

**INSPECTORATE GENERAL OF PRISONS
KHYBER PAKHTUNKHWA, PESHAWAR**



BID SOLICITATION DOCUMENTS

For

**CONSTRUCTION OF SHADE FOR MARBLE HANDICRAFT CENTER AT
CENTRAL PRISON MARDAN UNDER THE PROJECT “FEASIBILITY
STUDY FOR PRISON INDUSTRIES AND SKILLS DEVELOPMENT OF
PRISONERS”**

Procurement Ref: No.	:	INSPECTORATE GENERAL PRISONS KHYBER PAKHTUNKHWA/2021-22
Last Date/Time for Submission	:	17.10.2022, 11:00 AM
Date of Opening	:	17.10.2022, 12:00 PM
Venue	:	Conference Room, Inspectorate General of Prisons Khyber Pakhtunkhwa, Peshawar.

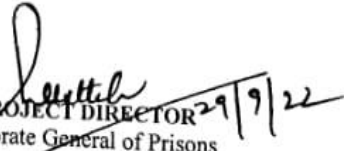
INVITATION TO BIDS

Sealed Tenders are invited for the following works to be carried out at Marble Handicraft Center at Central Prison Mardan under the Project "Feasibility Study for Prison Industries and Skill Development of Prisoners" from well reputed Firms on "Single Stage- One Envelope Bidding Procedure":

S#	Name of Work	Details of Work
1.	Construction of Shed	1. Size of Shed with details Size = 25x45 25x45x410 = 461250 26 gauge iron panel sheets 16 gauge iron pillars 18 gauge iron pipes 2. Construction of Brick Wall Wall Length = 104ft Wall Height = 12ft Wall thickness = 9 inch 3. Dumping/ Filling of Industrial Area with Cemented/Concrete Flooring Area Size = 52x52 ft Height = 2 ft

Terms & Conditions:

1. The sealed bids (Financial) should reach the office of the undersigned on **17.10.2022** up to **11:00 AM** which will be opened on the same date at **12:00 PM** in the presence of the representatives of the firms, who choose to be present. Bids will be evaluated under single Stage, one Envelopes Procedure of KPPRA Rules 2014.
2. Each bidder is required to submit bid security at the rate of 2% of the total bid in the shape of CDR in the name of Additional Inspector General, Inspectorate General of Prisons Khyber Pakhtunkhwa. The bid security shall be kept in financial proposal. Otherwise, the Financial proposal will be considered non-responsive and will be returned to the bidder after being examined by the Procurement Committee.
3. The Items/Works must have Minimum Specifications/quality acceptable to the Procurement Committee however, the higher specifications/quality may be accepted if within the financial limit.
4. The complete details of works and the detailed bids solicitation documents can be downloaded from <http://prisons.kp.gov.pk/> and <http://www.kppra.gov.pk/> and can also be obtained free of cost from the office of the Additional Inspector General, Inspectorate General of Prisons Khyber Pakhtunkhwa, Peshawar, on any working day during office hours, on or before closing date & time.
5. The firm/ vendor should be registered with Pakistan Engineering Council and have Tax(s) registration and valid documents of sales tax, income tax, NTN and professional tax must be attached with bidding documents.
6. All bidders must submit the relevant details of bid/proposals duly labelled by a permanent marker with the name of bidder
7. Incomplete tender shall not be entertained.
8. The firm/ vendor on the panel will be bound to complete the work as per schedule in the Tender document.
9. While submitting rates, the firm should include GST and all other applicable taxes in the offered rates.
10. The Competent Authority reserves the right to reject any or all the bids as per KPPRA rules with cogent reason
11. Any other condition included in KPPRA rules 2014, besides the above shall also be applied on the bidders


AIG/ PROJECT DIRECTOR 29/9/22
Inspectorate General of Prisons
Khyber Pakhtunkhwa, Peshawar
Phone# 091-9210334

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1: GENERAL CONDITIONS FOR BIDDING

1.1: Clarification of Bidding Documents

A prospective bidder requiring any clarification(s) in respect of the Bidding Document/s may contact the Planning & Monitoring Officer, Inspectorate General of Prisons Khyber Pakhtunkhwa, Peshawar by contact# **0349-7290856** email (prisonsig@gmail.com), fax (9213445) or registered post at the address given below:

Planning & Monitoring Officer,
Inspectorate General of Prisons Khyber Pakhtunkhwa.

1.2: Amendment of Bidding Documents

(a) At any time prior to the deadline for submission of bids, the Chairman Procurement Committee / Additional Inspector General of Prisons Khyber Pakhtunkhwa, Peshawar may, for any reason modify the Bidding Document by issuing an addendum / corrigendum.

(b) Any addendum / corrigendum thus issued shall be the part of the Bidding Document and shall be made available online on the official websites of KPPRA.

(c) The Chairman Procurement Committee / competent authority Inspectorate General of Prisons Khyber Pakhtunkhwa, Peshawar may at its discretion extend the deadline for the submission of bids and addendum/corrigendum to this effect shall be issued in the newspaper as well as official websites of the Inspectorate General of Prisons Khyber Pakhtunkhwa and KPPRA at least five days prior to the bid opening date.

1.3: Eligible Bidders

Eligibility of Bidders shall be evaluated as per the Mandatory requirement mentioned in the financial Evaluation Criteria.

1.4: Documents Comprising the Bid

The bid shall comprise of the following documents:

(a) The Tender shall be filed in / accompanied by the prescribed Forms, Schedules, Charts, Drawing, Documents, Brochures, Literature, etc. which shall be typed, completely filled in, stamped and signed by the Tenderer or his Authorized Representative. In case of copies, signed and stamped photocopies may be submitted. If volume of the bid contains various set(s) of documents the same must be properly numbered and tagged in binding shape.

(b) The Financial Proposal shall comprise the following:

1. Financial Proposal Form

2. Price Schedule
3. Bid Security (Earnest Money), as per provisions of the clause Bid Security of this Document

(c) Any other document mentioned in the evaluation criteria.

1.5: Sufficiency of bid

Each bidder shall satisfy himself before Bidding as to the correctness of his bid and of the prices entered for the proper execution of the bid.

1.6: Cost of Bidding:

The Bidder shall bear all costs associated with the preparation and submission of its bid and the Inspectorate General of Prisons Khyber Pakhtunkhwa, will in no case be responsible or liable for those cost, regardless of the conduct or outcome of the bidding process.

1.7: Earnest money / Bid Security

a) Each Bidder shall furnish the required Earnest Money / Bid Security as part of the financial bid envelop in the form of call deposit Receipt, in favor of the AIG/Project Director, Inspectorate General of Prisons Khyber Pakhtunkhwa, Peshawar. The Earnest Money / Bid Security shall be valid for a period as specified in the Bidding Data Sheet.

b) Any bid not accompanied by Earnest Money / Bid Security shall be rejected by the Procurement Committee treating it as non-responsive.

c) The Tenderer shall furnish the tender security for a sum of 2% of the bid cost.

d) The Earnest Money / Bid Security Of an unsuccessful Bidder will be returned to him after the award of the contract to any successful bidder.

e) The Earnest Money/Bid security of the successful Bidder(s) may be forfeited, if he withdraws his bid during the period of bid validity or does not accept the correction of his bid Price in pursuance of section 3 (3.15).

f) Who repudiates the contract or fails to furnish performance security in accordance with section 6.3.

1.8: The Materials

(a) The Materials delivered should be of standard quality.

(b) The materials should be arranged through legal channels and all duties/taxes (if any) levied by the Government should be paid by the Bidder.

(c) If the concerned officers of the procurement Committee reject any material/work during its inspection due to any justifiable reason, then the successful Bidder will be bound to replace it or re-construct it.

1.9: Dispute Resolution

The **Procuring Entity** and the firm/contractor Shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

If, after thirty (30) days from the commencement of such informal negotiations, the **Procuring Entity** and the firm/contractor have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms of a dispute between the **Procuring Entity** and the firm/contractor, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the **Procuring Entity's** country. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed manner and/or arbitration.

1.10: Rejection of Bids

Bid may be rejected if:

- a) Eligibility criteria are not met as per section 1.3 or are rejected as per evaluation criteria.
- b) Bid is submitted without the required Earnest Money/Bid Security.
- c) Bid is received after the specified date and time as per the Bidding Data Form.
- d) Specifications and other requirements are not properly adhered to.
- e) If the bidder has no Sales Tax Registration, NTN and vendor Number.
- f) Any other major discrepancy found in the proposal.

2:

SUBMISSION OF BID

(Instructions to Bidders)

- 2.1 The Bidder is expected to follow all instructions in the bidding document.
- 2.2 Failure to furnish all information required in the bidding document or to submit a bid not substantially responsive to the bidding document will be at Bidder's risk and may result in the rejection of bid
- 2.3 Bids will be evaluated for the whole work and not item-wise.
- 2.4 The bid shall remain valid for the period stipulated in the Bidding Data Sheet.
- 2.5 The bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign. This shall be indicated by submitting a written Power of Attorney authorizing the signatory of the Bidder to act for and on behalf of the Bidder.
- 2.6 Business Stamp shall be affixed on every page of the bid or shall be initialed by the person submitting the bid
- 2.7 A bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.
- 2.8 The bid shall be delivered in person or sent by registered mail at the address given in the bidding Data Sheet not later than the time and date stipulated therein.
- 2.9 The bid should be addressed to the AIG/Project Director, Inspectorate General of Prisons Khyber Pakhtunkhwa Peshawar. The name and address of the Bidder should also be available on the inner and outer envelopes to enable the bid to be returned unopened in case it is declared "Late"
- 2.10 A bid submitted through fax or e-mail shall not be considered.
- 2.11 Any bid received after the deadline will be returned unopened to the bidder.
- 2.12 The Bidder may modify or withdraw his bid after the bid's submission, provide that written notice of the modification, including substitution or withdrawal of the bid, is received by the office of the AIG/Project Director, Inspectorate General of Prisons Khyber Pakhtunkhwa Peshawar, prior to the deadline prescribed for submission of bids.
- 2.13 No bid shall be modified after the deadline for submission of bids.
- 2.14 No bid shall be withdrawn in the interval between the dead line for submission of bids and the expiry of the period of bid validity. Withdrawal of a bid during this interval shall result in the forfeiture of the bid security.

2.15 The prices shall be fixed and must be inclusive of all relevant taxes. If a tax is not mentioned, then the offered price will be considered as inclusive of all prevailing/applicable taxes.

2.16 If these instructions to Bidders are not fully complied by the bidder, the bid shall be rejected.

2.17 Bids will be opened in the presence of bidders / firm/contractor or their Representative **who choose to be present** in the office of Chairman Procurement Committee/Conference Room of Inspectorate General of Prisons Khyber Pakhtunkhwa, Peshawar on closing date & time as mentioned in the Tender Notice and Bid Data Sheet.

2.18 The Chairman Procurement Committee / Additional Inspector General of Prisons Khyber Pakhtunkhwa, Peshawar may at its discretion extend the deadline for the submission of bids and addendum/corrigendum to this effect shall be uploaded on the official websites of the Inspectorate General of Prisons Khyber Pakhtunkhwa and KPPRA at least five days prior to the bid opening date.

2.19 All applicable taxes shall be deducted as per Pakistani Laws of the Land.

2.20 All items shall be supplied as per supply order/contract.

2.21 The successful bidders will execute an agreement with the Chairman Procurement Committee / Additional Inspector General of Prisons Khyber Pakhtunkhwa on a stamp paper duly attested by Oath Commissioners / Notary Public to the effect that the Firm will supply the required items with in the stipulated time without cost escalation.

2.22 The Chairman Procurement Committee / Additional Inspector General of Prisons Khyber Pakhtunkhwa has the right to cancel the contract partially or entirely, during the current Financial year, if the work is found substandard, and as a consequence the performance guarantee will be forfeited and such firm will be declared black listed.

2.23 Submission of any false statement or concealment of material facts shall render the bidder disqualified.

2.24 KPPRA rules and regulations will be followed during all the process of tender/bid.

2.25 The office of the Chairman Procurement Committee/ Additional Inspector General of Prisons Khyber Pakhtunkhwa reserves the right to accept or reject any or all the bids/proposals with proper reason(s) as per KPPRA rules and bidder/ firm/contractor will not claim for any compensation of any nature whatsoever.

2.26 The sealed bid/proposal complete in all respect should reach the Office of the AIG/Project Director, Inspectorate General of Prisons Khyber Pakhtunkhwa Peshawar on or before the Date & Time mentioned in the Tender Notice and Bid Data Sheet. The bid will be opened on the same day at time

mentioned in the Tender Documents and Bid Data Sheet in the presence of bidders or their authorized representatives.

2.27 The Successful Firm/Bidder will provide a certificate of quality for the work carried out by him/them for a specific period as per supply order.

2.28 Payments will be made to the contractor/bidder on completion of work within the stipulated period, amicably agreed upon by the parties, in the contract agreement, after submission of physical verification / inspection report by the procurement committee and approved by the Additional Inspector General of Prisons Khyber Pakhtunkhwa.

2.29 All the bidders should tag the bidding documents as per criteria defined in the Tender document.

2.30 Pre-bid meeting/conference may be held as per rule 37(10) of KPPRA Rules 2014 (if required)/desired by the Procurement Committee/ Additional Inspector General of Prisons Khyber Pakhtunkhwa.

3. BID OPENING, CLARIFICATION AND EVALUATION/BIDDING PROCEDURE

3.1 The bids will be opened in the presence of the Bidders or their representatives who chose to attend at time, date and location stipulated in the bidding Data sheet and Tender Notice.

3.2 Bidders or representatives of the Bidders who chose to attend shall sign the attendance sheet.

3.3 The Bidder's name, bid prices, the presence or absence of the BID Security, and such other details as the Chairman of the Procurement Committee at its discretion may consider appropriate, will be announced at the time of bid opening.

3.4 A substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Document.

3.5 A bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the Bidder by correction of the non-conformity for present procurement.

3.6 The Procurement Committee of Inspectorate General of Prisons Khyber Pakhtunkhwa will evaluate and compare the bids which have been determined to be substantially responsive.

3.7 The Chairman of the Procurement Committee shall announce the result of the bid evaluation at least ten (10) days prior to the award of contract.

3.8 The Chairman Procurement Committee may waive off any minor informality or nonconformity in a bid which does not constitute a material deviation, provide such a waiver does not prejudice or affect the relative ranking of any Bidder.

3.9 The Procurement Committee will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

3.10 In exceptional circumstances, the Chairman Procurement Committee may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder accepting the request to extend the validity of bid will not be required nor permitted to modify the bid and in such case his bid security shall not be forfeited.

3.11 Proposal will be opened on the tender opening date as specified in the Bidding Data Sheet.

3.12 Bids will be opened at the time and date as mentioned in the Bidding Data Sheet and Tender Notice.

3.13 To assist in the examination, evaluation and comparison of bids, the Chairman Procurement may, at its discretion, ask the Bidder for a clarification of its bid (in case of any ambiguity / error). The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

3.14 The bids will be evaluated as per details of works proposed to be carried out. The bids which do not conform to the prescribed quality and terms & conditions of tender, will not be accepted. Works must be of good quality.

3.15 If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the words and figures, the amount in word shall be prevailed and the amount in figures shall be corrected.

3.16 In case of the same rate being offered by two or more Bidders, the final decision shall stand with the Procurement Committee.

3.17 The cost of bid should be inclusive of all costs paid by the firm/contractor for bidding purpose.

3.18 The bidder should quote one price for proposed work conditional prices may lead to the rejection of the bid.

3.19 The price quoted shall be Delivered Duty Paid (inclusive of all applicable taxes & transportation charges, if any) price only

3.20 The bidders cannot bid for partial quantities of work.

3.21 Any bid found as conditional or in any manner whatsoever ambiguous will be treated as non-responsive and will be rejected.

1.22 The Bidding Procedure

The bidding procedure is Governed by Single Stage One Envelop Procedure of KPPRA Rules, 2014. Bidders are advised also to refer to the Bid Data Sheet (BDS) to confirm the Bidding procedure applicable in the present bidding process.

The bidding procedure prescribed in the Bid Data Sheet is explained below:

- i) Single stage, One Envelope Procedure.
- ii) The bid shall comprise a single package containing one envelope. Envelope shall contain the Financial Proposal:
- iii) The envelopes shall be marked as “FINANCIAL PROPOSAL” in bold and legible letters to avoid confusion;
- iv) The envelope marked as “FINANCIAL PROPOSAL” shall be opened on the same day.
- v) The Financial proposals of bids shall be opened publicly at a time, date and venue to be announced and communicated to the bidders in advance;

A. Mandatory requirement:

S#	Requirement	Response (Yes/No)	Documentary Proof/page No.
1	Minimum 3 years' service/experience of the firm.	Yes/No	Documented Proof
2	Brief Company profile	Yes/No	Company Profile
3	Active Income Taxpayer Status	Yes/No	Registration Certificates
4	Active Sales Taxpayer Status	Yes/No	Registration Certificates
5	Registration with the Pakistan Engineering Council	Yes/No	Registration Certificates
6	Undertaking on legal valid and attested stamp paper of Rs: 100 duly attested by Oath Commissioner / notary Public that the firm is not blacklisted by any of Provincial or Federal Government Departments, Agencies, Organizations or autonomous bodies or Private Sector Organizations anywhere in Pakistan.	Yes/No	Undertakings
7	Bid security amounting to 2 percent of the total bid cost to be placed in the financial proposal or bid.	Yes/No	CDR

4. Financial Proposal Evaluation

4.1 The Financial Proposals will be opened in the presence of the Bidders at the time and venue as communicated in the tender notice. The Bidder(s) Tenderer(s) or their authorized representatives shall be allowed to take part in the Financial Proposal(s) opening.

4.2 Financial Proposal evaluation will be conducted under the KPPRA Procurement Rules, 2014. The Price evaluation will include all duties, taxes and expenses etc.

4.3 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.;

4.4 In evaluation of the price of articles/works 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.

The Procuring Entity will award the contract to the bidders who have offered comparatively best quality works at lowest prices.

The highest ranked bid as per above mentioned condition will be considered as best evaluated bid.

5: TIME FOR COMPLETION OF CONTRACT AND WARRANTY

(Instructions to Bidders)

5.1 Work Completion

- a) Work shall be carried out at Marble Handicraft Center at Central Prison Mardan within the specified time as mentioned in the bidding Data Form at the cost of the successful Bidder.

4.2 Warranty/Quality Assurance Certificate

- a) A certificate of quality assurance shall be provided by the successful bidder/firm.
- b) The warranty/quality period will start from the date of inspection.
- c) If any fault / defect occurs in the works during the specified period, it will be re-construct by the Bidder at his own risk and cost.
- d) The Bidder shall provide the services of maintenance within 72 hours after filling of a complaint by the AIG/Project Director, Inspectorate General of Prisons Khyber Pakhtunkhwa Peshawar, (with in the warranty period without any service charges).

6: PROCESS TO BE CONFIDENTIAL

(Instructions to Bidders)

- 6.1 No Bidder shall contact procurement committee on any matter relating to his bid from the time of the bid opening to the time the bid evaluation result is announced. The evaluation result shall be announced at least ten (10) days prior to Award of Contract.
- 6.2 Any effort by a Bidder to influence any officer of the procurement committee in the bid evaluation, bid comparison or contract award decisions may result in the rejection of his bid.
- 6.3 Whereas, any bidder feeling aggrieved may lodge a written complaint not later than fifteen (15) days after the announcement of the bid evaluation result. However, a mere fact of lodging a complaint shall not warrant suspension of the procurement process.

7: AWARD OF CONTRACT

7.1 Award of Contract Criteria

- a) The CONTRACT shall be awarded to the Bidder(s) whose bid has been determined to be **the best evaluated responsive bid in terms of section 2(1)(c)(i) of KPPRA Act, 2012.**
- b) The Chairman Procurement Committee, Additional Inspectoral General of Prisons Khyber Pakhtunkhwa reserves the right to :-
 - i. Increase or decrease the quantity of the works without any change in the unit price or other terms and conditions, by mentioning cogent reason.
 - ii. Accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected Bidders or with obligation to inform the affected Bidders of the grounds for the action of the Procurement Committee.
 - iii. Notice of the rejection of bids shall be given to the Bidders.
- c) The Chairman Procurement Committee observes the highest standard of ethics during the procurement and will reject a bid at any stage if it determines that the bidder recommended for award has engaged in any corrupt or fraudulent practices in competing for the contract in question.
- d) Bids will be awarded according to following criteria:
 - At first step, eligible bidder(s)/tenderer(s) as per clause **3.22** (Eligibility Criteria) of this tender document fulfilling the qualification may be qualified. For Bidding Procedure, the clause, **the figure 3.22** of the Bidding Procedure may kindly be referred.

7.2 Notification of Award

Prior to expiry of the period of bid validity, the Chairman Procurement Committee, Additional Inspector General of Prisons Khyber Pakhtunkhwa, will notify the successful Bidder in writing that his bid has been accepted.

7.3 Performance Guarantee

The successful Bidder shall be bound to furnish a performance guarantee @ 10 Percent as provided in the Bidding Data sheet.

7.4 Payment and Currency

Payment shall be made in Pak. Rupees after successful completion of works.

7.5 Taxes

All applicable taxes shall be deducted at source as per Government Rules.

7.6 Signing of the Contract Form

The Chairman Procurement Committee will notify the successful Bidder that their bid has been accepted, and will send the Bidder the Contract Form provided in the Bidding Document incorporating all agreements between the parties.

The successful Bidder shall sign and date the Contract Form on the Stamp Paper duly attested by Oath Commissioner / Notary Public and return it to the AIG/Project Director, Inspectorate General of Prisons Khyber Pakhtunkhwa Peshawar, within three (3) days of the receipt of the said Contract Form.

8: BID DATA SHEET

(1)	Brief description of work	Construction Of Shade For Marble Handicraft Center At Central Prison Mardan Under The Project “Feasibility Study For Prison Industries And Skills Development Of Prisoners”
(2)	Deadline for Submission of bid	On 17.10.2022 at 11:00 AM
(3)	Address for submission and opening of bid	Office of the Inspectorate General of Prisons Khyber Pakhtunkhwa, Peshawar.
(4)	Name of Client	Office of the Inspectorate General of Prisons Khyber Pakhtunkhwa, Peshawar.
(5)	Time and date of Bid opening	On 17.10.2022 at 12:00 PM
(6)	Validity of bid	Tender rates will be valid till 30-06-2023 and will not be changed once the bids are opened till bid validity.
(7)	Value of Earnest Money/Bid Security	Two percent (2%) of the quoted value in the shape of CDR (only) from the scheduled bank.
(8)	Validity of Earnest Money/Bid Security	2% Bid Security will be returned to the successful bidder after submission of Performance guarantee.
(10)	Bid Price	Bid Price shall be inclusive of all duties, taxes & levies.
(11)	Bid Currency	The bid to be quoted in Pak. Rupees and the payment shall also be made in Pak. Rupees.
(12)	Bidding Procedure	Single Stage-One Envelope bidding procedure.
(13)	Timeframe for completion	The successful Bidder shall be bound to complete the works of Marble Handicraft Center at Central Prison Mardan within the delivery Scheduled/period after the award of contract / Purchase order.
(14)	Clarification (s) on Bidding Documents	Planning & Monitoring Officer, Inspectorate General of Prisons Khyber Pakhtunkhwa.
(15)	Performance Guarantee	Ten percent (10%) of the bid price in the form of irrevocable performance bank guarantee (from Scheduled Bank), which shall be retained till the expiry of the warranty period.
(16)	Language of bid	English

9. Contract Form

THIS AGREEMENT made the ____ day of _____ 22____ between *Inspectorate General of Prison Khyber Pakhtunkhwa of Pakistan* (hereinafter called “the Procuring agency”) of the one part and ----- of *Peshawar Pakistan* (hereinafter called “the firm/contractor”) of the other part:

WHEREAS the Procuring agency invited bids for certain works and ancillary services, viz., Construction Of Shade For Marble Handicraft Center At Central Prison Mardan Under The Project “Feasibility Study For Prison Industries And Skills Development Of Prisoners “and has accepted a bid by the Contractor for the completion of those works and services in the sum of Rs. ----- (hereinafter called “the Contract Price”).
NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Bid Form and the Price Schedule submitted by the Bidder;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) the Procuring agency’s Notification of Award.
3. In consideration of the payments to be made by the Procuring agency to the firm/contractor as hereinafter mentioned, the firm/contractor hereby covenants with the Procuring agency to provide the works and 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 firm/contractor in consideration of the provision of the works and services 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 Agreement to be executed in accordance with their respective laws the day and year first above written.

<p>For the Procuring Agency</p> <p>Signed, Sealed and Delivered by:</p>	<p>For the firm/contractor</p> <p>Signed, Sealed and Delivered by:</p>

10. DELIVERY SCHEDULE / SCHEDULE OF REQUIREMENT FORM

S #	Name of Work	Details of Work	Completion Period
1.	Construction of Shed	<p>1. Size of Shed with details Size = 25x45 25x45x410 = 461250 Specifications: 26 gauge iron panel sheets 16 gauge iron pillars 18 gauge iron pipes</p> <p>2. Construction of Brick Wall Wall Length = 104ft Wall Height = 12ft Wall thickness = 9 inch</p> <p>3. Dumping/ Filling of Industrial Area with Cemented/Concrete Flooring Area Size = 52x52 ft Height = 2 ft</p>	45 days

11: DETAILS OF WORKS TO BE CARRIED OUT

S#	Name of Work	Details of Work
1.	Construction of Shed	<p>4. Size of Shed with details Size = 25x45 25x45x410 = 461250 Specifications: 26 gauge iron panel sheets 16 gauge iron pillars 18 gauge iron pipes</p> <p>5. Construction of Brick Wall Wall Length = 104ft Wall Height = 12ft Wall thickness = 9 inch</p> <p>6. Dumping/ Filling of Industrial Area with Cemented/Concrete Flooring Area Size = 52x52 ft Height = 2 ft</p>

12: GENERAL CONDITIONS OF CONTRACT

<p>1. Definitions</p>	<p>1.1 In this Contract, the following terms shall be interpreted as indicated:</p> <p>a) “The Contract” means the agreement entered into between the Purchaser and the firm/contractor, as recorded in the Contract Form signed by the Purchaser and firm/contractor, including all attachments and appendices thereto and all documents incorporated by reference therein.</p> <p>b) “The Contract Price” means the price payable to the firm/contractor under the Contract for the full and proper performance of its contractual obligations:</p> <p>c) “The Works” means construction of shed.</p> <p>d) “The Services” means construction of shed.</p> <p>e) “GCC” means the General Conditions of Contract Contained in this section</p> <p>f) “SCC” means the Special Conditions of Contract</p> <p>g) “The Purchaser” means the Inspectorate General of Prisons Khyber Pakhtunkhwa.</p> <p>h) “The Firm/contractor” means the entity carrying out the construction work of shed.</p> <p>i) “Day” means calendar day.</p>
<p>2. Application</p>	<p>2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.</p>
<p>3. source of import</p>	<p>3.1 All works and related services to be constructed under the contract that are required to be imported in Pakistan shall have their origin in eligible source countries as prescribed by the commercial policies of the Federal Government of Pakistan and all expenditures made under the contract shall be limited to such works.</p> <p>3.2 For purposes of this clause, “origin” means the place where the works are produced, or the place from which the related services are supplied.</p>
<p>4. Standard</p>	<p>The works carried out under this Contract shall conform to the standards mentioned in the works details.</p>
<p>5. Contract Duration</p>	<p>The Contract Duration shall be for the period starting from the date of issuance of supply order till completion of work.</p>
<p>6. Use of Contract Document and information</p>	<p>The firm/contractor shall not without the Purchaser’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the Firm/contractor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance</p>
<p>7. Contract language</p>	<p>The Contract and all documents relating to the Contract, exchanged between the contractor and the Purchaser, shall be in English. The Firm/contractor shall bear all costs of translation to English and all risks of the accuracy of such translation.</p>
<p>8. Execution Schedule</p>	<p>The firm/contractor shall complete the work as mentioned in Delivery schedule.</p>
<p>9. Inspections and Tests</p>	<p>9.1 The Purchaser or its representative shall have the right to inspect and/or to test the works carried out to confirm their conformity to the Contract specifications at no extra cost to the Purchaser.</p> <p>9.2The Purchaser may reject the Works if it fail to conform to its requirements, in any test(s) or inspection(s) and the firm/contractor shall replace the rejected Works or make all alterations (up to the</p>

	<p>satisfaction of the Purchaser) necessary to meet the requirements, within three working days, free of cost to the Purchaser.</p> <p>9.3 The Purchaser's post-delivery right to inspect, test and, where necessary, reject the works shall in no way be limited or waived by reason of pre-delivery inspection, testing or passing of the works.</p>
10. Delivery and Documents	<p>10.1 Completion of works shall be made by the firm/contractor in accordance with the terms specified in the Schedule of requirement Form.</p> <p>10.2 For purposes of the Contract, Delivered Duty Paid (DDP) trade term is used to describe the obligations of the parties which means price inclusive of applicable taxes.</p>
11. Transportation	<p>The firm/contractor is required under the Contract to carry out the work at Marble Handicraft Center at Central Prison Mardan.</p>
12. Warranty	<p>12.1 The firm/contractor shall ensure the quality of works to be carried out under the Contract and certificate to the affect that no defect, arising from design, materials, workmanship or from any act or omission of the firm/contractor that may develop under normal use of the constructed/completed work.</p> <p>12.2 On site replacement of defective / damaged works, if repair of such works involves duration exceeding</p> <p>12.3 The purchaser shall, by written notice served to the firm/contractor, indicate any claim(s) arising under the warranty:</p> <p>12.4 The firm/contractor shall, within the prescribed time period, after receipt of such notice, repair or replace the defective / damaged works or parts thereof on site, without any cost to the Purchaser.</p> <p>12.5 If the firm/contractor, having been notified, fails to remedy the defect(s) within the specified period in SCC, the Purchaser may proceed to take such remedial action as may be necessary, at the firm/contractor risk and expense and without prejudice to any other right which the Purchaser may have against the firm/contractor under the Contract.</p> <p>12.6 This warranty shall remain valid for a period mentioned in the Bidding Document/supply order after the works thereof as the case may be, have been completed and accepted.</p>
13. Payment	<p>The firm/contractor request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the works completed and the Services performed and upon fulfillment of other obligation stipulated in the Contract. The Method of payment will be as mentioned in SCC.</p>
14. Contract Amendments	<p>No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the Purchaser and the firm/contractor.</p>
15. Delays in the Firm/contractor's Performance	<p>15.1 Completion of works and performance of services shall be made by the firm/contractor in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirement Form / Delivery Schedule.</p> <p>15.2 If at any time during performance of the Contract, the firm/contractor encounter conditions impeding timely execution o the Contract wholly or partly, the firm/contractor shall convey the Procurement Committee in writing of the fact of the delay, its likely duration and its cause(s) As soon as practicable after receipt of the firm/contractor notice, the Purchaser shall evaluate the situation and</p>

	<p>may at its discretion extend the firm/contractor time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.</p> <p>15.3 Except as provided under GCC Clause, 22, a delay by the Firm/contractor in the performance of its delivery obligations shall render the Firm/contractor liable to the imposition of liquidated damages pursuant to GCC clause 16, unless an extension of time is agreed upon pursuant to GCC Clause 15.2 without the application of liquidated damages.</p>
16. Liquidated damages	<p>16.1 Subject to GCC Clause 22, if the firm/contractor fails to complete the works or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract deduct from the contract price a sum equivalent to 0.5 % per day of the delayed works or unperformed services until actual delivery of performance upto maximum of 15 days. In case of delay of more than 15 days P.E shall have the right to forfeit the Performance bank guarantee @ 10% and will assign the contract to the next lowest bidder.</p>
17. Forfeiture of Performance Guarantee	<p>The Performance Guarantee shall be forfeited by the Purchaser, on occurrence of any / all of the following conditions:</p> <ul style="list-style-type: none"> • If the firm/contractor fails to fulfill any of the obligations under the Contract • If the firm/contractor fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract the Purchaser may without prejudice to any other right of action / remedy it without prejudice to any other right of action / remedy it may have, forfeit Performance Guarantee of the firm/contractor. • Failure to carry out works within the specified time period will invoke penalty as specified in this document. In addition to that, Performance Guarantee amount will be forfeited and the company / firm will not be allowed to participate in future tenders as well. • If the firm/contractor commits a default under the Contract;
18. Termination for default	<p>18.1 The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice to firm/contractor, may terminate this Contract in whole or in part:</p> <p>(a) if the firm/contractor fails to complete the works within the period(s) specified in the Contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 16.2 or</p> <p>(b) If the firm/contractor fails to perform any other obligation(s) under the Contract</p> <p>(c) If the firm/contractor, in the judgment of the Purchaser has engaged in corrupt and fraudulent practices in competing for or in executing the Contract. For the purpose of this clause:</p> <p>“Corrupt and fraudulent practices” includes the offering giving receiving, or soliciting of anything of value to influence the action of a public official or the firm/contractor in the procurement process or in contract execution to the detriment of the procuring agencies; or misrepresentation of fact in order to influence a procurement process or the execution of a contract, collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the procuring agencies of the benefits of free and open completion and any request for, or solicitation of anything of value by any public official in the cause of the exercise of his duty.</p> <p>18.2 in the event the Purchaser may procure, upon such terms and in</p>

	such manner as it deems appropriate, works similar to those undelivered, and the firm/contractor shall be liable to the Purchaser for any excess cost for such similar works. However, the firm/contractor shall continue performance of the Contract to the extent not terminated:
19. Force Majeure	<p>19.1 The firm/contractor shall not be liable for forfeiture of its bid security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligation under the Contract is the result of an event of Force Majeure.</p> <p>19.2 For purposes of this clause, “Force Majeure” means an event beyond the control of the Firm/contractor and not involving the firm/contractor fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.</p> <p>19.3 If a Force Majeure situation arises, the firm/contractor shall promptly notify the Purchaser in writing of such condition and the cause thereof, unless otherwise directed by the Purchaser in writing, the firm/contractor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.</p>
20. Notices	Any notice given by one party to the other pursuant to this Contract shall be sent to the other party’s address specified in SCC and by facsimile.
21. Taxes and duties	Firm/contractor shall be entirely responsible for all taxes, duties, license fees, and transportation charges etc, incurred until completion of the contracted works to the Purchaser.

13. 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 General Conditions of Contract. The Corresponding clause number of the GCC is indicated in parentheses.

1. Definitions (GCC Clause 1)

GCC 1.1 (g)- **The Purchaser is:** The office of the **AIG/Project Director, Inspectorate General of Prisons Khyber Pakhtunkhwa Peshawar.**

GCC 1.1 (d) & GCC 1.1(k) –

2. Inspection and tests prior to payment on completion of the works:

The **Procuring Entity** or its representative shall have the right to inspect and or to test the completed work to confirm their conformity to the Contract specifications at no extra cost to the Procuring Entity.

3. Works to be carried out

The works is to be carried out at Marble Handicraft Center at Central Prison Mardan as per the contract agreement and supply order.

4. Liquidated Damages:

The 10% performance Bank Guarantee will be forfeited in case the firm/contractor does not replace /repair the (defective) works during the contract period.

5. Payment

The method and conditions of payment to be made to the firm/contractor under this Contract shall be as follows:

- a) Payment shall be made in Pak. Rupees and in the name of the firm / company a crossed cheque being issued by Accountant General office (as per practice in vogue)
- b) On Acceptance: Hundred (100) percent of the Contract Price of the supplies delivered and received shall be paid after submission of claim supported by the acceptance certificate issued by the Procurement Committee.

6. Performance Guarantee / Security (GCC Clause 20):

The amount of the Performance security, as a percentage of the Contract Price, shall be Ten (10) Percent of the Contract Price.

7. Notices Purchaser’s address for notice purposes:

Name of Officer	AIG/Project Director, Inspectorate General of Prisons, Khyber Pakhtunkhwa
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Complete Address	AIG/Project Director, Inspectorate General of Prisons, Khyber Pakhtunkhwa
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Phone Number:	091-9213990
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Firm/contractor’s address for notice purposes:

Name of Officer:	_____
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Complete Address:	_____
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Phone Number	_____
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Financial Proposal Submission Form (Part of Financial Bid Envelope) {Location, date}

To _(Name and address of Client / Purchaser)_

Dear Sir,

We, the undersigned, offer to provide the _(Insert title of assignment)_ in accordance with your Request for Proposal dated _(insert date)_. 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 subject to the modifications resulting from Contract negotiations, 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 / Khyber Pakhtunkhwa has not declared us 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 provision 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:

Price Schedule/ Financial Cost Sheet

Financial Proposals should be substantially in the form of the Cost sheet along with details of works provided below. Bidders must itemize all costs associated with providing the required deliverables and services in a tabular format similar to the following:

S#	Work Details	No. of Units/Work	Price per unit (Excluding all taxes)	Per unit Tax	Total Cost (No. of units/Work*(Unit cost+Unit Tax) (including all taxes)

Total Bid Price x (in words) Rs. _____

Date _____

Place _____

Signature of authorized person Name:

(Company Seal)

In the Capacity of

Dully authority by

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

Format for Covering letter

To

(Name and address of Purchaser)

Sub: _____

Dear Sir,

- a) Having examined the tender document and Appendixes we, the undersigned, in conformity with the said document, offer to provide the said items on terms of reference to be signed upon the award of contract for the sum indicated as per financial bid.
- b) We undertake, if our proposal is accepted to carry out the work comprise in the contract within time frame specified, stating from the date of receipt of notification of award from the client Department / Office.
- c) We agree to abide by this proposal for the period of _____ days (as per requirement of the project) from the date of bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- d) We agree to execute a contract in the form to be communicated by the _ (insert name of the Purchaser)_ incorporating all agreements with such alterations or additions thereto as may be necessary to adapt such agreement to the circumstances of the standard.
- e) Unless and until a formal agreement is prepared and executed this proposal together with your written acceptance thereof shall constitute a binding contract agreement.
- f) We understand that you are not bound to accept a lowest or any bid you may receive, not to give any reason for rejection of any bid and that you will not defray any expenses incurred by us in bidding.
- g) We would like too clearly state that we qualify for this work as our company / firm meets all the criteria indicated on your tender document.

Authorized Signatures with Official Seal

INSTRUCTION FOR PREPARATION OF POWER OF ATTORNEY

- A) To be executed by an authorized representative of the bidder.
- B) The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the Charter documents of the executants and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- C) Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- D) In case the Application is signed by an authorized Director / Partner or Proprietor of the Applicant, a certified copy of the appropriate resolution / document conveying such authority may be enclosed in lieu of the Power of Attorney.

Format of Power of Attorney

POWER OF ATTORNEY

(On Stamp Paper of relevant value)

Know all men by these presents, we (name of the company and address of the registered office) do hereby appoint and authorized Mr. (full name and residential address) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for (name of the project) in response to the tenders invited by the (name of the Purchaser) including signing and submission of all documents and providing information / responses to (name of the Purchaser) in all matters in connection with our Bid.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts. Deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this _____ day of _____ 20__

For _____

(Signature)

(Name, Designation and Address)

Accepted

(Signature)

(Name, Title and Address of the Attorney) Date:

On Stamp Paper of relevant value

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 is 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:

INTEGRITY PACT

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

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

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

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

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

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

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

Name of Buyer:

Name of firm/contractor:

Signature:[Seal]

Signature:[Seal]