



**Ministry of Interior Employees
Cooperative
Housing Society**

**TENDER DOCUMENT
FOR
DEVELOPMENT OF PARK &
LANDSCAPING WORK**

Issued to: -----

Tender No. MIECHS / Tender / 2019 - 20 / 01



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TENDER NOTICE

MIECHS, invites sealed bids for Development of Park and Plantation of Plants in its scheme located at Sector G-16, from firms having sufficient experience in their related field.

Description Of Work:

- 1) All Civil Works related to the Landscaping of the Park including Construction Of Parking, Walkways, Jogging Track, Fence, Steel Structures, etc
- 2) Plantation Of Trees and Shrubs and Turfing, including its maintenance.

Tender Conditions:

- 1) Only Firms having sufficient experience will be eligible to apply.
- 2) Potential Parties may bring their request on letterhead and copy of NTN certificate for purchase of Tender Documents from MIECHS office during office hours, by paying Tender Documents Fee of Rs. 2,500/- (Non Refundable) on or before 23rd June 2020.
- 3) Pre-Tender meeting will hold on 17th June 2020 at 3.00 pm in MIECHS office.
- 4) Bidders are required to submit their experience with financial health (Bank Statement of Last one year) and valid registration with FBR. No Conditional Bid will be entertained.
- 5) It will be Single Bid with 2 Envelope Procedure including Technical and Financial proposals as per PPRA rules.
- 6) Potential Parties are requested to submit their proposals on 24th June 2020 by 2.30pm along with Bid Security in shape of 2% of Bid value. Bid Security in form of Bank Guarantee or Call Deposit Receipt is acceptable only.
- 7) Technical Bid will be opened at 3.00 pm on 24th June 2020.
- 8) MIECHS reserves the right to reject any or all of the bid(s) without assigning any reason(s), whatsoever.

**Management Committee, Ministry of Interior Employees Cooperative Housing Society, House No. 1, Main Service Road (East), G-16/4, Islamabad.
Tel: 0331-5183868**

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1. **INVITATION TO THE BID**

- 1.1. Bids/Tenders are invited, for **Development of Park and Landscaping**, in a park alongside G-16/4, Islamabad, from Sales Tax and/or Income Tax Registered firms.

2. **INSTRUCTIONS TO THE BIDDERS**

- 2.1. Procurement will be made under Public Procurement Rules Authority (PPRA).
- 2.2. It will be clearly understood that the Terms and Conditions mentioned in this document are intended to be strictly enforced.
- 2.3. Bidders must ensure that they submit all the required documents indicated in the Tender / Bid Documents at the time of opening of Technical Bids and no request for submission of missing documents will be entertained after opening of the Technical Bids.
- 2.4. Bids without supporting documents, undertaking, valid documentary evidence, and bids not conforming to terms and conditions given in the Tender Document will be liable for rejection. Bids received after due time and date and bids without Bid Security in shape of Pay Order, CDR or CDR less than required amount or Bid Security in shape of Cheque or Cross Cheque shall be rejected.
- 2.5. The bidder must quote rates of all items in a lot/package, partial bidding in a lot is not allowed.
- 2.6. **Mode of Advertisement:**
As per Rule the advertisement is being placed on two newspapers News and Jang
- 2.7. **Type of Open Competitive Bidding**
Single stage two envelope procedure shall be followed with details given below:
 - 2.7.1. The bid shall comprise of a single package containing two separate envelopes. Each sealed envelope shall contain separately the financial proposal and the technical proposal;
 - 2.7.2. The envelopes shall be marked as “FINANCIAL PROPOSAL” and “TECHNICAL PROPOSAL” in bold and legible letters to avoid confusion;
 - 2.7.3. Initially, only the envelope marked “TECHNICAL PROPOSAL” shall be opened.

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The envelope marked as “FINANCIAL PROPOSAL” shall be retained in the custody of procuring agency without being opened;

- 2.7.4.** The Purchaser shall evaluate the technical proposal under **PPRA Rules** and in a manner prescribed in this document, without reference to the price and reject any proposal which does not conform to the specified requirements as listed in said Sections. During the technical evaluation no amendments in the technical proposal shall be permitted;
- 2.7.5.** The financial proposals of technically qualified bidders shall be opened publicly at a time, and venue announced and communicated to the bidders in advance;
- 2.7.6.** 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 .

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2.8. BID DATA SHEET (Information for the Bidders)

1	Procuring Agency	Ministry of Interior Employees Cooperative Housing Society, Islamabad
2	Tender Number	MIECHS / T e n d e r / 2 0 19 - 20 /01
3	Name of Tender	DEVELOPMENT OF PARK (Package A & Package B)
4	Tender Document available place & Contact Number	Ministry of Interior Employees Cooperative Housing Society. House # 1, East Service Road, G-16/4, Islamabad. Ph. Phone No: 0331-5183868
5	Cost of Tender Document	Rs.2500/- Pay Order in favour of Ministry of Interior Employees Cooperative Housing Society
6	Bid Security	Amount mentioned in Clause No. 9 of the Tender Document in shape of CDR i.e, Pay Order etc, in favour of "Ministry of Interior Employees Cooperative Housing Society"
7	Performance Guarantee	5% of Contract Value after issuance of Letter of Acceptance
8	Tender Addressed to	Management Committee, Ministry of Interior Employees Cooperative Housing Society, Sector G-16 Islamabad
9	Date, Time & Place For Pre-Bid Meeting	17-06-2020 at 1500 Hours Ministry of Interior Employees Cooperative Housing Society. House # 1, East Service Road, G-16/4, Islamabad
10	Due Date, Time and place of submission of Tender Document	24-06-2020 till 1430 Hours Ministry of Interior Employees Cooperative Housing Society. House # 1, East Service Road, G-16/4, Islamabad
11	Date, Time and Place of Technical Bid Opening	24-06-2020 at 1500 Hours Ministry of Interior Employees Cooperative Housing Society. House # 1, East Service Road, G-16/4, Islamabad
12	Date, Time and Place of the opening of Financial Proposals	26-06-2020 till 1700 Hours Ministry of Interior Employees Cooperative Housing Society. House # 1, East Service Road, G-16/4, Islamabad

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TERMS AND CONDITIONS OF THE TENDER

3. Definitions

- 3.1.** "Purchaser" means Ministry of Interior Employees Cooperative Housing Society, Islamabad
- 3.2.** "MIECHS" means Ministry of Interior Employees Cooperative Housing Society
- 3.3.** "Bidder/Tenderer" means the Firm/Company/Contractor/Distributor that may provide or provides the Goods and related services to any of the public sector organization under the contract and have registered for the relevant business thereof.
- 3.4.** "Contract" means the agreement entered into between the Purchaser and the Contractor, in form of Supply Order or as recorded in the Contract Form signed by the parties, including all Schedules and Attachments thereto and all documents incorporated by reference therein.
- 3.5.** "Contractor/The Successful Bidder" means the person whose Tender has been accepted and awarded letter of Acceptance followed by the Supply Order or Contract by the Purchaser.
- 3.6.** "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 apportion -able to the Goods or Services in question.
- 3.7.** "Goods" means Works, equipment, machinery and/or other materials which the Contractor is required to supply to the Purchaser under the Contract.
- 3.8.** "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.
- 3.9.** "PPRA" means Public Procurement Regulatory Authority.

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4. TENDER ELIGIBILITY

Eligible Bidder/Tenderer is one who:

- 4.1. has valid registration certificates for Income Tax and/or Sales Tax;
- 4.2. Can bid for Both Packages or can bid for a single Package only.
- 4.3. For Package-B, only Nursery owners having sufficient experience will be eligible to apply.
- 4.4. Has got experience of Five(5) years for Package A and Three(3) years experience for Package-B, in works and services of relevant items;
- 4.5. conforms to the clause of “Responsiveness of Bid” given in this tender document;
- 4.6. Has not been blacklisted.
- 4.7. For Package A, Registered with PEC in related Category or Executed Two(2) Projects of value Rs Ten Million in previous Five(5) years in relevant business
- 4.8. Bank Statement of Last One Year
- 4.9. Has registered office in Pakistan, preferably in Islamabad/ Rawalpindi.
- 4.10. Documentary Proof of above all.

5. EXAMINATION OF THE TENDER DOCUMENT

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

6. AMENDMENT OF THE TENDER DOCUMENT

- 6.1. Management Committee, Ministry of Interior Employees Cooperative Housing Society, 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).
- 6.2. The Purchaser shall notify the amendment(s) in writing to the prospective Tenderers/Bidders.
- 6.3. 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.

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7. **BID CURRENCY**

Bidder should quote price in Pak Rupees only and payments shall also be made in Pakistan Rupees only.

8. **VALIDITY PERIOD OF THE BID**

8.1. Validity period of the bids shall be 120 days.

8.2. In exceptional circumstances, the Management Committee, Ministry of Interior Employees Cooperative Housing Society may ask the Bidders for an extension of the period of validity. The request and the responses shall be made in writing. A bidder accepting the request will not be required nor permitted to modify its tender.

9. **BID SECURITY**

9.1. Bidder will submit Bid Security drawn in the name of “Ministry of Interior Employees Cooperative Housing Society” against each lot with details given below:

S#	Item Name	Amount of Bid Security (Rs)
1	Development Of Park (Civil & Electrical Works) (Package A)	2 % of total bid Amount
2	Development Of Park (Soft Landscaping) (Package B)	2 % of total bid Amount

9.2. The Bid Security will be in form of CDR / Pay Order / Bank Guarantee in favour of the Ministry of Interior Employees Cooperative Housing Society, Islamabad, valid for 120 days after the opening date of tender.

9.3. Cheque or Cross Cheque shall not be accepted at all.

9.4. The amount submitted as Bid Security shall be refunded to the unsuccessful bidders after the decision for the award of the said tender.

9.5. The Bid Security of Successful Bidder(s) may be converted as part of the Performance Guarantee for successful execution of the work.

9.6. Subject to the award of contract, the Bid Security shall be returned to successful bidder against submission of Performance Guarantee that is 5 % of Total Bid Amount.

9.7. If the Bid Security is found less than the required amount then the bid will be rejected irrespective of the rates and the stage of the bid process.

9.8. If Bidder is bidding for only one Package, then bid will be submitted accordingly.

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- 9.8. The Bid Security may be forfeited if a Bidder:
- a) Refuses to accept Letter of Acceptance of the Bid; or
 - b) Fails to furnish Performance Security.

10. **BID PREPARATION AND SUBMISSION**

10.1. The Tender shall be filed in / accompanied by the prescribed Forms, Annexes, Schedules, Drawings, Documents, Brochures, Literature, etc. which shall be completely filled in, stamped and signed by the Tenderer or his Authorized Representative. In case of copies, photocopies may be attested.

10.2. The Bids/Tenders should be submitted in two parts (1) **Technical Proposal** and (2) **Financial Proposal**. The Technical Proposal and Financial Proposal shall be submitted in separate covers.

10.3. **TECHNICAL PROPOSAL**

The Technical Proposal will enable the Purchase Committee to evaluate whether the bidder is technically competent and capable of executing the order and the specifications offered by the bidder meet the ones given in the Tender/Bid Documents. Only those bids which qualify in the technical stage will be eligible for the Financial Proposal opening. The Financial Proposals of bidders who failed in the Technical stage will not be opened.

10.4. The Technical Proposal form as given in the Bid/Tender Document shall be filled, signed and stamped in all pages. The Purchase Committee will not be responsible for the errors committed in the bids by the bidders.

10.5. The Technical Proposal should not strictly contain any Price/Cost indications as such otherwise the bids will be summarily rejected.

10.6. The Bidder should quote only one brand/model/make of each item.

10.7. **Detail and Order of Documents to be furnished with the Technical proposal (Envelope A):**

The documents attached with the Technical Bid must be signed and stamped by the Authorized Representative of the Bidder. The documents attached must be numbered and attached in the following order:

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- 10.7.1. Covering letter (**Annexure-A**) duly signed and stamped by authorized representative.
- 10.7.2. Receipt Of Tender Fee Issued
- 10.7.3. Copy of Income Tax Registration Certificate and/or S.Tax Certificate
- 10.7.4. Detailed specification of items.
- 10.7.5. PEC Valid letter (For Package A only)
- 10.7.6. Ownership of Nursery (For Package B Only)
- 10.7.7. Similar nature past project experience of the bidder
- 10.7.8. Affidavit/Undertaking Covering Letter on Stamp Paper (**Annexure-D**).
- 10.7.9 Copy of CDR/ Pay Order/Bank Guarantee Only

FINANCIAL PROPOSAL

- 10.8. All taxes/duties as applicable shall be responsibility of the bidders.
- 10.9. The cost quoted by the bidder shall be kept firm and unchanged for a period specified in the Bid/Tender Documents from the date of opening of the bids. The bidder shall keep the price firm/unchanged during the period of Contract including during the period of extension of time if any.
- 10.10. The quoted price will be inclusive of all taxes, duties, levies, insurance, freight (transportation charges), etc.
- 10.11. The Bid is liable for rejection if Financial Proposal contains conditional offer.
- 10.12. The Bidder must quote rates of all the items in a lot/package and quoting the partial items in a lot/package is not allowed. If the bidder does not quote for all items in a lot, its bid for that lot will not be accepted.
- 10.13. **Details to be furnished with Financial proposal (Envelope B)**
 - 10.13.1. Financial Proposal Covering Letter (**Annexure E**).
 - 10.13.2. BOQs/Price Schedule Form/Book duly filled, signed and stamped by the Bidder (**Annexure H**)

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10.13.3. Bid Security of amount (total amount) mentioned in Clause No. 9 of the Tender Document.

10.14. Sealing the Bid

10.14.1. The Technical Proposal shall be placed in a separate cover (**Envelope-A**) and sealed appropriately. The Technical Proposal cover shall be marked as

“Technical Proposal for Development Of Park” –Bid Ref.: due on The “FROM” address and “TO” address shall be written without fail.

10.14.2. The Financial Proposal (**Envelope-B**) shall contain rates of item quoted by the bidder. The Financial Proposal cover shall be marked as

“Financial Proposal for Development of Park” – Bid Ref.: due on: The “FROM” address and “TO” address shall be written without fail.

10.14.3. Outer Cover: The Technical Proposal cover (Envelope-A) and Financial Proposal cover (Envelope B) shall then be put in a single outer envelope and sealed. The outer cover shall be marked as

“Bid for Development of Park” –Bid Ref.: due on _____. The “FROM” address and “TO” address shall be written without fail.

10.15. Mode of Submission of Bids

10.15.1. The Bid should be addressed to “Management Committee, Ministry of Interior Employees Cooperative Housing Society, Islamabad” and dropped in the Tender Box placed at Ministry of Interior Employees Cooperative Housing Society, Islamabad

10.15.2. The Bids received after Due Date and Time or Unsealed or incomplete or submitted by Fax or Email will be summarily rejected.

11. MODIFICATION/WITHDRAWAL OF THE TENDER

11.1. The Bidder 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.

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11.2. 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.

12. BID OPENING

12.1. Technical Proposal Opening

The bid's outer cover and Technical Proposal cover will be opened by Management Committee, Ministry of Interior Employees Cooperative Housing Society on the date and time as specified in the Tender Notice /Bid Data Sheet. The bids will be opened in the presence of the bidders who choose to be present. A maximum of **One** representative for each bidder would be allowed to attend the Bid Opening.

12.2. Suppression of facts and misleading information

12.2.1. During the bid evaluation, if any suppression or misrepresentation of information is brought to the notice of the Purchase Committee, the Committee shall have the right to reject the Bid and if it happens so after selection of the Bidder, the Purchase Committee may terminate the Contract or award of the Contract or further processing of the Bid as the case may be and that will be without any compensation to the Bidder and the Bid Security/Performance Guarantee, as the case may be, shall be forfeited.

12.2.2. It is the Bidder's responsibility to prove the Bidder's requisite qualification, experience and capacity to undertake the project to the entire satisfaction of the Purchase Committee failing which the Bid may be rejected.

13. PRELIMINARY EXAMINATION

13.1. The Procuring Agency shall examine the bids to determine whether they are complete, whether the required documents have been furnished and properly signed, and whether the bids are generally in order.

13.2. In the financial bids (at the time of opening the financial proposal) the arithmetical

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errors shall 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 Bidders/Contractors do not accept the correction of the errors, its bid shall be rejected. If there is a discrepancy between words and figures, the amount in words shall prevail.

14. DETERMINATION OF RESPONSIVENESS OF THE BID

- 14.1.** 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 Bid is one which:
- 14.1.1.** meets a eligibility criteria for the Bidder / the Goods / the Services;
 - 14.1.2.** meets all the mandatory requirements of the evaluation criteria.;
 - 14.1.3.** meets the Technical Specifications for the Goods / the Services;
 - 14.1.4.** meets the delivery period / point for the Goods / the Services;
 - 14.1.5.** is accompanied by the required Bid Security;
 - 14.1.6.** is otherwise complete and generally in order;
 - 14.1.7.** Conforms to all terms and conditions of the Tender Document, without material deviation or reservation
 - 14.1.8.** which offers one Brand/Model/Make for each item (which does not contain any option)
- 14.2.** 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 Bidder's obligations under the Contract.
- 14.3.** 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.

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15. TECHNICAL & FINANCIAL PROPOSAL EVALUATION

15.1 TECHNICAL PROPOSAL EVALUATION

- 15.1.1.** Valid registration certificates for Income Tax and/or Sales Tax;
- 15.1.2.** For Package-A, having relevant experience for minimum 5 years
- 15.1.3.** For Package-B, only Nursery owners having sufficient experience will be eligible to apply.
- 15.1.4.** For Package –B, having 3 years experience in works and services of relevant items;
- 15.1.5.** conforms to the clause of “Responsiveness of Bid” given in this tender document;
- 15.1.6.** Has not been blacklisted.
- 15.1.7.** For Package A, Registered with PEC in related Category or Executed 2 Projects of value Rs 10 Million each in previous 5 years in relevant business.
- 15.1.8.** Bank Statement of Last One Year
- 15.1.9.** Has registered office in Pakistan, preferably in Islamabad/ Rawalpindi.
- 15.1.10.** Documentary Proof of above all.

15.2 FINANCIAL PROPOSAL EVALUATION

- 15.2.1** Technically qualified/successful bidder(s)/Tenderer(s) shall be called for opening of the Financial Proposal(s). The Financial Proposals will be opened in the presence of the Bidders at the time and venue indicated by the Purchaser accordingly. The technically Eligible/Successful Bidder(s)/Tenderer(s) or their authorized representatives against each Lot shall be allowed to take part in the Financial Proposal(s) opening against their relevant Lot(s).
- 15.2.2** Financial Proposal evaluation will be conducted under the Public Procurement Rules, 2014. The Price evaluation will include all duties, taxes and expenses etc. In case of any exemption of duties and taxes made by the Government in favor of the Purchaser, the contractor shall be bound to adjust the same in the Financial Proposal

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16. REJECTION AND ACCEPTANCE OF THE TENDER/BID

- 16.1.** The Purchaser shall have the right, at his exclusive discretion, to increase / decrease the quantity of any or all item(s), under PPRA Rules 2014 without any change in unit prices or other terms and conditions, The Purchase Committee may reject 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.
- 16.2. The Tender / bid shall be rejected if:**
- 16.2.1.** It is substantially non-responsive; or
- 16.2.2.** The bidder does not meet any of the mandatory criteria mentioned in Clause No. 4; or
- 16.2.3.** It does not contain the documentary proof against any of the mandatory criteria mentioned in Clause No. 4; or
- 16.2.4.** the Bidder submits more than one Bids against one Tender; or
- 16.2.5.** The bid is incomplete, partial, conditional, alternative, late; or
- 16.2.6.** the Authorization Certificate could not be verified; or
- 16.2.7.** the bidder does not attach Bid Security in Shape of CDR/Pay Order/DD/LG; or
- 16.2.8.** the bid security is not attached or it is less than the required amount; or
- 16.2.9.** The Bidder submits any financial conditions as part of its bid which is not in conformity with tender document.
- 16.2.10.** the Bidder tries to influence the Tender evaluation/Contract award; or
- 16.2.11.** the Bidder engages in corrupt or fraudulent practices in competing for the Contract award; or
- 16.2.12.** 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; or

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17. CONTACTING THE PROCURING AGENCY

- 17.1.** No Bidder shall contact the Purchase Committee of MIECHS on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.
- 17.2.** Any effort by a Bidder to influence the Procuring Agency in its decisions on bid evaluation, bid comparison, or Contract Award will disqualify the bidder and rejection of the bid. Canvassing by any Bidder at any stage of the Tender evaluation is strictly prohibited.

18. AWARD OF CONTRACT

The Tender will be awarded to the Lowest Evaluated Bidder .

19. LETTER OF ACCEPTANCE (LOA)

After acceptance of the Bids by the Purchase Committee, Letter of Acceptance (LOA) will be issued only to the Successful Bidder.

20. PAYMENT OF PERFORMANCE GUARANTEE (PG)

- 20.1.** The Successful Bidder(s) will be required to remit the Performance Guarantee equivalent to **5% of the value of the contract price**. The PG should be paid by way of Cash Deposit Receipt (CDR) or Bank Guarantee drawn in favor of “Management Committee Ministry of Interior Employees Cooperative Housing Society” as unconditional Guarantee.
- 20.2.** The PG should be submitted within **10 days** of receipt Letter of Acceptance and before signing the contract, to the Management Committee.
- 20.3.** The Performance Guarantee will be forfeited if the Successful Bidder withdraws the Bid during the period of Bid validity specified in the Bid Documents or if the Bidder(s) fails to sign the contract.

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21. REFUND OF BID SECURITY (BS)

The Bid Security (BS) of the Successful Bidder may be adjusted towards Performance Guarantee payable by the firm. If the successful Bidder(s) submits Performance Guarantee for the stipulated value in full by way of Cash Deposit Receipt (CDR) and/or Bank Guarantee, the BS will be refunded. The BS of the unsuccessful Bidder will be refunded on the written request of the Bidder. The Bid Security of the successful bidder shall be released upon his request provided the bidder submits the Performance Guarantee in the shape of CDR and/or Bank Guarantee.

22. ISSUANCE OF SUPPLY ORDER OR SIGNING THE CONTRACT

The Purchase Committee shall issue Supply Order or sign a Contract with the Successful bidder who has submitted the Performance Guarantee.

23. REDRESSAL OF GRIEVANCES BY THE PROCURING AGENCY

- 23.1.** 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 10 days after the announcement of the bid evaluation report.
- 23.2.** The committee shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint.
- 23.3.** Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.
- 23.4.** Any bidder not satisfied with the decision of the committee of the procuring agency may lodge an appeal in the relevant court of jurisdiction.

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GENERAL CONDITIONS OF CONTRACT / SUPPLY ORDER

24. COMPLETION PERIOD

- 24.1.** Completion Period will be counted from the date of issuance of Letter of Acceptance for Package –A. However, for Package-B, letter of Acceptance will also be given to successful bidder, but the Completion Period will start from issuance of Commencement Letter of Works. The details are given below:

Item Name	Completion Period (No. of Days)
Development Of Park (Package A)	150
Development Of Park (Package B)	90

- 24.2.** The Contractor will bear all costs associated with the preparation, delivery and installation of the Items and the Purchaser will in no case be responsible or liable for those costs. The Contractor will make such arrangements to ensure safe delivery of goods. Any damage sustained during transportation / delivery will be rectified by the Contractor at his cost.

25. LIQUIDATED DAMAGES

- 25.1.** When the Contractor fails to deliver or install the goods or both within the time period specified in the contract, the Purchase Committee may, without prejudice to any other remedy it may have under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.1% of the price of the delayed goods per day of delay, maximum up to 10% of the price of total value of the contract.
- 25.2.** The Successful Bidder will be responsible to provide the delivery, delivery Challan and Bill within the delivery period in order to avoid Late Delivery Charges.

26. INSPECTION AND TESTS

- 26.1.** The Inspection Committee of MIECHS shall inspect and test the Goods supplied, the Services provided, under the Contract/Supply Order, to verify their conformity to the Technical Specifications.
- 26.2.** Inspection Committee may verify the authenticity of items from Contractor.
- 26.3.** After the inspection or test if the Purchase Committee is of the opinion that items do not conform to the specification and the criteria mentioned above, the Inspection Committee may reject them, and the Contractor shall either replace the rejected goods or make all alterations necessary to meet the requirements of the specifications free of cost to MIECHS.

**BIDDER'S SIGNATURE AND
STAMP**



27. RELEASE OF PERFORMANCE GUARANTEE (PG)

The Performance Guarantee will be refunded to the Successful Bidder(s) **after six months of completion of work and passing of last bill for Package A and For Package B, it will be released after completion of maintenance period of eight months.**

28. CONTRACT AMENDMENT

- 28.1.** 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.
- 28.2.** No variation in or modification in the Contract shall be made, except by written amendment signed by the Purchaser. The Contractor will have no objection in this regard.

29. TERMINATION FOR DEFAULT

The Purchase Committee of MIECHS may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part if:

- 29.1.** the bidder fails to provide services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.
- 29.2.** the successful bidder fails to deliver goods and services as per its technical specifications offered in the bid
- 29.3.** the successful bidder fails to perform any other obligation(s) under the Contract.
- 29.4.** the bidder, in the judgment of the Purchase Committee has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

**BIDDER'S SIGNATURE AND
STAMP**



30. BLACKLISTING

If the Contractor fails / delays in performance of any of the obligations, under the Contract / Letter of Acceptance, violates any of the provisions of the Contract / Letter of Acceptance, commits breach of any of the terms and conditions of the Contract / Letter of Acceptance or found to have engaged in corrupt or fraudulent practices in competing for the award of contract

Letter of Acceptance or during the execution of the contract / Letter of Acceptance, the Purchaser may 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, as per mechanism provided in Public Procurement Rules, 2014.

31. Force Majeure

Majeure means an act of nature or an event beyond the control of the Contractor and not involving the Contractor's fault or negligence directly or indirectly purporting to misplanning, mismanagement and/or lack of foresight to handle the situation. Such events may include but are not restricted to acts of the Procuring Agency in its sovereign capacity, wars or revolutions, fires, floods, earthquakes, strikes, epidemics, quarantine restrictions and freight embargoes. If a Force Majeure situation arises, the Contractor shall promptly notify the Procuring Agency in writing with sufficient and valid evidence of such condition and the cause thereof. The Committee constituted for Redressal of grievances, shall examine the pros and cons of the case and all reasonable alternative means for completion of purchase order under the Contract and shall submit its recommendations to the competent authority. However, unless otherwise directed by the Procuring Agency in writing, the Contractor shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek reasonable alternative means for performance not prevented by the Force Majeure event.

32. TERMINATION FOR INSOLVENCY

The Procuring Agency may at any time terminate the Contract by giving written notice of 30 days' time to the Contractor if the Contractor becomes bankrupt or otherwise insolvent. In this event, termination shall be without compensation to the Contractor, provided that such termination shall not prejudice or affect any right of action or remedy which has accrued or shall accrue thereafter to the Parties.

**BIDDER'S SIGNATURE AND
STAMP**



33. FORFEITURE OF PERFORMANCE SECURITY

- 33.1.** 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, without prejudice to any other right of action / remedy it may have, forfeit Performance Security of the Contractor.
- 33.2.** Failure to supply required items/services within the specified time period will invoke penalty as specified in this document.

34. PAYMENT

Payment of Running Bills will be made by Management Committee, Ministry of Interior Employees Cooperative Housing Society through its clearance by Inspection Committee. The Contractor will supply the bill on 1st of every month and after verification, the payment will be made after deduction of Government Taxes and Retention Money.

35. RETENTION MONEY

5% Retention Money will be withheld of total value of contract, to be deductible at every bill payment. It will be released along Performance Security after completion of warranty/maintenance period.

**BIDDER'S SIGNATURE AND
STAMP**



36. Warranty & Maintenance

- 36.1.** In the work mentioned in Package A, Contractor will give warranty for Six months and will do the maintenance of these works for a period of Six months after completion of said works. For this no compensation will be provided by the Purchaser.
- 36.2.** For Package B, the Contractor will be responsible for the Maintenance of these works for the period of Eight Months after the completion of said works.
- 36.2.** The Contractor shall confirm that the goods supplied under this contract are new and unused. The Contractor shall further warrant that all goods supplied under this contract shall have no defect arising from design materials or workmanship or from any act or omission of the Contractor that may arise under the normal use of the supplied goods in the conditions prevailing in the MIECHS.
- 36.3.** The Management Committee shall notify the Contractor in writing of any claim arising under the warranty. Upon receipt of such notice, the Contractor shall repair or replace the defective goods or works within **ten days**, inclusive of, where applicable, the cost of inland delivery of the repaired or replaced goods or materials from the port of entry to the final destination and their installation/replacement.
- 36.4.** During the warranty Period the Contractor will be responsible to provide service or replacement of material to keep all the work in working condition.

**BIDDER'S SIGNATURE AND
STAMP**



37. ADDITIONAL CLAUSES:

- 37.1. The site for proposed work measures 20 Kanals (Approx.) and is located adjacent to Street # 10, G-16/4, MIECHS, Islamabad. The Bidders are requested to visit the site in order to make themselves familiar with the requirements of the Client, and also satisfy themselves about the topography, soil, nature of Ground and Sub-Soil Strata which may influence and effect their rates. The Bidder acknowledges, when he submits the tender, that he has inspected the Site and his rates are inclusive of all incidental expenditure to be incurred for the execution of the job.
- 37.2. There will be No adjustments in the rates quoted by the Contractor due to increase or decrease in the scope of work listed in BOQs/Price Schedule.
- 37.3. The work covers the requirements for the furnishing of all labor, materials, tools, equipment, electricity and water arrangements, trees and shrubs, etc. as well as supervision and care necessary for or incidental to the work involved as per design and drawings of the project.
- 37.4. The responsibility for processing and providing all materials shall be that of the Contractor.
- 37.5. The Management Committee, MIECHS will be the supervisor of the work and will carry out detailed supervision of the work through any person deputed by them.
- 37.6. The Management Committee, MIECHS, shall have the right of reject, all or any of the bids, without assigning any reason, and will not be bound to accept the lowest bid.

**BIDDER'S SIGNATURE AND
STAMP**



Annexure- A Technical Proposal Covering Letter

To

Management Committee
MIECHS Sector G-16, Islamabad

Dear Sir,

We are hereby submitting our Proposal, which includes the Technical Proposal and the Financial Proposal sealed in two separate envelopes. We have attached the **Technical Bid Form, Check List, Detailed Specifications** and the required **supporting documents** along with our Technical Bid.

Yours sincerely,

Authorized Signature

(In full and initials)

Name and Designation of Signatory Name of Firm Address

MIECHS Sector G-16, Islamabad

**BIDDER'S SIGNATURE AND
STAMP**



Annexure- B Check List

The bidder must attach this list along with the Bid

1.1. Packing of the Bid

S#	Description	YES/NO
1	Whether the Bid is submitted in Two Envelopes	
2	Technical Proposal	<i>Envelope A</i>
3	Financial Proposal	<i>Envelope B</i>
4	Whether both Technical and Financial Proposals are put into another Outer Envelope.	

1.2. SUBMISSION AND ARRANGEMENT OF SUPPORTING DOCUMENTS

The Bidder must provide all the Supporting Documents, number all the pages of supporting documents, provide the page information and arrange the documents in the following order:

Envelope A: Enclosures of Technical Proposal		Attached YES/NO	Page#
1	Check List		
2	Covering Letter		
3	Technical Bid Form duly signed and Stamped by the Bidder		
4	Copy of Income Tax Registration Certificate and/or Copy of Sales Tax Registration Certificate		
5	Affidavit/Undertaking on the Stamp Paper		
6	Receipt issued by MIECHS acknowledging Tender Fee		
7	For Package A, Registered with PEC in related Category		
8	For Package A, Executed Two(2) Projects of value Rs Ten Million in previous Five(5) years in relevant business		
9	For Package-B, Only Nursery owners having sufficient experience		
10	Has got experience of Five(5) years for Package A and Three(3) years experience for Package-B, in works and services of relevant items;		
11	Copy of CDR/Bank Guarantee Only		
Note: All the above documents and any other supporting document must be numbered and page number must be mentioned in the column specified for the purpose.			
Total Number of pages attached with the Technical Bid		_____ Pages	

12 **Tender Document** duly signed and stamped each page by the bidder must be attached at the end of the Technical Bid but numbering is not required for this document.

Envelope B : Enclosures of Financial Proposal #		Attached YES/No	Page
1	Financial Proposal Covering Letter		
2	Price Schedule Form duly filled, signed and stamped by the bidder		
3	Bid Security in shape of CDR		

BIDDER'S SIGNATURE AND STAMP



Annexure- C

BID FORM

Technical Bid Form

S#	Particulars	Bidder's Response
A	Information about the Bidder	
	Name of the Company	
	Year of Incorporation/Registration	
	NTN Registration Number	
	GST Registration Number	
	No. of Branches	
	Location of Branches in (Cities)	
	Address	
	Office Telephone Number	
	Email Address of the Company	
	Name of Contact Person	
	Mobile No. of Contact Person	
	Email Address of Contact Person	
B	No. of Staff Members	
E	Bank Statement Of Last One Year	Attached Yes <input type="checkbox"/> No <input type="checkbox"/>
	Has Not Been Blacklisted by any institution in Pakistan	Yes <input type="checkbox"/> No <input type="checkbox"/>

**BIDDER'S SIGNATURE
AND STAMP**



**Past Performance (Detail of Top Two relevant Projects Completed from 2015 onwards)
Package-A**

Sr #	Name Of The Project	PO/LOI/Contract No.& Date	Value Of Project (In Millions)	Item details	Customer (name of The Institution)	Customer Contact Person Name and Phone No.
1						
2						
3						



Annexure- D AFFIDAVIT/BIDDER'S UNDERTAKING ON THE STAMP PAPER
(On Rs. 100/- STAMP PAPER)

Ref: **Tender No.** MIECHS / T e n d e r / 2 0 19 - 20 /01

1. We have examined the Tender/Bid Document and we undertake to meet the requirements regarding supply of Items, warranty and services as required and are prescribed in the Tender Document.
2. 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.
3. We have read the provisions of Tender/Bid Document and confirm that these are acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our response shall not be given effect to.
4. We agree to unconditionally accept all the terms and conditions set out in the Tender/Bid Document
5. We undertake, if our Bid is accepted, to supply the items within the delivery period mentioned in the Tender Document.
6. We understand that no document regarding evaluation criteria will be accepted after opening of the Technical Bids and we are bound to provide all the documentary proofs regarding evaluation criteria or any other supporting document at the time of opening of Technical Bids.
7. We agree that the Purchase Committee of MIECHS is not bound to accept the lowest or any of the bids received. We also agree that the Purchase Committee reserves the right in absolute sense to reject all the products/ services specified in the Bid Response without assigning any reason whatsoever under PPRA Rules 2014.
8. We also declare that our Company/Organization is not blacklisted by any of the Departments/ Institutions/Autonomous Bodies of Federal or Provincial Government in Pakistan.
9. We undertake to provide complete service and replacement of parts during the warranty period of the item.

**BIDDER'S SIGNATURE AND
STAMP**



[Name and Signatures of authorized Person along with stamp]

**Annexure- E Financial Proposal Covering Letter
(to be attached with Financial Proposal)**

To

Management Committee

MIECHS
Islamabad

Dear Sir,

With Reference to your Tender No. MIECHS / T e n d e r / 2 0 1 9 - 2 0 / 0 1 for
(title of the Tender).

Please find attached our Financial Proposal for the sum of Rs. (*insert amount in words and figures*)_.

This amount is inclusive of all taxes.

We have attached the Bid Security of amount Rs. (*insert amount in words and figures*) having
CNo.

along with our Financial Bid.

Yours sincerely,

Authorized Signature

**BIDDER'S SIGNATURE AND
STAMP**

MIECHS Sector G-16, Islamabad



Annexure- F Contract Agreement Form

THIS AGREEMENT made the *[day]* day of *[month]* *[year]* between *[Ministry of Interior Employees Cooperative Housing Society]* (hereinafter called “MIECHS”) of the one part and *[name and address of Contractor]* (hereinafter called “the Contractor”) of the other part:

WHEREAS the MIECHS invited Tenders for certain goods and related services, viz, *[brief description of goods and related services]* and has accepted a Tender by the Contractor for the supply of those goods and related services in the sum of Rs. *[Contract Price in figures and in words]* (hereinafter called “the Contract Price”).

NOW THEREFORE the parties hereby agree as follow:

- 1- The following documents attached shall be deemed to form and integral part of this Contract:
 - i- Tender/Bid Document
 - ii- Letter of Acceptance
 - iii- Performance Guarantee equal to 5% of Contract Price in shape of CDR or Bank Guarantee.
- 2- The Terms and Conditions of Supply Order/Contract given in the Tender/Bid Document will be applicable.
- 3- The mutual rights and obligations of the MIECHS and the Contractor will be preserved in light the of Terms and Conditions mentioned in the Tender /Bid Document.

IN WITNESS whereof the parties have caused this Contract to be executed in accordance with the laws of Pakistan on the day, month and year written above.

For MIECHS:

Signature

Print Name

Title

For the Contractor:

**BIDDER’S SIGNATURE AND
STAMP**



Annexure- G

Bank Guarantee Format for Performance Security

[This is the format for the Performance Security to be issued by a scheduled bank of Pakistan]

Contract No: Date:

To:

[Name and address of Procuring Entity]

PERFORMANCE GUARANTEE No: *[insert Performance Guarantee number]*

We have been informed that *[name of Contractor]* (hereinafter called “the Contractor”) has undertaken, pursuant to Contract No *[reference number of Contract]* dated *[date of Contract]* (hereinafter called “the Contract”) for the supply of *[description of goods and related services]* under the Contract.

Furthermore, we understand that, according to your conditions, Contracts must be supported by a performance guarantee.

At the request of the Contractor, we *[name of bank]* hereby irrevocably undertake to pay you, without cavil or argument, any sum or sums not exceeding in total an amount of Rs. *[insert amount in figures and in words]* upon receipt by us of your first written demand accompanied by a written statement that the Contractor is in breach of its obligation(s) under the Contract conditions, without you needing to prove or show grounds or reasons for your demand of the sum specified therein.

This guarantee is valid until *[date of validity of guarantee]*, consequently, we must receive at the above-mentioned office any demand for payment under this guarantee on or before that date.

[Signatures of authorized representatives of the bank]

Signature

Seal

**BIDDER'S SIGNATURE AND
STAMP**









