

RAWALPINDI CANTONMENT BOARD



ELECTRIC BRANCH

BIDDING DOCUMENTS

FOR

Repair / Maintenance of Traffic Signals at Mall Road
and Peshawar Road (from TM Chowk to Golra Morr)
Rawalpindi Cantt (Estimated Cost 5.80 Million)

THE OFFICE OF RAWALPINDI CANTT BOARD

THE MALL SADDAR RAWALPINDI

ISSUED BY:

Cantonment Executive Office
Rawalpindi Cantonment Board

1. Opening date & time of Tender at: 1400 hours 05/03/2021.
2. Amount of earnest moneys 2% of bid cost as defined in the advt. of Tender Notice.
3. Issued to M/S _____

**Assistant Secretary
Rawalpindi Cantt Board**

BIDDING DOCUMENT
(Electric Branch)

To,

The Cantonment Executive Officer,
Rawalpindi Cantt.

Dear Sir,

Reference: Tender notice appeared in PPRA Website (TS 443890 E) dated 17/02/2021 and Dailies "Jahan Pakistan", "Nai-way Waqat" 18/02/2021 and Country News dated 19/02/2021.

I / we hereby furnish offer of my firms for supply / Fixing / Commissioning of following Jobs specified below for Cantonment Board Rawalpindi Cantt.

S #	Description	Qty	Rate	Total
Repair / Maintenance of Traffic Signals at Mall Road and Peshawar Road (from TM Chowk to Golra Morr) Rawalpindi Cantt (Estimated Cost 5.80 Million)				
1.	Metallic Road cut with diamond cutter to accommodate and dismantle of metalled road 4" - 6" depth with Providing /laying of PCV Pipe (Polyethylene) without joint 1-1/2" / 2" dia, and backfilling with cement concrete having ratio 1:2:4 (1 Cement, 2 Sand, 4 Crushed Stone) according to the existing standard size as per approved specifications.	675 mtr		
2.	Providing , laying testing and commissioning of flexible Multicore PVC insulated sheathed copper conductor cable (New Age , Pakistan cable, Fast Cable or Imported) 0.50mm2 - 1mm2 multicore (4-core) Includes as per site requirement.	264 mtr		
3.	Providing , laying testing and commissioning of flexible PVC insulated sheathed cable (New Age , Pakistan cable, Fast Cable or Imported) 7/.029 for Power Cable for Connection of each crossing as per site requirement.	450 mtr		
4.	Providing , laying testing and commissioning of flexible Multicore PVC insulated sheathed copper conductor cable (New Age , Pakistan cable, Fast Cable or Imported) 0.50mm2 - 1mm2 multicore (12-core) Includes Power Cable for Connection of each crossing as per site requirement.	620 mtr		
5.	Repairing, Programming, Termination of Complete Intersection including Connector Strip, Testing and Commissioning the laid Cabling at site, includes grouping in junction box as well as in controller Box.	10 Nos		
6.	Providing and Installation of UPVC pressure pipe 50mm dia class (C) complete with solvent cement joint (excluding excavation) Complete with all respect.	565 mtr		
7.	Excavation as in ordinary soil upto 1.5m depth in foundation and Pipe trenches upto 1.5m wide in shafts, walls and independent Holes up to 30 sq. each and throw earth clear of edges of excavation with in10m complete with all respect	130 mtr		
8.	Foundation Making for standard traffic pole including 3/4" Dia 2.5ft long J Bolts nuts washers inclusive of Sundry of sundry material like cement, sand, concrete (PCC) with paint and labour charges. (Detailed Drawing to be approved form Engineer incharge)	5 Nos		
9.	Providing and fixing of Double Arm cantilever 20 feet high pole of 5 inch / 3 inch dia GI pipe (IIL, Jamal, Bashir) with Base plate 400 x 400 x 18mm thick with 4 nos 3/8" thickness with pole cap as per drawing given i/c complete in all respect. (Detailed Drawing to be approved form Engineer incharge)	6 Nos		
10.	MS sheet Cabinet 16 gauge with Lock & Key arrangements, Powder Coating; for Controller, as per standard.	10 Nos		

11.	Traffic Light Modules with ball / arrow type LED Central Light Source/High Intensity colour stability, operation volages 230V-240V, 8-10 Watt (Imported)	48 Nos		
12.	Traffic Light Modules with ball / arrow type LED Central Light Source/High Intensity colour stability, operation volages 230V-240V, 10-15 Watt (Imported)	22 Each		
13.	Providing of Traffic Signal Light 400mm,4 aspect made of Polycarbonate, along with Red, Yellow Green & Arrow Modules complete with High Intensity 5mm Signals LEDs mounted on High standard Green Coated PCB with suitable Heat dissipation arrangement in Module Housing complete with Fresnel Lens, proper light Distribution uniformity through lens, Gasket, Power Supply 180- 230VAC, 10-15 Watt Power Consumption, LED Module with typical Wavelength for Red 625-630nm, Yellow 590-595nm, Green 505- 510nm, Light Intensity Red >800md, Yellow >800cd, Green >800cd, Turn on/off time	12 Nos		
14.	Providing of Traffic Signal Light 300mm,4 aspect made of Polycarbonate, along with Red, Yellow Green & Arrow Modules complete with High Intensity 5mm Signals LEDs mounted on High standard Green Coated PCB with suitable Heat dissipation arrangement in Module Housing complete with Fresnel Lens, proper light Distribution uniformity through lens, Gasket, Power Supply 180- 230VAC, 10-15 Watt Power Consumption, LED Module with typical Wavelength for Red 625-630nm, Yellow 590-595nm, Green 505- 510nm, Light Intensity Red >800md, Yellow >800cd, Green >800cd, Turn on/off time	13 Nos		
Total				

Enclosed **Deposit at the Call** bearing # _____ dated _____ amounting to _____ as earnest money.

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

Your's faithfully

Signature with seal of firm

Name of the Tender / Quotation or Rep: _____

Name of the firm M/S _____

Address _____

Telephone # _____

CNIC No. of proprietor _____ (Photo copy attached)

NTN/GST# _____ (Photo copy of certificate attached)

PEC Certificate # _____ (Photocopy of certificate attached)

Note: - 01 year warrantee / service period in case of any complain.

Bidding Data

- Name and address of the Employer:

Cantonment Executive Officer, Cantonment Board Rawalpindi.

- Name of the Project & Summary of the Works:

Repair / Maintenance of Traffic Signals at Mall Road and Peshawar Road (from TM Chowk to Golra Morr) Rawalpindi 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.

- Period of Bid Validity:

180 days

- Amount of Bid Security:

02% of estimated cost

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

Office of the Executive Officer, Cantonment Board Rawalpindi

- 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 Rawalpindi

- Deadline for submission of bids:

As per advertisement

- Venue, time, and date of Bid opening:

Office of the Executive Officer, Cantonment Board Rawalpindi

Bidding documents can be obtained on website.

Bidding documents will be deposited in tender box on 05.03.2021 till 1200 HRS and will be opened on the same day at 1400 HRS sharp in the presence of the contractor / firms or their authorized representatives, whoever may happen to be present at that time

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. 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) Quotation rates including all Govt. taxes / contractors profit on company's letter head dually 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.
- 3 All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to the deadline for submission of bids shall be included in the rates and prices and the total Bid Price submitted by a bidder.

Additional / reduced duties, taxes and levies due to subsequent additions or changes in legislation shall be reimbursed / deducted

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 180 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 28 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 Each bidder shall prepare by filling out the forms completely and without alterations one (1) original and number of copies, specified in the Bidding Data, of the documents comprising the bid and clearly mark them "ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them, the original shall prevail.
- 5 The original and all copies of the bid shall be typed or written in indelible ink (in the case of copies, Photostats are also acceptable) and shall be signed by a person or persons duly authorized to sign on behalf of the bidder hereof. All pages of the bid shall be initialed and stamped by the person or persons signing the bid.
- 6 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.
- 7 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.
- 8 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 put in 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 or withdraw 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.
- 3 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 Day work; and
 - (c) 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 therefor 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

- a. 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").
- b. 31.2 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.
- c. 31.3 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.
- d. 31.3 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 14 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.