



GIKI INSTITUTE OF ENGINEERING SCIENCES AND TECHNOLOGY, TOPI
(WORKS DEPARTMENT)

ROOF TREATMENT AND LEAKAGE PROOFING OF BUILDINGS AT GIKI INSTITUTE

Tender No: GIKI/PD/WORKS-785/20

Objectives & Background:

The purpose of this project is to identify and select a professional firm with proven experience in Roof treatment and leakage proofing of RCC slabs to control leakage and solar panel enablement, using proper methodology and technology including the removal work and washing of debris and dirt, cracks/surface treatment with sloping screed, waterproofing, protection/filtration layer and site clearance & testing etc.

The required scope of work (in terms of implementation of work) and performance conditions are described in the Schedule of requirement.

Issued by: Dy. Director Works

Signature of the Bidder: _____

Stamp of Bidder: _____

TENDER BIDS SUBMISSION & OPENING DATE AND TIME

TENDER NOTICE: GIKI/PD/WORKS-785/20

ROOF TREATMENT AND LEAKAGE PROOFING AT GIK INSTITUTE BUILDINGS

Tender No.	Description/Specification	Date of Submission of Tender Documents	Date Opening of Tender
GIKI/PD/WORKS-785/20	ROOF TREATMENT AND LEAKAGE PROOFING OF GIK INSTITUTE BUILDINGS	1500 hours 11 September, 2020	1530 hours 11September 2020

Dy. Director Works
GIK Institute, Topi

GIK INSTITUTE OF ENGINEERING SCIENCES AND TECHNOLOGY, TOPI

Evaluation Criteria

S. No.	Item Name and Description	Maximum Marks
1	Relevant Experience or Similar Projects	8
2	List of clients where such projects completed	5
3	Completion letter from clients clearly about previous work done	5
4	Registration with tax authorities (Sales Tax & Income tax)	4
5	Last 3 months Bank Statement	3
6	Proposed Materials, Project Methodology and Treatment Technology	25
7	Guarantee / Warranty	10
TOTAL		60

Note: Please submit documents as per above mentioned criteria

- *Technical qualification status shall be decided on Pass/Fail basis. The applicant must secure at least 75% accumulative score.*
- *Order/contract will be awarded on basis of highest score considering 60% Technical and 40% Financial.*

Dy. Director Works
GIK Institute, Topi

GIK INSTITUTE OF ENGINEERING SCIENCES AND TECHNOLOGY, TOPI

TENDER NO.

GIKI/PD/WORKS-785/20

TENDER DOCUMENT

WORKS DEPARTMENT

Ph: 0938-281026 EXT (2747) Fax: 0938-281045

Email: usmanghani@giki.edu.pk

Web: www.giki.edu.pk

GIK INSTITUTE OF ENGINEERING SCIENCES AND TECHNOLOGY, TOPI

WORKS DEPARTMENT

PROJECT OVERVIEW:

GIK INSTITUTE OF ENGINEERING SCIENCES AND TECHNOLOGY, TOPI, having (hereinafter referred to as the Client) invites sealed bids from eligible bidder(s) under Single Stage two envelope bidding system containing Technical and Financial Bids separately for the work and services described in the Schedule of Requirement. All the Annexure from “A” to “L” are integral part of the Tender Document and its compliance is mandatory and must be signed and stamped by the vendor/Contractor and attached with the relevant proposal, otherwise bids will be rejected.

The Technical proposals will be opened on the date mentioned in Tender Notice in the presence of bidders present at the time of opening.

INSTRUCTIONS TO BIDDER(S):

- 1.1. The bidder(s) shall indicate treatment methodology and may bring samples of materials and bear all cost associated with the preparation and delivery of their bids. The Client will in no case be responsible or liable for those costs.
- 1.2. In case of any doubt as to the meaning of any portion of the Specifications or other Terms and Conditions, bidder(s) may seek clarification of the same in writing, but not later than 4 days prior to deadline for submission of bid(s) prescribed by the Client.
- 1.3. At any time prior to the deadline for submission of bids, a modification in bidding document in the form of an addendum can be issued in response to a clarification requested by a respective bidder(s) or even whenever the Client considers it beneficial to issue such a clarification and/or amendment to all bidder(s). The clarification/amendment issued (in general) shall be placed on the GIK INSTITUTE web site for the intimation to all the prospective bidder(s).

Bidder(s) are required to submit their bid(s), which will bear words “CONFIDENTIAL” and for **TENDER NO. GIKI/PD/WORKS-785/20** as per Tender Notice.
- 1.4. The Client will not take any responsibility for collecting the bids from any Agency.
- 1.5. The Client reserves the right to increase or decrease the quantities or may cancel the tender without assigning any reason thereof.
- 1.6. The Client reserves the right to have the work done inspected by its own representative, or by 3rd party at its own cost (if required).
- 1.7. It must be indicated in the offer that the Bid fully conforms to Technical Specifications and Terms and Conditions of the Tender.
- 1.8. The Client reserves the right to accept or reject any bid and to annul the bidding process and reject all the bids at any time prior to award of Contract without thereby incurring any liability to the affected bidder(s) or any obligation there under. However, GIK Institute shall upon request communicate to any bidder(s) who submitted a bid, the grounds for its rejection, but it is not required to justify those grounds.
- 1.9. Unsolicited advice/clarifications and personal approaches by the bidder(s) at any stage of evaluation are strictly prohibited and shall lead to disqualification.
- 1.10. The bidder(s) are expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding

Documents or submission of a bid not substantially responsive to Bidding Documents in all respect will result in the rejection of the bid(s).

- 1.11. All prospective bidder(s) are advised to read carefully all terms & conditions mentioned in the Tender Documents prior to filling / submission of their Bid.
- 1.12. Black listing procedure of the Company is attached as Appendix-L. The bidders, contractors, Contractors, agents, consultants, partnership or firms shall be dealt accordingly.

2. **BID PRICES:**

- 2.1. Firm bid prices shall be quoted in Annexure-B duly filled-in, stamped and signed by authorized representative of Bidder(s) but less than a Director/Proprietor/ Partner. Prices must be quoted as per format of Schedule of Requirement (SOR).
- 2.2. Bidding Forms and Bid Summery Sheets from Annexure – “C” to “F” and “H” to “K” must also be duly filled-in, stamped and signed by authorized representative of bidder(s).
- 2.3. Prices must be quoted in Pakistani currency inclusive of all taxes and duties, indicating unit price and total bid prices. GST must be quoted separately along with copy of GST Certificate. Bids offering prices in foreign currency will be rejected. Conditional bid / bid having any price adjustment formula will be rejected.
- 2.4. Prices must be quoted including all charges like handling, loading, transportation and un-loading, Octroi and Zila Tax etc. for delivery of material at Client’s stores located at **required delivery location.**
- 2.5. Quoted prices will be valid for 120 days from the opening date of the **Financial Bid.**
- 2.6. Technical brochure/literature confirming Size, Brand & Country of Origin of quoted items/material must be attached with the Technical Bid (where deemed necessary).
- 2.7. Any Bid not confirming to Clause 2.1 to 2.6 shall be rejected without any right of appeal.
- 2.8. Discount (if any) shall only be entertained on Schedule of Requirement of Bidding Document (Financial Proposal). If the discount is mentioned elsewhere in the bid, the same shall not be entertained.
- 2.9. Tender submitted without Tender Fee Rs 2,000/- (in shape of Pay Order/Demand Draft) & earnest money CDR should be rejected at the time of opening of Tender.

3. **BID SECURITY MONEY:**

- 3.1. The sealed bids complete in all respect must reach in the office of Dy. Director Works GIK Institute along with Bid Security Money of PKR. 600,000/- may be issued in the name of GIK INSTITUTE OF ENGINEERING SCIENCES AND TECHNOLOGY, TOPI in shape of CDR to be attached with financial offer.
- 3.2. Short Bid Security Money or Crossed Cheque as Bid Security Money is not acceptable.
- 3.3. The Bid Security Money of un-successful bidder(s) will be returned after award of Contract to successful bidder(s). The Bid Security Money of successful bidder(s) will be discharged / returned upon bidder(s) furnishing the executing the order/contract (Subject to the satisfactory report without any objection from the end user).

- 3.4. The Bid Security Money of bidder(s) whose bid is rejected under Clause 2.7 will be returned forth-with.
- 3.5. The Bid Security Money shall be forfeited:
 - 3.6.1. If a bidder withdraws its bid during the period of bid validity.
 - 3.6.2. In case of successful bidder, who fails (a) to sign the contract; (b) to furnish performance security (if any).

4. SEALING AND MARKING OF BIDS:

- 4.1. The bidder(s) shall furnish Technical & Financial Bid(s) in a two sealed envelope.
- 4.2. Bids (Technical) will be opened publicly on the same day as mentioned in schedule of requirement.
- 4.3. Earnest money as mentioned in Press Tender Notice must be enclosed with Financial Bid.
- 4.4. Contract will be awarded to lowest evaluated bidder based on technical and financial.
- 4.5. The bid shall be submitted in a sealed envelope marked as under:
- 4.6. The envelope shall also bear the word "CONFIDENTIAL" and following identifications:-
TENDER NO. GIKI/PD/WORKS-785/20
DON'T OPEN BEFORE (AS PER SCHEDULE MENTIONED IN THE TENDER NOTICE/SOR)
TECHNICAL/FINANCIAL BID(s) (INDICATE ONE ON EACH ENVELOPE)
- 4.7. If the envelope is not marked, as instructed above, the Client will assume no responsibility for the misplacement or premature opening of bid(s).

5. DEADLINE FOR SUBMISSION OF BIDS:

- 5.1. The bids must be delivered at the Conference Room on 1st Floor, Admin Block, GIK Institute, Topi on or before as per schedule mentioned in Press Tender Notice and the same will be opened accordingly.

6. LATE BIDS:

- 6.1. Any bid received by the Client after the prescribed deadline for submission of bids mentioned in Press Tender Notice will not be accepted and returned un-opened to the bidder(s).

7. BID OPENING:

- 7.1. The Client will open the Technical Bid, in the presence of bidder's representative(s) who may choose to attend on date, time and location mentioned above.
- 7.2. The bidder(s) names, bid prices including bid price modification and bid withdrawals, if any, will be announced at the time of financial bid opening.
- 7.3. The Client will examine the bids to determine whether they are complete, no computational errors have been made, the required sureties have been furnished, documents have been properly signed, and the bids are generally in order.
- 7.4. Arithmetical errors found will be corrected as follows:

- 7.4.1. Where there is a discrepancy between amount in figures and word, the amount in word will prevail.
- 7.4.2. Where there is a discrepancy between the unit price and the total amount derive from the multiplication of the unit price and the quantity, the unit price as quoted will govern, unless there is an obvious gross arithmetical error in unit price, in which event, the extended amount quoted would prevail.
- 7.4.3. In case the due date of bids opening falls on a holiday, the bids shall be opened on the next working day.

8. DETERMINATION OF RESPONSIVENESS:

- 8.1. After opening of the bids, the Client will determine whether each bid is substantially responsive to the requirements of the bidding documents.
- 8.2. For the purpose of this clause, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviation. A material deviation is one which means in-consistent with the bidding document, affects in any substantial way the scope, quality or prescribed delivery schedule or which limits in any substantial way, the Client's right or the bidder's obligation under the contract.
- 8.3. A bid determined to be a non-responsive will be rejected by the Client and shall not subsequently be made responsive by the bidder(s) by correction of the non-conformity.
- 8.4. The Client may waive any minor deviation non-conformity or irregularity in a bid, which does not constitute a material deviation, provided that the waiver does not prejudice or affect the relative standing order of other bidder(s).
- 8.5. To assist in determining a bid's responsiveness the bidder(s) may be asked for a clarification of his bid. The bidder(s) is not permitted, however, to change bid price or substance of his bid.
- 8.6. The bidder(s) may lodge a written complaint for redressed of their grievances and disputes to Dispute Resolution Committee within fifteen days of the placement of the Technical Evaluation report on the web.

9. ISSUANCE/ACCEPTACNE OF CONTRACT:

- 9.1. The Client will issue Contract to the successful bidder(s) whose bid is determined to be the best lowest evaluated bid.

10. PAYMENT:

- 10.1 Payment shall be made after verification of the actual work done on site by Works Department.

11. PROJECT SCHEUDLE/TIMELINE:

- 11.1 Three calendar months from the order to commence the work.

12. EXTENSION IN TIME:

- 12.1 The work shall be executed by the Contractor in accordance with the delivery schedule given in Contract.
- 12.2 The Contractor may claim extension of the time limits as set forth in the Contract in

case of:-

- 12.3 Changes in the specifications and scope of work by the Client.
- 12.4 Delays in provision of clarifications regarding material, drawings and services by the Client.
- 12.5 Force Majeure pursuant to Clause # 14.
- 12.6 Justified reasons subject to a written request high-lighting the same within a period of seven working days prior to expiry of duration of project.
- 12.7 It should be noted that a request for extension in time period shall be considered only if the Contractor agrees in writing to pay any increase in taxes or any other charges levied by the Government during the extended delivery period. Client shall not bear any additional price increase during the extended period.
- 12.8 In case of extension in time, the Contractor will extend validity of Performance Bond accordingly at his cost.
- 12.9 If the Contractor fails to execute the work for any reason, within stipulated time, the Performance Bond shall be forfeited and the work shall be executed at the risk and cost of the contractor.

13. LIQUIDATED DAMAGES:

- 13.1 If the contractor fails to complete the work within the specified time, the GIK Institute reserves the right to blacklist the contractor for future business or forfeit the security money or impose penalty @ 0.35% per day of the contract value or may impose any other financial penalty as deemed fit.
- 13.2 Even after imposition of LDs, if the Contractor fails to complete the work, the Client reserves the right to cancel the Contract and to forfeit the earnest money (if applicable) after intimating the Contractor for such cancellation / forfeiture.

14. FORCE MAJEURE:

- 14.1 The Contractor shall not be liable for penalty for delay in completion of work, if, and to the extent delay in completion or other failure to perform his obligation under the Contract, of being the result of occurrence of Force Majeure i.e. causes such as natural calamities, war, civil disturbance, military action, fire as well as other circumstance proved to the satisfaction of the Client to be beyond the reasonable control of the Contractor, which may impede the fulfillment of the obligations under the Contract.
- 14.2 The Contractor shall notify the Client promptly of the occurrence of Force Majeure and submit his case in writing within 07 days of such occurrence.
- 14.3 If any of the party is prevented to fulfill its assumed obligations by Force Majeure of constant duration of at least one month, the party shall meet for negotiation. If no satisfactory agreement is reached within a period of two months from the Commencement of the Force Majeure conditions, either party shall have the right to cancel the Contract with immediate effect.

15. INSPECTION AND TEST:

- 15.1 The Client's representative (s) shall have the right to inspect and/or test the work done to verify their conformity with respect to specifications mentioned in the Contract.

- 15.2 Should any inspected or tested work failed to conform to the specifications the Client shall reject the work done and Contractor shall redo the reject work. All costs incurred on such redo work shall be entirely born by the Contractor.
- 15.3 Rejected material shall be moved/ replaced by the Contractor within 07 days from the receipt of letter/fax issued by the WORKS DEPARTMENT. The Contractor shall be liable for the **storage** charges @ 0.2% (half percent) of the cost of rejected material on every day basis, if the same is not removed within seven days.
- 15.4 Acceptance/rejection of the work done by 3rd party (where required) will be final and binding on both the parties.

16. WARRANTY:

- 16.1 The Contractor shall warrant that the work is done under Contract and as such shall be in according to specifications given in Contract and approved technology/methodology etc. Any deviation will be replaced by the Contractor at his cost.
- 16.2 The Client shall promptly notify the Contractor in writing, of any claims arising under this warranty.
- 16.3 The Contractor will invariably provide warranty/guarantee of the roof treatment/leakages

17. QUALIFICATION OF SELECTED BIDDER(S):

- 17.1 The Client will determine to its satisfaction whether the bidder(s) selected as having submitted the lowest evaluated, technically responsive bid qualifies to satisfactorily perform the order.
- 17.2 The determination will take into account the bidder(s) financial, technical & production capabilities and availability. The bidder(s) shall provide necessary documents as a proof along with the bid.
- 17.3 Any affirmative determination will be a pre-requisite for award of the Contract to the bidder(s). A negative determination will result in rejection of the bid.

18. Project Methodology

The successful firm in the tender process will be required to provide complete methodology for Roof treatment and leakage proofing of RCC slabs to control leakage of the all affected buildings in GIK Institute. The methodology should be in line with the schedule of requirement.

19. You are encouraged to inform WORKS DEPARTMENT on the following addresses/ contacts, in case where any GIK Institute employee ask for any type of favor whether monetary or in kind:-

DESIGNATION	ADDRESS	TEL #	FAX #	E. MAIL
Deputy Director Works	Ghulam Ishaq Khan Institute, Topi.	0938-281026 (Ex: 2747)	0939-281045	usmanghani@giki.edu.pk

SPECIAL STIPULATIONS

The stipulations outlined hereunder in the form of a Table summarize certain terms and conditions which are set forth in the Instructions to bidders. General conditions of contract, special provisions and these stipulations form an integral part of the contract.

1.	Retention Money	The Retention money shall be deducted from Interim Payment Certificates (Running Bills) at the rate of 10% of verified amount of running bills/Interim payment made to contractors and will be paid back after completion of the defect liability/warranty period.
2.	Limit of Retention Money	5 % of Contract Price stated in the Letter of Acceptance.
3.	Time of signing of formal agreement with the successful Tender	Within 7 (Seven) days of the date of issue of Notice of Award or as agreed.
4.	Time of submission of Performance Bank Guarantee/Insurance Guarantee.	Within 15 (Fifteen) days of the date of issue of Notice of Award.
5.	Amount of Performance Bank Guarantee/ Insurance Guarantee.	10% (Ten percent) of the contract price from a scheduled Bank/approved Insurance Company.
6.	Release of Performance Bank Guarantee/ Insurance Guarantee.	On issue of Defect Liability Certificate by the Client.
7.	Time of commencement of work.	Within 7 (Seven) days of employer's order to commence the work.
8.	Time of completion of works	Three (3) Calendar months from the order to commence the works.
9.	Amount of liquidated damages for Non-completion of the works within Stipulated time.	1% of the Contract Price for each day of delay in completion of the Works subject to a maximum of 10% of Contract Price stated in the Letter of Acceptance.
10.	Limit of liquidated damages.	10% (Ten percent) of the contract amount stated in Letter of Acceptance.
11.	Defect Liability Period	10 years after issuance of Completion Certificate by the Client.
12.	Minimum amount of Interim Payment Certificates (Running Bills)	Payment shall be made on actual work done on site in three installments and bills will be submitted by the Contractor. Payment of bill will be released within 10 to 15 days of submission of verified Contractor's bill from the Client.
13.	Release of retention money.	50% on issuance of completion certificates & remaining 50% after issuance of maintenance Certificates on completion of Defect Liability period.

14.	Insurance of Works.	Full value of the works and temporary works executed from time to time plus full value of materials brought to the site by the Contractor.
15.	Insurance against injury to workman.	As per relevant laws.
16.	Approved Insurance Companies include	i. Adamjee Insurance Company ii. EFU General Insurance Company iii. New Jubilee Insurance Company
17.	Deduction of Income Tax	All payments shall be subject to deduction of sales tax and income tax at source as per provisions of the Income Tax Ordinance, 2001 and rules framed there under
18.	Compliance of labor laws	The contractor shall be entirely responsible to comply with all labor laws as required (social security, EOBI, etc.)
19.	Engineer's Authority to issue Variation in an Emergency with prior approval	2% of the Contract price.
20.	Penalty Clause	If the Contractor fails to perform the assigned tasks during the specified period as per contract, the Client reserves the right to blacklist him for future business with GIK and/or may impose a financial penalty as per following rates: 0.10% of the contract amount per day for 10 days 0.15% of the contract amount per day for 20 days 0.20% of the contract amount per day for 30 days 0.30% of the contract amount per day after one month.
21.	Escalation Clause	NO escalation shall be allowed.
22.	Mobilization Advance	Maximum of 10% Mobilization Advance is allowed against Bank Guarantee by a Scheduled Bank

SCHEDULE OF REQUIREMENT

Tender No.	Sr. No.	Description/Specification	Qty	Unit Price (RS)	Unit Price with 17% GST (RS)	Total Cost including GST (RS)	Bid Security (PKR. 600,000/-)
GIKI/PD/WORKS-785/20	1	<p><u>Removal work</u> Removal of all existing system (including cant strip , screed , heat insulation board ,bituminous membrane) with proper cleaning by steel brush to reach concrete slab and disposal of the removed material to the disposal site as specified by GIKI.</p> <p><u>Cracks Treatment</u> All major crakes in concrete slab will be opened by grinder , cleaning by air blower then treating by cement / sand mortar 1:3 with Latex & all minor cracks will be treated by mastic & caulking sealant.</p> <p><u>Sloping Screed</u> a) Supply & laying of screed (2"-3" average thickness) for slope by cement concrete 1:2:4 using pan crushed stone. Note: Additional thickness (if required) will be charged on pro rata bases. b) Preparing of cant strip 3"x3" by cement / sand mortar 1:4 all around perimeter of roof.</p> <p><u>Waterproofing</u> a) Application of a primer coat at roof area and parapet wall by latex based co-polymeric, flexible, cement admixture b) Application of three (03) coats at roof and parapet wall by elastomeric waterproofing liquid membrane (acrylic copolymers based ready to use waterproof & vapor barrier liquid membrane coating with embedding fabric reinforcement) around the parapet wall.</p> <p><u>Protection/Filtration Layer</u> Supply & Laying of Geotextile non-woven 300g/m² as a protecting & filtration layer at over all waterproofed surface.</p> <p><u>Clearance of Site</u> In case of discrepancy between the unit price and total, the unit price shall prevail.</p>					

Areas to be considered for Water Proofing of Affected Buildings				
S#	Building	Qty	Area (sft)	Total Area (sft)
1	FME	1	43500	43500
2	FMCE	1	38500	38500
3	FCSE+FEE	1	43000	43000
4	FES	1	39500	39500
5	Guest House	1	13700	13700
6	Central Library	1	11925	11925
7	Admin Block	1	10500	10500
8	Sport Complex	1	65919	65919
9	D-Type Flats	4	5778	23112
10	E-Type Flats	5	4833	24165
11	F-Type Flats	4	3192	12768
12	Students Hostels	7	12034	84238
Grand Total:				410827

For faculties and other building, the above figure for area is tentative. Proposal for waterproofing shall be submitted separately for each phase indicated above.

BIDDING FORM (TECHNICAL BID)

Dy. Director Works

GIK Institute of Engineering Sciences
and Technology, Topi

Gentlemen,

1. Having examined the Bidding Documents including the specifications & Schedule of Requirement, the receipt of which is hereby acknowledged, we the undersigned offer the proposal for roof treatment in conformity with Tender Document.
2. We undertake if our bid is accepted, to commence Contract within 30 days (Please specify days) from the date of receipt of your firm Contract.
3. If our bid is accepted, we will provide the Performance Bond equal to 10% of the Contract excluding GST, for due performance of the Contract.
4. We agree to abide by all the terms & conditions of the tender for the period of 120 days from the opening of financial proposal & it shall remain binding upon us and may be accepted at any time before the expiry of that period or any extension thereof agreed by us.
5. Until a formal Contract is placed, this bid, together with your written acceptance thereof, shall constitute a binding contract between us. We understand that you are not bound to accept the lowest priced or any bid you may receive.

Dated this _____ day of _____ 20_____

(Signature) (In the capacity of)

Duly authorized to sign Bid for and on behalf of _____

(Signature of Witness)

Name: - _____

Address: - _____

BIDDING FORM (FINANCIAL BID)

Dy. Director Works

GIK Institute of Engineering Sciences
and Technology, Topi

Gentlemen,

1. Having examined the Bidding Documents including the specifications, the receipt of which is hereby acknowledged, we the undersigned offer proposal for roof treatment in view of the conditions of Tender for the sum of Rs. _____ (Total bid amount in words) (inclusive of all taxes) or such other sum as may be ascertained in accordance with the said conditions.

2. Until a formal Contract is placed, this bid, together with your written acceptance thereof, shall constitute a binding contract between us. We understand that you are not bound to accept the lowest priced or any bid you may receive.

Dated this _____ day of _____ 20_____

(Signature) (In the capacity of)

Duly authorized to sign Bid for and on behalf of _____

(Signature of Witness)

Name: - _____

Address: - _____

BID SUMMARY SHEET

TENDER NO. GIKI/PD/WORKS-785/20

(TO BE ATTACHED WITH TECHNICAL BID)

1. Bidder Name _____
Address, Phone & Fax No E-mail _____
address _____

2. Manufacturer Name & Country of _____
Origin: _____

3. Items Quoted:(give serial no. only): _____

4. Price Validity: _____

5. Offered Contract Period: _____

6. GST Registration No: _____

7. Income Tax Registrations No. _____

8. Provincial Tax Registration No. _____

9. Bidding form (Annexure-C attached with Technical bid: Yes () No () _____

10. Any Deviation: _____

Signature _____

Name & Designation _____

BID SUMMARY SHEET

TENDER NO. GIKI/PD/WORKS-785/20

(TO BE ATTACHED WITH FINANCIAL BID)

1. Bidder Name _____
Address, Phone & Fax NO. _____
E-mail address _____
2. Manufacturer Name & _____
Country of Origin: _____
3. Items Quoted:(give serial no. only): _____
4. Price Validity: _____
5. Total SOR Price: _____ Rs _____
(Inclusive of all taxes except GST)
6. Total SOR Price (Including Taxes): _____ Rs _____
7. Offered Contract Period: _____
8. Payment Terms: _____
9. GST Registration No. _____
10. Bidding Form (Annexure-C-1 attached with financial bid): Yes No
11. Any Deviation: _____

Signature _____

Name & Designation _____

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.
CERTIFICATE

Submitted to GIK Institute with the reference to Contract No. _____ hereby declares its intention not to obtain or induce the procurement of any contract, right, interest, privileges or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any corrupt business practice.

Without limiting the generality of the foregoing, the Seller/ Contractor represents and warrants that it has fully declared the brokerage, commission, fees etc., paid or payable to anyone and not given or agreed to give and shall not be given or agree to give to anyone within or outside Pakistan either directly or indirectly through any national or juridical person, including its affiliate, agent, associate, broker, consultant, briber, finder's fee or kickback, whether described as consultant fee or otherwise, with the object of obtaining or including the procurement of a contract right, interest, privilege or other obligation or benefit in whatsoever form from GOP except that privilege or other obligation or benefit in whatsoever form from GOP except that which has been expressly declared pursuant hereto.

The Seller/ Contractor certificate that it has made and will make full disclosure of all agreement and arrangements with all persons in respect of or related to the transaction with GOP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

The Seller/ Contractor accepts full responsibility and strict liability for making any false declaration not making full disclosure, miss-representing facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right interest. Privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to GOP under any law, contract or other instrument, be void able at the option of GOP.

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

For & On Behalf of
Seller/
Contractor

(WHERE APPLICABLE, TO BE SUBMITTED ON DEMAND OF GIK INSTITUTE)

FAIR PRICE CERTIFICATE

WE M/S_____ HEREBY CERTIFY THAT PRICES QUOTED BY US AGAINST GIK INSTITUTE TENDER NO.**GIKI/PD/WORKS-785/20** ARE THE LOWEST AND MOST COMPETITIVE AS GENERALLY APPLICABLE TO ALL OTHER BUYERS AND OR SOLD THROUGH OUR AGENTS AS PER PREVAILING INTERNATIONAL MARKET AS ON THE DATE OF QUOTE AND IF IT IS ESTABLISHED AT ANY STAGE THAT THESE WERE HIGHER WE SHALL BE HELD RESPONSIBLE AND AGREE TO PAY IMMEDIATELY THE DIFFERENTIAL TO GIK INSTITUTE, TOPI.

SIGNATURE AND SEAL OF THE
MANUFACTURER/SOLE AGENT/AUTHORIZED DEALER

NOTE: FAIR PRICE CERTIFICATE WILL BE REQUIRED, IN CASE SINGLE BID IS FOUND TECHNICALLY RESPONSIVE IN THE RESPECTIVE TENDER.

(On official letter-head of the contractor)
To be signed by the Proprietor, Partner or Chief
Executive in case of a limited company of the bidding
company or a representative duly authorized by board
resolution.

Integrity and Ethics Undertaking

We hereby commit and undertake to observe the following principles during our participation in the contract execution:

- a) That we will not directly or through any other person or firm, offer, promise or give to any of the employees of GIK INSTITUTE involved in or relevant to the execution of the contract any gain, pecuniary benefit or facilitation payment in order to obtain in exchange any advantage of any kind whatsoever during the execution of contract or at any stage thereafter.
- b) That we did not enter with any bidder into any undisclosed agreement or understanding either formal or informal to restrict competitiveness or to cartelize in the bidding process.
- c) That we will ensure that the remuneration of agents (*if engaged*) is appropriate and for legitimate services only.
- d) That we will not use subcontracts, Contracts or consulting agreements as means of channeling payments to employees of GIK INSTITUTE.
- e) That we will not and have not committed any offence under the Pakistan Penal Code, Prevention of Corruption Act or National Accountability Ordinance to achieve any advantage, gain or benefit during the tender process or the execution of contract.

We further understand and acknowledge that any violation or transgression of the above mentioned principles will attract disqualification from doing business with GIK INSTITUTE and may also result in permanent exclusion from future contact award processes.

We also accept and undertake to respect and uphold GIK INSTITUTE's absolute right to resort to and impose such disqualification, debarment or exclusion.

For and on behalf of _____
Tender No. _____
Contract No _____

(On official letter-head of the bidder)

To be signed by the Chief Executive of the bidding company or a representative duly authorized by board resolution.

Integrity and Ethics Undertaking

We hereby commit and undertake to observe the following principles during our participation in the tender process and during the contract execution:

- a) That we will not directly or through any other person or firm, offer promise or give to any of the employees of GIK INSTITUTE involved in the tender process or execution of the contract any gain, pecuniary benefit or facilitation payment in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of contract.
- b) That we have not and will not enter with other bidders into any undisclosed agreement or understanding either formal or informal to restrict competitiveness or to cartelize in the bidding process.
- c) That we will ensure that the remuneration of agents *(if engaged)* is appropriate and for legitimate services only.
- d) That we will not use subcontracts, Contracts or consulting agreements as means of channeling payments to employees of GIK Institute.
- e) That we will not commit any offence under the Pakistan Penal Code, Prevention of Corruption Act or National Accountability Ordinance to achieve any advantage, gain or benefit during the tender process or the execution of contract.

We further understand and acknowledge that any violation or transgression of the above mentioned principles will attract disqualification from the tender process and may also result in permanent exclusion from future contact award processes.

We also accept and undertake to respect and uphold Institute's absolute right to resort to and impose such disqualification, debarment or exclusion.

For and on behalf of _____

Tender No. GIKI/PD/WORKS-785/20

Form 4

Mandatory for participation in Bidding Process

AFFIDAVIT

I, _____ S/o _____ aged _____ years _____ working as Proprietor/Managing Partner/Director of M/s _____ having its registered office at _____

do hereby solemnly affirm and declare on oath as under:

1. That I am competent to swear this affidavit being proprietor/one or the partners/ Director of M/s _____
2. That M/s _____ is a proprietorship/partnership firm/company is participating in tender process conducted by Institute.
3. That I hereby confirm and declare that none of my/our group/sister concern/associate company is participating/ submitting this tender.
4. That I hereby confirm and declare that my/our firm/company M/s _____ and my/our firm/group/company/ sister concern / associate company have not been black listed/de-listed any Institutional agencies/Govt. Deptt/ Public Sector Undertaking.
5. That there is no change in the Name & Style, Constitution and Status of the firm, after Pre-qualification.
6. That I further undertake that in case any of the facts contained above and in-our application is round other-wise or incorrect or false at any stage, my/our firm/company/ group/sister concerns/ associate companies shall stand debarred from the present and future tenders of the GIK INSTITUTE.

(Signature of the Proprietor/ Managing

Partner/Dire

ctor with

Seal)

DEPONENT

Verified at _____ on _____ that the contents of paras 1 to 6 of this affidavit are true and correct to best of my knowledge and no part of this is false and nothing material has been concealed or falsely stated therein.

(Signature of the Proprietor/ Managing Partner/ Director with Seal)

DEPONENT

(Signature & Seal of Notary)

BLACK LISTING PROCEDURE

1. **Blacklisting**

Blacklisting means; temporarily or permanently, barring an entity or a person against whom proceedings have been initiated including but not limited to bidder, contractor, Contractor, agent, consultant, company, partnership or firm; hereinafter referred to as, Respondent from participating in any future procurement of goods and services. The Respondent(s) individually or collectively as a consortium may stand blacklisted if found to have been involved in any or all of the following acts:

- a) Undermines or adversely affects the operations of the company through any of the following:
 - Withdrawing a bid during the bid validity period;
 - Failure or refusal to:
 - i. sign the Contract;
 - ii. accept Contract/ Service Order Terms;
 - iii. execute work;
 - iv. Submit PKR. 600,000/- as earnest money with financial bid.
 - v. make supplies as per specification agreed;
 - vi. fulfill contractual obligations as per contract;
 - vii. meet Contract/ service order terms and conditions; and/or,
 - viii. to remedy underperformance as per contractual obligations.
 - ix. or any other non-compliance of obligations vital for the execution / compliance of the contract.
- b) Repeated non-performance.
- c) Indulgences in corrupt or fraudulent practices while obtaining or attempting to obtain contracts in the company.
- d) Convicted of fraud, corruption, tax evasion or criminal misappropriation by a court of competent forum.
- e) Notified blacklisted/debarred/cross debarred by any public sector organization or international agency. In this regards the contractor has to submit a certificate that he or his principal is not declared blacklisted / debarred / cross debarred by any public sector organization or international agency
- f) Furnished information that was false and materially inaccurate or submitted forged or fake documents.

2. **Debarment of Natural Terms.**

The following shall stand disqualified and debarred from participating in GIK INSTITUTE tenders or contracts pursuant to black listing proceedings:

- i. In case of a company; all directors including its Chairman, Chief Executive and Chief Financial Officer.
- ii. In case of partnership; all partners

3. Debarment of Associated Companies or Entities

Where a company or an entity has been blacklisted, all its associated or subsidiary undertaking whether by way of common directorship, common management and control, shareholding or direct or indirect control through directors of blacklisted entity etc shall also stand disqualified from participating in GIK INSTITUTE tenders or contracts

4. Proceedings for blacklisting

- a) Dy. Director Works on his own accord or on receipt of information or a complaint shall refer the matter to the Procurement Committee.
- b) The Committee after examining the material placed before it shall determine whether it is necessary and appropriate to initiate formal blacklisting proceedings.
- c) In case the Committee decides to initiate blacklisting proceedings Respondent shall be formally intimated in writing about the nature of complain/matter and initiation of blacklisting proceedings.
- d) The Respondent shall be intimated by giving a 15 day's notice through courier services, registered post or fax or email and, shall be provided an opportunity of furnishing response either through written representation or personal hearing or both.
- e) In case the Respondent fails to furnish his defense or representation, the committee may proceed ex-parte on the basis of information, record and material available before it provided that two subsequent notices at seven working days intervals have been given.
- f) The Committee shall complete its proceedings within 60 days from the date of first notice given pursuant to paragraph (d) above.
- g) The Respondent against whom blacklisting proceedings have been initiated may be represented through:
 - i. In case of an individual or sole proprietorship; in person.
 - ii. In case of a firm or partnership; by the Chief executive or the Managing Partner, duly authorized.
 - iii. In case of a company; by the Chief Executive or a Director or any officer duly authorized by the Company

5. Findings & Decisions:

- a) The Committee after finalizing its proceedings shall record its findings in writing and decide one of the following measures for implementation:
 - i. Temporarily debarred, specifying the time period;
 - ii. Blacklisted if the Respondent fails to take remedial action within the specified time; or,
 - iii. Blacklisted.
- b) The order of the Committee shall be communicated in writing as per Form 3.
- c) The documents, deliberations reduced in writing and all records of proceedings are to be maintained for five years by the Procurement Cell

6. Appeal

- a) The Respondent may appeal within 15 days working days of intimation of decision of the Committee to the Pro-Rector (Admin & Fin) in writing of any irregularity in the decision of the Committee.
- b) If there exists any substance in the appeal the Pro-Rector (Admin & Fin) after recorded reasons may direct that Committee may review the case by providing opportunity of being heard to the Respondent provided that the review shall be completed within 30 days.
- c) The Committee shall record its findings in writing and refer the same to the Pro-Rector (Admin & Fin) for appropriate orders.

Dy. Director Works
GIK Institute, Topi