

Tender Document

SERVICES OF ELECTRICAL, HVAC, PARTITIONING AND INTERIOR WORK FOR THE PROJECT TITLED “ESTABLISHMENT OF INFORMATION TECHNOLOGY UNIVERSITY, PUNJAB” AT LAHORE



Punjab Information Technology Board (PITB)

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Important Note:

Bidders must ensure that they submit all the required documents indicated in the Bidding Documents without fail. Bids received without, undertakings, valid documentary evidence, supporting documents and the manner for the various requirements mentioned in the Bidding Documents or test certificates are liable to be rejected at the initial stage itself. The data sheets, valid documentary evidences for the critical components as detailed hereinafter should be submitted by the Bidder for scrutiny. It is intimated that no objection shall be entertained regarding the terms and conditions of the Bidding Document at the later stages during tender process.

Applicability of Punjab Procurement Rules, 2009

This Bidding Process will be governed under Punjab Procurement Rules, 2009, as amended from time to time and instructions of the Government of the Punjab received during the completion of the project

1. Invitation to Bid

1.1 PPRA Rules to be followed

Punjab Procurement Rules 2009 will be strictly followed. These may be obtained from PPRA's website:

<http://ppra.punjab.gov.pk/PublicPages/prorules1.aspx>

In this document, unless otherwise mentioned to the contrary, "Rule" means a Rule under the Punjab Procurement Rules 2009.

1.2 Mode of Advertisement(s)

As per Rule 12(1), this Tender is being placed online at PPRA's website, as well as being advertised in print media.

As per Rule 12(3), this Tender is also placed online at the website of Purchaser. The bidding document carrying all details can be downloaded from PITB's website <http://www.pitb.gov.pk> and from PPRA's website www.ppra.punjab.gov.pk for information only. All prospective bidders are required to register themselves with the Procurement Assistant, PITB at above given address, collect a Challan Form to submit an amount Rs. 500/- in given head at State Bank of Pakistan or National Bank of Pakistan, the deposit slip must accompany the bids, otherwise the bid will stand rejected.

1.3 Type of Open Competitive Bidding

As per Rule 36(b), Single Stage - Two Envelope Procedure shall be followed. This is as follows:

- i. The bid shall comprise of a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal;
- ii. The envelopes shall be marked as "FINANCIAL PROPOSAL" and "TECHNICAL PROPOSAL" in bold and legible letters to avoid confusion;
- iii. Initially, only the envelope marked "TECHNICAL PROPOSAL" shall be opened;
- iv. The envelope marked as "FINANCIAL PROPOSAL" shall be retained in the custody of the procuring agency without being opened;
- v. The Purchaser shall evaluate the technical proposal in a manner prescribed in Section 7, 13, 20 and Annexure-A of this document, without reference to the price and reject any proposal which does not conform to the specified requirements as listed in said Sections.
- vi. During the technical evaluation no amendments in the technical proposal shall be permitted;
- vii. The financial proposals of technically qualified bidders shall be opened publicly at a time, date and venue announced and communicated to the bidders in advance;

viii. After the evaluation and approval of the technical proposal the procuring agency, shall at a time within the bid validity period, publicly open the financial proposals of the technically accepted and qualified bids only. The financial proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders.

In accordance with these rules, interested companies (hereinafter referred to as “Bidders”) applying for bids should submit two separate **bids/envelopes for Financial Proposal and Technical Proposal**.

2. Bidding Details (Instruction to Bidders)

All bids must be accompanied by Tender Security (As per provisions on clause “Tender Security” of this document) in favor of “**Punjab Information Technology Board**”. The bids along with tender security, Tender Forms, Affidavits, etc., must be delivered into the Tender Box No.1, placed at reception of Punjab Information Technology Board, Lahore on or before 1500 hrs no later than 26th September, 2012. The Technical bids will be publicly opened in the Committee Room of Punjab Information Technology Board, 11th Floor, Arfa Software Technology Park, 346-B, Ferozpur Road, Lahore, on same date at 1600 hours.

Queries of the Bidders (if any) for seeking clarifications regarding the specifications of the hardware must be received in writing to the Purchaser within five working days from the date of Tender advertisement. Any query received after five working days shall not be entertained. All queries shall be responded to within due time. PITB may host a Q&A session, if required, at PITB premises (11th Floor, Arfa Software Technology Park, 346-B, Ferozpur Road, Lahore). All Bidders shall be informed of the date and time in advance.

The bidder shall submit bids which comply with the Bidding Document. Alternative bids will not be considered. The attention of bidders is drawn to the provisions of Clause regarding “**Determination of Responsiveness of Bid**” and “**Rejection/Acceptance of the Bid**”, for making their respective bids substantially responsive to the requirements of the Bidding Document.

The Primary Contact & Secondary Contact for all correspondence in relation to this bid is as follows:

Primary Contact

Zaheer Sarwar
Program Manager
Email: zaheer@pitb.gov.pk
11th Floor, Arfa Software Technology Park,
346-B, Ferozpur Road, Lahore, Pakistan.

Secondary Contact

Muhammad Shaheryar Khan
Assistant Director (Development)
Email: shaheryar.khan@pitb.gov.pk
11th Floor, Arfa Software Technology Park,
346-B, Ferozpur Road, Lahore, Pakistan.

Bidders should note that during the period from the receipt of the bid and until further notice from the Primary Contact, all queries should be communicated via the Primary Contact and in writing (e-mail) only. In the case of an urgent situation where the Primary Contact cannot be contacted, the bidder may alternatively direct their enquiries through the Secondary Contact.

Bidders are also required to state, in their proposals, the name, title, fax number and e-mail address of the bidder's authorized representative through whom all communications shall be directed until the process has been completed or terminated.

The Purchaser will not be responsible for any costs or expenses incurred by bidders in connection with the preparation or delivery of bids.

As authority competent to accept the tender, the Purchaser reserves the right to cancel the tender, accept or reject one or all bids without assigning any reason thereof.

Failure to supply required items/services within the specified time period will invoke penalty as specified in this document.

TERMS AND CONDITIONS OF THE TENDER

3. Definitions

- 3.1 In this document, unless there is anything repugnant in the subject or context:
- 3.2 "Authorized Representative" means any representative appointed, from time to time, by the Client, the Purchaser or the Contractor.
- 3.3 "Availability and Reliability" means the probability that a component shall be operationally ready to perform its function when called upon at any point in time.
- 3.4 "Client" means the Project lead of the Purchaser for whose particular project the Goods / Services have been procured or any other person, duly appointed in writing, by the Client, for the time being or from time to time, to act as Client for the purposes of the Contract.
- 3.5 "Bidder/Tenderer" means the Firm/Company/Supplier/Distributors that may provide or provides the subject and related services to any of the public sector organization under the contract and have registered for the relevant business thereof.
- 3.6 "Commencement Date of the Contract" means the date of signing of the Contract between the Purchaser and the Contractor.
- 3.7 "Contract" means the agreement entered into between the Purchaser and the Contractor, as recorded in the Contract Form signed by the parties, including all Schedules and Attachments thereto and all documents incorporated by reference therein.
- 3.8 "Contractor" means the person whose Tender has been accepted and awarded letter of Intent followed by the Contract by the Purchaser.
- 3.9 "Contract Price" means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations.
- 3.10 "Contract Value" means that portion of the Contract Price adjusted to give effect to such additions or deductions as are provided for in the Contract which is properly apportionable to the Goods or Services in question.
- 3.11 "Defects Liability Expiry Certificate" means the certificate to be issued by the Client to the Contractor, in accordance with the Contract.
- 3.12 "Day" means calendar day.
- 3.13 "Defects Liability Period" means the warranty period following the taking over, during which the Contractor is responsible for making good, defects and damage in Goods and Services provided, under the Contract.
- 3.14 "Force Majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars, revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 3.15 "Goods" means equipment, machinery, and/or other materials which the Contractor is required to supply to the Purchaser under the Contract.
- 3.16 "Person" includes individual, association of persons, firm, company, corporation, institution and organization, etc., having legal capacity.
- 3.17 "Prescribed" means prescribed in the Tender Document.
- 3.18 "Purchaser" means the Punjab Information Technology Board (PITB), or any other person for the time being or from time to time duly appointed in writing by the Purchaser to act as Purchaser for the purposes of the Contract.
- 3.19 "Origin" shall be considered to be the place where the Goods are produced or from where the

Services are provided. Goods are produced when, through manufacturing, processing or assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components. The origin of Goods and Services is distinct from the nationality of the Contractor.

- 3.20 "Services" means installation, configuration, deployment, commissioning, testing, training, support, after sale service, etc. of Goods and other such obligations which the Contractor is required to provide to the Purchaser under the Contract.
- 3.21 "Taking-Over Certificate" means the certificate to be issued by the Client to the Contractor, in accordance with the Contract.
- 3.22 "Works" means work to be done by the Contractor under the Contract.

4. Headings and Titles

In this document, headings and titles shall not be construed to be part thereof or be taken into consideration in the interpretation of the document and words importing the singular only shall also include the plural and vice versa where the context so requires.

5. Notice

- 5.1 In this document, unless otherwise specified, wherever provision is made for exchanging notice, certificate, order, consent, approval or instructions amongst the Contractor, the Purchaser and the Client, the same shall be:
 - 5.1.1 in writing;
 - 5.1.2 issued within reasonable time;
 - 5.1.3 served by sending the same by courier or registered post to their principal office in Pakistan or such other address as they shall notify for the purpose; and
 - 5.1.4 The words "notify", "certify", "order", "consent", "approve", "instruct", shall be construed accordingly.

6. Tender Scope

Punjab Information Technology Board (PITB), (hereinafter referred to as "the Purchaser") invites / requests Proposals (hereinafter referred to as "the Tenders") for services of design, installation, deployments of interior /Partitioning, Electrical Work and HVAC (hereinafter referred to as "the Goods") on turnkey basis.

- 6.1 The Interior fit out works including, installation of dry partitions, Aluminum Glass partitions etc. Necessary Electric installations including lights and fixtures and HVAC installations, including flexible pipes, dampers and diffusers.
- 6.2 The execution will be carried out at 6th Floor (tower building) in Arfa Software Technology Park
- 6.3 The firm will design and install the partitioning, electrical items and HVAC ducts and diffusers in Class rooms, Labs, Library, Faculty Cabins, VC Office and General Officers Offices.

7. Tender Eligibility

- 7.1 Eligible Tenderer is a Tenderer who:
 - 7.1.1 has a registered office in Pakistan;
 - 7.1.2 has quoted on Turnkey basis
 - 7.1.3 has required relevant experience;

- 7.1.4 has the required relevant qualified personnel and enough strength to fulfill the requirement of assignment.
- 7.1.5 is manufacture of Goods / provider of Services or authorized dealer / agent of original manufacturer of Goods / provider of Services.
- 7.1.6 Conforms to the clause of “Responsiveness of Bid” given herein this tender document.
- 7.1.7 Goods and Services can only be supplied / sources / routed from “origin” in “eligible” member countries.
 - a. Eligible” is defined as any country or region that is allowed to do business in Pakistan by the law of Government of Pakistan.
 - b. "origin" shall be considered to be the place where the Goods are produced or from which the Services are provided. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

8. 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 / liable for those costs / expenses.

9. Joint Venture/Consortium

- 9.1 Joint ventures or Consortium are also eligible for this tender, as long as the joint venture complies with the following conditions:
 - 9.1.1 The Tenderers may form a joint venture of maximum two Tenderers/bidders. An Agreement Deed to that effect, legally executed and signed by all the partners shall be submitted with the bid.
 - 9.1.2 One partner of formulated joint venture will be designated the lead partner and would be get into legal contract with Purchaser and would be liable to incur liabilities, receive payments and receive instructions for and on behalf of any or all partners. A power of attorney to that effect, legally executed, signed by all the partners shall be submitted with the Tender/bid.
 - 9.1.3 There must be at least one locally registered company (Partner) of good repute, with relevant experience and proven track record, in the joint venture.
 - 9.1.4 All the partners shall be jointly and severally liable for the execution of the Contract in accordance with the terms and conditions of the Contract. The Tender, and in case of successfully qualifying both technical and financial evaluation, the Contract Deed, to that effect, shall be signed by the lead partner.
 - 9.1.5 Partners other than the lead would also be bound by the terms and conditions of the contract.

10. Examination of the Tender Document

The Tenderer is expected to examine the Tender Document, including all instructions and terms and conditions.

11. Clarification of the Tender Document

The prospective bidders may solicit clarification of the Tender Document, within 05 working days of issuance of tender in writing. The clarification and its replies will be shared with all prospective bidders.

12. Amendment of the Tender Document

- 12.1 The Purchaser may, at any time prior to the deadline for submission of the Tender, at its own initiative or in response to a clarification requested by the Bidder(s), amend the Tender

- Document, on any account, for any reason. All amendment(s) shall be part of the Tender Document and binding on the Bidder(s).
- 12.2 The Purchaser shall notify the amendment(s) in writing to the prospective Tenderers.
- 12.3 The Purchaser may, at its exclusive discretion, amend the Tender Document to extend the deadline for the submission of the Tender, in which case all rights and obligations of the Purchaser and the Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.

13. Preparation / Submission of Tender

- 13.1 The Tenderer is only allowed to bid for all items on turnkey basis.
- 13.2 The Tenderer is not allowed to bid for partial scope.
- 13.3 The Tender and all documents relating to the Tender, exchanged between the Tenderer and the Purchaser, shall be in English. Any printed literature furnished by the Tenderer in another language shall be accompanied by an English translation which shall govern for purposes of interpretation of the Tender.
- 13.4 The Tender shall be filed in / accompanied by the prescribed Forms, Annexes, Schedules, Charts, Drawings, 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, photocopies may be submitted.
- 13.5 The Tender shall be in two parts i.e the technical proposal and the financial proposal. Each proposal shall be in two sets i.e the original and the copy. In the event of any discrepancy between the original and the duplicate, the original shall govern.
- 13.6 The Technical Proposal shall comprise the following, **without quoting the price:**
- 13.7 Technical Proposal Form (Annexure-B)
- 13.7.1 Affidavit and Undertaking (All terms & conditions and qualifications listed anywhere in the RFP have been satisfactorily vetted) (Annexure-G&H)
- 13.7.2 Covering letter duly signed and stamped by authorized representative. (Annexure-E)
- 13.7.3 Authorized Certificate / document from the principle / manufacturer
- 13.7.4 Evidence of eligibility of the Tenderer and the Goods
- 13.7.5 Evidence of conformity of the Goods / the Services to the Tender Document
- 13.7.6 Undertaking and Evidence that the quoted Goods are genuine, brand new, non- refurbished, unaltered in any way, of the most recent / current model, imported through proper channel, and incorporate all recent improvements in design and materials
- 13.7.7 Technical Brochures / Literature
- 13.7.8 Details of Warranty and After-Sale Service
- 13.7.9 The Contractor's financial capacity to mobilize and sustain the Services is imperative. In the Proposal, the Bidder is required to provide information on its financial status.
- 13.7.10 The statement must be signed by the authorized representative of the Bidder
- 13.7.11 Financial Capacity as per Annexure-K
- 13.7.12 Valid Registration Certificate for Income Tax & Sales Tax
- 13.7.13 Income Tax & Sales Tax Returns for the last three tax years
- 13.7.14 Power of Attorney, if an authorized representative is appointed (Annexure-F)
- 13.8 The Financial Proposal shall comprise the following:

- 13.8.1 Financial Proposal Form (Annexure-C)
- 13.8.2 Price Schedule (Annexure-D)
- 13.8.3 Tender Security (**As per provisions of the clause Tender Security of this document**) (Annexure- I)

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

Original Technical Tender for
Tender Name. [Number of Tender]

[Name of the Purchaser]
[Address of the Purchaser]

[Name of the Tenderer]
[Address of the Tenderer]
[Phone No. of the Tenderer]

13.10 The Tenderer shall seal the Duplicate Technical Tender in an envelope duly marked as under:

Duplicate Technical Proposal for
Tender Name. [Name of Tender]

[Name of the Purchaser]
[Address of the Purchaser]

[Name of the Tenderer]
[Address of the Tenderer]
[Phone No. of the Tenderer]

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

13.12 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
Tender Name. [Name of Tender]

Strictly Confidential

Open on [Last Date of submission of the Tender]

[Name of the Purchaser]

[Address of the Purchaser]

[Name of the Tenderer]

[Address of the Tenderer]

[Phone No. of the Tenderer]

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

Duplicate Tender for

Tender Name. [Name of Tender]

Strictly Confidential

Open on [Last Date of submission of the Tender]

[Name of the Purchaser]

[Address of the Purchaser]

[Name of the Tenderer]

[Address of the Tenderer]

[Phone No. of the Tenderer]

- 13.14 The Tenderer shall enclose soft copies of the Technical Proposal and the Financial Proposals, including all Forms, Annexes, Schedules, Charts, Drawings, Documents, Brochures, Literature, etc., in the form of MS Word Documents, MS Excel Worksheets and Scanned images, with the hard copies.
- 13.15 The Tender shall be mailed to reach and dropped in the prescribed Tender Box placed at the Reception of the Purchaser's office, up to due date and time.
- 13.16 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. Noncompliance with the same will cause the rejection of bid at the time of opening.

14. Tender Price

- 14.1 The quoted price shall be:

- 14.1.1 final / fixed against whole tender and valid until completion of all obligations under the Contract i.e. not subject to variation / escalation;
- 14.1.2 in Pak Rupees;
- 14.1.3 inclusive of all taxes, duties, levies, insurance, freight, etc.
- 14.2 If not specifically mentioned in the Tender(s), it shall be presumed that the quoted price is as per the above requirements.
- 14.3 Where no prices are entered against any item(s), the price of that item shall be deemed to have been distributed among the prices of other items, and no separate payment shall be made for that item(s).
- 14.4 In case of locally produced Items/goods, the price shall include all customs duties and sales and other taxes already paid or payable on the components and raw materials used in the manufacture or assembly of the item. In case of Contract of imported items offered Ex-Warehouse/Off-the-Shelf from within the Purchaser's country, import duties and sales and other taxes already paid shall be shown separately.

15. Tender Security

- 15.1 The Tenderer shall furnish the Tender Security as under:
- 15.2 As part of financial bid envelope, failing which will cause rejection of bid.
 - 15.2.1 Tender security would be submitted by the Bidder;
 - 15.2.2 if Total Tender Price is less than or equal to PKR 100 Million, in the form of Demand Draft / Pay Order / Cash Deposit Receipt (CDR), in the name of the Purchaser;
 - 15.2.3 if the Total Tender Price is more than PKR 100 Million, in the form of Bank Guarantee, issued by a scheduled bank operating in Pakistan, in the name of the Purchaser, as per the format provided in the Tender Document;
 - 15.2.4 for a sum equivalent to 2% of the Total Tender Price;
 - 15.2.5 denominated in Pak Rupees;
 - 15.2.6 have a minimum validity period of ninety days from the last date for submission of the Tender or until furnishing of the Performance Security, whichever is later.
- 15.3 The proceeds of the Tender Security shall be payable to the Purchaser, on the occurrence of any / all of the following conditions:
 - 15.3.1 If the Tenderer withdraws the Tender during the period of the Tender validity specified by the Tenderer on the Tender Form; or
 - 15.3.2 If the Tenderer does not accept the corrections of his Total Tender Price; or
 - 15.3.3 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.
- 15.4 The Tender security shall be returned to the technically unsuccessful Tenderer with unopened/sealed financial bid while the unsuccessful bidders of financial bid opening procedure will be returned the tender security only. The Tender Security shall be returned to the successful Tenderer on furnishing the Performance Security.

16. Tender Validity

The Tender shall have a minimum validity period of ninety days from the last date for submission of the Tender. The Purchaser 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 Tender security shall also be suitably extended. The Tenderer may refuse extension of validity period of the Tender, without forfeiting the Tender security.

17. Modification / Withdrawal of the Tender

- 17.1 The Tenderer may, by written notice served on the Purchaser, modify or withdraw the Tender after submission of the Tender, prior to the deadline for submission of the Tender.
- 17.2 The Tender, withdrawn after the deadline for submission of the Tender and prior to the expiration of the period of the Tender validity, shall result in forfeiture of the Tender Security.

18. Opening of the Tender

- 18.1 Tenders shall be opened, at PITB head office at given time and date, in the presence of the Tenderer(s) for which they shall ensure their presence without further invitation.
- 18.2 The Tenderer's name, modifications, withdrawal, security, attendance of the Tenderer and such other details as the Purchaser may, at its exclusive discretion, consider appropriate, shall be announced and recorded.
- 18.3 No tenderer 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. Non-compliance will cause the rejection of respective bidder.

19. Clarification of the Tender

The Purchaser shall have the right, at his exclusive discretion, to require, in writing, further information or clarification of the Tender, from any or all the Tenderer(s). No change in the price or substance of the Tender shall be sought, offered or permitted except as required to confirm the corrections of arithmetical errors discovered in the Tender. Acceptance of any such correction is sold discretion of the purchaser

20. Determination of Responsiveness of the Bid (Tender)

- 20.1 The Purchaser shall determine the substantial responsiveness of the Tender to the Tender Document, prior to the Tender evaluation, on the basis of the contents of the Tender itself without recourse to extrinsic evidence. A substantially responsive Tender is one which:
 - 20.1.1 meets the eligibility criteria for the Tenderer / the Goods / the Services;
 - 20.1.2 meets the Technical Specifications for the Goods / the Services;
 - 20.1.3 meets the delivery period / point for the Goods / the Services;
 - 20.1.4 meets the rate and limit of liquidated damages;
 - 20.1.5 offers fixed price quotations for the Goods / the Services;
 - 20.1.6 is accompanied by the required Tender Security as part of financial bid envelope;
 - 20.1.7 The original receipt of tender fee submitted, attached with technical bid envelope;
 - 20.1.8 is otherwise complete and generally in order;
 - 20.1.9 Conforms to all terms and conditions of the Tender Document, without material deviation or reservation.
- 20.2 A material deviation or reservation is one which affects the scope, quality or performance of the

Goods or limits the Purchaser's rights or the Tenderer's obligations under the Contract.

- 20.3 The Tender determined as not substantially responsive shall not subsequently be made responsive by the Tenderer by correction or withdrawal of the material deviation or reservation. However, the Purchaser may waive off any minor non-conformity or inconsistency or informality or irregularity in the Tender.

21. PARAMETERS OF TECHNICAL EVALUATION CRITERIA

- The Firm/Company securing less than 70% marks will be disqualified

Total Marks 475

Qualification Marks 332 (70%)

Category	Description	Points	
Legal (Mandatory)	Certificate of Registration	Mandatory	
	Income Tax Registration	Mandatory	
	General Sales Tax Registration	Mandatory	
	Undertaking that the firm is not blacklisted and involved in litigation with Government	Mandatory	
Financial / Experience	Annual turnover (Max Points 100)	1-5 million	10 Points
		6-10 million	20 Points
		11-15 million	30 Points
		16-20 million	60 Points
		21-25 million	80 Points
		26 million or above	100 Points
	Financial Audit Report (Max Points 75)	3 years	25 Points for each year
	Projects (Max Points 100) Number of Projects	5 million	10 Points
		6-10 million	15 Points
		11-15 million	25 Points
16-20 million		50 Points	

		21-25 million	75 Points
		26 or above million	100 Points
	Similar nature Projects (Turnkey / Services & Works) (Max Points 100)	5 million	50 Points
		15 million	75 Points
		25 million and above	100 Points
Human Resource, Professional)	Total No of employees (Max Points 100)	10	20 Points
		11-20	40 Points
		21-30	60 Points
		31-40	80 Points
		41-50	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.

22. Correction of errors / Amendment of Tender

22.1 The Tender shall be checked for any arithmetic errors which shall be rectified, as follows:

22.1.1 if there is a discrepancy between the amount in figures and the amount in words for the Total Tender Price entered in the Tender Form, the amount which tallies with the Total Tender Price entered in the Price Schedule, shall govern.

22.1.2 if there is a discrepancy between the unit rate and the total price entered in the price Schedule, resulting from incorrect multiplication of the unit rate by the quantity, the unit rate as quoted shall govern and the total price shall be corrected, unless there is an obvious and gross misplacement of the decimal point in the unit rate, in which case the total price as quoted shall govern and the unit rate shall be corrected.

22.1.3 if there is a discrepancy in the actual sum of the itemized total prices and the total tender price quoted in the Price Schedule, the actual sum of the itemized total prices shall govern.

22.2 The Tender price as determined after arithmetic corrections shall be termed as the Corrected Total Tender Price which shall be binding upon the Tenderer.

22.3 Adjustment shall be based on corrected Tender Prices. The price determined after making such adjustments shall be termed as Evaluated Total Tender Price.

22.4 The cost of making good any deficiency resulting from any acceptable, quantifiable variations and deviations from the terms and conditions of the Contract / Technical Specifications, shall be added to the corrected Tender Price for comparison purposes only. No credit shall be given for offering delivery period earlier than the specified period.

22.5 The Tenderer shall state the Tender Price for the payment terms outlined in the Conditions of Contract which will be considered for the evaluation of the Tender. The Tenderer may state alternate payment terms and indicate the reduction in the Tender price offered for such

alternative payment terms. The Purchaser may consider the alternative payment terms offered by the Tenderer.

23. Rejection / Acceptance of the Tender

- 23.1 The Purchaser shall have the right, at his exclusive discretion, to increase / decrease the quantity of any or all item(s) without any change in unit prices or other terms and conditions, accept a Tender reject any or all tender(s), cancel / annul the Tendering process at any time prior to award of Contract, without assigning any reason or any obligation to inform the Tenderer of the grounds for the Purchaser's action, and without thereby incurring any liability to the Tenderer and the decision of the Purchaser shall be final.
- 23.2 The Tender shall be rejected if it is:
 - 23.2.1 substantially non-responsive; or
 - 23.2.2 submitted in other than prescribed forms, annexes, schedules, charts, drawings, documents / by other than specified mode; or
 - 23.2.3 incomplete, un-sealed, un-signed, printed (hand written), partial, conditional, alternative, late; or
 - 23.2.4 subjected to interlineations / cuttings / corrections / erasures / overwriting; or
 - 23.2.5 the Tenderer submits more than one Tenders; or
 - 23.2.6 the Tenderer refuses to accept the corrected Total Tender Price; or
 - 23.2.7 the Tenderer has conflict of interest with the Purchaser; or
 - 23.2.8 the Tenderer tries to influence the Tender evaluation / Contract award; or
 - 23.2.9 the Tenderer engages in corrupt or fraudulent practices in competing for the Contract award.
- 23.3 there is any discrepancy between bidding documents and bidder's proposal i.e. any non-conformity or inconsistency or informality or irregularity in the submitted bid.
- 23.4 the Tenderer submits any financial conditions as part of its bid which are not in conformity with tender document.

24. Award Criteria

- 24.1. At first step tenderer fulfilling mandatory requirements and qualification criteria will stand qualified technically.
- 24.2. At second step technically qualified & successful tenderer will be selected on lowest cost quoted, irrespective of their score in previous step.

25. Acceptance Letter (Letter of Intent)

The Purchaser shall, send the Acceptance Letter (Letter of Intent) to the successful Tenderer, prior to the expiry of the validity period of the Tender, which shall be a formal purchase order and constitute a contract, until execution of the formal Contract. However, the Purchaser reserves exclusive rights to cancel the letter of Intent at any time, without giving any reason thereof.

26. Performance Security

- 26.1 The successful Tenderer shall furnish Performance Security as under:
 - 26.1.1 within five (5) working days of the receipt of the Acceptance Letter from the Purchaser;
 - 26.1.2 in the form of a Bank Guarantee, issued by a scheduled bank operating in Pakistan, as per the format provided in the Tender Document;

- 26.1.3 for a sum equivalent to 10% of the contract value;
- 26.1.4 denominated in Pak Rupees;
- 26.1.5 have a minimum validity period of ninety days from the date of Award Notification or until the date of expiry of warranty period, support period or termination of services, whichever is later.
- 26.2 The proceeds of the Performance Security shall be payable to the Purchaser, on occurrence of any / all of the following conditions:
 - 26.2.1 If the Contractor commits a default under the Contract;
 - 26.2.2 If the Contractor fails to fulfill any of the obligations under the Contract;
 - 26.2.3 If the Contractor violates any of the terms and conditions of the Contract.
- 26.3 The Contractor shall cause the validity period of the performance security to be extended for such period(s) as the contract performance may be extended. The Performance Security shall be returned to the Tenderer within thirty working days after the expiry of its validity on written request from the Contractor.

27. Redressal of grievances by the procuring agency

- 27.1 The procuring agency shall constitute a committee comprising of odd number of persons, with proper powers and authorizations, to address the complaints of bidders that may occur prior to the entry into force of the procurement contract.
- 27.2 Any bidder feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written complaint concerning his grievances not later than fifteen days after the announcement of the bid evaluation report under rule 35 of PPRA rules 2009.
- 27.3 The committee shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint.
- 27.4 Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.
- 27.5 Any bidder not satisfied with the decision of the committee of the procuring agency may lodge an appeal in the relevant court of jurisdiction.

TERMS & CONDITIONS OF THE DRAFT CONTRACT

Contract Title:

Contract for

**SERVICES OF ELECTRICAL, HVAC, PARTITIONING AND INTERIOR
WORK FOR THE PROJECT TITLE “ESTABLISHMENT OF
INFORMATION TECHNOLOGY UNIVERSITY, PUNJAB AT LAHORE
(Phase-I)**

between

Punjab Information Technology Board (PITB)

and

[name of Contractor]

Dated:

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I. Agreement

This CONTRACT AGREEMENT (this “Contract”) made as of the [day] of [month], [year], between [full legal name of the Purchaser] (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 “Contractor.”

RECITALS

WHEREAS,

- (a) The Government through the Purchaser intends to spend a part of its budget / funds for making eligible payments under this contract. Payments made under this contract will be subject, in all respects, to the terms and conditions of the Contract in lieu of the consulting services as described in the contract.
- (b) The Purchaser has requested the Contractor to provide certain supply of Goods/items as described in Tender Document; and
- (c) 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 supply the Goods and provide the Services and to remedy defects / damage 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 supply of the Goods and provision of the Services and remedying of defects / damage therein.
3. 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. Special Stipulations
 - e. The Technical Specifications

- f. Tender Form
 - g. Price Schedule
 - h. Affidavit(s)
 - i. Authorized Dealership / Agency Certificate
 - j. Performance Security
 - k. Service Level Agreement (SLA) (if required)
 - l. Non-Disclosure Agreement (if required)
 - m. Any Standard Clause acceptable for Purchaser
4. 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.

II General Conditions of Contract

28. Contract

The Purchaser shall, after receipt of the Performance Security from the successful Tenderer, send the Contract provided in the Tender Document, to the successful Tenderer. Within three working days of the receipt of such Contract, the Tenderer shall sign and date the Contract and return it to the Purchaser.

29. Contract Documents and Information

The Contractor shall not, without the Purchaser's prior written consent, make use of the Contract, or any provision thereof, or any document(s), specifications, drawing(s), pattern(s), sample(s) or information furnished by or on behalf of the Purchaser in connection therewith, except for purposes of performing the Contract or disclose the same to any person other than a person employed by the Contractor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

30. Contract Language

The Contract and all documents relating to the Contract, exchanged between the Contractor and the Purchaser, shall be in English. The Contractor shall bear all costs of translation to English and all risks of the accuracy of such translation.

31. Standards

The Goods supplied and the Services provided under this Contract shall conform to the authoritative latest industry standards.

32. Commercial Availability

The Goods supplied under this Contract shall be commercially available at the time of signing of the contract. Commercial availability means that such Goods shall have been sold, installed and operationalized in more than two installations initiated under two separate contracts by manufacturer globally.

33. Patent Right

The Contractor shall indemnify and hold the Purchaser harmless against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods / the Service or any part thereof.

34. Execution Schedule

The Contractor shall submit an Execution Schedule, giving details of customs clearance, supply, installation, configuration, deployment, commissioning, testing, training, etc., as required under the Contract, to the Client, within three days of the signing of the Contract.

35. Packing

The Contractor shall provide such packing of the Goods as is sufficient to prevent their damage or deterioration during storage / transit to their final destination as indicated in the Contract. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination and withstand, without limitation, rough handling, exposure to extreme temperatures, salt and precipitation at all points in storage / transit. The Contractor shall arrange and pay for the packing of the Goods to the place of destination as specified in the Contract, and the cost thereof shall be included in the Contract Price.

36. Insurance

The Contractor shall provide such insurance of the Goods as is sufficient to protect against their damage or deterioration during storage / transit to their final destination as indicated in the Contract. The Contractor shall arrange and pay for the insurance of the Goods to the place of destination as specified in the Contract, and the cost thereof shall be included in the Contract Price.

37. Labeling

The Goods supplied under the Contract, shall be clearly labeled so as to correspond with the delivered documentation, with proper labeling scheme provided by the Client. All networking equipment, cables, connectors, ports, boxes shall be clearly labeled.

38. Delivery

38.1 The Contractor shall indicate his delivery approach clearly specifying the requirements for packing, shipping and unpacking of deliverable hardware, software and documentation. The approach shall address shipment of deliverables to the various designated (installation) sites. The approach shall also specify any special shipping constraints such as custom requirements, security requirements, access arrangement or loading dock requirements. The Contractor shall deliver the Goods at various Governors' Secretariat Punjab in Punjab, as specified by the Purchaser at the time of delivery.

38.2 The Service shall remain at the risk and under the physical custody of the Contractor until the delivery and testing of the Goods is completed.

38.3 The Contractor shall ensure that the Goods shall be delivered complete to enable the testing and training to proceed without interruption. If it shall appear to the Client that the Goods have been or are likely to be delayed by reason of incomplete delivery or for any other reasons, he may require the Contractor at the expense of the Contractor to dispatch the missing items of the Goods or suitable replacements thereof to the site of delivery by the fastest available means

- including air freight.
- 38.4 The Contractor shall include in the Tender a detailed logistics plan which shall include support details for transportation, mobilization and personnel scheduling during project implementation and the warranty period. The Contractor shall provide maintenance, supply and procurement support necessary for Client to maintain all system, at the contracted performance and reliability level. The Contractor shall arrange and pay for the transport of the Goods to the place of destination as specified in the Contract, and the cost thereof shall be included in the Contract Price.

39. Installation and Implementation

- 39.1 The Contractor shall ensure that the implementation design conforms to an open standard by which new services can be added without disruption to existing services.
- 39.2 The Contractor shall ensure that the implementation is fault tolerant. This is accomplished by supplying a set of programs and procedures that allow the system recovery or roll back when a fault is detected.
- 39.3 The Contractor shall provide a document stating step-by-step procedures for installation and disaster recovery to the Purchaser.
- 39.4 The Contractor shall provide all the recent patches and updates for Firmware/Hardware, on a reliable media, with proper labeling, during the installation to the Purchaser.
- 39.5 The Contractor shall configure the system for high availability and reliability, of all hardware and software.
- 39.6 The Contractor shall submit detailed and complete installation, transition and cutover plan for the new system, installation procedures for the new components specifying equipment checkout, installation constraints, operational cutover, maintenance prior to Client acceptance and if special security and/or access arrangements are required.
- 39.7 New equipment, shall be installed with existing equipment, and shall require close coordination between the Contractor and the Client personnel.

40. Site Preparation

- 40.1 The Contractor shall be responsible to survey the site, prepare the site, determine power, air conditioning and floor space requirements, identify and install, if necessary, any special / additional power and air conditioning requirements, for the proposed equipment.
- 40.2 The Purchaser and the Client shall facilitate the Contractor in discharge of the above responsibilities.

41. Power

The Goods supplied under the Contract, unless otherwise specified, shall be capable of operating normally with single phase AC power, within the range of 220-240V, with the corresponding frequency of 50 Hz, inclusive, and should be protected from over-voltage, over heating and out-of-tolerance current surges.

42. Safety

- 42.1 The Contractor shall be responsible for the embedding of safety features in the inherent design of the equipment, for elimination of identified hazards, including but not limited to high voltage, electromagnetic radiation, sharp points and edges, etc., and reduction of associated risk to personnel and equipment.
- 42.2 The Contractor shall be responsible for the addition of bilingual warnings and caution notices,

where hazards cannot be eliminated or risks cannot be reduced.

- 42.3 The Contractor shall be responsible for the protection of the power sources, controls, and critical components of the redundant systems and subsystems by shielding or physical separation when possible.

43. Operation and Maintenance

The Contractor shall be responsible for the continuous operational capability and maintenance of the entire system, 24/7, without disruption to either service or performance, during the warranty period.

44. Test Equipment and Tools

The Contractor shall evaluate the existing facilities and abilities of the Client to accomplish corrective and preventive maintenance and support and identify additional skills, test equipment and tools required to maintain and support the new equipment. Such test equipment and tools shall be state of the art in design aimed at providing an efficient, systematic and cost effective repair operation for all replaceable components.

45. Spare Parts and Support

- 45.1 The Contractor shall ensure that the Services provided by the Contractor, under the Contract are standard and of exact Computer Equipment Hardware and Networking Equipment, and incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 45.2 The Contractor shall further ensure that the Services provided by the Contractor, under the Contract shall have no defect, arising from design, materials, installation, configuration, or from any act or omission of the Contractor that may develop under normal use of the provided Service.
- 45.3 The Contractor shall maintain sufficient backup stock of spare parts and tools locally at sites, for the maintenance of the supplied Goods, during the warranty period.
- 45.4 The Contractor shall ensure availability of spare parts and technical assistance for all components for at least three years, without major changes, after the completion of final acceptance.
- 45.5 The Contractor shall give six months advance notice on any discontinued part(s) with a suggestion for appropriate alternatives failing which will cause forfeiture of Performance Security.
- 45.6 The Contractor shall also identify and provide the following:
- 45.6.1 items (repairable spares, parts and consumable supplies) that are needed to maintain design performance, reliability and availability standards prescribed in the Technical Specifications. The quantity of spare parts and consumable items provided and kept shall be equal to the requirements for one year of operating stock;
- 45.6.2 critical items, whose failure would cause a system failure;
- 45.6.3 items of high cost and/or long lead time (over thirty working days);
- 45.6.4 items whose design reliability is such that normal stock replenishment would not justify maintaining a level of the item in stock.

46. Inspection and Testing

- 46.1 The Client shall inspect and test the Goods supplied, the Services provided or the Works carried out, under the Contract, to verify their conformity to the Technical Specifications.
- 46.2 The inspections and tests shall be conducted at the premises of the Contractor / its

subcontractor(s) / at the final destination. Where conducted at the premises of the Contractor / its subcontractor(s), the Contractor / its subcontractor(s) shall provide all-reasonable facilities and assistance, including access to drawings, production data and online verification from official web site of the Manufacture, to the inspectors, at no charge to the Purchaser.

- 46.3 The Purchaser may reject the Goods, the Services or the Works if they fail to conform to the Technical Specifications, in any test(s) or inspection(s) and the Contractor shall either replace the rejected Goods, Services or Works or make all alterations necessary to meet the Technical Specifications, within three working days, free of cost to the Purchaser.
- 46.4 The Purchaser's post-delivery right to inspect, test and, where necessary, reject the Goods shall in no way be limited or waived by reason of pre-delivery inspection, testing or passing of the Goods.
- 46.5 Nothing contained in Clauses 41.1 and 41.2 shall, in any way, release the Contractor from any Warranty or other obligations under the Contract.

47. Taking-Over Certificate

- 47.1 The Contractor shall, by written notice served on the Client with a copy to the Purchaser, apply for a Taking-Over Certificate.
- 47.2 The Client shall, within seven days of receipt of Contractor's application, either issue the Taking-Over Certificate to the Contractor with a copy to the Purchaser, stating the date of successful inspection / testing of the Goods or any portion thereof, for their intended purposes; or reject the application giving the reasons and specifying the work required to be done by the Contractor to enable the Taking-Over Certificate to be issued.
- 47.3 Nothing contained in Clauses 42.1 and 42.2 shall, in any way, release the Contractor from any Warranty or other obligations under the Contract.

48. Warranty

- 48.1 The Contractor shall warrant to the Purchaser that the Goods/Services supplied by the Contractor, under the Contract are genuine, brand new, non- refurbished, un-altered in any way, of the most recent or current model, imported through proper channel, and incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 48.2 The Contractor shall further warrant that the Goods/Services supplied by the Contractor, under the Contract shall have no defect, arising from design, materials, workmanship or from any act or omission of the Contractor that may develop under normal use of the supplied Goods/Services.
- 48.3 The Contractor shall provide Manufacturer's warranty (if applicable) for minimum three years (hereinafter referred as Warranty Period), after the issue of Taking-over Certificate in respect of Goods, the Services and the Works, or any portion thereof, as the case may be, which will include:
 - 48.3.1 Free, on site repair / replacement of defective / damaged parts and labor, within 24 hours of intimation in Lahore and 48 hours outside lahore;
 - 48.3.2 On site replacement of defective / damaged Goods, if repair of such Goods involves a duration exceeding 24 hours.
- 48.4 The Contractor shall clearly mention Terms and Conditions of service agreements for the Goods supplied after the expiry of initial warranty period. In case of International Warranties, the local authorized dealers shall mention their service and warranty setup, details of qualified engineers, etc.
- 48.5 The purchaser retain the rights to enter into annual maintenance contract with the supplier at 10% or lower of the cost at which the goods were supplied
- 48.6 The Warranty Period shall start from the date of installation / configuration / deployment of the Goods on site.

- 48.7 The Client shall, by written notice served on the Contractor with a copy to the Purchaser, promptly indicate any claim(s) arising under the warranty.
- 48.8 The Contractor shall, within the prescribed time period, after receipt of such notice, repair or replace the defective / damaged Goods or parts thereof on site, without any cost to the Purchaser.
- 48.9 The end user licenses, end user warranties and end user contracting support services shall be in the name of Purchaser, for the Goods supplied, the Services provided and the Works done, under the Contract.

49. Ownership of Goods and Replaced Components

Goods to be supplied to the Purchaser, pursuant to the Contract, shall become the property of the Purchaser when the Goods are taken over by the Purchaser. Defective components to be replaced by the Contractor, pursuant to the Contract, shall become the property of the Contractor as and where it lies.

50. Defects Liability Expiry Certificate

- 50.1 The Contractor shall, after expiry of the warranty period, by written notice served on the Client with a copy to the Purchaser, apply for a Defects Liability Expiry Certificate.
- 50.2 The Client shall, within seven days of receipt of such notice, either issue the Defects Liability Expiry Certificate to the Contractor with a copy to the Purchaser, stating the date of expiry of the Warranty Period for all the Goods supplied and fulfillment of all obligations by the Contractor, under the Contract; or reject the application giving the reasons and specifying the work required to be done by the Contractor to enable the Defects Liability Expiry Certificate to be issued.

51. Payment

- 51.1 Advance payment will not be made. The Contractor shall submit an Application for Payment, in the prescribed form, to the Client. The Application for Payment shall: be accompanied by such invoices, receipts or other documentary evidence as the Client may require; state the amount claimed; and set forth in detail, in the order of the Price Schedule, particulars of the Goods supplied, the Services provided and the Works done, up to the date of the Application for Payment and subsequent to the period covered by the last preceding Certificate of Payment, if any.
- 51.2 The Client shall issue a Certificate of Payment, in the prescribed form, to the Purchaser, with a copy to the Contractor, verifying the amount due, within seven days of receipt of an Application for Payment. The Client may withhold a Certificate of Payment on account of defect(s) / short coming(s) in the Goods supplied / non-satisfactory performance of the Services / the Works. The Client may make any correction or modification in a Certificate of Payment that properly be made in respect of any previous certificate.
- 51.3 The Purchaser shall pay the amount verified in the Certificate of Payment within twenty one (21) days of receipt of a Certificate of Payment. Payment shall not be made in advance. The Purchaser shall make payment for the Goods supplied, the Services provided and the Works done, to the Contractor, as per Government policy, in Pak Rupees, through treasury cheque after issuance of satisfactory certificate by the technical team of PITB.

52. Price

The Contractor shall not charge prices for the Goods supplied, the Services provided and for other obligations discharged, under the Contract, varying from the prices quoted by the

Contractor in the Price Schedule.

53. Contract Amendment

- 53.1 The Purchaser may, at any time, by written notice served on the Contractor, alter, amend, omit, increase, decrease or otherwise change the nature, quality, quantity and scope, of all / any of the Goods / the Services / the Works, in whole or in part.
- 53.2 The Contractor shall, within ten working days of receipt of such notice, submit a cost estimate and execution schedule of the proposed change (hereinafter referred to as the Change), to the Purchaser.
- 53.3 The Contractor shall not execute the Change until and unless the Purchaser has allowed the said Change, by written order served on the Contractor with a copy to the Client.
- 53.4 The Change, mutually agreed upon, shall constitute part of the obligations under this Contract, and the provisions of the Contract shall apply to the said Change.
- 53.5 No variation in or modification in the Contract shall be made, except by written amendment signed by both the Purchaser and the Contractor.

54. Assignment / Subcontract

- 54.1 The Contractor shall not assign or sub-contract its obligations under the Contract, in whole or in part, except with the Purchaser's prior written consent.
- 54.2 The Contractor shall guarantee that any and all assignees / subcontractors of the Contractor shall, for performance of any part / whole of the work under the contract, comply fully with the terms and conditions of the Contract applicable to such part / whole of the work under the contract.

55. Extensions in time for performance of obligations under the Contract

If the Contractor encounters conditions impeding timely performance of any of the obligations, under the Contract, at any time, the Contractor shall, by written notice served on the Purchaser with a copy to the Client, promptly indicate the facts of the delay, its likely duration and its cause(s). As soon as practicable after receipt of such notice, the Purchaser shall evaluate the situation and may, at its exclusive discretion, without prejudice to any other remedy it may have, by written order served on the Contractor with a copy to the Client, extend the Contractor's time for performance of its obligations under the Contract.

56. Liquidated Damages

If the Contractor fails / delays in 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 Purchaser 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 @0.25% of the Contract Price which is attributable to such part of the Goods / the Services / the Works as cannot, in consequence of the failure / delay, be put to the intended use, for every day between the scheduled delivery date(s), with any extension of time thereof granted by the Purchaser, and the actual delivery date(s). Provided that the amount so deducted shall not exceed, in the aggregate, 50% of the Contract Price.

57. Blacklisting

- 57.1 If the Contractor fails / delays in 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 Purchaser may, at any time, without prejudice to any other right of action / remedy it may have, blacklist the Contractor, either indefinitely or for a stated period,

for future tenders in public sector.

- 57.2 If the Contractor is found to have engaged in corrupt or fraudulent practices in competing for the award of contract or during the execution of the contract, the Purchaser may, at any time, without prejudice to any other right of action / remedy it may have, blacklist the Contractor, either indefinitely or for a stated period, for future tenders in public sector.

58. Forfeiture of Performance Security

If the Contractor fails / delays in 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 Purchaser may, without prejudice to any other right of action / remedy it may have, forfeit Performance Security of the Contractor.

Failure to supply required items/services within the specified time period will invoke penalty as specified in this document. In addition to that, Performance Security amount will be forfeited and the company will not be allowed to participate in future tenders as well.

59. Termination for Default

- 59.1 If the Contractor fails / delays in 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 Purchaser may, at any time, without prejudice to any other right of action / remedy it may have, by written notice served on the Contractor with a copy to the Client, indicate the nature of the default(s) and terminate the Contract, in whole or in part, without any compensation to the Contractor. Provided that the termination of the Contract shall be resorted to only if the Contractor does not cure its failure / delay, within fifteen working days (or such longer period as the Client may allow in writing), after receipt of such notice.
- 59.2 If the Purchaser terminates the Contract for default, in whole or in part, the Purchaser may procure, upon such terms and conditions and in such manner as it deems appropriate, Goods / Services / Works, similar to those undelivered, and the Contractor shall be liable to the Purchaser for any excess costs for such similar Goods / Services / Works. However, the Contractor shall continue performance of the Contract to the extent not terminated.

60. Termination for Insolvency

If the Contractor becomes bankrupt or otherwise insolvent, the Purchaser may, at any time, without prejudice to any other right of action / remedy it may have, by written notice served on the Contractor with a copy to the Client, indicate the nature of the insolvency and terminate the Contract, in whole or in part, without any compensation to the Contractor.

61. Termination for Convenience

- 61.1 The Purchaser may, at any time, by written notice served on the Contractor with a copy to the Client, terminate the Contract, in whole or in part, for its convenience, without any compensation to the Contractor.
- 61.2 The Goods and the Services which are complete or to be completed by the Contractor, within thirty working days after the receipt of such notice, shall be accepted by the Purchaser. For the remaining Goods, the Purchaser may elect:
- 61.2.1 to have any portion thereof completed and delivered; and/or
- 61.2.2 to cancel the remainder and pay to the Contractor an agreed amount for partially completed Goods, Services, Works and materials / parts previously procured by the Contractor for the purpose of the Contract, together with a reasonable allowance for overhead & profit.

62. Force Majeure

- 62.1 Force majeure shall mean any event, act or other circumstances not being an event, act or circumstance under the control of the purchaser or of the contractor. Non-availability of materials/supplies or of import license or of export permit shall not constitute Force majeure. If by reasons of Force Majeure supplies cannot be delivered by the due delivery date then the delivery date may be extended appropriately by the purchaser keeping in view all the circumstances and requirements of the Purchaser.
- 62.2 The Contractor shall not be liable for liquidated damages, forfeiture of its Performance Security, blacklisting for future tenders, termination for default, if and to the extent his failure / delay in performance /discharge of obligations under the Contract is the result of an event of Force Majeure.
- 62.3 If a Force Majeure situation arises, the Contractor shall, by written notice served on the Purchaser with a copy to the Client, indicate such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Contractor shall continue to perform 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.

63. Dispute Resolution

- 63.1 The Purchaser and the Contractor shall make every effort to amicably resolve, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.
- 63.2 If, after thirty working days, from the commencement of such informal negotiations, the Purchaser and the Contractor have been unable to amicably resolve a Contract dispute, either party may, require that the dispute be referred for resolution by arbitration under the Pakistan Arbitration Act, 1940, as amended, by one or more arbitrators selected in accordance with said Law. The place for arbitration shall be Lahore, Pakistan. The award shall be final and binding on the parties.

64. Statutes and Regulations

- 64.1 The Contract shall be governed by and interpreted in accordance with the laws of Pakistan.
- 64.2 The Contractor shall, in all matters arising in the performance of the Contract, conform, in all respects, with the provisions of all Central, Provincial and Local Laws, Statutes, Regulations and By-Laws in force in Pakistan, and shall give all notices and pay all fees required to be given or paid and shall keep the Purchaser indemnified against all penalties and liability of any kind for breach of any of the same.
- 64.3 The Courts at Lahore shall have the exclusive territorial jurisdiction in respect of any dispute or difference of any kind arising out of or in connection with the Contract.

65. Taxes and Duties

The Contractor shall be entirely responsible for all taxes, duties and other such levies imposed make inquiries on income tax / sales tax to the concerned authorities of Income Tax and Sales Tax Department, Government of Pakistan.

66. Contract Cost

The Contractor shall bear all costs / expenses associated with the preparation of the Contract and the Purchaser shall in no case be responsible / liable for those costs / expenses. The successful bidder will provide legal stamp papers of relevant value according to Govt rules and regulations for signing of the formal contract.

67. The Client

- 67.1 The Client shall only carry out such duties and exercise such authority as specified in the Contract. The Client shall have no authority to relieve the Contractor of any of his obligations under the Contract, except as expressly stated in the Contract.
- 67.2 The Contractor shall proceed with the decisions, instructions or approvals given by the Client in accordance with these Conditions.
- 67.3 The Client shall conform with all the relevant clauses of this Tender Document to carry out all responsibilities assigned thereto in a timely manner.

68. Authorized Representative

- 68.1 The Purchaser, the Client or the Contractor may, at their exclusive discretion, appoint their Authorized Representative and may, from time to time, delegate any / all of the duties / authority, vested in them, to their authorized Representative(s), including but not limited to, signing on their behalf to legally bind them, and may, at any time, revoke such delegation.
- 68.2 The Authorized Representative shall only carry out such duties and exercise such authority as may be delegated to him, by the Purchaser, the Client or the Contractor.
- 68.3 Any such delegation or revocation shall be in writing and shall not take effect until notified to the other parties to the Contract.
- 68.4 Any decision, instruction or approval given by the Authorized Representative, in accordance with such delegation, shall have the same effect as though it had been given by the Principal.
- 68.5 Notwithstanding Clause 65.4, any failure of the Authorized Representative to disapprove any Goods or Services or Works shall not prejudice the right of the Client to disapprove such Goods or Services or Works and to give instructions for the rectification thereof.
- 68.6 If the Contractor questions any decision or instruction of the Authorized Representative of the Purchaser / the Client, the Contractor may refer the matter to the Purchaser / the Client who shall confirm, reverse or vary such decision or instruction.

69. Waiver

Failure of either party to insist upon strict performance of the obligations of the other party, under the Contract, shall in no way be deemed or construed to affect in any way the right of that party to require such performance.

70. Training

- 70.1 The Contractor shall arrange and undertake a comprehensive training program for the staff nominated by the Purchaser / the Client to ensure that they shall acquire a good working knowledge of the operation, and general maintenance of the Goods to be supplied under the Contract.
- 70.2 In case of non-compliance with instructions, non-cooperation or other difficulties experienced by the Contractor with regard to any of these personnel, the Contractor shall apprise the Purchaser / Client and proceed to implement suitable remedial measures after consultation with them.

71. Documentation

The Contractor shall furnish the user documentation, the operation manuals, and service manuals for each appropriate unit of the supplied Goods and other information pertaining to the performance of the Goods, in hard copy format, in soft copy format and in the form of on-line help, before the Goods are taken over by the Purchaser.

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 **[full legal name of the Purchaser]:**

For **[full legal name of the Contractor]:**

Signature

Signature

Name

Name

Witnessed By:

Witnessed By:

WITNESSES

Signature _____
CNIC # _____
Name _____
Designation _____
Address _____

Signature _____
CNIC # _____
Name _____
Designation _____
Address _____

72. Special Stipulations

SCHEDULE-A, SPECIAL STIPULATIONS	
For ease of Reference, certain special stipulations are as under:	
Tender Security	<p>The Contractor shall furnish the Tender Security as under:</p> <p>if Total Tender Price is less than or equal to PKR 100 Million, in the form of Demand Draft / Pay Order / Cash Deposit Receipt (CDR), in the name of the Purchaser; if Total Tender Price is more than PKR 100 Million, in the form of Bank Guarantee, issued by a scheduled bank operating in Pakistan, in the name of the Purchaser, as per the format provided in the Tender Document; for a sum equivalent to 2% of the Total Tender Price; denominated in Pak Rupees;</p> <p>Have a minimum validity period of ninety days from the last date for submission of the Tender or until furnishing of the Performance Security, whichever is later</p>
Performance Security	<p>The successful Contractor shall furnish Performance Security as under:</p> <p>within five (5) working days of the receipt of the Acceptance Letter from the Purchaser;</p> <p>in the form of a Bank Guarantee, issued by a scheduled bank operating in Pakistan, as per the format provided in the Tender Document;</p> <p>for a sum equivalent to 10% of the contract value;</p> <p>denominated in Pak Rupees;</p> <p>Have a minimum validity period of ninety days from the date of Award Notification or until the date of expiry of warranty period, whichever is later</p>
Delivery Period	Three (3) weeks from the issuance of Letter of Intent (LOI)
Liquidated damages for failure / delay in supply / installation / configuration of Goods / Services / Works by the Contractor	Liquidated damages shall be levied @ 0.25% of the Contract Price which is attributable to such part of the Goods / the Services / the Works as cannot, in consequence of the failure / delay, be put to the intended use, for every day between the scheduled delivery date(s), with any extension of time thereof granted by the Purchaser, and the actual delivery date(s). Provided that the amount so deducted shall not

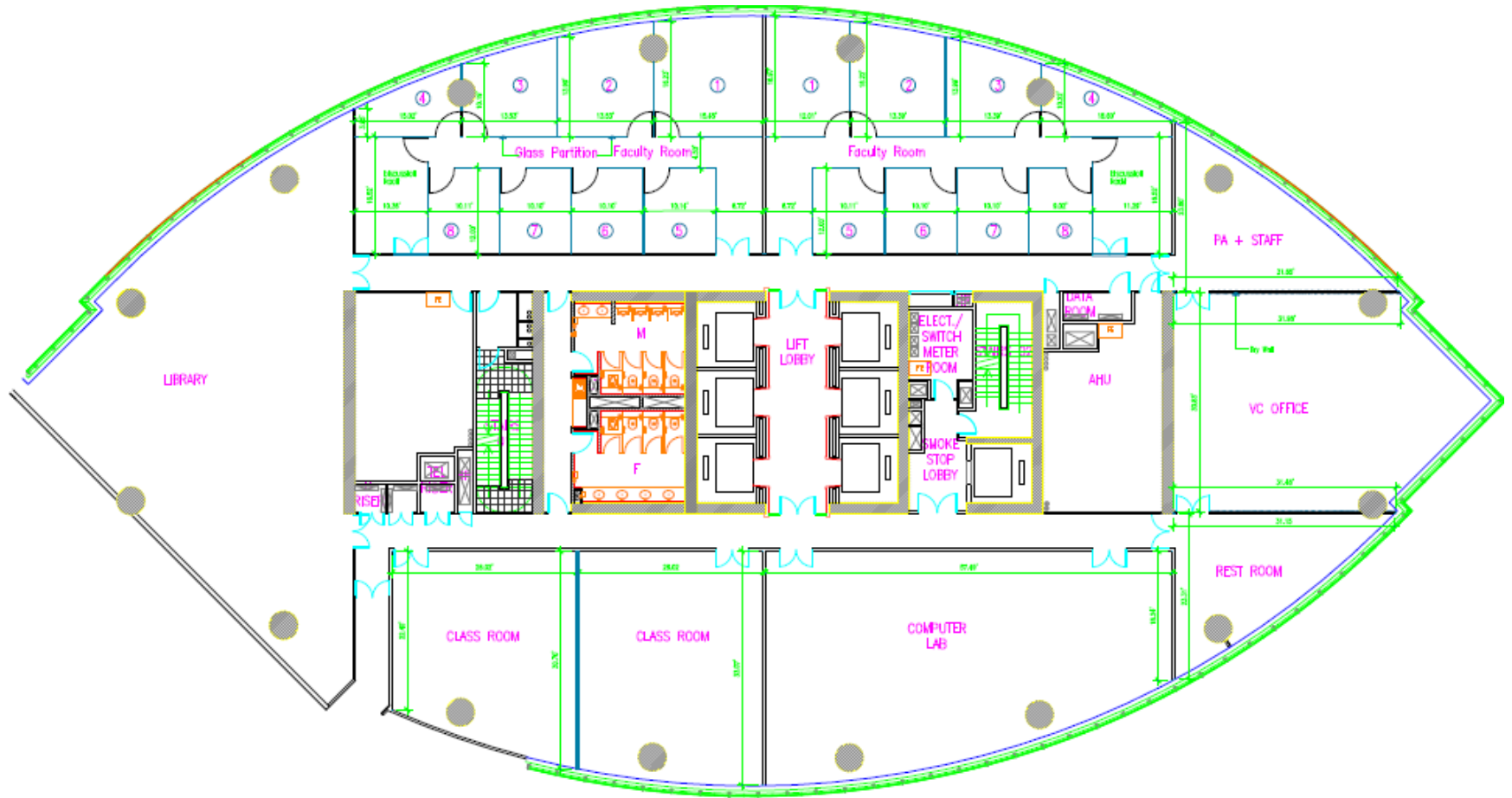
	exceed, in the aggregate, 50% of the Contract Price.
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TECHNICAL SPECIFICATIONS

SERVICES OF ELECTRICAL, HVAC, PARTITIONING AND INTERIOR WORK FOR ESTABLISHMENT OF INFORMATION TECHNOLOGY UNIVERSITY, PUNJAB AT LEVEL 6 OF ARFA SOFTWARE TECHNOLOGY PARK ON TURNKEY BASIS

- Execution of work will be carried out on 6th Floor (Tower Block) of ASTP (Arfa Software Technology Park)
- 6th Floor of ASTP tower area is 10924 Square Feet
- The firm will design the class rooms, library, Lab, Staff offices, VC office and Faculty cabins as per the draft design provided.
- The firm will execute the work on turnkey basis and will provide three years maintenance services on following term and conditions
- 1st Year- The item will be replaced under warranty term and conditions
- 2nd Year and 3rd Year the item will be repaired under warranty term and conditions
- The firm will supply all the items with complete deployment and fixing
- Please note all the given specifications are minimum and the prospective bidder may bid with higher specifications.

Draft Layout of the Level-6 of ASTP, Tower Block



Technical Specification for Partitioning & Interior

GYPSUM BOARD PARTITION

FULL HEIGHT ONE HOUR FIRE-RATED GYPSUM BOARD PARTITION

The full height one hour-rated gypsum board partition shall comprise of 81mm thick approved one hour fire-rated partition comprising of one layer of 16.0mm thick Plasterboard on both sides; screw fix onto 92mm x 35mm x 0.75mm BMT (Base metal Thickness) galvanized steel stud (P/N 144) at 600mm center with 92mm x 32mm x 0.75mm BMT galvanized steel bottom track fixed onto floor. Boards surface to be flushed finished and perimeter of wall to be sealed with approved sealant, all fixed in accordance to manufacture's instruction and recommendation.

PARTITION FRAMING

Studs- Steel Studs, roll formed from 0.75mm BMT (Base Metal Thickness), hot dipped galvanized steel (270 grams per m²galvanizing). Punch outs 25mm diameter. @ 600mm centers provided for installation of services. Flanges are knurled to prevent screw slippage.

- a) Stud width : 92mm
- b) Stud depth : 32mm

Top and bottom track (runner) P/N 125- wall track roll formed from 0.75mm BMT (Base Metal Thickness), hot dipped galvanized steel (270 grams per m²galvanizing). Flanges are angled at 8 degree to provide friction fit to hold stud in place, tracks to be supplied in minimum 3.0m lengths.

- a. Track width : 92mm
- b. Track depth : 35mm

Installation – partition layout should be marked accurately, checking individual measurements against overall dimension, Bottom and top track should be fastened to structural elements at 50mm in from each end of the track and spaced at max. 600mm centres with suitable masonry fastener (eg. Power actuated shot, nylon anchor or expanding anchor). Position studs vertically with open sides facing the same direction, engaging, the top and bottom track, and spaced 600mm max. centres. Allow an additional 5mm deflection gap for every 1000mm after 3000mm. studs are not to be fastened to top and bottom tracks, except boxed studs facing fire-door opening , which are pop-riveted to the tracks.

CAVITY INSULATION

All gypsum wall partitions shall be installed with rockwool insulation (40kg/m³) in wall cavity up to existing false ceiling height, cut neatly between studs to ensure no gaps and /or crushing or the insulation.

MATERIALS

Plasterboard shall conform to BS 476:Part 4: 1970, Type 5, or A.S.T.M. C36 Type X (specification for Gypsum wallboard) thickness 12.5mm and 15.0mm, 1220 wide and maximum length, tapered edges.

INSTALLATION

Check partition framing to ensure that it is plumb, level and square and in true alignment before installation of plasterboard sheets. Plasterboard sheets are always installed vertically. Plasterboard sheets are cut 20mm short, allowing for 10mm deflection to floor and ceiling. Position temporary offcuts between the floor and bottom of sheets prior to fixing. All gaps are to be sealed using sealant or cornice adhesive.

First side –Screw fasten plasterboard vertically to studs at edges only, centering abutting edges on stud flanges. Sheets should be installed by advancing in the direction opposite to the stud flange direction. (*Note: All Butt joints are to be staggered.)

Second side –Cut First sheet plasterboard 600mm wide to stagger joints to first side.Screw fasten this sheet and all subsequent full width sheets to all studs. Return to first side and screw fasten plasterboard to previously unattached studs. [*Note: All Butt joints are to be staggered].

FIXING REQUIRMENTS

Corrosive resistant 25mm needle point bugle head screws should be spaced in the body of the sheet on every stud at 300mm max. centres. Space screws at 200mm Max. centres on internal and external angles, sheets ends and edges, and at 300 max. centres around openings. Screws should be spaced not less than 10mm nor more than 16mm from edges and ends of plasterboard sheets. Ensure that plasterboard sheets are not fixed to deflection head track. Do not join plasterboard over doors or over/under windows.

JOINTING SYSTEM

A three-coat system is to be used for jointing, using perforated paper tape in accordance with manufacturer's instruction and recommendations.

EXTERNAL CORNERS

Fix galvanized external corner bead, with corrosive resistant screw at 300mm centres.

EXPANSION JOINTS

In long unbroken partition or wall runs, install expansion joint at maximum centres of 9.0m in accordance with manufacturer's instruction and recommendations.

STOPPING ANGLES

Where plasterboard linings abut dissimilar surfaces i.e. reinforced concrete, install galvanized stopping angle in accordance with manufacturer's instruction and recommendations.

NOGGINS

Noggins are required as headers above doorways, for reinforcement behind fixture attachments and where special circumstances require additional stiffening of the frame. Noggins are formed from lengths of steel track approximately 100mm longer than the stud spacing. Cut the track flanges at approximately 45 degrees and bend the track ends at right angles to fit between the studs. Position and fasten with stud crimper or as is necessary for fire door application with pop rivets.

PAINTING TO SURFACE OF ONE HOUR FIRE-RATED GYPSUM BOARD PARTITION SURFACE

All surfaces shall be allowed to mature for minimum period of two weeks prior to painting.

Unless otherwise specified all plastered surfaces shall be painted with a priming coat of oil based alkali resistant primer sealer to be followed by two finish coats of PSB approved acrylic emulsion.

Glass and Aluminum Partition Wall Products

Aluminum section of approved design with 2.0 mm thick to provide partition walls and doors, the thickness of the Glass used not less than 8.0/12 mm. the Glass will be tempered and will be provide opaque look on both sides

Specification for Electrical Work at 6th Floor

DETAILED DESIGN AND LOCALIZATION

The contractor shall carry out detailed design and localize to suit local authorities requirement. The contractor shall engage qualified personal to endorse the design and make submission to authorities for approval.

LOW VOLTAGE CABLES WIRING

The electrical installation shall comply with the latest requirement of local authorities. Unless otherwise stated, all low voltage cables of the following types shall conform to all the regulation of power supply authorities/companies (the authorities) and the following standers.

PVC to Bs 6346

PVC/PVC to BS6346

XLPE to IEC 502

FR to IEC 331

The cable voltage design shall be 600/1000v unless otherwise specified. All cables shall be copper conductor complying with the current authorities requirement. The minimum size of cable shall be 1.5 mm² multi-standard.

Circuits for lighting and switch socket outlet point may use pvc unsheathed cables all other circuits shall use sheathed cables.

Use only cable which have been tested by international testing bodies and conform to the respective standard and to the authority's requirement.

The type of cables insulations in general are as shown in the drawings. All cables run on trays or by other exposed methods shall be of the pvc sheathed type (PVC/PVC or XLPE/PVC) or FR as stated.

Unless otherwise approved, all cabling shall be run in the metal conduits or metal trucking's or metal cable trays; no cable shall be run bare on surfaces.

All cables and wires shall be adequately supported and so arranged that there is no appreciable mechanical strain on any cable termination. The support of cables and wires in general, shall comply to local authorities requirement. All cable runs exceeding 15m vertically shall be installed on cable trays and secured with cable ties at regular interval.

No cable to cable joints is allowed unless approved by the engineer, in which case all joints shall be made in joint boxes, to he engineer 's approval and manufacture's recommendation.

The internal radius of every cable bend shall be to the local authority's requirement.

The removal, alteration or diversion of cables, sewers drain conduits and the like shall normally be avoided.

LIGHTING INSTALLATION

All light fittings shall complete with tubes, luminaires, ballasts for discharge lamps and control gears, all of the same brand, to form a complete system. All light fitting for electric discharge and tubular fluorescent lamps shall comply with BS 4533.

Mockup all the architectural light fitting. The mockup may be done in a room if site condition dose not permit onsite mockup.

All fluorescent fittings shall be equipped with low-loss ballast of losses not higher than 6.3w and electronic starter, all to the approval of The Engineer. All ballast for fluorescent light fittings shall comply with standard and to local authorities' requirement.

Unless otherwise indicated, all public fluorescent light fittings shall be complete with lockable anti-theft steel wire guards. Provide 4 sets of master keys.

The emergency light fittings shall be designed and constructed to the local authorities' requirement.

Submit test certificates from approved testing bodies, to certify the performance of the light fitting especially the temperature performance characteristic of the sealed battery.

The exit light fittings shall be of luminaries' classification of CoD50 in accordance with the local authorities requirement. The shall be of the maintained type or sustained type as located light fitting shall consist of 1X8 W and 2X8 W fluorescent fitting for maintained type and sustained respectively, and powered by self contained batteries with built-in inverter and battery charger all to the requirement in IEC 598-1 and IEC 598-2-22.

The dimensions and color of all exit directional signed shall confirm to the specification required in the latest local authorities' requirement.

The power supply unit shall be protected against damage from AC supply system transient all components shall be securely fixed in position. Printed circuit tracks and conductor shall also protected against corrosion, dust and humidity and the relays shall be plastic covered type with protect against dust

All emergency lights fitting shall be identified with approved stickers so as to distinguish them to the normal light fitting, all in accordance with the latest local authorities' requirement. In addition to following information shall be enclosed.

- a. The type of capacity of batteries
- b. The brand/ model and serial number
- c. Identification of battery charger and test facility indication lamps
- d. The maximum current/voltage rating of the circuitry

The emergency light fitting shall be provided with adequate ventilation so that the temperature raise inside the fitting housing shall no be more then 10° C above ambient temperature of 30° C under any

operating circumstances. Ventilation openings if any, shall be provided with fine wire mesh to prevent ingress if insects.

The batteries shall be of sealed nickel-cadmium type complying with IEC 285 designed for emergency/standby use and they shall be fitted with self –resealing gas vents.

The capacity of the batteries shall be sufficient to maintain the luminaries and adequate illumination for a period of not less than one hour under emergency operation.

The batteries shall be legibly and durably marked with the ampere hour capacity specified by the manufacturer and conform to the requirements of the latest local authorities requirement.

Ensure that all nickel cadmium batteries for emergency lightings are high temperature type (60 degrees C minimum) types. Temperature test certificate for all light fittings shall be submitted upon request. In addition, the batteries shall be able to operate under any position.

All the emergency light fittings including the EXIT signed shall be circuited separately from the normal light circuit.

All fittings shall be those specially designed for car parks and driveways and to the requirement of BS EN 60598-2-3.

The body and all metal parts of the light fitting shall be resistant corrosion. The light fittings including all accessories shall be constructed of met acrylic or other approved material to prevent under deterioration on their safety, performance or appearance for a period of minimum 10 years.

Whenever a material, item, article or product is specified by trade name, manufactures name or catalogue reference, the contractor may use its equivalent in the works subject to Engineer’s approval.

The finishes all fitting shall match the finishes of the surrounding and in all cases; the finishes and color of the fitting shall be standard throughout the installation, unless otherwise approved.

Accessories such as switches, socket outlet etc for concealed wirings shall be flush mounted unless otherwise indicated.

Metal –clad accessories shall be used at all common areas like switch room, lift and pump rooms etc unless otherwise indicated. Ferrous parts of the accessories shall be adequately rust protected. Those accessories mounted outside a building or subject to continuous wet or damp condition, shall be weatherproof.

All accessories specified shall be completed with necessary standard fixture to form a complete installation.

Switch boxes, socket outlet boxes and similar item shall comply with BS4662.other items shall be approved by the engineer. Where flush mounted accessories are used, they shall be supplied with standard plaster depth steel boxes to suit the installation.

Switches shall comply with the local competent authority’s requirement and shall be suitable for use on inductive resistive loads. Their rating shall be as indicated with minimum 10A. They shall be single pole

type unless otherwise indicated and where mounted adjacent to each other, they shall be grouped as a multi gang switch.

Single-phase socket outlet shall be 13A and with earthing pins complying with local competent authority requirement.

Weatherproof socket outlets shall be provide with the push-on cap retaining ring and plugs. All plugs for weatherproof outlets shall be handed to THE Engineer at the completion of installation.

Conduit

Conduits shall be run concealed either in wall or false ceilings, except those for utilities rooms and other low profile areas where surfaced conduits are allowed. Avoid casting conduits in ceiling slabs. All surfaces conduits shall also be of the earthed GI type. all conduits concealed in false ceilings are to be the earthed GI type. Where PVC conduits are to be proposed, they shall comply BS 6099 and BS 4607 may be used. Flexible conduits shall comply with BS 731. Conduits shall be run either truly vertically, horizontally or parallel with the feature of the building. Surfaced conduits shall be supported at regular intervals not exceeding 1.2m on horizontal runs and 1.5m on vertical runs. All fixing screws for saddle shall be of anti-rust steel. All conduits boxes shall be fixed to structure of the building independently of the conduits.

The ends of conduits shall be so finished as to prevent abrasion of the cable insulation when cables are being drawn in and out of the conduits. PVC or rubber bushes shall be used at exposed ends of the conduit.

The number of cables permitted to be drawn in the conduit shall comply with the space factor local authorities' requirement.

Submit the as-built underground cable route plans in the as-built drawings.

Cable Tray and Ladder

The cable trays are formed from plain sheet steel complying with BS 1449 Part 1 and have dimensions specified below unless otherwise approved. The minimum height of the flange is 14mm.

The nominal thickness of the perforated cable tray shall conform to the following:

Nominal Width in mm	Nominal thickness of steel sheet in mm
100	1
150	1
200	1
300	1.5
450	1.5
600	1.5

All bends are of the same material, thickness and finish as the cable tray and shall have an inner radius of 50mm and a straight length of 100mm at each ends.

Tees shall be of the same material, thickness and finish the same as the tray.

Fixing screws for cable tray and fixture joints shall be mushroom-head steel roofing bolts and nuts.

Cable trays shall be cut along a line of plain metal i.e. not through the perforations. All cut edges of galvanized cable tray shall be prepared and treated with rich zinc paint.

Site fabrication of accessories shall be kept to minimum and manufactures standard items shall be used. Where special sections are required to be fabricated, the material thickness and finish are to be as specified for standard items.

Holes cut in cable tray for the passage of cables shall be provided with rubber bushings or linings.

Fixing brackets for cable tray shall be spaced not exceeding 1.2m apart and at 230mm from bends and intersection.

Fixing brackets shall be fabricated from flat mild steel bar or angle steel of adequate strength. Fixing brackets and screws shall be treated for anti-rust or alternative form from material having hot-dip galvanizing.

Distribution Board

the rated voltage of the distribution board shall be not less than 400 volt between poles.

Unless otherwise indicate or approved by engineer enclosure to house DB shall be of metal and shall be dust protecting type.

Dust protecting enclosure of the steel or ferrous material shall be adequately rust protected and shall be spray painted finished as specified. Weather proof type shall be provided with hot-dipped galvanized or sherardized coating. Over ground boxes (O G boxes) shall be aluminum construction to the approval of Engineer unless otherwise approved.

Except for those enclosures located within the switch rooms and behind locked doors or cabinets, all enclosure shall have facilities for locking unless approved by Engineer.

Enclosure for equipment operated on 230 volt shall be arrange so that before and access is gain to the light parts, a warning of maximum voltage present is clearly visible. The marking or labeling of such shall be of the standard type to Engineer approval.

All circuit, fuses and circuit breakers shall be labeled in accordance to their location and function.

All MCCB and MCB shall be of approved type and manufactured to IEC 947-2. MCCB and MCB shall be site rated for uninterrupted continuous service based on ambient temperature of 40 C.

Operating mechanism shall be constructed to operate all poles in a multi pole breaker during opening, closing and trip condition.

Residual current circuit breaker RCCB shall be current operated type and independent of voltage with the tripping time not exceeded 0.1 second and current tripping limit not exceeded to 30mA.

Each distribution board have a neutral bus bar and earth and outgoing terminal for each of the conductor connected to it and circuit shall be arrange such that the neutral conductor are connected in the same order and same orientation as the fuse or circuit breaker protecting the outgoing circuit.

List of Brands for Electrical Equipment

Equipment	Brand 1	Brand 2	Brand 3
Distribution Board	SEIMENS	PEL	Electric
Cables	Pakistan Cable	New Age	Poineer
Switch Socket, Floor Box etc.	Legrand (France)	Clipsol (Australia)	MK (England)
Light Fitting	Philips	Osram	Thorn
Conduit	Jamal	Hafiz	BBJ
Cable Tray and Ladder	PEL	Electich	NBI
MCCB and MCB	Seimens	Legrand	ABB
PVC pipe	Beeta	Popular	Adam Gee

HVAC DUCTWORK AND AIR DIFFUSION EQUIPMENT SPECIFICATIONS

DUCTWORK

All ductwork shall be constructed in accordance with SMACNA's guide for ductwork construction.

The Contractor shall provide ductwork leakage testing including test reports in accordance to the latest edition of SMACNA or DW 143 to all main supply and exhaust ductworks.

The duct thickness shall be minimum 1.22 mm thick.

The high velocity ducts shall be constructed in accordance with the SMACNA High Velocity Duct Construction Standards or approved equivalent standards. Longitudinal seams in ducts shall be Pittsburgh lock or approved equivalent or grooved seams sealed with fire resisting sealant and centre punched at no greater than 300 mm intervals. Rectangular duct take-offs from rectangular ducts shall be radiused branch fittings with a square back edge and front edge with a radius of not less than the duct width.

Approved gusseted branch fittings may be used as an alternative to radiused branch fittings. Take-offs from circular ducts shall be coned type with an angle of 120 degrees. Plenum to duct connections shall be fitted with a coned or tapered section to reduce entry losses.

Additional C-channel or angle stiffeners on 4 sides of all ductwork exceeding 2m in width shall be provided to prevent duct vibration to the satisfaction of the S.O. The construction of negative pressure ductwork shall be submitted for approval.

EXTERNAL INSULATION

All air ductwork shall be externally insulated with fibre glass with factory applied double sided aluminum foil vapor barrier having fiber glass reinforcement. The insulation material shall have a thermal conductivity of not more than 0.0332W/m²K at a mean temperature of 24°C.

The insulation thickness and density shall be 25mm thick, 32kg/m³

Flexible Duct

Flexible round duct shall be of factory fabricated from reinforced fabric mechanically interlocked by a corrosion resistant metal spiral helix on the outside of the fabric. A minimum of 25Mm x 32kg/m³ fibreglass insulation shall be factory applied and sheathed with an outer aluminized vapour barrier reinforced with fiberglass scrim. The flexible round duct shall comply with BS 476 Part 6 and 7 and shall not be more than 4 meters long.

AIR DIFFUSERS AND DEVICES

General

Air quantity as shown in the drawings is only given as a guide and as a minimum. The Contractor shall adjust by increasing the quantity on site to suit the space, temperature and NC level required.

The selection and location of the diffusers shall also achieve an Air Diffusion Performance Index (ADPI) of not less than 80% according to the definitions and parameters as found in the ASHRAE Fundamentals Handbook 1993.

The locations of air diffusers as shown on the drawings are indicative only. The Contractor shall co-ordinate with ceiling layout for final position. No additional cost claims will be entertained for final position adjustment.

All diffusers, louvers, registers, grilles, linear diffusers, etc shall be batch tested in accordance to the Air Diffusion Council (ADC) and ASHRAE Standard.

All diffusers, louvers, registers, grilles, linear diffusers, etc selected shall during operation comply to the noise criteria as stipulated by the local codes/other relevant standards and the satisfaction of the engineer. Area where condensation may occur on the air diffuser, special treatment/anti-condensation paint shall be applied to the air diffuser. The colour of the air diffusion equipment shall be determined by the engineer during the course of construction. No additional cost will be entertained for any changes in the colour selection.

The Contractor shall remove the air diffuser after installation for special treatment/apply anti condensation paint and install back the diffuser after the commissioning of the air-conditioning system if condensation occurs. All cost shall be deemed to be included in the lump sum tender.

Thermal acoustic engineered plenum shall be provided to each supply air linear slot diffuser with inlet sized for air velocity not exceeding 3.0 metre per second through the flexible duct. The plenum shall be purposely designed with equalizer to provide uniform distribution of airflow and minimized regenerated noise.

The plenum shall be lined with minimum 25 mm thick 32 kg/m³ fiberglass insulation laminated with aluminum foil to prevent erosion.

When viewed from the conditioned spaces the appearance of the slot diffusers shall be that of a continuous diffuser.

Where the ends of each module butt together, "alignment pins" "guides shall be used so that the joint in each and every case is perceptible as a very thin line. Any misalignment will be rejected.

All supply and return linear slot diffusers shall be completed with adjustable air pattern control blade.

The air pattern control blade in each slot shall be adjusted independently from the face of diffuser to balance the air discharge or complete blank off on inactive sections of the diffuser.

The frame and blades shall be constructed of corrosion resistance aluminum alloy.

Volume Control Damper

All volume control dampers shall be of the opposed blade type.

All air diffusing terminals shall be fitted with airfoil blade volume control damper. The damper casing shall be constructed of high quality from 1.0 to 2.0 mm thick corrosion resistant galvanized steel.

Blades shall be constructed of double-skinned, 1.0 to 1.2 mm thick, airfoil shaped corrosion resistant galvanized steel. Blades axles shall be constructed of shaft externally mounted to linkage mechanism to prevent slipping. The blades axles shall pivot on the two-part nylon bearings to prevent seizure over prolong period of operation. Blade linkage is externally mounted on the shaft, out of the air stream.

Each damper shall be equipped with heavy gauge steel gear-action type operator with hand wheel that provides precise control of airflow.

All performance data submitted shall be tested generally in accordance to Air Movement and Control Association – AMCA 500.

Non-Return Damper

All non-return dampers shall be of light gauge galvanised sheet steel and of sturdy construction with spindles running freely in oil impregnated bronze or other approved type of bearings.

Damper blades shall be tipped with 6.35mm felt to ensure silent operation with a low leakage factor.

The damper manufacturer shall certify that, when the dampers are fully-closed and holding against a differential pressure of 1000 Pa, the leakage through the damper shall not exceed 0.10 m³/s per square-metre of damper face area.

Noise

Sound power level in each octave band 2 through 6 shall not exceed the following when operating at the rated air flow with 125 Pa (0.5" wg) static pressure across the terminal unit:

Office Area

Frequency, Hz	125	250	500	1000	2000
Radiated Noise (dba)	58	52	45	41	40
Discharge Noise (dba)	63	56	50	46	44

Lobby Area

Frequency, Hz	125	250	500	1000	2000
Radiated Noise (dBA)	63	56	50	46	44
Discharge Noise (dBA)	67	61	55	51	49

TIME SCHEDULE

Three (3) weeks from the issuance of Letter of Intent

Annexure-B

Technical Proposal Submission Form

[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/Tender Document dated _(insert date)_ and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal and the Financial Proposal sealed in two separate envelopes.

We undertake, if our Proposal is accepted, to provide supply of _____related to the assignment.

We also confirm that the Government of Pakistan / Punjab has not declared us, or any, 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 we are aware of the relevant provisions of the Proposal Document.

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

We remain,

Yours sincerely,

Authorized Signature

(In full and initials)

Name and Designation of Signatory

Name of Firm

Address

Annexure-C

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)_ 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 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 / 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-D

Price Schedule/ Financial Cost Sheet

S.No.	Item Description	Units	Price per unit (Excluding all taxes)	Total Taxes	Unit Price (Including all taxes)	Total Cost (No. of units x unit cost) (including all taxes)
						X

X will determine the total bid cost

Total Cost (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.

Annexure-E
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 provide the items/services comprise in the contract within time frame specified, starting 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 to clearly state that we qualify for this work as our company meets all the pre-F criteria indicated on your tender document. The details are as under:

Authorized Signatures with Official Seal

Annexure-F

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 authorize 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:

Annexure-G

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:

Annexure-H

AFFIDAVIT

Integrity Pact

We _(Name of the bidder / supplier)_ being the first duly sworn on oath submit, that Mr. / Ms. _____ (if participating through agent / representative) is the agent / representative duly authorized by _(Name of the bidder company)_ hereinafter called the Contractor to submit the attached bid to the _(Name of the Purchaser)_. Affiant further states that the said M/s (Bidding Firm/Company Name) has not paid, given or donate or agreed to pay, given or donate to any line officer or employee of the _(Name of the Purchaser)_ any money or thing of value, either directly or indirectly, for special consideration in the letting of the contract, or for giving undue advantage to any of the bidder in the bidding and in the evaluation and selection of the bidder for contract or for refraining from properly and thoroughly maintaining projects implementations, reporting violation of the contract specification or other forms of non-compliance.

Signature & Stamp

Subscribed and sworn to me this _____ day of _____ 20__

Notary Public

Annexure-I

TENDER SECURITY FORM

WHEREAS [Name and Address of the Contractor] (hereinafter called "the Contractor") has submitted Tender against Tender Name/. _____ (hereinafter called "the Tender") to the [Name and Address of the Purchaser] (hereinafter called "the Purchaser") for the Total Tender Price of PKR (in figures _____) (in words _____).

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 withdraws the Tender during the period of the Tender validity specified by the Contractor on the Tender Form; or
2. If the Contractor does not accept the corrections of his Total Tender Price; or
3. If the Contractor, 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.

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 furnishing of the Performance Security, whichever is later.

Date this _____ day of 2012.

GUARANTOR

Signature _____

CNIC # _____

Name _____

Designation _____

Address _____

Annexure-J

PERFORMANCE SECURITY

Issuing Authority:

Date of Issuance:

Date of Expiry:

Claim Lodgment Date:

WHEREAS [Name and Address of the Contractor] (hereinafter called "the Contractor") has agreed to supply the Goods and render the Services against Tender Name/ 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, within seven working days of the receipt of the Acceptance Letter from the Purchaser, in the form of a Bank Guarantee, issued by a scheduled bank operating in Pakistan, as per the format provided in the Tender Document or in another form acceptable to the Purchaser, 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 or all obligations have been fulfilled in accordance with the Contract, whichever is later.

Date this _____ day of 2012.

GUARANTOR

Signature _____

CNIC # _____

Name _____

Designation _____

Address _____

Annexure-K

Financial Capacity of the Bidder

Additionally, the following financial data form shall be filled out for the Bidder. The Purchaser reserves the right to request additional information about the financial capacity of the Bidder. A Bidder that fails to demonstrate through its financial records that it has the financial capacity to perform the required Supply/Services may be disqualified.

Financial Information	Historical information for the previous three years (most recent to oldest in (PAK Rupees))		
	Year 1 (Year)	Year 2 (Year)	Year 3 (Year)
Information from Balance Sheet:			
(1) Total Assets (TA)			
(2) Current Assets (CA)			
(3) Total Liabilities (TL)			
(4) Current Liabilities (CL)			
Information from Income Statement:			
(5) Total Revenue (TR)			
(6) Profits before Taxes (PBT)			
Net Worth (1) – (3)			
Current Ratio (2) / (4)			

Provide information on current or past litigation or arbitration over the last three (3) years as shown in the form below.

Litigation or arbitration in the last three (3) years: No: _____ Yes: _____ (See below)

Litigation and Arbitration During Last three (3) Years

Year	Matter in Dispute	Value of Award Against Contractor in PAK Rupees
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Authorized Signatures with Official Seal