In evaluation of the price of an imported item, the price will be determined and considered inclusive of the customs and other import duties etc.;

13.5 In evaluation of the price of Services which are subject to excise duty, sales tax, income tax or any other tax or duty levied by the Government, the price will be determined and considered inclusive of such duties and taxes.

13.6 The purchaser will not be responsible for any erroneous calculation of tax rates or any subsequent changes in rates or structure of applicable taxes. All differences arising out as above shall be fully borne by the Successful Bidder.

14. Rejection / Acceptance of the Bid

12.1 The Purchase /Procurement Committee may reject all bids or proposals at any time prior to the acceptance of a bid or proposal.

12.2 The Tender shall be rejected if:

12.2.1 submitted in other than prescribed forms, annexes, schedules, charts, drawings, documents / by other than specified mode; or

12.2.2 incomplete, partial, conditional, alternative, late; or

12.2.3 Earnest money is not submitted; or

12.2.4 subjected to interlineations / cuttings / corrections / erasures / overwriting; or

12.2.5 the Tenderer refuses to accept the corrected Total Tender Price; or

12.2.6 the Tenderer has conflict of interest with the Purchaser; or

12.2.7 the Tenderer tries to influence the Tender evaluation / Contract award; or

12.2.8 the Tenderer engages in corrupt or fraudulent practices in competing for the Contract award;

12.2.9 the Tenderer fails to meet all the requirements of Tender Eligibility / Qualification Criteria (Clause-2);

12.2.10 the Tenderer fails to meet the evaluation criteria requirements (Clause-12);

12.2.11 the Tenderer has been blacklisted by any public or private sector organization;

12.2.12 the Tenderer has been served any legal notices or displeasure letters by any public sector organization on serious failures to provide satisfactory services;

12.2.13 the Tenderer has mentioned any financial implication(s) in the financial proposal that is in contradiction to this document and Government rules and regulations.

12.2.14 the Tenderer submits any financial conditions as part of its bid which are not in conformity with tender document.

12.2.15 Non-submission of verifiable proofs against the mandatory as well as general documentary, qualification and eligibility related requirements.

15. Award Criteria

Bidder(s)/tenderer(s) will be evaluated in the light of all Pre-Conditions, necessary requisites and shall be selected on lowest cost quoted as per rules and fulfilling all codal formalities.

16. Work Order

Work order to the successful Tenderer will be issued after approval of the Competent Authority.

17. Performance Security

17.1 The successful Tenderer/The Contractor shall furnish Performance Security **as per Annex-E** within 14-days after issuance of acceptance letter, in the form of a Bank Guarantee or Banker Cheque, issued by a scheduled bank operating in Pakistan, as per the format provided in the Tender Document; for a sum equivalent to **5%** of the contract value; denominated in Pak Rupees; have a minimum validity period until the date of completion period, support period or termination of services, or fulfillment of all obligations under the contract, whichever is later. No other shape or form of performance security shall be acceptable with any validity less than the prescribed time period.

17.2 The Performance Security shall be payable to the Registrar, Supreme Court of Pakistan, if the Contractor commits a default under the Contract; fails to fulfill the obligations under the Contract or if violates any of the terms and conditions of the Contract.

17.3 No interest on the amount of performance guaranty / Banker Cheque shall be charged by Bidders.

18. Execution Schedule / Delivery

18.1 The Contractor shall complete the work **Re-Habilitation, Rectification, Testing Commissioning and Operationalization and Annual O & M Of Entire Fire alarm and Firefighting Systems at Supreme Court Building Islamabad within 60-Days** from the issuance of work Order. During project implementation period, the Contractor shall provide all items, at the contracted performance and reliability level.

18.2 The purchaser may extend the date on written request from the successful bidders under special circumstances or compelling grounds for services of awarded work as per acceptance order.

19. Liquidated Damages

Unless the delay in services is caused by force majeure, if the Contractor fails / delays in works / performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract the Supreme Court of Pakistan may, without prejudice to any other right of action / remedy it may have, deduct from the Contract Price, as liquidated damages, a sum of money @1% of the total Contract Price which is attributable to such part of the items/works, in consequence of the failure / delay, be put to the intended use, for every day between the scheduled items/works date(s), with any extension of time thereof granted by the Purchaser, and the actual items/works date(s). Provided that the amount so deducted shall not exceed, in the aggregate, 20% of the Contract Price.
In the event that Contractor fails to deploy or maintain the required number of qualified quoted personal for the daily O&M, the contractor shall be liable to liquated damages for every shift or day on individual position remain vacant, unattended or substituted by unapproved personal liquidated damages shall be levied @1.5 time the daily proportioned salary cost.

19. Arbitration

All claims and disputes arising out of or relating to this tender shall be referred by the aggrieved party to the Grievance Committee Supreme Court of Pakistan.

20. Training include in Services and Documentation

The Contractor shall arrange and undertake a comprehensive training program mock exercise. The Contractor shall also furnish the user documentation, the operation manuals, and service manuals of the Services and operations maintenance and other information pertaining to the performance of the required items, in hard/ soft copy format, before the Services are taken over by the Supreme Court of Pakistan or handed over to other contractor hired for O&M

21. Checklist

Check the relevant option whether the document is attached.

○ Technical Bid	Yes	No
○ Financial Bid	Yes	No
○ Each Page of the bid is signed and stamped	Yes	No
○ Affidavit on the Stamp Paper is attached	Yes	No
○ Earnest Money (2% of total quoted price)	Yes	No

ANNEXURE-A

TECHNICAL SPECIFICATION

NAEME OF WORK:-	**RE-HABILITATION, RECTIFICATION, TESTING COMMISSIONING AND OPERATIONALIZATION AND ANNUAL O & M OF ENTIRE FIREALARM AND FIRE FIGHTING SYSTEMS AT SUPREME COURT BUILDING ISLAMABAD**

Sub-Head-A **Survey and comprehensive detail along with preparation of as-built drawings**

S.#	**Estimate based on**	**Description**	**Estimated Qty**
	MRS Schedule 2026 Labour Input Rates	detail survey of the entire fire alarm and fire-fighting system and preparation and submission of detail along with submission of as built drawings of existing fire alarm and fire fighting system by deploying the following staff qualified Engineer, Supervisor, and Technicians to carry out a comprehensive survey of the existing system, identify and document all defects, verify installed equipment and cable/ pipes routing, prepare as-built drawings (Auto CAD/PDF), and submit a detailed technical report with BOQ and recommendations for the required repair and restoration works.	
		Engineer 01 No.	
		Supervisor / Autocad opt (1+1) 02 No's	
		Technician 03 No's	
		Helper 02 No's	
		Total	1-Job

Sub-Head-B **Replacement of defective parts i/c fire rated resistance cable, detectors, sounder , control card etc for fully Operationalization of the Entire Fire Alarm System**

S.#	**Estimate based on**	**Description**	**Estimated Qty**
1	MRS Schedule 2026 1st Bi-Annual Chapter # 24, Sr #168	Supply, Installation and commissioning of wiring with specified Fire Resistant Shielded Cable (Fire Rating for 2 hours) of required size from respective DB to Fire Alarm FACP (Fire Alarm Control Panel) in preload conduit/duct. Make Pony / Belden/ Covican (Italy) or equivalent as approved and directed by the Engineer Incharge.	3050-Mtr
2	MRS Schedule 2026 1st Bi-Annual Chapter # 24, Sr #169	Supply, Installation and commissioning with Addressable Break Glass unit, **(ManualCallPoint)** with key type EN-54 having a built-in short-circuit isolator and microprocessor to ensure a response time of max. 1 second, having an indication LED flash after pressing the button to acknowledge the activation and a key operation facility for testing purposes. made of Honeywell/ Bosch/ Eaton (UK) or as approved and directed by the Engineer Incharge.	20-Nos
3	MRS Schedule 2026 1st Bi-Annual Chapter # 24, Sr #170	Supply, installation and commissioning of Addressable Type Indoor Loop Powered **electronic Sounder/Flasher**/BellEN-54 with minimum sound output 100dB at 1 meter with frequencies of variety of sounds as required and shall be loop wired and loop signaled, built in shortcircuit isolator, configured via software. made of Honeywell /Bosch/ Eaton (UK), or equivalent as approved and directed by the Engineer Incharge. (ii) with flasher	15-Nos
4	MRS Schedule 2026 1st Bi-Annual Chapter # 24, Sr #173	Supply , installation and connections of **Addressable Multi Detectors** incorporating an LED indication located in labyrinth with in the housing of the detector. Sensing unit, adjustable via software between 0-90 seconds and have builtin short circuit isolators on both inputs including cost of all other accessories or equivalent as approved and directed by the Engineer Incharge	60-Nos

7	MRS Schedule 2026 1st Bi-Annual Chapter # 24, Sr #174 (iv)	Supply, installation and commissioning of wired / wireless Addressable Micro processor based **Fire Alarm Control Panel (FACP)** capable of PC interface with window conforming to EN- 54, consisting of specified loop circuits having 240 devices perloop, indicating circuits, builtin power supply with backup batteries, alarm and trouble indication, silence alarm and reset system, general alarm and reset system, general alarm facility. Made of Eurotech Fire UK, Notifire USA, Simplex USA. complete in all respect as approved and directed by Engineer Incharge. iv) **FACP 4-Loop**	1-Nos
8	Market Item	Providing and Installation of Loop Card for existing panel	2-Nos

Sub-Head-----C *Annual Operation and maintenance of entire fire alarm system*

S.#	Estimate based on	Description	Estimated Qty
1	**MRS Schedule 2026 Labour Input Rates**	Annual Operation and Maintenance of the Entire Fire alarm system and Fire Fighting System round a clock including all holidays and guzzetted holidays including daily basis report submission, (Fire Alarm and Fire Fighting Systems), cleaning of detectors weekly basis , quarterly rehearsal jointly with Fire fighting staff daily basisby deputing technical staff1. Fire Alarm Technician -----------03 No's & Night Shift) 08-Hours of each) --------02 Nos (2-shfts (Morning & Evening) 8- Hours of each	18-Months

Sub-Head-----D Replacement of defective parts of existing fire fighting system

S.#	Estimate based on	Description	Estimated Qty
1	Market Rate	Replacement of Old defective landing valves 2-1/2" dia complete in all respect as per site requirement and as approved by the Engineer incharge	20-Nos
2	Market Rate	Replacement of Old defective Hose Pipe 2-1/2" dia 30-Mtr Long complete in all respect as per site requirement and as approved by the Engineer incharge	20-Nos
3	Market Rate	Replacement of TP Nozzel 18" long Brass make complete in all respect as per site requirement and as approved by the Engineer incharge	12-Nos
4	Market Rate	Replacement of Defective / Old fire hose cabinet with New MS Powder coated (Red-color) cabinet having size 24"x24" with 2-Legs grouting in concrete , and having locking arrangement complete in all respect as per site requirement and as approved by the Engineer incharge	8-Nos
5	Market Rate	Repairing of existing fire hose reel cabinet with replacement of Lock, Plan Glass in door, Key section glass, etc as per site requirement and as approved by the Engineer incharge	16-Nos
6	Market Rate	Re-painting of Existing Fire hose reel cabinet with numbering etc as required and as approved by the Engineer incharge	36-Nos
7	Market Rate	Lumpsum provision for unforeseen items identified in survey report required in part A	1-Job

Sub-Head-----E Re-filling of Fire Extinguishers and P/F of New Fire Extinguishers Wall mounted, Automatic ceiling mounted & Fire Balls

Sr.#	Estimate based On	Description	Qty
1	MRS Schedule 2026 2nd Bi-Annual Chapter No.23 Sr.54	Providing and fixing of fire extinguishers and fire blanket of following type and capacities complete in all respect as approved and directed by the Engineer Incharge.	
		i) Dry Chemical Powder capacity 6 Kg.	40-Nos
		ii) CO2 Capacity 5 kg.	40-Nos

2	Market Item	Providing and Fixing of Fire Ball as per directions of Engineer Incharge	100-Nos
3	Market Item	Providing and fixing of Automatic ceiling mounted fire extinguisher DCP	95-Nos
4	Market Item	Re-filling of Fire Extinguisher DCP 6KG including Sticker with Date and replacement of defected valve, PIN, guage etc if required.	115-Nos
5	Market Item	Re-filling of Fire Extinguisher Co2 5-Kg including Sticker with Date and replacement of defected valve, PIN, guage etc if required.	115-Nos
6	Market Item	Re-filling of Fire Extinguisher Co2 25-Kg Trolly mounted including Sticker with Date and replacement of defected valve, PIN, guage etc if required.	6-Nos
7	Market Item	Re-filling of Fire Extinguisher Co2 7-Kg including Sticker with Date and replacement of defected valve, PIN, guage etc if required.	5-Nos
8	Market Item	Re-filling of Fire Extinguisher AFFF Trolly mounted including Sticker with Date and replacement of defected valve, PIN, guage etc if required.	4-Nos

ANNEXURE-B

Financial Proposal Submission Form with Price Schedule/ Financial Cost Sheet

[Location, Date]

To CF & AO,
Chairman, Purchase/Procurement Committee,
Supreme Court of Pakistan, Islamabad.

Dear Sir,

We, the undersigned, offer to provide the _(Insert title of assignment)_ in accordance with your invitation for Proposal No._______ dated _(insert date)_ and our Technical Proposal. Our attached Financial Proposal is for the sum of _(insert amount in words and figures)_. This amount is inclusive of all taxes.

Our Financial Proposal shall be binding upon us up to expiration of the validity period of the Proposal, i.e. before the date indicated in _______ of the Proposal Data Sheet.

We also declare that the Government of Pakistan / Punjab has not declared us or any Sub-Contractors for any part of the Contract, ineligible on charges of engaging in corrupt, fraudulent, collusive, or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and are aware of the relevant provisions of the Proposal Document.

We understand you are not bound to accept any Proposal you receive.

Signed
In the capacity of:
Duly authorized to sign the proposal on behalf of the Applicant.
Date:

ANNEXURE-B1

Price Schedule/ Financial Cost Sheet

NAEME OF WORK:-	**RE-HABILITATION, RECTIFICATION, TESTING COMMISSIONING AND OPERATIONALIZATION AND ANNUAL O & M OF ENTIRE FIREALARM AND FIRE FIGHTING SYSTEMS AT SUPREME COURT BUILDING ISLAMABAD**
Sub-Head-A	**Survey and comprehensive detail along with preparation of as-built drawings**

S.#	Estimate based on	Description	Estimated Qty	Rate per Unit Qty	Unit	Amount
	MRS Schedule 2026 Labour Input Rates	detail survey of the entire fire alarm and fire-fighting system and preparation and submission of detail along with submission of as built drawings of existing fire alarm and fire fighting system by deploying the following staff qualified Engineer, Supervisor, and Technicians to carry out a comprehensive survey of the existing system, identify and document all defects, verify installed equipment and cable/ pipes routing, prepare as-built drawings (Auto CAD/PDF), and submit a detailed technical report with BOQ and recommendations for the required repair and restoration works				
		Engineer 01 No.				
		Supervisor / Autocad opt (1+1) 02 No's				
		Technician 03 No's				
		Helper 02 No's				
		Total	1	645,443	P. Job	**1,290,886**
					Sub-Head-"A" Total Rs.	**1,290,886**

Sub-Head-B	**Replacement of defective parts i/c fire rated resistance cable, detectors, sounder , control card etc for fully Operationalization of the Entire Fire Alarm System**

S.#	Estimate based on	Description	Estimated Qty	Rate per Unit Qty	Unit	Amount
1	MRS Schedule 2026 1st Bi-Annual Chapter # 24, Sr #168	Supply, Installation and commissioning of wiring with specified Fire Resistant Shielded Cable (Fire Rating for 2 hours) of required size from respective DB to Fire Alarm FACP (Fire Alarm Control Panel) in preload conduit/duct. Make Pony / Belden/ Covian (Italy) or equivalent as approved and directed by the Engineer Incharge.	3050	264.7	Mtr	807,335
2	MRS Schedule 2026 1st Bi-Annual Chapter # 24, Sr #169	Supply, Installation and commissioning with Addressable Break Glass unit, **(Manual Call Point)** with key type EN-54 having a built-in short circuit isolator and microprocessor to ensure a response time of max. 1 second, having an indication LED flash after pressing the button to acknowledge the activation and a key operation facility for testing purposes. made of Honeywell/ Bosch/ Eaton (UK) or as approved and directed by the Engineer Incharge.	20	18,588.90	No.	371,778
3	MRS Schedule 2026 1st Bi-Annual Chapter # 24, Sr #170	Supply, installation and commissioning of Addressable Type Indoor Loop Powered **electronic Sounder/Flasher**/BellEN-54 with minimum sound output 100dB at 1 meter with frequencies of variety of sounds as required and shall be loop wired and loop signaled, built in short circuit isolator, configured via software. made of Honeywell /Bosch/ Eaton (UK), or equivalent as approved and directed by the Engineer Incharge. (ii) with flasher	15	25,972.50	No.	389,588
4	MRS Schedule 2026 1st Bi-Annual Chapter # 24, Sr #173	Supply , installation and connections of **Addressable Multi Detectors** incorporating an LED indication located in labyrinth with in the housing of the detector. Sensing unit, adjustable via software between 0-90 seconds and have built-in short circuit isolators on both inputs. including cost of all other accessories or equivalent as approved and directed by the Engineer Incharge	60	11,034.55	No.	662,073

7	MRS Schedule 2026 1st Bi-Annual Chapter # 24, Sr #174 (iv)	Supply, installation and commissioning of wired / wireless Addressable Micro processor based **Fire Alarm Control Panel (FACP)** capable of PC interface with window conforming to EN- 54, consisting of specified loop circuits having 240 devices perloop, indicating circuits, builtin power supply with backup batteries, alarm and trouble indication, silence alarm and reset system, general alarm and reset system, general alarm facility. Made of Eurotech Fire UK, Notifire USA, Simplex USA. complete in all respect as approved and directed by Engineer Incharge. iv) **FACP 4-Loop**	1	613,233.45	No.	613,233
		Total on MRS Items Rs.				2,844,007
8	Market Item	Providing and Installation of Loop Card for existing panel	2	350,000.00	No.	700,000
-		Total on Market Item Rs.				700,000
		Sub-Head "B"----------G.Total Rs.				**3,544,007**

Sub-Head-----C *Annual Operation and maintenance of entire fire alarm system*

S.#	Estimate based on	Discription	Estimated Qty	Rate per Unit Qty	Unit	Amount
1	**MRS Schedule 2026 Labour Input Rates**	Annual Operation and Maintenance of the Entire Fire alarm system and Fire Fighting System round a clock including all holidays and guzzetted holidays including daily basis report submission, (Fire Alarm and Fire Fighting Systems), cleaning of detectors weekly basis , quarterly rehearsal jointly with Fire fighting staff daily basis by deputing technical staff 1. Fire Alarm Technician -----------03 No's (3-shifts (morning, Evening & Night Shift) 08-Hours of each) 2. Helper's---------------------------02 Nos (2-shfts (Morning & Evening) 8- Hours of each	18-Months	384,707	P/Months	6,924,726
		Sub-Head "C" Total Rs.				**6,924,726**

Sub-Head-----D **Replacement of defective parts of existing fire fighting system**

S.#	Estimate based on	Description	Estimated Qty	Rate per Unit Qty	Unit	Amount
1	Market Rate	Replacement of Old defective landing valves 2-1/2" dia complete in all respect as per site requirement and as approved by the Engineer incharge	20	70,800	Each	1,416,000
2	Market Rate	Replacement of Old defective Hose Pipe 2-1/2" dia 30-Mtr Long complete in all respect as per site requirement and as approved by the Engineer incharge	20	69,030	Each	1,380,600
3	Market Rate	Replacement of TP Nozzel 18" long Brass make complete in all respect as per site requirement and as approved by the Engineer incharge	12	35,000	Each	420,000
4	Market Rate	Replacement of Defective / Old fire hose cabinet with New MS Powder coated (Red-color) cabinet having size 24"x24" with 2-Legs grouting in Concrete , and having locking arrangement complete in all respect as per site requirement and as approved by the Engineer incharge	8	40,000	Each	320,000
5	Market Rate	Repairing of existing fire hose reel cabinet with replacement of Lock, Plan Glass in door, Key section glass, etc as per site requirement and as approved by the Engineer incharge	16	13,500	Each	216,000
6	Market Rate	Re-painting of Existing Fire hose reel cabinet with numbering etc as required and as approved by the Engineer incharge	36	8,000	Each	288,000
7	Market Rate	Lumpsum provision for unforeseen items identified in survey report required in part A	1	600,000	Job	600,000
		Sub-Head-D Total Rs.				**4,640,600**

Sub-Head-----E	**Re-filling of Fire Extinguishers and P/F of New Fire Extinguishers Wall mounted, Automatic ceiling mounted & Fire Balls**					
Sr.#	**Estimate based On**	**Description**	**Estimated Qty**	**Rate**	**Unit**	**Amount**
1	MRS Schedule 2026 2nd Bi-	Providing and fixing of fire extinguishers and fire blanket of following type and capacities complete in all respect as approved and directed by the Engineer Incharge.				

	Annual Chapter No.23 Sr.54	i) Dry Chemical Powder capacity 6 Kg.	40	13329.6	Each	533,184
		ii) CO2 Capacity 5 kg.	40	33067.2	Each	1,322,688
					Schedule Items Total Rs.	**1,855,872**
2	Market Item	Providing and Fixing of Fire Ball as per directions of Engineer Incharge	100	8778	Each	877,800.00
3	Market Item	Providing and fixing of Automatic ceiling mounted fire extinguisher DCP	95	12941	Each	1,229,395.00
4	Market Item	Re-filling of Fire Extinguisher DCP 6KG including Sticker with Date and replacement of defected valve, PIN, guage etc if required.	115	1885	Each	216,775.00
5	Market Item	Re-filling of Fire Extinguisher Co2 5-Kg including Sticker with Date and replacement of defected valve, PIN, guage etc if required.	115	2095	Each	240,925.00
6	Market Item	Re-filling of Fire Extinguisher Co2 25-Kg Trolly mounted including Sticker with Date and replacement of defected valve, PIN, guage etc if required.	6	10000	Each	60,000.00
7	Market Item	Re-filling of Fire Extinguisher Co2 7-Kg including Sticker with Date and replacement of defected valve, PIN, guage etc if required.	5	2800	Each	14,000.00
8	Market Item	Re-filling of Fire Extinguisher AFFF Trolly mounted including Sticker with Date and replacement of defected valve, PIN, guage etc if required.	4	15000	Each	60,000.00
					Market Items Total Rs.	**2,698,895.00**
					Sub-Head "E" -----------Total Rs.	**4,554,767.00**
					G.Total Sub-Heads A+B+C+D+E Rs.	**20,954,985.**

Bidders are requested to quote their bids on percentage basis with inclusive of all taxes

Total Cost (in words) Rs. ________

Date ___________

Signature of authorized person

Name:

(Company Seal)

____

In the capacity of

Duly authority by

Note: No cutting or overwriting is allowed. Any cutting or overwriting will lead to rejection of the financial bid.

ANNEXURE-C

UNDERTAKING

It is certified that the information furnished here in and as per the document submitted is true and correct and nothing has been concealed or tampered with. We have gone through all the conditions of tender and are liable to any punitive action for furnishing false information / documents.

Dated this _____ day of ____________________ 20__

Signature

(Company Seal)

____

In the capacity of

Duly authorized to sign bids for and on behalf of:

ANNEXURE-E

PERFORMANCE SECURITY

Issuing Authority:
Date of Issuance:
Date of Expiry:
Claim Lodgment Date: (Must be one month later than the expiry date)

WHEREAS [Name and Address of the Contractor] (hereinafter called "the Contractor") has agreed to "**Re-Habilitation, Rectification, Testing Commissioning and Operationalization and Annual O & M Of Entire Fire alarm and firefighting Systems at Supreme Court Building Islamabad**" against Tender Name. ______, Tender No._______ (hereinafter called "the Contract") for the Contract Value of PKR (in figures ____________________) (in words ___________________________________).

AND WHEREAS it has been stipulated in the Tender Document that the successful Contractor shall furnish Performance Security, with invoice / bill, in the form of a Bank Guarantee, issued by a scheduled bank operating in Pakistan, as per this format, for a sum equivalent to Rs.____________________(10% of the contract value) valid from the date of issue until all obligations have been fulfilled in accordance with the Contract;

AND WHEREAS [Name of the Bank] having registered office at [Address of the Bank] (hereinafter called "the Guarantor") has agreed to give the Contractor a Guarantee;

THEREFORE the Guarantor hereby affirms to bind himself, his successors and his assigns to the Purchaser, for the sum of PKR (in figures ____________________) (in words ___________________________________) and undertakes to pay to the Purchaser, upon receipt of his written demand(s), any sum(s) as specified by him, not exceeding the above limit in aggregate, without cavil / argument and without the Purchaser having to substantiate / prove or to show grounds / reasons for such claim(s), on the occurrence of any / all of the following conditions:

1. If the Contractor commits a default under the Contract;
2. If the Contractor fails to fulfill any of the obligations under the Contract;
3. If the Contractor violates any of the provisions of the Contract.

Provided that the Purchaser shall specify the occurred condition(s) owing to which the said sum is due to him.

Provided further that any demand(s) / claim(s) from the Purchaser shall reach the Guarantor within thirty working days after the expiry of the Guarantee.

This guarantee shall remain valid up to __________________ or until expiry of warranties / support period or all obligations have been fulfilled in accordance with the Contract, **whichever is later**.

Date this ________________day of 20__.

GUARANTOR

Signature __________________
CNIC # __________________
Name __________________
Designation __________________
Address __________________

ANNEXURE-E

Agreement

This CONTRACT AGREEMENT (this "Contract") made as of the _____**[day]** of _________**[month]**, ________**[year]**, between **Supreme Court of Pakistan** (the "Purchaser"), on the one part, and ____**[full legal name of Contractor],** on the other part severally liable to the Purchaser for all of the Contractor's obligations under this Contract and is deemed to be included in any reference to the term "the Contractor."

RECITALS

WHEREAS,

(a) The Purchaser has requested the Contractor to "**Re-Habitation, Rectification, Testing Commissioning and Operationalization and Annual O & M Of Entire Fire alarm and Firefighting Systems at Supreme Court Building Islamabad"** as described in Tender Document; and

(b) The Contractor, having represented to the Purchaser that it has the required professional skills, and personnel and technical resources, has agreed to provide such services on the terms and conditions set forth in this Contract.

NOW THEREFORE, the Parties to this Contract agree as follows:

1. The Contractor hereby covenants with the Purchaser to Framework for "**Re-Habilitation, Rectification, Testing Commissioning and Operationalization and Annual O & M Of Entire Fire alarm and Firefighting Systems at Supreme Court Building Islamabad"** therein, at the time and in the manner, in conformity in all respects with the provisions of the Contract, in consideration of the payments to be made by the Purchaser to the Contractor.

2. The Purchaser hereby covenants with the Contractor to pay the Contractor, the Contract Price or such other sum as may become payable, at the times and in the manner, in conformity in all respects with the provisions of the Contract, in consideration of "**Re-Habilitation, Rectification, Testing Commissioning and Operationalization and Annual O & M Of Entire Fire alarm and Firefighting Systems at Supreme Court Building Islamabad"** The following shall be deemed to form and be read and construct as part of this Contract:

   a. The Tender Document
   b. Bidder's Proposal
   c. Terms and Conditions of the Contract
   d. Price Schedule
   e. Affidavit
   f. Authorized Dealership / Agency Certificate
   g. Performance Security

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

IN WITNESS whereof the Parties hereto have caused this Contract to be executed in accordance with the laws of **Pakistan** as of the day, month and year first indicated above.

For **[Supreme Court of Pakistan]** For **[ ]**

WITNESSES:

Name ______________________	Name ______________________
Signature __________________	Signature ___________________
CNIC # __________________	CNIC # ______________________

General Terms & Conditions of Contract

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 **Authorized 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, Staff, 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**

The Contractor shall furnish to the Employer within fourteen (14) days after receipt of Letter of Acceptance a Performance Security at the option of the bidder, in the form of Bank Guarantee for the amount and validity specified in Contract Data.

5. DESIGN BY CONTRACTOR

5.1 **Contractor's Design**

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

5.2 **Responsibility for Design**

The Contractor shall remain responsible for his bided design and the design under this Clause, both of which shall be fit for the intended purposes defined in the Contract and he shall also remain responsible for any infringement of any patent or copyright in respect of the same. The Engineer/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) ionising 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 as per time period mentioned in Annex-B1, 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 01-year** 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**

Payment in this contract will be made as per work done IPC amount on receipt of bill/invoice from the contractor.

(b) **Valuation of the Works**

The Works shall be valued as provided for in the Contract Data,

11.2 **Monthly Statements**

Payment in this contract will be made as per work done IPC amount on receipt of bill/invoice from the contractor.

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**

NOT APPLICABLE

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

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 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.

(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/Contractor, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

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

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

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

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

TERMS OF REFERENCE

SCOPE OF WORK (Item No.1)

Calculation of existing arrangement.

i. Reviewing existing building codes, standards, and related regulatory frameworks.
ii. Benchmarking against international best practices (e.g. ISO, NFPA, IBC Codes)
iii. Identifying gaps, inconsistencies and areas needing update or integration.

Evaluation of Earthing system and design of lighting arresters

iv. Inspect existing earthing system
v. Evaluate the effectiveness of the current earthing system.
vi. Check resistance values, bonding and grounding.
vii. Design lightning arrestors.
viii. Based on the facility's Risk assessment and industry standard, design appropriate lightning protection systems.
ix. Ensure compliance with relevant codes and standards
x. Provide recommendations for any required upgrades or changes to the earthing system and lightning arresters.

Evaluation of Fire Protection and Life Safety System
Conduct a comprehensive assessment of existing fire protection and life safety systems.

i. To identify non-complaint areas based on NFPA, CDA, EDMA and national fire safety regulations.
ii. To develop engineering solutions, detailed drawings, and specifications for corrective and upgrade works.
iii. To support Supreme Court of Pakistan in achieving authority approvals and ensuring the building's operational fire safety compliance.
iv. To provide retro-commissioning recommendations for all life safety systems.

Applicable Codes & Standards

The Consultant/Contractor shall ensure compliance with all codes referenced below, including but not limited to:

i. Local Regulations
ii. CDA building Standards for fire prevention & Life Safety 2010
iii. Building Code of Pakistan – Fire Safety Provisions 2016
iv. Islamabad Fire Prevention & Life Safety Regulations 2010
v. EDMA / CDA approval requirements
vi. Pakistan Engineering Council (PEC) regulations
vii. NFPA Codes

Fire Safety Assessment

i. The Consultant/Contractor shall Conduct a detailed survey of all blocks, floors, technical rooms, service shafts, and essential equipment areas.

ii. Review existing Fire Alarm, fire Suppression, Emergency Lighting, Exit Routes, Smoke Control, and Electrical Safety Systems. Examine passive fire protection (fire doors, partitions, shaft sealing, dampers, fire-rated enclosures).
iii. Perform gap analysis of emergency7 preparedness, evacuation plans, and staff fire safety practices.

Engineering Design & Technical Documentation

The Consultant/Contractor/Contractor shall prepare:

i. Updated and NFPOA-compliant Fire Alarm System drawings (addressable type).
ii. Automatic sprinkler System layout as per NFPA 13.
iii. Standpipe &Wet Riser system drawings as per NFPA 14.
iv. Smoke Control & Stair Pressurization system as per NFPA 80 and 90A.
v. HVAC fire separation and automatic dampers as per NFPA 90A.
vi. Fire Pump and Hydrant System redesign as per NFPA 20 and 25.
vii. Clean agent systems for sever, electrical, and record rooms as per NFPA 2001.
viii. Updated Life Safety Plans including escape routes, assembly points, and fire command center layout.
ix. All drawings must be prepared for submission to CDA'S E&DM Directorate.

Compliance Report & Corrective Action Plan

The Consultant/Contractor/Contractor Shall submit:

i. A detailed Fire & Life Safety Audit Report.
ii. A NFPA Compliance Matrix.
iii. A prioritized Corrective Action Plan (CAP) with budgetary estimates.
iv. Recommendations for retro-commissioning all fire protection and life safety systems.

Authority Submission & Approval Support

The Consultant/Contractor/Contractor shall:

i. Prepare all technical documentation required by CDA, EDMA, and other authorities.
ii. Assist Supreme Court of Pakistan throughout the approval process until formal acceptance.
iii. Incorporate comments and provide revised drawing when required.

Construction Supervision & Verification

During implementation, the Consultant/Contractor/Contractor/Contractor shall:

i. Conduct site inspections to ensure work execution as per approved drawings and standards.
ii. Verify fire pump performance tests, sprinkler testing alarm commissioning, riser pressure tests, and door integrity tests.
iii. Supervision all system commissioning activities.
iv. Provision of final compliance verification report.

Training & Emergency preparedness

i. The Consultant/Contractor/Contractor shall:
ii. Prepare Fire Emergency Response Plan (ERP)
iii. Conduct staff training on evacuation, extinguisher use, emergency lighting, and alarm systems.
iv. Guide Supreme Court of Pakistan in conducting mock drills.
v. Develop SOPs for facility management and security teams.

Reports & Deliverables

i. Fire Safety Gap Analysis Report
ii. Fire & Life Safety Assessment Report
iii. NFPA Compliance Matrix
iv. Corrective Action Plan (CAP)
v. All revised and NFPA-compliant MEP/FLS drawings
vi. CDA / EDMA submission package
vii. Commissioning & Test Reports
viii. Final Compliance Certificate
ix. Preparation of Detailed design, drawings, BoQs, technical specifications and Tender documents for hiring of Contractor for as per PEC & CDA guidelines.
x. Estimates shall be prepared as per MES Schedule rates 2021 where Possible.
xi. Supervision of works and verification of contractor's invoice and provision of completion certificate

1. Final payment will be made after successful completion of services an on recommendations of eputy Director PIDP Cell.
2. All amounts paid to the Consultant/Contractor/Contractor as per above clauses are inclusive of all taxes. levies, duties, and any other deduction related thereto etc. and are acknowledged by the Client to be adequate and sufficient consideration for the rendition of Services by the Consultant/Contractor.
3. All Payments to be made by the Client to the Consultant/Contractor/Contractor shall be subject to such deductions and withholding as are required by prevailing laws which shall be to the account of the Consultant/Contractor.
4. The Consultant/Contractor/Contractor shall be solely responsible for all payments, liabilities and all other obligations of whatsoever nature pertaining to its staff/workers who shall be deputed for the Services at the Client's location.
5. The Consultant/Contractor/Contractor and its staff/employees shall strictly comply with all safety rules and other regulations specified by the Client while on the Client's premises. In addition, the Consultant/Contractor/Contractor shall be independently responsible for ensuring adherence to standard health and safety practices in the performance of its duties. Any loss or damage suffered by the Client due to the failure of the Consultant/Contractor /contractor or its staff/employees to comply with these obligations shall be the sole liability of the Consultant/Contractor/Contractor. Such non-compliance may also result in termination of this Agreement by the client at its sole discretion.
6. Consultant/Contractor/Contractor will submit the performance security in the shape of Bank Guarantee from scheduled bank of Pakistan in favor of Pakistan telecommunication Authority equal to 5% of the contract price to singing of contract agreement. The same will be released after successful completion of wok by the hired contractor and issuance of completion certificate by the Deputy Director PIDP Cell.

Confidentiality

The Consultant/Contractor, its/his staff, workers, employees, personnel, agents or any other person acting for him and/or on his behalf shall hold in confidence and complete confidentiality and all documents and other information supplied to the Consultant/Contractor and his Employees personnel, agents etc. by or behalf of the client or which otherwise came/come into its/his/their knowledge and relates to the client or any of its project.

Certification:

The Consultant/Contractor shall provide a certificate on completion of work that all services have been provided as per civil engineering practices, building codes, PEC/PCATP guidelines.

Indemnification:

The Consultant/Contractor shall indemnify and hold harmless the client, its Offices, Employees and other Personnel against any and all claims, damages, liabilities losses, and expense, whether direct or indirect, or personal injury or death to persons or damage to property arising out of (i) any negligence or intentional act or omission by the Consultant/Contractor or his employees, personal, agents, etc, in connection with the Agreement, or (ii) arising out of or in connection with the performance of his obligations under this Agreement.

SPECIAL TERMS & CONDITION

1. Contractor will be bound to submit security clearance of deputed / nominated technical staff/ workers for the works.

2. Contractor will be bound to provide his staff / workers detail.

3. Payment in this contract will be upon successful completion of deliverable i.e. Assessment report & BOQ, operationalization of system and monthly operation & maintenance on receipt of bill/invoice from the contractor.

4. Contactor will claim his payments after completion of job duly signed by in charge and acknowledgment certificate from the Deputy Director PIDP Cell

5. In-case of any delay in works, the authority keeps rights to fine the contractor after strong evidence and approval from the competent authority according to nature of negligence.

6. In-case any defect found within one year in the supply and maintenance of equipment, the contractor will be bound to replace the defected parts without any cost

7. No additional cost will be paid to contractor in case of any damages occurs during the work.

8. During the execution the contractor personally shall be available for smooth execution of work.

PURCHASE /PROCUREMENT COMMITTEE

DD PIDP
Member

AR/ Procurement Officer
Member

Representative of DG (E/M) CDA
Member

A.O(B)
Member

DDO
Member

CF & AO
Chairman

Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as specified in Eligibility and Qualification Criteria.

No.	**Source of financing**	**Amount (Eq. PKR)**
1		
2		
3		

Past Experience / Contracts

Contracts over *[insert amount]* during the last three years:				
Procuring Agency	Value	Year	Goods/Services Supplied	Country of Destination

Historical Contract Non-Performance, and Pending Litigation and Litigation History

[The following table shall be filled in for the Applicant and for each member of a Joint Venture]

Applicant's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member Name: *[insert full name]*
IFP No. and title: *[insert IFP number and title]*
Page *[insert page number]* of *[insert total number]* pages

☐ Not debarred due to deviation from commitment of Bid Securing Declaration-☐ Not debarred due to non-performance			
Year	**Non-performed portion of contract**	**Contract Identification**	**Total Contract Amount (current value, currency, exchange rate and PKR equivalent)**
[insert year]	*[insert amount and percentage]*	Contract Identification: *[indicate complete contract name/ number, and any other identification]* Name of Procuring Agency: *[insert full name]* Address of Procuring Agency: *[insert street/city/country]* Reason(s) for nonperformance: *[indicate main reason(s)]*	*[insert amount]*
Pending Litigation, in accordance with Section III, Qualification Criteria and Requirements			
☐ Pending litigation in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.3 as indicated below.			

Year of dispute	**Amount in dispute (currency)**	**Contract Identification**	**Total Contract Amount (currency), ~~US$~~ PKR Equivalent (exchange rate)**

<table>
<tr><td>[insert year]</td><td>[insert amount]</td><td>Contract Identification: [indicate complete contract name, number, and any other identification]
Name of Procuring Agency: [insert full name]
Address of Procuring Agency: [insert street/city/country]
Matter in dispute: [indicate main issues in dispute]
Party who initiated the dispute: [indicate "Procuring Agency" or "Supplier"]
Status of dispute: [Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]</td><td>[insert amount]</td></tr>
<tr><td colspan="4">☐ No consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4.
☐ Consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4 as indicated below.</td></tr>
<tr><th>Year of award</th><th>Outcome as percentage of Net Worth</th><th>Contract Identification</th><th>Total Contract Amount (currency), PKR Equivalent (exchange rate)</th></tr>
<tr><td>[insert year]</td><td>[insert percentage]</td><td>Contract Identification: [indicate complete contract name, number, and any other identification]
Name of Procuring Agency: [insert full name]
Address of Procuring Agency: [insert street/city/country]
Matter in dispute: [indicate main issues in dispute]
Party who initiated the dispute: [indicate "Procuring Agency" or "Supplier"]
Court/ arbitral award decision: [Indicate if the award decision was against the Applicant or any member of a joint venture.]y]</td><td>[insert amount]</td></tr>
</table>

Current Contract Commitments / Works in Progress

Bidders and each member to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

Current Contract Commitments					
No.	Name of Contract	Employer's Contact Address, Tel, Fax	Value of Outstanding Work [Current Eq. PKR]	Estimated Completion Date	Average Monthly Invoicing Over Last Six Months [Eq. PKR/month)]
1					
2					
3					
4					
5					

Financial Situation and Performance

[The following table shall be filled in for the Applicant and for each member of a Joint Venture]

Applicant's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member Name: *[insert full name]*
IFP No. and title: *[insert IFP number and title]*
Page *[insert page number]* of *[insert total number]* pages

1. Financial data

Type of Financial information in (currency)	**Historic information for previous _*[insert number] years, [insert in words]* (amount in currency, currency, exchange rate*, PKR equivalent)**				
	Year 1	Year 2	Year 3		
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					

* Refer ITA 14 for the exchange rate

3. Financial documents

The Applicant and in case of JV, members of JV shall provide copies of financial statements for *[number]* years pursuant Section III, Qualifications Criteria and Requirements. The financial statements shall:

(a) reflect the financial situation of the Applicant or in case of JV member, and not an affiliated entity (such as parent company or group member).

(b) be independently audited or certified in accordance with local legislation.

(c) be complete, including all notes to the financial statements.

(d) correspond to accounting periods already completed and audited.

☐ Attached are copies of financial statements[1] for the *[number]* years required above; and complying with the requirements.

[1] If the most recent set of financial statements is for a period earlier than 12 months from the date of Application, the reason for this should be justified.

Average Annual Turnover (Annual Sales Value)

[The following table shall be filled in for the Applicant and for each member of a Joint Venture]

Applicant's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member Name: *[insert full name]*
IFP No. and title: *[insert IFP number and title]*
Page *[insert page number]* of *[insert total number]* pages

Annual Turnover Data			
Year	**Amount Currency**	**Exchange rate* (If applicable)**	**PKR equivalent**
[indicate calendar year]	*[insert amount and indicate currency]*		
		Average Annual Turnover **	

* Refer ITA for date and source of exchange rate.

** Total PKR equivalent for all years divided by the total number of years. See Section III, Qualification Criteria and Requirements, ITA.