Package-4

SCHEDULE OF REQUIREMENTS
LV CABLES & CABLE TRAYS
ELECTRICAL WORKS

INTERNATIONAL ENGINEERS

Sr. No.	Description	Qty	Unit	Rate	Amount
1.0	***LV CABLES***				
1.01	Supply, Laying & Connecting up of 600/1000 volt grade 90°C single /4/3.5/2 core LSZH insulated and LSZH sheathed **copper conductor** cables as specified, **make FAST/NEWAGE/POINEER/ PAKISTAN/FR/COPPER GAT Cable** or approved equivalent of following size including copper thimble and heat shrinkable colour sleeves.				
	Note:- Cables shall be purchased as per actual measurements at site.				
i)	4 core 16mm2 LSZH insulated and LSZH sheathed copper conductor cable.	250	Meter		
ii)	4 core 10mm2 LSZH insulated and LSZH sheathed copper conductor cable.	825	Meter		
iii)	3.5 core 300mm2 LSZH insulated and LSZH sheathed copper conductor cable.	185	Meter		
iv)	3.5 core 35mm2 LSZH insulated and LSZH sheathed copper conductor cable.	150	Meter		
v)	3.5 core 25mm2 LSZH insulated and LSZH sheathed copper conductor cable.	50	Meter		
vi)	Single core 300mm2 LSZH insulated and LSZH sheathed copper conductor cable.	80	Meter		
vii)	Single core 185mm2 LSZH insulated and LSZH sheathed copper conductor cable.	375	Meter		
1.02	***EARTHING CABLE (GREEN COLOUR)***				
ix)	Single core 16mm2 LSZH insulated copper conductor cable	350	Meter		
x)	Single core 10mm2 LSZH insulated copper conductor cable	825	Meter		
1.03	***EXTERNAL LIGHT CABLES***				
	Supply, Installation and Connecting up of 300/500 Volt grade 3/4-Core PVC/PVC copper conductor cables with specified cables as PC (Protective conductor), **make FAST/NEWAGE/POINEER/ PAKISTAN/FR/COPPER GAT Cable** or approved equivalent to be drawn in given PVC conduits buried under Floor/Ground complete in all respects.				
i)	3 core 6mm2 PVC/PVC cable.	60	Meter		
ii)	3 core 4mm2 PVC/PVC cable.	200	Meter		
iii)	3 core 2.5mm2 PVC/PVC cable.	50	Meter		

Sr. No.	Description	Qty	Unit	Rate	Amount
iv)	4 core 16mm2 PVC/PVC cable+1x16mm2 single core PVC cable as PC.	75	Meter		
1.04	***TERMINATION KITS***				
	Supply and Installation of termination kits **make RAYCHEM/3M** or approved equivalent of following sizes cables.				
i)	4 core 16mm2 cable.	20	Each		
ii)	4 core 10mm2 cable.	50	Each		
iii)	3.5 core 300mm2 cable.	5	Each		
iv)	3.5 core 240mm2 cable.	6	Each		
v)	3.5 core 35mm2 cable.	4	Each		
vi)	3.5 core 25mm2 cable.	2	Each		
vii)	Single core 300mm2 cable.	4	Each		
viii)	Single core 185mm2 cable.	40	Each		
ix)	Single core 16mm2 cable.	30	Each		
x)	Single core 10mm2 cable.	50	Each		
1.05	Supply, Fabricating & Installation of following sizes electrostatic painted **16-SWG G.I. perforated cable trays with cover** including supports ceiling hanger/wall brackets, bend, tee, joints cable entry brass glands as required, **earthing jump connections with 6mm2 cable on both sides of cable tray at every joint**, nut bolts etc, complete in all respects.				
i)	9"x3" cable tray with cover.	75	Meter		
ii)	12"x3" cable tray with cover.	150	Meter		
iii)	6"x3" cable tray with cover.	100	Meter		
	SUB TOTAL SECTION (1.0)				

The Federation of Pakistan
Chambers of Commerce & Industry

ISLAMABAD

BIDDING DOCUMENTS

For

NATIONAL COMPETITIVE BIDDING

PACKAGE-4

FOR PROCUREMENT OF LV CABLES & CABLE TRAYS

Price: Rs.5,000/-

The Federation of Pakistan
Chambers of Commerce & Industry

Invitation for Bids/Quotations For Package-4
(For procurement of LV Cables & Cable Trays)

Bid Ref No. FPCCI 01/2020

1. Federation of Pakistan Chamber of Commerce and Industry (FPCCI), Islamabad invites sealed bids from the original manufacturers/ authorized distributors in Pakistan, registered with Income Tax & Sales Tax Dept. for Supply and Installation of LV Cables & Cable Trays.

2. Interested bidders may obtain bidding documents, containing detailed terms and conditions & specifications of required item from the office of the **Secretary General, the Federation of Pakistan Chambers of Commerce & Industry, Federation House, Block-5, Main Clifton, Karachi Ph.:- 021-35873691-94,** on submission of written application. Price of the bidding documents is Rs. 5,000/- (PO/DD favoring FPCCI non refundable). The procurement shall be completed in accordance with PPRA Rules 2004.The advertisement & bidding documents are also available on www.fpcci.org.pk free of cost. However, the applicants must register with FPCCI for any future communication.

3. A single package for each containing Technical and Financial proposal, in separate envelopes, duly signed, stamped, sealed and in complete conformity with tender document should reach **the Federation of Pakistan Chambers of Commerce & Industry, Federation House, Block-5, Main Clifton, Karachi Ph.:- 021-35873691-94 on or before Tuesday 07th July, 2020, at 11:00 am**. Tenders will be opened at 1200 noon on the same day in the presence of bidders/representatives who choose to attend, at FPCCI Head Office, Karachi. Late tenders will be rejected and returned unopened to bidders.

4. Bidders are advised to visit the site for physical inspection of the building /site etc. FPCCI staff can assist.

5 Bidders must ensure that all the required documents indicated in the Bidding Documents are submitted with the bid without fail. Incomplete bids or bids received without undertakings, valid documentary evidence, supporting documents or are not sealed, signed or stamped, late or submitted by other than specified mode will not be considered. Single stage two envelope procedure of open competitive Bidding will be followed.

6. Income/sales tax registration certificate, PEC certificate and other documents as mentioned in bidding documents must accompany the bids. Taxes will be deducted as per Government of Pakistan rules.

7. The bid security at the rate of 2% of the total Quoted value in the shape of call deposit or a bank guarantee issued by a scheduled bank in the name of the Federation of Pakistan Chambers of Commerce & Industry (FPCCI), Karachi must accompany with the offer Tender.

8. The bidder must submit followings:-

- i) Copy of enrollment with PEC and renewed for the year 2020 in the required category (CAT-6 in the field of EE-04).
- **ii) List of complete permanent business management, finance management & engineering/technical staff with their complete bio data and proof of stay with the firm.**
- iii) Year of establishment supported by certificate from registrar of the firms.
- iv) Details of similar projects completed by the firm/contractor in last 05 years showing location, contact details, purchase orders and approximate cost of project which will be verified from individual client.

Secretary General
The Federation of Pakistan Chambers of Commerce & Industry
Federation House, Block-5, Main Clifton, Karachi
Tel: 021-35873691-4

The Federation of Pakistan
Chambers of Commerce & Industry

BIDDING DOCUMENTS

For

<u>NATIONAL COMPETITIVE BIDDING</u>

(*For procurement of LV Cables & Cable Trays)*)

Part One	I. Instructions to Bidders(ITB) II. Bid Data Sheet (BDS)
Part Two	I. Schedule of Requirements II. Technical Specifications III. Standard Forms
Part Three	I. General Conditions of Contract (GCC) II. Special Conditions of Contract (SCC)

FEDERATION OF PAKISTAN CHAMBER OF COMMERCE AND INDUSTRY
<u>ISLAMABAD</u>

July, 2020

Part One

Section I. Instructions to Bidders (ITB)

Instructions to Bidders (ITB)

A. Introduction

1. Name of Client and address

1.1 Federation of Pakistan Chamber of Commerce and Industry (FPCCI), Sector G-8/1, Islamabad.

2. Eligible Bidders

2.1 General Sales Taxes Registered.

2.2 Active National Tax Number Registered.

2.3 The bidder must submit.

- i) Company's audit report for last three years.
- ii) Last three years tax return.
- iii) Bank statements of last three years.

2.4 Registered with PEC in relevant category & field.

2.5 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Pakistan in accordance with ITB Clause 31.1.

3. Cost of Bidding

3.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Client named in the Bid Data Sheet, hereinafter referred to as "the Client," will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. The Bidding Documents

4. Content of Bidding Documents

4.1 The Goods & services required, bidding procedures, and contract terms are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents include:

- **(a) Instructions to Bidders (ITB)**
- **(b) Bid Data Sheet (BDS)**
- **(c) General Conditions of Contract (GCC)**
- **(d) Special Conditions of Contract (SCC)**
- **(e) Schedule of Requirements**
- **(f) Technical Specifications**
- **(g) Bid Form and Price Schedules**
- **(h) Contract Form**

4.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required in the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of the bid.

5. Clarification of Bidding Documents

5.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Client in writing at the Client's address indicated in Bid Data Sheet (BDS). The Client will respond in writing to any request for clarification of the bidding documents which it receives no later than five (05) days prior to the deadline for the submission of bids prescribed in the Bid Data Sheet. Written copies of the Client's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders that have received the bidding documents, directly from the client.

6. Amendment of Bidding Documents

6.1 At any time prior to the deadline for submission of bids, the Client, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding documents by amendment, without substantially changing nature of procurement.

6.2 All bidders that have purchased the bidding documents, from the Client, will be notified of the amendment in writing which will be binding on them.

6.3 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Client, at its discretion, may extend the deadline for the submission of bids.

C. Preparation of Bids and Bidding Procedure

7. Language of Bid

7.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Client, shall be written in the language specified in the Bid Data Sheet.

8. Documents Comprising the Bid

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

(a) a Bid Form, specifications and a Price Schedule completed in accordance with ITB Clauses 9, 10, and 11; and

(b) Bid security furnished in accordance with ITB Clause 13.

(c) Single stage one envelope bidding procedure will be adopted.

9. Bid Form

9.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the Goods to be supplied& services to be carried out, a brief description of the Goods+ services, quantity, and prices.

10. Bid Prices

10.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the Goods it proposes to supply under the contract.

10.2 Prices indicated on the Price Schedule shall be delivered duty paid (DDP) i.e. inclusive of all applicable taxes, prices. The price of other (incidental) services, if any, listed in the Bid Data Sheet will be entered separately.

10.4 The Bidder's separation of price components in accordance with ITB Clause 10.2 above will be solely for the purpose of facilitating the comparison of bids by the Client and will not in any way limit the Client's right to contract on any of the terms offered.

10.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A bid submitted with an adjustable price quotation will be treated as nonresponsive and will be rejected two or more prices for a single item will be treated as non-responsive.

11. Bid Currencies

11.1 Prices shall be quoted in Pak Rupees unless otherwise specified in the Bid Data Sheet.

12. Documents Establishing Bidder's Eligibility and Qualification

12.1 Pursuant to ITB Clause 8, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.

12.2 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Client's satisfaction:

(a) The Bidder meets the qualification criteria listed in the Bid Data Sheet.

13.
(i) Bid Security
(ii) Performance Guaranty

13.1 Pursuant to ITB Clause 8, the Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet.

13.2 The bid security is required to protect the Client against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 13.7.

13.3 The bid security shall be in Pak. Rupees and shall be in one of the following forms:

(a) Irrevocable en-cashable call-deposit/bank draft/pay order in name of the Client given under ITB clause 13.1 of Bid Data Sheet.

13.4 Any bid not secured in accordance with ITB Clauses 13.1 and 13.3 of the BDS will be rejected by the Client as nonresponsive, pursuant to ITB Clause 22.

13.5 Unsuccessful bidders' bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the Client pursuant to ITB Clause 14.

13.6 The bid security may be forfeited:

(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or

(b) in the case of a successful Bidder, if the Bidder fails:

(i) to sign the contract in accordance with ITB Clause 30;
(ii) Fails to deliver the Goods within stipulated time period as per Schedule of Requirements: Section: I – Part Two.
13.710% of the total quoted price shall be treated as performance guarantee for the whole period of warranty.

14. Period of Validity of Bids

14.1 Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Client, pursuant to ITB Clause 20. A bid valid for a shorter period shall be rejected by the Client as nonresponsive.

14.2 In exceptional circumstances, the Client may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security provided under ITB Clause 13 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.

15. Format and Signing of Bid

15.1 The Bidder shall prepare an original and the number of copies of the bid indicated in the Bid Data Sheet, clearly marking each "ORIGINAL BID" and "COPY OF BID," as appropriate. In the event of any discrepancy between them, the original shall govern.

15.2 The original and the copy or copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. All pages of the bid, except for unamended printed literature, shall be initialed by the person or persons signing the bid.

15.3 Any interlineations, erasures, or overwriting shall not be valid even if they are initialed by the person or persons signing the bid. The bid should be duly binded and each page signed/stamped by authorized person.

D. Submission of Bids

16. Sealing and Marking of Bids

16.1 The Bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY."

The envelopes shall then be sealed in an outer envelope.

16.2 The inner and outer envelopes shall:

(a) be addressed to the Client at the address given in the Bid Data Sheet; and

(b) bear the name indicated in the Bid Data Sheet, the Invitation for Bids title and number indicated in the Bid Data Sheet, and a statement: "DO NOT OPEN BEFORE," to be completed with the time and the date specified in the Bid Data Sheet, pursuant to ITB Clause 20.

16.3 The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late".

16.4 If the outer envelope is not sealed and marked as required by ITB Clause 16.2, the Client will assume no responsibility for the bid's misplacement or premature opening.

17. Deadline for Submission of Bids

17.1 Bids must be received by the Client at the address specified in the Bid Data Sheet no later than the time and date specified in the Bid Data Sheet.

17.2 The Client may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 6, in which case all rights and obligations of the Client and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

18. Late Bids

18.1 Any bid received by the Client after the deadline for submission of bids prescribed by the Client pursuant to ITB Clause 17 will be rejected and returned unopened to the Bidder.

19. Modification and Withdrawal of Bids

19.1 The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Client prior to the deadline prescribed for submission of bids.

19.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB Clause 16. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids.

19.3 No bid may be modified after the deadline for submission of bids.

19.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to the ITB Clause 13.7.

E. Opening and Evaluation of Bids

20. Opening of Bids by the Client

20.1 The Client will open all bids in the presence of bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The bidders' representatives who are present shall sign a register/ attendance sheet evidencing their attendance.

20.2 The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Client, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 18.

20.3 Bids (and modifications sent pursuant to ITB Clause 19.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders.

20.4 The Client will prepare minutes of the bid opening.

21. Clarification of Bids

21.1 During evaluation of the bids, the Client may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

22. Preliminary Examination

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

22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Contractor does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

22.3 The Client may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

22.4 Prior to the detailed evaluation, pursuant to ITB Clause 23 the Client will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, **such as** those concerning Bid Security (ITB Clause 13) and Taxes and Duties will be deemed to be a material deviation. The Client's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

22.5 If a bid is not substantially responsive, it will be rejected by the Client and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

23. Criteria for Evaluation of Technical Proposal

The Bidder shall be liable to post qualification for being "Eligible" for participating in the Bidding Process for the **"Supply and Installation of LV Cables & Cable Trays"** of The Federation of Pakistan Chamber of Commerce and Industry (FPCCI) which as mandated under Government of Pakistan PPRA Rule 2004 vide Rule No. 36 (b) shall be based upon single stage "Two Envelope Bidding Procedure.

23.1 General

The technical proposal of the Bidders shall be evaluated for the Post-qualification of bidders for construction of the subject project basing as the criteria given in succeeding paras regarding the Applicant's Basis Eligibility, Work Experience, Personnel Capabilities, Registration/Licenses and Financial Soundness. Sub-contractor's experience and resources shall not be taken into account in determining the applicant's compliance with the qualifying criteria.

23.2 Mandatory Requirements

For consideration of the Technical Proposals submitted by the bidders, following are the mandatory requirements.

i) License of the bidder with Pakistan Engineering Council (PEC), valid up to June, 30th 2020 or later in Category and above and having specialization code of Category-6 in the field of EE-04.

ii) Bid security as mentioned in Instruction to Bidders Clause ITB 13.1.

iii) Documentary evidence of the year of establishment of the bidding firm. Must have minimum 10 years' experience as per Instruction to Bidders Clause ITB 12.2.

Further evaluation of only those bidders will be done who have cleared above mandatory requirements. Bids of applicants who do not have the required PEC License and/or have not provided the above mandatory documents, will be declared as non-responsive, and will not be proceed further & their financial bids will be returned un-opened.

23.3 Weightage/ Marks	The weightage/distribution of the marks shall be as given below:- i) Registrations/Licenses. 30 ii) Work Experience. 25 ii) Personnel Capabilities. 20 iii) Financial Capabilities. 25 ----- **Total 100** -----
23.4 Joint Venture (JV)	A Joint Venture submitting a bid must comply with the following requirements. a) Following are minimum qualification requirement. i) The lead partner shall obtain not less than 40 percent of maximum marks allocated under each head of the qualification criteria set forth in Para 4 to 7 heretofore. ii) Additionally, the joint venture must collectively satisfy the criteria of Para-2 i.e. secure a total of 60 marks for which purpose the relevant figures of each of the member shall be added together to arrive at the JV's total capacity. Bid shall be signed by all members in the JV so as to legally bind all partners jointly and severally and bid shall be submitted with a copy of JV agreement providing the joint and several liabilities with respect to the contract.
24. Financial Evaluation and Comparison of Bids	24.1 The Client will evaluate and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 22. 24.2 The Client's evaluation of a bid, further elaborated under Bid Data Sheet, will be on delivered duty paid (DDP) price inclusive of prevailing duties and transportation charges, and it will exclude any allowance for price adjustment during the period of execution of the contract, if provided in the bid.
25.Contacting the Client	25.1 Subject to ITB Clause 21, no Bidder shall contact the Client on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Client, it should do so in writing. 25.2 Any effort by a Bidder to influence the Client in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.

F. Award of Contract

26. Qualification	26.1 In the absence of prequalification, the Client will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily. 26.2 The determination will take into account the Bidder's compliance with the qualification criteria defined in the Bid Data Sheet.
27. Award Criteria	27.1 Subject to ITB Clause 28, the Client will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.
28.Client's Right to Vary Quantities at Time of Award	28.1 The Client reserves the right at the time of contract award to increase or decrease, by the percentage indicated in the Bid Data Sheet, the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.
29. Client's Right to Accept any Bid and to Reject any or All Bids	29.1 The Client reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or bidders. The Client will inform the affected Bidder or bidders of the grounds for the Client's action, if so requested, but the Client shall not be required to justify the grounds.
30. Notification of Award	30.1 Prior to the expiration of the period of bid validity and subject to ITB Clause 29.3, the Client will notify the successful Bidder in writing by registered letter or by cable, to be confirmed in writing by registered letter, that its bid has been accepted. 30.2 The notification of award under ITB 29.1 will constitute the formation of the Contract. 30.3 The Client shall announce the results of bid evaluation in the form of a report giving justification for acceptance or rejection of bids at least ten days prior to the award of contract.
31. Signing of Contract	31.1 At the same time as the Client notifies the successful Bidder that its bid has been accepted, the Client will send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties. 31.2 Within fifteen (15) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Client.

32. Corrupt or Fraudulent Practices

32.1 The Client observes the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Client:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

"corrupt and fraudulent practices" includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the Contractor or contractor in the procurement process or in contract execution to the detriment of the procuring agencies; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty

(b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a PPRA financed contract if it at any time determines that the firm has engaged in corrupt and fraudulent practices in competing for, or in executing, a PPRA financed contract.

33.Tender Cost 33.1 The Tenderer shall bear all costs / expenses associated with the preparation and submission of the Tender(s) and the FPCCI shall inno case be responsible / liable for those costs / expenses.

34.Submission / Preparation of Tender.

34.1 The Tender besides Firm/Company profile, shall submit the proposal two parts i.e. **the Technical Proposal and the Financial Proposal**.

34.2 Technical Proposal shall comprise the following, **without quoting the price**:

(a) Undertaking (All terms & conditions and qualifications listed anywhere in this tender document have been satisfactorily vetted).

(b) Certificate of Company/Firm Registration/Incorporation under the laws of Pakistan.

(c) Covering letter duly signed and stamped by authorized representative.

(d) Technical Brochures / Literature/certificate.

(e) Submission of undertaking on legal valid and attested stamp paper that the firm is not blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan

(f) Valid Registration Certificate for Income Tax & Sales Tax.

(g) Income Tax & Sales Tax Returns for the last three (3) tax years.

h) All the other information as detailed in para 13.2 and 13.3 in the tender document.

34.3 The Financial Proposal shall comprise the following:

(a) BOQ Form

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

35.Tender Validity

35.1 The Tender shall have a minimum validity period of **three months** from the last date for submission of the Tender.

Section II.

Bid Data Sheet (BDS)

Bid Data Sheet

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

A. The Bidding Document		
ITB 7.1	Language of the Bid	English

B. Preparation of Bids		
ITB 10.2	The price quoted shall be	Pak Rupees inclusive of all applicable taxes & transportation charges.
ITB 10.5	The price shall be	1.Best / final / fixed and valid until completion of all delivery i.e. not subject to variation / escalation and price should remain valid for 6 months; 2.Fixed and must include the Income & General Sales Taxes (GST) and other taxes and duties, where applicable as per law. If there is no mention of taxes, the offered / quoted price(s) will be considered as inclusive of all prevailing taxes / duties. 3.Includes all charges up to the delivery point 4. Where no prices are entered against any item(s), the price of that item shall be deemed free of charge, and no separate payment shall be made for that item(s).
ITB 12.2 (a)	Qualification requirements.	1. The bidder must be a registered/incorporated company/firm in Pakistan and have at least ten (10) years of experience in manufacturing or supplying and installing similar items as requisitioned in the bid. 2. Must be registered with Tax Authorities as per prevailing tax rules (Only those companies which are validly registered with sales tax and income tax departments can participate) 3. Has valid Registration of General Sales Tax (GST), National Tax Number (NTN)& PEC certificate. 4. Has submitted bid for all works required. 5. Has not been blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body anywhere in Pakistan. (Submission of undertaking on legal stamp paper is mandatory). 6. Compliance to the technical specifications mentioned in BDS, in full compliance of the Execution Schedule and Delivery Period mentioned in tender document (Undertaking of same on legal stamp paper is must). 7. Must have Office /Regional Office / in Islamabad and is Registered with Pakistan Engineering Council. 8. Must have 10 or more corporate clientele where

		installation of LV Cables and Cable Trays has been undertaken by the firm. Documentary evidence/ customer testimonial from at least 5 customers would be required. 9. Documentary evidence to the above must be provided with the Bid, which includes copy of contract/purchase order, etc. 10. The bidder must submit National Tax No., Sales Tax No. Certificates, as well as certificate of incorporation/registration of the firm.
ITB 13.1	Amount of bid security	2 % of the total quoted bid price.
	Amount of Performance Guaranty	10% of the total quoted price shall be treated as guaranty for the whole period of warranty.
ITB 13.3	Form of Bid Security	(i) The tenders found deficient of the amount as bid security compared to total bid price will not be considered. (ii) No personal cheques will be acceptable at any cost. (iii) The previous bid security will not be considered or carried forward.
ITB 14.1	Bid validity period.	Bid should remain valid for 90 days from the closing date.
ITB 15.1	Number of copies.	One original & One additional Copy.

C. Submission of Bids		
ITB 17.1	Address for bid submission.	FPCCI Head Office, Federation House, Block 5, Main Clifton, Karachi. Ph.: 021-35873691- 94
ITB 17.1	Deadline for bid submission.	Tuesday 07th July, 2020 11:00 am

D. Opening of Bids		
ITB 20.1	Time, date, and place for bid opening.	Tuesday 07th July, 2020 12:00 noon FPCCI Head Office, Federation House, Block 5, Main Clifton, Karachi. Ph.: 021-35873691- 94

E. Calculation of Marks for Technical Evaluation		
ITB 23	**Registrations/ Licenses**	The overall minimum qualifying score shall be 70% marks and at least 50% marks in each category to qualify. A detailed post-qualification criterion is given hereunder.

<table>
<tr><td></td><td></td><td>
<table>
<tr><th>Sr. No.</th><th>Description</th><th>Marks</th></tr>
<tr><td>1.</td><td>Registration with FBR as active tax payer.</td><td>5</td></tr>
<tr><td>2.</td><td>Valid license from electrical inspector.</td><td>10</td></tr>
<tr><td>3.</td><td>ISO 9001 certification.</td><td>5</td></tr>
<tr><td>4.</td><td>PEC license valid up to 30th June, 2020 CAT-6 in the field of EE-04.</td><td>10</td></tr>
<tr><td colspan="2">Total Marks</td><td>30</td></tr>
</table>
</td></tr>
<tr><td>ITB 23</td><td>Work Experience</td><td>
Marking for work experience of the firm or joint venture shall be evaluated as per following criteria.
<table>
<tr><th>Sr. No.</th><th>Description</th><th>Max. Marks</th></tr>
<tr><td rowspan="2">1.</td><td>Project of similar nature and complexity (Completed).</td><td rowspan="2">15</td></tr>
<tr><td>Project with cost at least Rs. 2.5 million completed in last 5-years.</td></tr>
<tr><td rowspan="2">2.</td><td>Project similar nature and complexity (in hand)</td><td rowspan="2">10</td></tr>
<tr><td>Project with cost at least Rs. 2.5 million in-hand at least one.</td></tr>
<tr><td colspan="2">Total Marks</td><td>25</td></tr>
</table>
Note: Proof of projects completed and in hand shall be in the shape of completion certificate and letter of award respectively.
</td></tr>
<tr><td>ITB 23</td><td>Professional Capabilities</td><td>
Making for personal capabilities of the firm/joint venture shall be evaluated on the basis of following criteria.
<table>
<tr><th>Sr. No.</th><th>Description</th><th>Max. Marks</th></tr>
<tr><td>I.</td><td>Graduate Engineers (Electrical Engineers)
a) Electrical Engineer 5 marks having 10 years of relevant experience, and 2.5 marks with 5-10 years of experience.</td><td>10</td></tr>
<tr><td>II.</td><td>Diploma of Associate Engineers-DAE (Mechanical & Electrical)
a) Associate Engineer-Mechanical 2 marks for each DAE Mechanical Engineering with 5-10 years of experience (Maximum 2 Marks).
b) Associate Engineer-Electrical 2 marks for each DAE Electrical Engineering with 5-10 years of experience (Maximum 2 Marks).</td><td>10</td></tr>
</table>
</td></tr>
</table>

<table>
<tr><td></td><td></td><td>

	Total marks	20

Note:-CV's, PEC registration certificate and affidavit on stamp paper of the professional staff currently employed with the firm in mandatory for submission.</td></tr>
<tr><td>**ITB 23**</td><td>**Financial Capabilities**</td><td>Making for financial capabilities of the firm or joint venture shall be evaluated on the basis of following criteria.

Sr. No.	Description	Max. Marks
1.	**Balance available/Current Assets** Balance available amount to Rs. 2.5 million or more Balance available less than Rs. 2.5 million shall be evaluated proportionately.	10
2.	**Business Turnover** Business Turnover for the last 3 years is 2 times amount to Rs. 2.5 million or more Constriction turnover less than Rs. 2.5 million shall be evaluated proportionately.	10
3.	**Financial Bid Capacity** Financial Bid Capacity equal to amount of Rs. 5million or more Financial Bid Capacity less than Rs. 5 million shall be evaluated proportionately.	5
	Total marks	**25**

- Maximum marks. 100
- Minimum marks. 70</td></tr>
</table>

F. Technical Evaluation Criteria for Bids

ITB 24	Criteria for bid evaluation.	1. As per ITB 12.2 (a) listed above. (i) Delivered Duty Paid (inclusive of all applicable taxes & transportation charges), installation & commissioning Price Only. (ii) Bidders cannot bid for partial quantities of an item in the Schedule of requirement. The bid must be for the whole quantity of an item required in the schedule of requirement. (iii) The bidder has to quote only one rate for each item as per tender specification. No alternate model or separate accessories will be accepted.

Part Two

I. Schedule of Requirements
II. Technical Specifications
III. Standard Forms

I. Schedule of Requirements

II. Technical Specifications

1.0 WIRES & CABLES

1.01 *LV CABLES*

The LV cables, to BS 6346, shall be 3-core or 4-core, compacted stranded copper conductor, PVC insulated, laid up with suitable fillers to make a circular shape. Where required, the cable shall be galvanized steel wire armored over extruded PVC bedding and provided with an overall black PVC sheath. The voltage rating shall be 600/1000V, and the cores shall be color-coded. the size, specification, and make of the cable shall be embossed on the sheath at 0.5 meter intervals (maximum).

1.02 *BUILDING WIRE AND CABLE*

Cable and conductors shall be PVC insulated, PVC sheathed with copper conductors, single/multicore, 450/750 volt grade for light and socket circuits and 600/1000 volt grade for motor and power circuits, to BS 6004 & BS 6346.

The neutral and phase conductors shall be colored black and red/yellow/ blue respectively. The circuit protective conductors shall be of hard drawn stranded bare electrolytic copper above the size of 6mm2 (12 SWG), with a green/yellow sleeve at terminations, and for 6mm2 and below a green/yellow PVC insulated conductor shall be used. For isolated earthing of data/ computer systems, a cream colored PVC insulated conductor shall be used.

1.03 *INTERNAL CABLE INSTALLATION*

In general, installation work shall be in accordance with the manufacturer's recommendations and IEE Regulations.

Each circuit shall have its own separate neutral, and the "looping in" system for wiring shall be used. Joints shall be made at main switches, distribution boards and panels, socket outlets, light and fan points and switch boxes only; no joints shall be made in joint boxes, nor will any "through joints" be allowed.

PVC/PVC 3-core flexible cords, shall be used for connection to the luminaries and fixtures from the ceiling rose/outlet box, through 3-terminal PVC connectors. Soldered or crimped tinned copper lugs, shall be used on the termination of cables and conductors 10mm² and larger. All multi-core cables shall be provided with compression glands, of the correct size and type, at panel entry positions.

Power cables shall be installed on walls/structure, on cable trays, in cable ducts, and in underfloor cable trenches. All installation material and fixing accessories such as spacers, clamps, saddles, brackets, glands, lugs, pins, nuts, bolts, plugs, etc. shall be provided by the Contractor without additional cost.

Single and multi-core cables in conduit and pipe shall be pulled after the entire raceway system has been completed, dried out, and cleared of all obstructions, using a wire brush and cutting mandrel.

The cables shall be installed on the surface of walls/structure by using heavy duty spacer saddles and clamps at intervals in accordance with IEE Regulations. The saddles and clamps shall be made of cast-iron or steel (hospital-type) of approved design. Line up saddles and clamps shall be used where more cables than one are to be installed. The saddles shall be fixed to the wall/structure by means of nylon plugs and steel bolts.

The cables installed in the under-floor trenches shall be laid in single tier, when laid on the bed of the trench. Cables shall also be clamped on the walls of the trench by means of heavy spacer saddles and clamps of insulated material, or fixed on brackets grouted into the side of the trench, at maximum of 600mm intervals. The center to center distances between cables shall be equal to twice the diameter of the cable (75mm minimum and 150mm maximum). All cables shall be spaced at least 25mm from trench walls.

Cables installed on cable trays/ladders shall be pulled over shave pulleys installed on temporary brackets. The cables shall be spaced apart at distances equal to twice their overall diameter, and tied down with straps or cord. Cables in trucking shall be tied on circuits.

1.04 ***EXTERNAL CABLE INSTALLATION***

In general, the installation of external cables shall be carried out in accordance with the manufacturer's recommendations and IEE Regulations. The bending radius (as a multiple of the overall cable diameter, do) shall not be less than

600/1000V PVC cable 12do

6350/11000V XLPE cable 15do

even during handling, pulling, and installation. A total maximum of 5% of the cable length shall be provided as slack (at termination positions, in draw-pits, etc.).

Cables shall generally be laid parallel to roads and foot paths, within the appropriate services reservations. During excavation, laying and backfilling, the adjacent and intersecting service pipes and runs shall not be damaged or disturbed.

Cable drums shall be carried on suitable trailers and unloaded near point of use. Any rolling shall only be in the direction of the arrow marked on the drum. If hoisting equipment is not available, ramp boards (max 1:4) with a winch or a coil of rope around the drum shall be used. The cable shall be laid out by jacking/propping the drum on an axle/spindle, and a braking plank installed below. Care shall be taken to see that the manufacturer's recommended pulling tension is not exceeded. Cable rollers shall be installed at maximum 2m spacing (1.2m for heavy cables) and at bends. A cable stocking or pulling eye shall be attached to the leading edge of the cable for pulling purposes. Cables shall not be laid if the temperature is below 0°C.

The following methods shall be employed for laying cables.

i) Laying out from a trailer
ii) Laying by hand
iii) Laying by motor-driven rollers
iv) Pulling by winches

If cable is to be carried by hand (un-supported by rollers), men shall stand 4 to 6m apart along the route. Flaking of cables ("figure-eight method") may be employed, taking care to prevent infringement of the minimum bending radius requirement.

Directly buried cables & raceways shall be laid with the minimum cover shown below:

Type of Cable/Raceway	In Open Ground and Under Pavement (mm)	Under Road Way (mm)
MV Cable	800	1000
LV Cable	600	800
Communication Cable	600	800
RCC Pipe	550	600
Communication Duct	300	600
PVC pipe	600	-

For directly buried cable, excavation shall be carried out in accordance with BS6031, and shall be kept free of water and protected against damage or collapse. Before cables are laid, the bottom of the trench shall be graded evenly, cleared of loose stones, and then covered for the full width of the trench with 75mm thick fine riddled-soil/sieved-sand bedding (in compacted 50mm layers). After cables are laid, a 50mm thick sand cover shall be laid over the cable, with 50mm thick protective bricks/tiles provided along the entire length. The first layer of back fill shall be placed manually and compacted by hand punning until a thickness of 150mm over the cover tile is reached. Additional layers shall be laid in 150mm increments and may be compacted mechanically.

When cable trenches are opened all cables shall be laid as quickly as possible. The Engineer's approval shall be obtained before a trench is back filled, but generally backfilling shall be commenced within 24 hours of cable laying and the work completed speedily.

The minimum spacing between cables of various types shall be as shown below:

Type of Cable	MV (mm)	LV (mm)	Communication (mm)	Equipment, Pipe Work, etc. (mm)
MV	50	300	300	300
LV	300	25	150	300
Communication	300	150	50	200

Multi-core cables in pipe and duct shall be pulled after the entire raceway system has been completed, dried out, and cleared of all obstructions, using a wooden mandrel (300mm length, dia 10mm less than pipe dia) to ensure correct alignment.

After installation of cables in underground ducts and pipes, the cable shall be supported from the bottom end of the pipe and the pipe ends shall be properly plugged and sealed to prevent ingress of water or vermin.

Underfloor cable trenches shall be constructed by others. All installation materials and fixing accessories such as hangers, spacers, clamps, saddles, brackets, brass compression glands, lugs, pins, nuts, bolts, plugs, etc. shall be provided by the Contractor without additional cost.

On completion of laying, terminating, and jointing of the cables and CPCs, a plan (1:500) shall be prepared, containing the following details:

i) Type of cables, X-sectional area of conductors, rated voltage.
ii) Year of manufacture, month and year of laying.
iii) Actual laid lengths between centres of the joints, and between them and the sealing ends.
iv) Exact locations and depths of cables and joints in relation to fixed points.

The electrical values of the completed installation shall be measured and recorded:

i) Insulation resistance between conductors and between conductors and earth/armour.
ii) Conductor resistance, using a suitable measuring bridge, of all cores.
iii) Capacitance between conductors and between conductors and earth/ armour.

1.05 ***<u>CABLE TERMINATIONS & JOINTS</u>***

Cable terminations, joints and accessories shall meet with the cable manufacturer's approval, and work shall be carried out by specialists who are fully qualified and competent.

The cable ends shall be kept properly sealed with heat-shrink caps until jointing or termination work commences. Joints and terminations shall be of the outdoor or indoor type, as required.

Conductor connections and terminations shall be made with compression ferrules and lugs, to BS 91 using a hydraulic crimping tool (with a complete set of dies) capable of high pressures.

Cable entries into panels shall be made with brass cable glands, to BS 6121, of the correct sizes and types, to ensure proper support and sealing of the cable, and good earthing of the armour.

1.06 ***<u>CABLE MARKERS</u>***

Cable markers shall be made of concrete, 600mm square by 100mm thick with impressed characters. They shall be made of grade 20 concrete, as defined in CP110, with 10mm aggregate. The wording shall be "MV CABLE", "LV CABLE" or "COMMUNICATIONS CABLE" as appropriate, together with circuit details, as instructed by the Engineer; In addition, the word "JOINT" shall be added where appropriate.

The cable markers shall be installed flush with the finished ground level on the precise line of the cable.

The cable markers shall be located at every point where a cable enters a building, sub-station, plinth or feeder-pillar, at each joint, and along the route of the cable at intervals not exceeding 45m.

III. Standard Forms

1. Bid Form/Cover Letter

Date: ________________________

No: ________________________

To: Deputy Sect. FPCCI

Federation of Pakistan Chamber of Commerce and Industry (FPCCI), Capital Office Islamabad .

Dear Sir,

Having examined the bidding documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply deliver and install *the LV Cables and Cable Trays*in conformity with the said bidding documents for the sum of Rs.------------------.

We undertake, if our Bid is accepted, to deliver and install the transformer in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we hereby agree that our Bid Security as being provided herewith this “Bid Form”, will remain with the Client according to Clause 13.7 of Instructions to Bidders.

We also agree to abide by this Bid for a period of *90* days from the date fixed for Bid opening under Clause 20 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Dated this _________________ day of _________________ 2020

___________________________________ ____

[signature] *[in the capacity of]*

Duly authorized to sign Bid for and on behalf of ____

2. Price Schedule

Name of Bidder ______________________________

Total amount of Bid in Figures----------------------------------

Total amount of Bid in words------------------------------------

Signatures & stamp of authorized person-------------------------------

3. Contract Form

THIS AGREEMENT made on the _____ day of __________ 2020 between *Federation of Pakistan Chamber of Commerce and industry (FPCCI)* (hereinafter called "the Client") of the one part and *[name of Contractor]* (hereinafter called "the Contractor") of the other part:

WHEREAS the Purchaser invited bids for LV Cables and Cable Trays and has accepted a bid by the manufacture or authorized dealer for the supply of those items in the sum of *[contract price in words and figures]* (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

(a) The Bid Form and the Price Schedule submitted by the Bidder;
(b) The Schedule of Requirements;
(c) The Technical Specifications;
(d) The General Conditions of Contract;
(e) The Special Conditions of Contract;
(f) The Client's Notification of Award.

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

4. The Client hereby covenants to pay the Contractor in consideration of the provision of the goods the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the Contract.

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

Signed, sealed, delivered by __________________________ the for the Client)

Signed, sealed, delivered by __________________________ the for the Contractor)

Part Three

Section I.

General Conditions of Contract (GCC)

General Conditions of Contract (GCC)

1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated:

(a) "OWNER" means Client
The federation of Pakistan
Chamber of Commerce & Industries,
G-8/1 Aiwan-Sanat-o-Tijarat Road Mauve Area, Islamabad.

(b) "CONSULTANT" means
M/s Z.A. Sheikh & Associates and their associate M/s International Engineers.
5E/1, Gulberg-III, Lahore
And/or any person duly authorized by him.

(c) "CONTRACTOR" means the firm or company, group of companies, who's Tender has been accepted by the OWNER. The term CONTRACTOR, includes sponsor/representative of the company, firm/consortium their successors and his approved authorized representatives.

(d) "GOODS" all equipment/material to be supplied & installed by the CONTRACTOR in accordance with the CONTRACT. Insofar as to be understood from the wording of the text, WORK also means the entirety of all or individual components which are to be completed and maintained until finally accepted within the scope of CONTRACT.

(e) "The Contract" means the agreement entered into between the Client and the Contractor, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

(f) "The Contract Price" means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations.

(g) "The Goods" means all of the equipment, machinery, and/or other materials which the Contractor is required to supply to the Client under the Contract.

(h) "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Contractor covered under the Contract.

(i) Tools & plants means all tools, machinery equipment, appliances, ladders, scaffolding or thins what so ever nature required for the execution, installation, commissioning and maintenance of the works.

(j) "GCC" means the General Conditions of Contract contained in this section.

(k) "SCC" means the Special Conditions of Contract.

(l) "The Client" means Federation of Chamber of Commerce and Industry.

(m) "The Contractor" means the individual or firm supplying the Goods and Services under this Contract.

(n) "Day" means calendar day.

2. Application

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

3. Standards

3.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.

4. Inspections and Tests

4.1 The inspections and tests may be conducted on the premises of the Contractor or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Contractor or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Client.

4.2 Should any inspected or tested Goods fail to conform to the Specifications, the Client may reject the Goods, and the Contractor shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Client.

4.3 The Client's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at the Client's delivery point shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Client or its representative prior to the Goods' shipment from the factory/warehouse.

4.4 Nothing in GCC Clause 4 shall in any way release the Contractor from any warranty or other obligations under this Contract.

5. Packing	5.1	The Contractor shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
	5.2	The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Client.
6. Delivery and Documents	6.1	Delivery of the Goods shall be made by the Contractor in accordance with the terms specified in the Schedule of Requirements.
7. Transportation	7.1	The Contractor is required under the Contact to transport the Goods to a specified place of destination i.e. Islamabad Office.
8. Warranty	8.1	The Contractor warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Contractor further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Client's specifications) or from any act or omission of the Contractor, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
9. Payment	9.1	The method and conditions of payment to be made to the Contractor under this Contract shall be specified in SCC.
	9.2	The Contractor's request(s) for payment shall be made to the Client in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed and upon fulfillment of other obligations stipulated in the Contract.
	9.3	Payments shall be made promptly by the Client, but in no case later than thirty (30) days after submission of an invoice or claim by the Contractor.
	9.4	The currency of payment is Pak. Rupees.

10. Prices

10.1 Prices charged by the Contractor for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Contractor in its bid, with the exception of any price adjustments authorized in SCC or in the Client's request for bid validity extension, as the case may be.

11. Change Orders

11.1 The Client may at any time, by a written order given to the Contractor pursuant to GCC Clause 21, make changes within the general scope of the Contract.

11.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Contractor's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Contractor for adjustment under this clause must be asserted within fifteen (15) days from the date of the Contractor's receipt of the Client's change order.

12. Contract Amendments

12.1 No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

13.Assignment

13.1 The Contractor shall not assign, in whole or in part, its obligations to perform under this Contract.

14. Delays in the Contractor's Performance

14.1 Delivery of the Goods and performance of Services shall be made by the Contractor in accordance with the time schedule prescribed by the Client in the Schedule of Requirements.

14.2 If at any time during performance of the Contract, the Contractor or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Contractor shall promptly notify the Client in writing of the fact of the delay, its likely duration and its cause(s).

14.3 Except as provided under GCC Clause 17, a delay by the Contractor in the performance of its delivery obligations shall render the Contractor liable to the imposition of liquidated damages pursuant to GCC Clause 15, unless an extension of time is agreed upon pursuant to GCC Clause 14.2 without the application of liquidated damages.

15.Liquidated Damages

15.1 Subject to GCC Clause 17, if the Contractor fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Client shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Client may consider termination of the Contract pursuant to GCC Clause 16.

16. Termination for Default

16.1 The Client, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor, may terminate this Contract in whole or in part:

(a) if the Contractor fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Client pursuant to GCC Clause 14.2; or

(b) if the Contractor fails to perform any other obligation(s) under the Contract.

(c) if the Contractor, in the judgment of the Client has engaged in corrupt and fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

"corrupt and fraudulent practices" includes the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official or the Contractor or contractor in the procurement process or in contract execution to the detriment of the procuring agencies; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty.

16.2 In the event the Client terminates the Contract in whole or in part, pursuant to GCC Clause 16.1, the Client may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Contractor shall be liable to the Client for any excess costs for such similar Goods or Services. However, the Contractor shall continue performance of the Contract to the extent not terminated.

17. Force Majeure

17.1 For purposes of this clause, "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 Client in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

17.2 If a Force Majeure situation arises, the Contractor shall promptly notify the Client in writing of such condition and the cause thereof. Unless otherwise directed by the Client in writing, the Contractor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

18. Resolution of Disputes	18.1	The Client and the Contractor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
	18.2	If, after thirty (30) days from the commencement of such informal negotiations, the Client and the Contractor have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed manner and/or arbitration.
19. Governing Language	19.1	The Contract shall be written in the language specified in SCC. Subject to GCC Clause 20, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.
20. Applicable Law	20.1	The Contract shall be interpreted in accordance with PPRA Ordinance 2002, Public Procurement Rules 2004 and other laws of Islamic Republic of Pakistan. If there is any discrepancy between the laws and these biding documents, the provisions of the laws and rules will prevail.
21. Notices	21.1	Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party’s address specified in SCC.
	21.2	A notice shall be effective when delivered or on the notice’s effective date, whichever is later.
22. Taxes and Duties	22.1	Contractor shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Client.

Section II.

Special Conditions of Contract (SCC)

Special Conditions of Contract (SCC)

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

1. Site inspection

The contractor shall before ordering for cables & cable trays, survey the site in detail to check the exact requirements since the building is functioning for many years. Therefore the site requirements may differ from the BOQ.

2. Amount of bid bond

2% (two percent) of the contract value.

3. Amount of performance bond

10% of the price of the contract (performance bond from a scheduled bank) at the time of signing the agreement of contract

4. Securities for the proposed performance bond (state name and address of the proposed scheduled bank.

1. Name:- ____
   Address:-____

5. Proposed time of completion of the work

Time of completion of the work is (6) months.

6. Period of maintenance

Period of maintenance shall be 12 months.

7. Inspections and Tests (GCC Clause 4)

GCC 4.1—**Inspection and tests prior to supply of Goods and at final acceptance are as follows:** The Client or its representative shall have the right to inspect and or to test the supplies at the destination to confirm their conformity to the Contract specifications at no extra cost to the Client.

8. Packing (GCC Clause 5)

GCC 5.2 – **Packing & accessories**: The contractor shall deliver the supplies at the destination in scratch-less condition with all the manufacturer supplied accessories.

9. Tool & plant

The contractor shall arrange for all tools & plants on his cost required for installation, testing & commissioning of works.

10. Payment (GCC Clause 9)

GCC 9.1 & 9.3 —The method and conditions of payment to be made to the Contractor under this Contract shall be as follows:

i) Mobilization advance payment against guarantee from a schedule bank
10% (ten percent) of the total price of the contract at the time of signing of the agreement of contract.

ii) Deduction of mobilization advance
10% (ten percent) of the gross value of the first and subsequent interim running payments until the mobilization advance has been wholly recovered.

iii) Interim payment
on verified running bills upto 50% of the contract price

iv) Percentage of retention
Percentage of retention shall be deducted @ 10% of the value of all running bill.

i) 5% shall be released after completion of the project.

ii) 5% shall be release after 1 year of the completion of project.

v) Final Payment:
Payment shall be made in Pak. Rupees.

(i) **On Acceptance: Hundred (100**) percent final payment shall be made to the contractor for the project completion as per completion certificate issued by the consultant within 15 days.

11. Prices (GCC Clause 10)

GCC 10.1—**Prices shall be:** Fixed.

12. Liquidated Damages (GCC Clause 15)

GCC 15.1—**Applicable rate:** Applicable rates shall not exceed one (1.0) % per day and the maximum shall not exceed ten (10) % of the contract price.

13. Resolution of Disputes (GCC Clause 18)

GCC 18.2—**The dispute resolution mechanism to be applied pursuant to GCC Clause 18.2 shall be as follows:**

In the case of a dispute between the Client and the Contractor, the dispute shall be referred to arbitration in accordance with the laws of the Islamic Republic of Pakistan.

14. Governing Language (GCC Clause 19)

GCC 19.1—**The Governing Language shall be:** English.