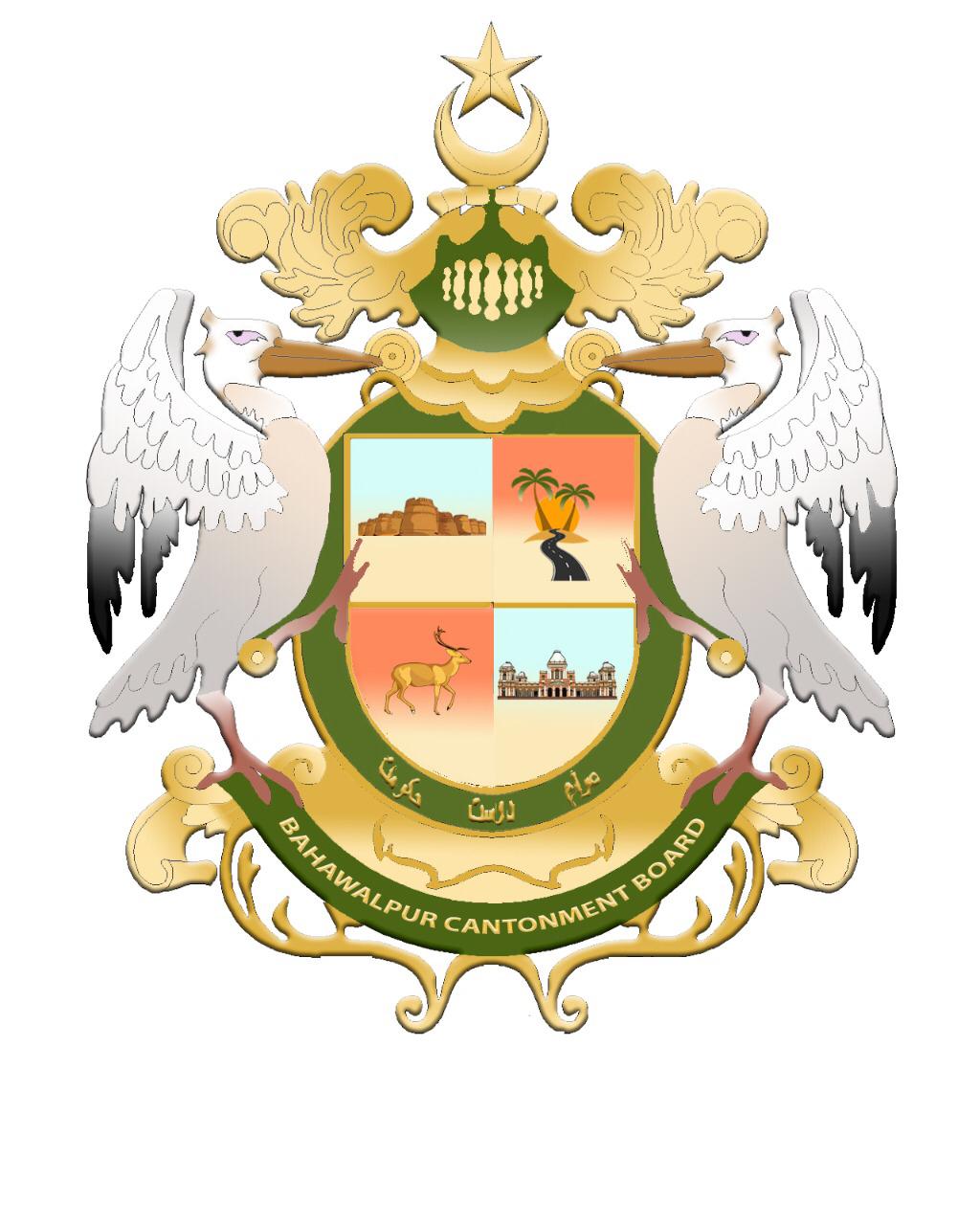
**CANTONMENT BOARD BAHAWALPUR**

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**TENDER DOCUMENT FOR INSTALLATION OF SOLAR SYSTEM (60 KW) AT CANTONMENT BOARD OFFICE, AHMADPUR ROAD, BAHAWALPUR CANTT.**

**Tender Opening: 05/04/2021 at 12:00 Noon**

**Contact Address:**

Cantonment Board Bahawalpur

Ahmad Pur Road, Bahawalpur Cantt.

Ph.+92-62-9255311, Fax: +92-62-9255313

1. Cost of bidding documents paid vide Challan No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_dated \_\_\_\_\_\_\_\_\_\_\_

2. Opening date & time of Tender at: **12:00** Noon Dated: **05.04.2021**

3. **Amount of earnest moneys 5% of bid cost as defined in the advt. of Quotation Notice.**

**Office Supdtt**

Cantt Board Bahawalpur

# INVITATION TO BID&TERMS AND CONDITIONS FOR SUBMISSION OF TENDER/QUOTATION

Cantonment Board Bahawalpur (CBB) invites / requests Proposals under rule 36 (a) of PPRA Rules, 2004 i.e. (Single stage-two envelope procedure-each containing, separately financial and technical proposal (if any) (hereinafter referred to as“ the Tenders”) from authorized distributor/Manufacturer/Suppliers/Contractors/ Firms, for Installation of Solar System (60 KW) at Cantonment Board Office, Ahmadpur Road, Bahawalpur Cantt.

1. ) **Cantt Board Bahawalpur.**
2. Bidding documents can be obtained on the cost of Rs.1000/- on submission of applications from the date of advertisement/ but **not later than 04.04.2021.**
3. All bids/proposals must be accompanied by a call deposit receipt (CDR) of five percent (5%) in the name of “**Cantonment Executive Officer**” for the value of the quoted price which will be refunded once the bidding process has been completed and contract awarded to the successful tenderer. The sealed bids along with the CDR must be delivered to **Cantonment Executive Officer, Cantonment Board Office, Ahmad Pur Road, Bahawalpur Cantt till 05/04/2021 at 12:00 Noon. The bids will be publically opened in Cantonment Board Bahawalpur office on 05/04/2021 at 12:30 PM and Financial bid of the technically qualified bidders will be opened on 06/04/2021 at 12:30 PM in presence of bidders / authorized agents.**
4. **in the presence of the contractor/firms or their authorized representatives, whoever may happen to be present at that time.**
5. Once submitted, alternative bids will not be acceptable.
6. The Purchaser will not be responsible for any costs or expenses incurred by bidders in connection with the preparation or delivery of bids.
7. The Cantonment Board Bahawalpur reserves the right to increase or decrease the quantity of any item and prices will be adjusted accordingly. The Purchaser reserves the right to accept or reject one or all the tenders or part of tenders without assigning any reason thereof or as per PPRA Rules.
8. All prices must be quoted in Pak Rupees and should include any Taxes applicable, such as GST, Income Tax, etc. If not specifically mentioned in the Quotation/Tender, it will be presumed that the prices include all the taxes. Any subsequent change in tax regime would be adjusted accordingly. Deductions of taxes and other state levies shall be made as applicable, NTN / Registration No. of which shall be communicated by the vendor at the time of payment.
9. Failure to comply with any terms and conditions in the tender document and contract given out to the successful tenderer could incur imposition of penalties as spelled out lately in the contract.
10. The envelope containing the tender/quotation should be addressed to the **“Cantonment Executive Officer, Cantonment Board Bahawalpur, Ahmad Pur Road, Cantt Board building, Bahawalpur Cantt**  and write “Quotation / Tender Document (Don’t open before tender opening date)” on upper right corner of envelope.
11. The bids received without earnest money (Pay order/DD) will not be entertained and will be rejected.
12. The bid should also contain separately the detailed technical requirement specifications of the Items as mentioned in quotation / tender documents in all respects.
13. Failure to supply/fixing of items within the stipulated time period after issuance of the purchase order will invoke penalty at the uniform rate of 1% of the value of the contract per month or a part thereof.
14. Delivery of all items must be made on urgent basis. (i.e. maximum of **45 working days** after issuance of the purchase / supply order).
    1. If the firm completely fails to supply the items(s) during prescribed period of delivery, the Earnest Money will be forfeited and firm may be declared as **“Black Listed”** as per provisions of **PPRA Rules**.
15. Participating firms must submit the bids that comply with the tender documents. If any term or condition of the participating firm contradicts/conflicts with the PPRA Rules & CBB terms and conditions, the terms and conditions of CBB will be considered valid.
16. The technical & inspection committee/team of CBB will inspect and check the each equipment functionality supplied at the time of the delivery and after the installation. On receipt of satisfactory report by the technical & inspection committee/team, the payment will be made.
17. In case any equipment component/item is found faulty, the firm will replace the faulty equipment/item. CBB shall notify the firm in writing/through telephone immediately of any defects that occur. On receipt of such notification/telephonic message, the firm shall attend the breakdown call within a maximum of 02 working days and shall provide backup solution if more than two days are required by the firm to rectify and resolve the problem, the firm submitted written request to extend the time limits.
18. The payment will be made after the delivery/installations of the all items as per CBB rules.
19. Any issue(s) regarding the technical requirements (if any) shall be reported immediately and work-in-progress shall be stopped till further instructions by the **Technical and inspection committee, Cantt. Board Bahawalpur.**
20. The Cantonment Board’s defaulters are not eligible to offer the tender.

**TERMS & CONDITIONS:-**

1. Only authorized **Suppliers / Contractors / Firm shaving NTN / GST Registration** will be entertained.

2. Documents/certificates as proof of being a Suppliers / Contractors / Firms should be submitted along with the quotation/tender. The quotation/tender may be rejected in the absence of these documents.

3. The vendor should be able to provide backup support at Bahawalpur Cantt directly from their nearest outlet.

To,

The Cantonment Executive Officer,

Bahawalpur Cantt.

**SUBJECT:- BIDDING DOCUMENT**

**(INSTALLATION OF SOLAR SYSTEM (60 KW) AT CANTONMENT BOARD OFFICE, AHMADPUR ROAD, BAHAWALPUR CANTT.)**

Dear Sir,

Reference: Tender notice appeared in PPRA Website dated **16.03.2021**

I / we hereby furnish offer of my firms for Installation of Solar System following specified below for Cantonment Board Bahawalpur Cantt. All Govt applicable Taxes are included.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Sr.#** | **Description** | **Qty** | **Unit Rate** | **Total Cost** |
|  | Solar System  (Complete 60 KW installation and commissioning |  |  |  |
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| **Total** | | |  |  |

Enclosed **Deposit at the Call** bearing # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_ amounting to **Rs.\_\_\_\_\_\_\_\_\_\_\_\_\_** as earnest money.

I /we shall abide by all the terms and conditions shown in the notice of Quotation/Tender and shall also abide by all the terms & conditions which will be laid down in the agreement if my / our Quotation/Tender is accepted.

**Yours faithfully**

**Signature with seal of firm**

Name of the Contractor/Firm or Rep: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of the firm **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CNIC No. of proprietor \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Photo copy attached)

NTN/GST# \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Photo copy of certificate attached)

PEC Certificate # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Photocopy of certificate attached)

**Note:-** After sale service after 05 years period against the whole solar system.

**BIDDING DATA**

* Name and address of the Employer:

**Cantonment Executive Officer, Cantonment Board Bahawalpur.**

* Name of the Project & Summary of the Works:

**Installation of Solar System (60 Kw) at Cantonment Board Office, Ahmadpur Road, Bahawalpur Cantt.**

* Name of the Borrower/Source of Financing/Funding Agency**.**

**Cantt Fund**

* Time limit for clarification:

**07 days**

* Bid language:

**English**

* Bidders to quote entirely in Pak. Rupees.
* Amount of Bid Security:

***05% of estimated cost***

* Venue, time, and date of the pre-Bid meeting:

***Office of the Executive Officer, Cantonment Board Bahawalpur***

* Number of copies of the Bid to be completed and returned:

***01 Original***

* Employer's address for the purpose of Bid submission:

***Office of the Executive Officer, Cantonment Board Bahawalpur***

* Deadline for submission of bids:

**As per advertisement**

* Venue, time, and date of Bid opening:

**Office of the Executive Officer, Cantonment Board Bahawalpur**

**INSTRUCTIONS TO BIDDERS**

Note: (These Instructions to Bidders along with Bidding Data will not be part of the Contract and will cease to have effect once the contract is signed.)

**GENERAL**

**Scope of Bid**

1 The Employer as defined in the Bidding Data hereinafter called “the Employer” wishes to receive bids for the construction and completion of works as described in these Bidding Documents, and summarized in the Bidding Data hereinafter referred to as the “Works”.

2 The successful bidder will be expected to complete the Works within the time specified in the Bid.

**Source of Funds**

All expenditures to be incurred on the project shall be met from Cantt. Fund

**Eligible Bidders**

This Invitation for Bids is open to all bidders meeting the following requirements:

a. Income Tax / GST registered contractors/firms, having expertise in the relevant field.

b. after scrutiny of documents for which please consult document attached.

**One Bid per Bidder**

Each bidder shall submit only one bid either by himself, or as a partner in a joint venture. A bidder who submits or participates in more than one bid will be disqualified.

**Cost of Bidding**

The bidders shall bear all costs associated with the preparation and submission of their respective bids and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

**Site Visit**

1. The bidders are advised to visit and examine the Site of Works and its surroundings and obtain for themselves on their own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. All cost in this respect shall be at the bidder’s own expense.

2 The bidders and any of their personnel or agents will be granted permission by the Employer to enter upon his premises and lands for the purpose of such inspection, but only upon the express condition that the bidders, their personnel and agents, will release and indemnify the Employer, his personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of such inspection.

**BIDDING DOCUMENTS**

**Contents of Bidding Documents**

The bidders are expected to examine carefully the contents of all the above documents. Failure to comply with the requirements of bid submission will be at the Bidder’s own risk, bids which are not substantially responsive to the requirements of the Bidding Documents will be rejected.

**Clarification of Bidding Documents**

Any prospective bidder requiring any clarification (s) in respect of the Bidding Documents may notify the Employer in writing at the Employer’s address indicated in the Invitation for Bids. The Employer will respond to any request for clarification which he receives earlier than 03 days prior to the deadline for submission of bids. Copies of the Employer’s response will be forwarded to all purchasers of the Bidding Documents, including a description of the enquiry but without identifying its source.

**Amendment of Bidding Documents**

1 At any time prior to the deadline for submission of bids, the Employer may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by issuing addendum.

2 Any addendum thus issued shall be part of the Bidding Documents hereof and shall be communicated in writing to all purchasers of the Bidding Documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the Employer.

3 To afford prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may extend the deadline for submission of bids

**PREPARATION OF BIDS**

**Language of Bid**

The bid and all correspondence and documents related to the bid exchanged by a bidder and the Employer shall be in the bid language stipulated in the Bidding Data and Particular Conditions of Contract. Supporting documents and printed literature furnished by the bidders may be in any other language provided the same are accompanied by an accurate translation of the relevant parts in the bid language, in which case, for purposes of evaluation of the bid, the translation in bid language shall prevail.

**Documents Accompanying the Bid**

Each bidder shall:

(a) Quote rates including all Govt. taxes / contractors profit on company’s letter head duly signed by the contractors;

(b) Earnest money as described in advertisement.

**Bid Prices**

1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole of the Works hereof, based on the unit rates and / or prices submitted by the bidder.

2 The bidders shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by a bidder will not be paid for by the Employer when executed and shall be deemed covered by rates and prices for other items in the Bill of Quantities.

**Currencies of Bid and Payment**

The unit rates and the prices shall be quoted by the bidder entirely in Pak rupees.

**Bid Validity**

1 Bids shall remain valid for the period of **45 days**.

2 In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request that the bidders extend the period of validity for a specified additional period which shall in no case be more than the original bid validity period. The request and the responses thereto shall be made in writing. A bidder may refuse the request without forfeiting his Bid Security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his Bid Security for the period of the extension.

**Bid Security**

1 Each bidder shall furnish, as part of his bid, a Bid Security in the amount stipulated in the Bidding Data in Pak Rupees

2 The Bid Security shall be, at the option of the bidder, in the form of Deposit at Call or a Bank Guarantee issued by a Scheduled Bank in Pakistan or from a foreign bank duly counter guaranteed by a Scheduled Bank in Pakistan or an insurance company having at least AA rating from PACRA/JCR in favour of the Employer valid for a period 28 days beyond the Bid Validity date.

3 ***Any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer as non-responsive.***

4 The bid securities of unsuccessful bidders will be returned as promptly as possible, but not later than 03 days after the expiration of the period of Bid Validity.

5 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security and signed the Contract Agreement.

6 The Bid Security may be forfeited:

(a) If the bidder withdraws his bid.

(b) If the bidder does not accept the correction of his Bid

(c) In the case of successful bidder, if he fails within the specified time limit to:

(i) Furnish the required Performance Security; or

(ii) Sign the Contract Agreement.

**Alternate Proposals by Bidder**

1 Should any bidder consider that he can offer any advantages to the Employer by a modification to the designs, specifications or other conditions, he may, in addition to his bid to be submitted in strict compliance with the Bidding Documents, submit any Alternate Proposal(s) containing (a) relevant design calculations; (b) technical specifications; (c) proposed construction methodology; and (d) any other relevant details / conditions, provided always that the total sum entered on the Form of Bid shall be that which represents complete compliance with the Bidding Documents.

2 Alternate Proposal(s), if any, of the lowest evaluated responsive bidder only may be considered by the Employer as the basis for the award of Contract to such bidder.

**Format and Signing of Bid**

1. Bidders are particularly directed that the amount entered on the Form of Bid shall be for performing the Contract strictly in accordance with the Bidding Documents.

2 All appendices to Bid are to be properly completed and signed.

3 Neither alteration is to be made in the Form of Bid nor in the Appendices thereto except in filling up the blanks as directed. If any such alterations be made or if these instructions be not fully complied with, the bid may be rejected.

4 The bid shall contain no alterations, omissions or additions, except to comply with instructions issued by the Employer, or as are necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

5. Bidders shall indicate in the space provided in the Form of Bid their full and proper addresses at which notices may be legally served on them and to which all correspondence in connection with their bids and the Contract is to be sent.

6. Bidders should retain a copy of the Bidding Documents as their file copy.

**SUBMISSION OF BIDS**

**Sealing and Marking of Bids**

1 Each bidder shall submit his bid as under:

(a) ORIGINAL Bid shall be separately sealed and putin separate envelopes and marked as such.

(b) The envelopes containing the ORIGINAL Bid will be put in one sealed envelope and addressed.

2 The inner and outer envelopes shall:

(a) Be addressed to the Employer at the address provided in the Bidding Data;

(b) Bear the name and identification number of the contract as defined in the Bidding Data; and

(c) Provide a warning not to open before the time and date for bid opening, as specified in the Bidding Data.

3 The inner envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared “late”

4 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

**Deadline for Submission of Bids**

(a) Bids must be received by the Employer at the address specified no later than the time and date stipulated in the Bidding Data.

(b) Bids with charges payable will not be accepted, nor will arrangements be undertaken to collect the bids from any delivery point other than that specified above. Bidders shall bear all expenses incurred in the preparation and delivery of bids. No claims will be entertained for refund of such expenses.

(c) Where delivery of a bid is by mail and the bidder wishes to receive an acknowledgment of receipt of such bid, he shall make a request for such acknowledgment in a separate letter attached to but not included in the sealed bid package.

(d) Upon request, acknowledgment of receipt of bids will be provided to those making delivery in person or by messenger.

The Employer may, at his discretion, extend the deadline for submission of bids by issuing an amendment, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

**Late Bids**

(a) Any bid received by the Employer after the deadline for submission of bids prescribed in advertisement, will be returned unopened to such bidder.

(b) Delays in the mail, delays of person in transit, or delivery of a bid to the wrong office shall not be accepted as an excuse for failure to deliver a bid at the proper place and time. It shall be the bidder’s responsibility to determine the manner in which timely delivery of his bid will be accomplished either in person, by messenger or by mail.

**Modification, Substitution and Withdrawal of Bids**

1 Any bidder may modify**,** substitute orwithdraw his bid after bid submission provided that the modification, substitution or written notice of withdrawal is received by the Employer prior to the deadline for submission of bids.

2 The modification, substitution, or notice for withdrawal of any bid shall be prepared, sealed, marked and delivered with the outer and inner envelopes additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL” as appropriate.

3 No bid may be modified by a bidder after the deadline for submission of bids.

4 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security.

**BID OPENING AND EVALUATION**

**Bid Opening**

1 The Employer will open the bids, including withdrawals, substitution and modifications made, in the presence of bidders’ representatives who choose to attend, at the time, date and location stipulated in the Bidding Data. The bidders’ representatives who are present shall sign a register evidencing their attendance.

2 Envelopes marked “MODIFICATION”, “SUBSTITUTION “or “WITHDRAWAL” shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted shall not be opened.

1. The bidder’s name, total Bid Price and price of any Alternate Proposal(s), any discounts, bid modifications**,** substitution and withdrawals, the presence or absence of Bid Security, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening of bids.

4 Employer shall prepare minutes of the bid opening, including the information disclosed to those present.

**Process to be Confidential**

1 Information relating to the examination, clarification, evaluation and comparison of bid and recommendations for the award of a contract shall not be disclosed to bidders or any other person not officially concerned with such process before the announcement of bid evaluation report which shall be done at least ten (10) days prior to issue of Letter of Acceptance. The announcement to all Bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated. Any effort by a bidder to influence the Employer’s processing of bids or award decisions may result in the rejection of such bidder’s bid. Whereas any bidder feeling aggrieved may lodge a written complaint not later than fifteen (15) days after the announcement of the bid evaluation report; however mere fact of lodging a complaint shall not warrant suspension of the procurement process.

**Clarification of Bids**

1 To assist in the examination, evaluation and comparison of bids, the Employer may, at his discretion, ask any bidder for clarification of his bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing but no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids

**Examination of Bids and Determination of Responsiveness**

1 Prior to the detailed evaluation of bids, the Employer will determine whether each bid is substantially responsive to the requirements of the Bidding Documents.

2 A substantially responsive bid is one which (i) meets the eligibility criteria; (ii) has been properly signed; (iii) is accompanied by the required Bid Security; and (iv) conforms to all the terms, conditions and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one (i) which affect in any substantial way the scope, quality or performance of the Works; (ii) which limits in any substantial way, inconsistent with the Bidding Documents, the Employer’s rights or the bidder’s obligations under the Contract; or (iii) adoption/rectification whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

3 If a bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

**Correction of Errors**

1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

(a) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and

(b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the Employer there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern and the unit rate will be corrected.

2 The amount stated in the Form of Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and with the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected Bid Price, his Bid will be rejected, and the Bid Security shall be forfeited

**Evaluation and Comparison of Bids**

1 The Employer will evaluate and compare only the Bids determined to be substantially responsive.

2 In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:

(a) Making any correction for errors

(b) Excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities, but including competitively priced Daywork; and

1. Making an appropriate adjustment for any other acceptable variation or deviation.

3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.

4 If the Bid of the successful bidder is seriously unbalanced in relation to the Employer’s estimate of the cost of work to be performed under the Contract, the Employer may require the bidder to produce detailed price analyses for any or all items of the Bill of Quantities to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the Performance Security be increased at the expense of the successful bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful bidder under the Contract.

# AWARD OF CONTRACT

**Award**

* + - * Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price**,** provided that such bidder has been determined to be eligible.
      * The Employer, at any stage of the bid evaluation, having credible reasons for or *prima facie* evidence of any defect in supplier’s or contractor’s capacities, may require the suppliers or contractors to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not:
      * Provided that such qualification shall only be laid down after recording reasons therefore in writing. They shall form part of the records of that bid evaluation report.

**Employer’s Right to Accept any Bid and to Reject any or all Bids**

Employer reserves the right to accept or reject any Bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidders or any obligation except that the grounds for rejection of all bids shall upon request be communicated to any bidder who submitted a bid, without justification of grounds. Rejection of all bids shall be notified to all bidders promptly.

**Notification of Award**

* 1. Prior to expiration of the period of bid validity prescribed by the Employer, the Employer will notify the successful bidder in writing (“Letter of Acceptance”) that his Bid has been accepted. This letter shall name the sum which the Employer will pay the Contractor in consideration of the execution and completion of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called the “Contract Price”).
  2. No Negotiation with the bidder having evaluated as lowest responsive or any other bidder shall be permitted, however, Employer may have clarification meetings to get clarify any item in the bid evaluation report.
  3. The notification of award and its acceptance by the bidder will constitute the formation of the Contract, binding the Employer and the bidder till signing of the formal Contract Agreement.
  4. Upon furnishing by the successful bidder of a Performance Security, the Employer will promptly notify the other bidders that their Bids have been unsuccessful and return their bid securities.

**Signing of Contract Agreement**

1 Within 07 days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Employer will send the successful bidder the Contract Agreement in the form provided in the Bidding Documents, incorporating all agreements between the parties.

2 The formal Agreement between the Employer and the successful bidder shall be executed within 10 days of the receipt of the Contract Agreement by the successful bidder from the Employer.

**General Performance of the Bidders**

The Employer reserves the right to obtain information regarding performance of the bidders on their previously awarded contracts/works. The Employer may in case of consistent poor performance of any Bidder as reported by the employers of the previously awarded contracts, interalia, reject his bid and/or refer the case to the Pakistan Engineering Council (PEC). Upon such reference, PEC in accordance with its rules, procedures and relevant laws of the land take such action as may be deemed appropriate under the circumstances of the case including black listing of such Bidder and debarring him from participation in future bidding for similar works.

**Instructions not Part of Contract**

Bids shall be prepared and submitted in accordance with these Instructions which are provided to assist bidders in preparing their bids, and do not constitute part of the Bid or the Contract Documents.

## M E M O R A N D U M (D E C L A R A T I O N)

I/We have read the above terms & conditions and bind myself/ourselves to abide by the above terms & conditions.

Dated: \_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Signature of Bidder**

The above Quotation/Tender is hereby accepted by me subject to the approval of the Cantonment Board.

Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Cantonment Executive Officer**

**Bahawalpur Cantt**