

**DATE: 17 March, 2024** 

## **INVITATION TO BID NO. MAP/MAUK/24/5205-09**

# Bids Required for Construction/Rehabilitation 04 Irrigation Channel in District Upper Chitral KPK

CLOSING DATE AND TIME: Monday 01st April 2024: 3:00 p.m.

		LOT#1	
S#	Name of activity	Quantity (No)	Location
1	Construction/Rehabilitation Irrigation Channel	4	Upper Chitral

## 1. **GENERAL INFORMATION**

The Office of the Muslim Aid (MAP) Islamabad invites -bids from qualified, Contractors/ vendors/suppliers / Authorized Dealers, duly registered with the government of the Islamic Republic of Pakistan and Pakistan Engineering Council to submit a firm offer for the "Construction/Rehabilitation Irrigation Channel 4# in District Chitral Upper (Delivery / Construction/Rehabilitation of 04 #IRRIGATION CHANNEL schemes locations are annexure B) Chitral Upper. The construction firm offers from the successful bidders would form the basis for an award of a contract.

## 2. BIDDING DOCUMENTS

The following annexes form an integral part of this invitation to Bid:

Annex A: Detailed Specification of RFQ / Drawings / Design

Annex B: Locations Construction/Rehabilitation Irrigation Channel 04 Nos

Annex C: General Terms and Conditions for Purchase/supply of Goods

Annex D: Vendor Registration Form and Instruction for completion of bid

#### **SECTION I: BIDDING INFORMATION**

#### a) ACKNOWLEDGMENT

Bidders are requested to confirm the receipt of this ITB and send the expression of their intention to participate to the addresses (courier) provided in the "SUBMISSION OF BIDS" section of this ITB.

## b) **QUERIES**

i) Bidders are required to submit all their inquiries in respect of this Invitation to bid by e-mail to <a href="mailto:procurement@muslimaid.org.pk">procurement@muslimaid.org.pk</a> by Monday 01<sup>st</sup> April 2024: 03:00 p.m. MUSLIM AID may, at its discretion, copy

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any reply to a particular question to all other invited Bidders.

<u>IMPORTANT</u>: The inclusion of copies of your offer with any correspondence sent directly to the attention of the responsible buyer will result in disqualification of the offer. Please send your offer directly to the address provided in the "SUBMISSION OF BIDs" section of this ITB.

## c) YOUR OFFER

Please submit your offer using the submission templates provided. It should conform to the following requirements and contain all information required. The offers not conforming to the requested format will not be taken into consideration for evaluation. Your offer should clearly include the following information:

<u>DELIVERY TIME:</u> All items must be delivered to the specified locations as per the schedule given in Annex C possible after placement of the contract from <u>April 25, 2024, to July 24, 2024 (03 months not extendable)</u>

- OFFERS can be made for part of the requirement as listed in the attached Annex-A,
- COST: The cost should include the Construction/Rehabilitation of Rehabilitation of irrigation Channel <u>04 No's</u> site the list of sites is Annexure <u>B</u> including(all Transportation and Tax included, the quoted amount will be applicable with all taxes as per government laws).
- CURRENCY: Your proposal must be prepared in a single currency, <u>PAK Rupees.</u>
- LANGUAGE: Bids shall be prepared in English.
- INSPECTION: All civil construction work Specifications are subject to inspection and will be advised at the time of delivery. The selected contractor/ Supplier will inform MUSLIM AID when the civil construction work / Supplies will be ready for inspection. The inspection will be arranged by MUSLIM AID. Please note that inspection charges resulting from the contractor's default will be charged directly to the contractor.
- PLACE OF INSPECTION: The inspection will be held at the sites, as per the sites identified by MUSLIM AID.
- COUNTRY OF ORIGIN OF THE SUPPLIER AND AREA OF OPERATION: The bid shall state the country in which the items
  are manufactured.
- BID VALIDITY: The bid submitted must remain valid for acceptance for 06 Months from the Invitation to BID closing date.
- VENDOR REGISTRATION: Contractors/suppliers are requested to complete and submit with their offer the vendor registration form (Annex F), together with the necessary supporting documentation unless they have already been registered with Muslim Aid (MAP) and have received purchase orders within the last 3 years. All the companies are required to submit registration documents for example.
  - Dealers/Partnership certificates issued by principal companies/organizations
  - Certificate of valid registration from PEC Category C-1 to C-4
  - Certificates of Work completed within the last 2 years or so
  - National Tax Number / STN
  - Update bank statement last one year.
  - Or any other document issued by a government regulatory body certifying the legality of their business.

#### BID EVALUATION:

#### d.1) Supplier Registration

The qualified supplier/ Contractor will be added to the vendor registration after investigation of suitability based on the submitted Vendor / Contractor Registration Form and supporting documents. The investigation involves consideration of several factors such as:

- Financial Standing (6 Monthly Bank Statement)
- Minimum three years of Previous experience in relevant civil work
- Core business
- Track record

- Minimum volume of annual work
- Technical Knowledge of the work under consideration
- Contract capacity
- Interested contracting companies must share the details of their technical staff along with the machinery.
- Potential bidders are informed that your application MUST accompany 02% earnest money as a call deposit in the form of a Demand Draft in the Name of 'Muslim Aid (MAP) (Please note that the cheque or copy of Demand Draft will not be acceptable)

This will be followed later by performance evaluation as a contractor such as:

- Ability to respond quickly to the Agency's needs.
- Timely construction/rehabilitation of rehabilitation of irrigation Channels Facilities 04 # as per agreed design / Completion work as per quality and quantity with intime frame.
- Dependability of products and services.

#### d.2) Financial and Technical Evaluation

All bids from contractors will be evaluated based on:

- Compliance with the mentioned MUSLIM AID Specification and approved material as per samples
- Delivery Time / Completion of Work

**IMPORTANT:** For evaluation purposes only, the offers submitted in PKR currency

#### SUBMISSION OF BIDS

Bids must be submitted in sealed envelopes as follows

• Sealed envelope containing:

Annex A: Detailed Specification of RFQ and design

Annex B: Locations / Construction/Rehabilitation Irrigation Channel (04 Sites)

Annex C: General Terms and Conditions for Purchase/supply of Goods/ Construction/Rehabilitation of IRRIGATION CHANNEL Facilities 04 No's

Annex D: Vendor Registration Form and Instruction for completion of bid

A sealed envelope containing the financial part of the offer (ANNEXURE A)

To be sent only through courier, to the following addresses clearly marked as follows:

#### **NOT TO BE OPENED BY THE REGISTRY**

MAP/MAUK/24/5205-09 (Bids Required for Construction/Rehabilitation of IRRIGATION CHANNEL Facilities 04 Nos in District Upper Chitral)

MUSLIM AID Ad (MAP)

Plot # 1, First Floor, Executive Business Centre, Main Double Road, FECHS

E-11/2, Islamabad

Offers submitted must be sealed as detailed below:

a. the envelope should be marked tender Number and addressed as above,

All Bids must be received by Monday 01st April 2024: 03:00 p.m.

**LATE SUBMISSION OF BIDS:** Bids received after the deadline for submission of BIDs and BIDs transmitted in any other manner than those indicated above will not be considered.

## a) BID ACCEPTANCE

MUSLIM AID reserves the right to accept the whole or split. Please note that the lowest offer is not the only criterion for acceptance of the offer). Muslim Aid has the right to select the contractor /Supplier against whole or split.

MUSLIM AID may, at its discretion, extend the deadline for the submission of proposals, by notifying all prospective suppliers in writing. The extension of the deadline may accompany a modification of the solicitation documents prepared by MUSLIM AID at its own initiative or in response to a clarification requested by a prospective supplier.

b) <u>CURRENCY AND PAYMENT TERMS FOR Construction/Rehabilitation of IRRIGATION CHANNEL 04 Nos</u>
Any Purchase Order (PO) issued as a result of this ITB will be made in Pakistani Rupees. All Government taxes are applicable.

sincerely,
M. Sulman Baig
Procurement & Logistic ManagerMUSLIM AID

Plot # 1, First Floor, Executive Business Centre, Main Double Road, FECHS E-11/2, Islamabad

## ANNEXURE A DRAWING AND DESIGN OF THE IRRIGATION CHANNEL FACILITY CIVIL DISPENSARY SEENLASHT

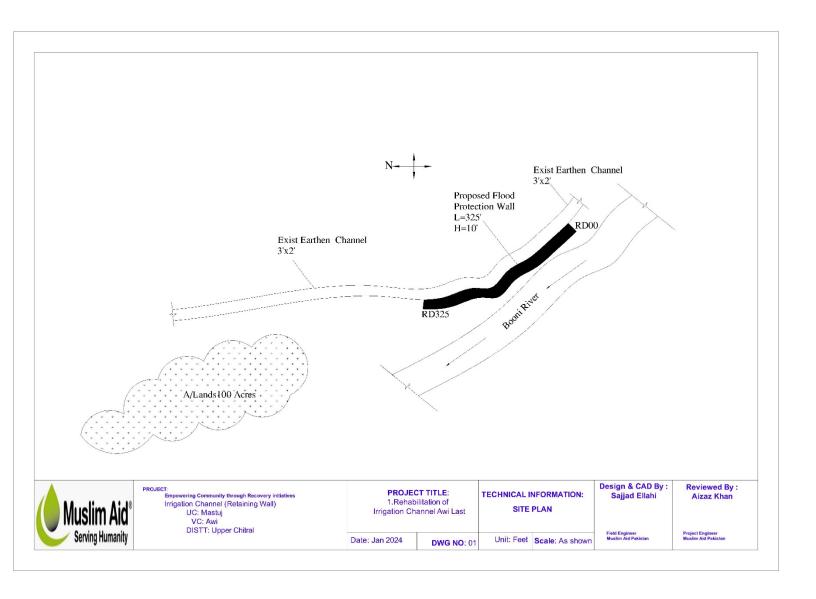
	SUMMARY OF COST IRRIGATION CHANNEL FACILITIES DISTRICT UPPE	R CHITRAL KP
S.No	Description	Amount
1	Total amount in PKR for rehabilitation of the irrigation channel of Awi Lasht Including all Taxes	
2	Total amount in PKR for rehabilitation of the irrigation channel of Chuinj Bala Including all Taxes	
3	Total amount in PKR for rehabilitation of the irrigation channel of Junalikoch Including all Taxes	
4	Total amount in PKR for rehabilitation of the irrigation channel of Parikusap Including all Taxes	
	Total Amount of 04 Nos IRRIGATION CHANNEL SCHEMES	

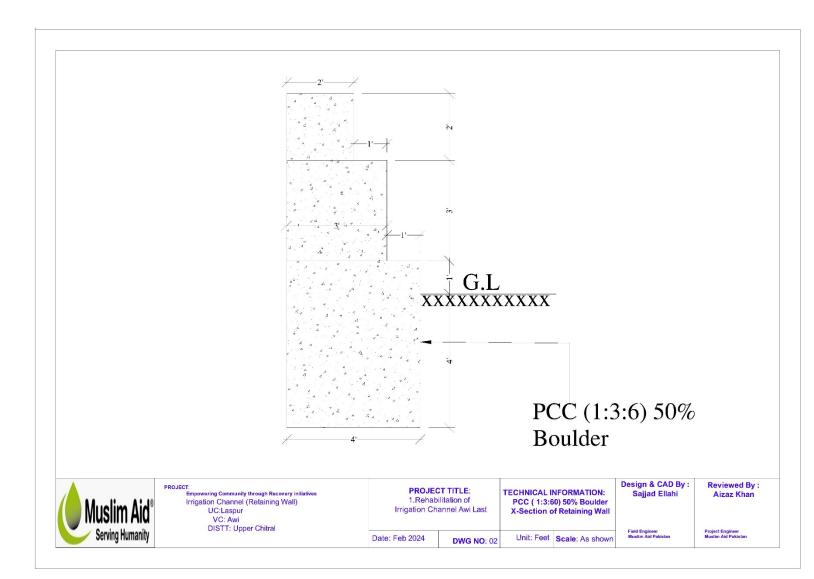
Total Amount :)	
Contractor' Signatures & Seal	
QUANTITY / ANY OTHER DISCOUNTS (PLEASE SPECIFY):	

	ALL SPECIFICATION OF CIVIL CONSTRUCTION WORK		IATERIAL SP	ECIFICATION)	
1-RFO	RRIGATION CHANNEL AWI LASHT District Upper  Description	Unit	Qty	Unit Rate	Amount PKR
1	Excavation in foundation of building, bridge etc complete in shingle /gravel	Cft	5200.00		
2	PCC 1:3:6 in mass concrete less formwork using 50% boulders	Cft	10725.00		
3	Erection and removal of Form work with Plywood sheet finishing for RCC or Plain cement Concrete in any shape - Position / Horizontal	Sft	3900.00		
4	Sign Boards, 3'*4'feet with 18 gauge plan sheet and MS pipe 1.5"(The average weight of 10 rft pipe will 10 kg) with 4 feet legs in both side (External size is 4' and *5')including 2 coats paints logos and both side text(Urdu and English) complete as per direction of the engineer.	No	1.00		
Total A	Amount in PKR For IRRIGATION CHANNEL AWI LAST Inc	cluding A	II Taxes		
	mount :)tor' Signatures & Seal				_
QUANT	ITY / ANY OTHER DISCOUNTS (PLEASE SPECIFY):				
	OPOSED DISCOUNTS WILL BECOME AN INTEGRAL PART  NT TERMS: ACCEPTANCE OF PAYMENT TERMS (I.E. 30 D.	OF YOUR	BID SUBMISS	SION	TS)

BIDDERS NAME AND	SIGNATURE:	
DIDDENS NAME AND	JIGINA I OILL.	

# ANNEXURE A DRAWING AND DESIGN OF IRRIGATION CHANNEL AWI LSHT





# ANNEXURE A (DETAIL SPECIFICATION OF CIVIL CONSTRUCTION WORK AND MATERIAL SPECIFICATION)

## 2- RFQ IRRIGATION CHANNEL CHUINJ BALA DISTRICT UPPRT CHITRAL

S.NO	Description	Unit	Qty	UNIT Rate	Amount
Α	Flood Protection Wall				
1	Excavation in foundation of building, bridge etc complete in shingle /gravel	Cft	900.00		
2	PCC 1:3:6 in mass concrete less formwork using 50% boulders	Cft	2457.45		
3	Erection and removal of Form work with Plywood sheet finishing for RCC or Plain cement Concrete in any shape - Position / Horizontal	Sft	798.30		
В	RCC Pipe Culvert 24"Dia				
1	Excavation in foundation of building, bridge etc complete in shingle /gravel	Cft	431.86		
2	Plain Cement Concrete including placing, compacting, finishing & curing (Ratio 1:4:8	Cft	47.95		
3	Providing and laying non-reinforced concrete pipe, molded with cement concrete :24" i/d wall	Rft	48.00		
4	Plain Cement Concrete including placing, compacting, finishing & curing (Ratio 1:3:6)	Cft	154.75		
5	Plain Cement Concrete including placing, compacting, finishing & curing (Ratio 1:2:4)	Cft	143.95		
6	Sign Boards, 3'*4'feet with 18 gauge plan sheet and MS pipe 1.5"(The average weight of 10 rft pipe will 10 kg) with 4 feet legs in both side (External size is 4' and *5')including 2 coats paints logos and both side text(Urdu and English) complete as per direction of the engineer	No	1.00		

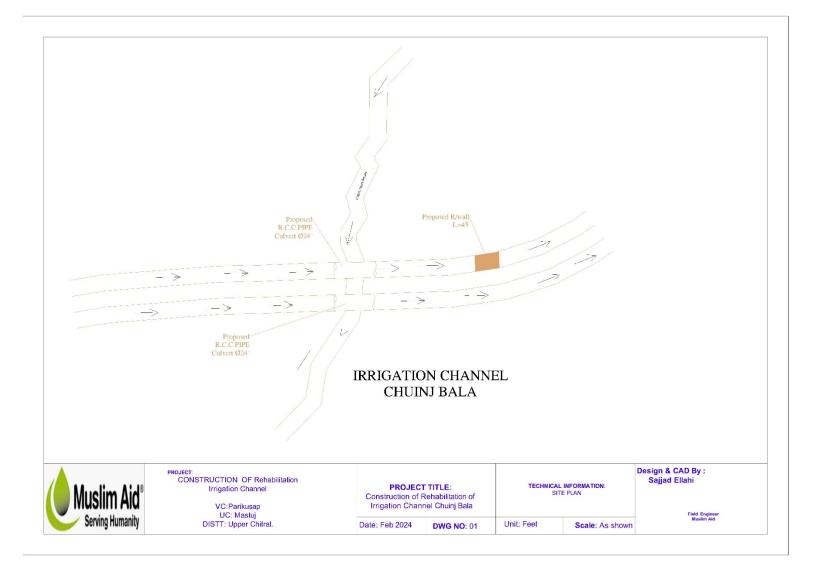
Total Amount :)	
Contractor' Signatures & Seal	
QUANTITY / ANY OTHER DISCOUNTS (PLEASE SPECIFY):	

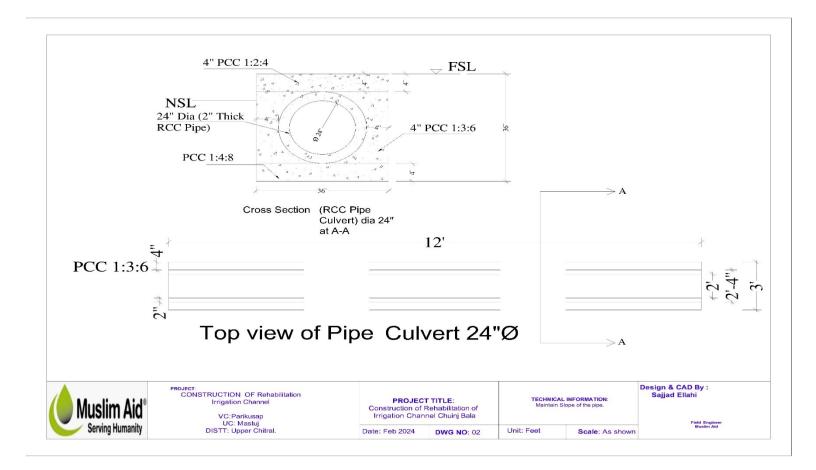
THE PROPOSED DISCOUNTS WILL BECOME AN INTEGRAL PART OF YOUR BID SUBMISSION

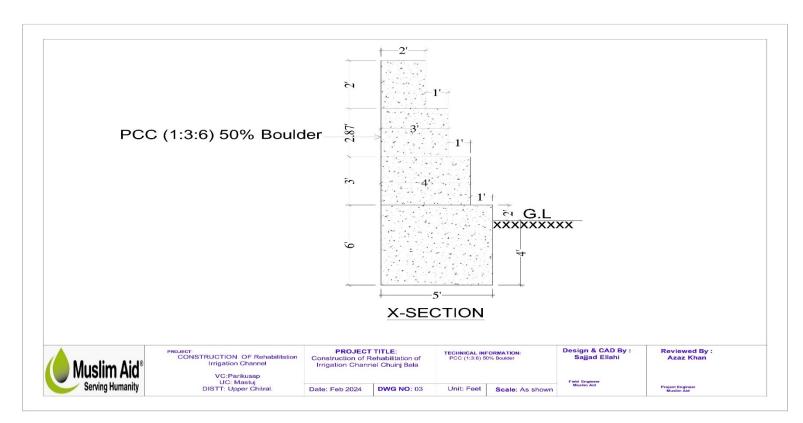
PAYMENT TERMS: ACCEPTANCE OF PAYMENT TERMS (I.E. 30 DAYS NET FROM RECEIPT OF DOCUMENTS)

YES:	NO:	 _	
BIDDERS NAME AND SIGNA	TURF:		

## ANNEXURE A DRAWING AND DESIGN OF IRRIGATION CHANNEL CHUINJ BALA







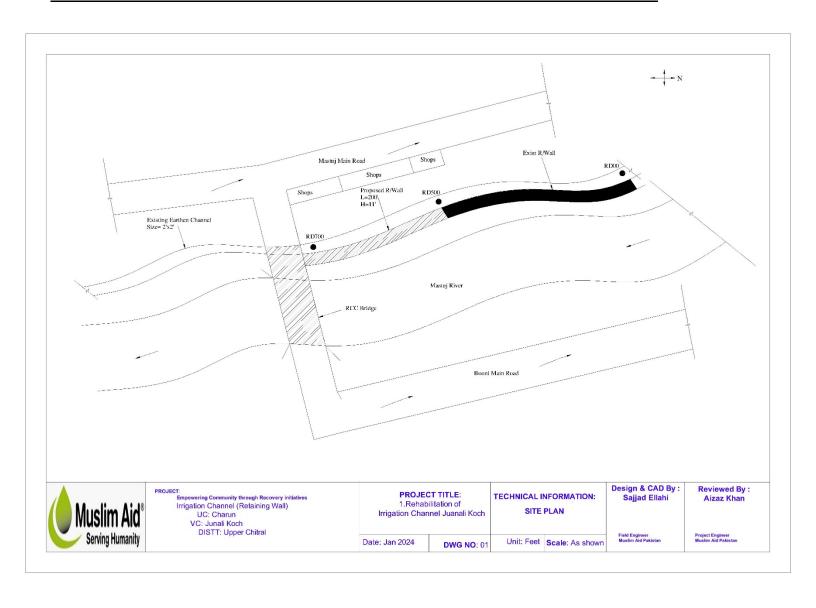
# ANNEXURE A (DETAIL SPECIFICATION OF CIVIL CONSTRUCTION WORK AND MATERIAL SPECIFICATION)

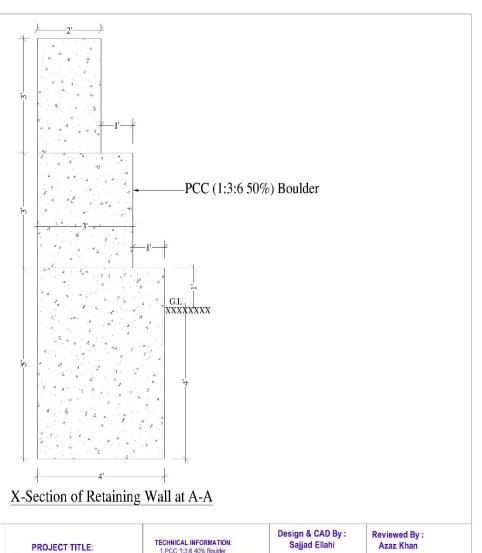
# 3- RFQ IRRIGATION CHANNEL JUNALI KOCH DISTRICT UPPER CHITRAL

oundation of the building, bridge ingle /gravel oncrete less formwork using val of Formwork with Plywood RCC or Plain cement Concrete in n / Horizontal	Cft Cft Sft	3200.00 7000.00 2800.00		
val of Formwork with Plywood RCC or Plain cement Concrete in				
RCC or Plain cement Concrete in	Sft	2800.00		
eet with 18 gauge plan sheet and verage weight of 10 rft pipe will egs in both side (External size is 2 coats paints logos and both English) complete as per gineer	No	1.00		
3	gs in both side (External size is 2 coats paints logos and both English) complete as per ineer	gs in both side (External size is 2 coats paints logos and both English) complete as per ineer	gs in both side (External size is 2 coats paints logos and both English) complete as per ineer	gs in both side (External size is 2 coats paints logos and both English) complete as per

Total Amount :) _			<del></del>
Contractor' Signa	itures & Seal		
	OTHER DISCOUNTS (PLEA	•	
	DISCOUNTS WILL BECOME		YOUR BID SUBMISSION
PAYMENT TERMS	S: ACCEPTANCE OF PAYMI	IENT TERMS (I.E. 30 DAYS	S NET FROM RECEIPT OF DOCUMENTS)
YES:	NO:		
BIDDERS NAME A	AND SIGNATURE:		

# ANNEXURE A DRAWING AND DESIGN OF IRRIGATION CHANNEL JUNALIKOCH







## PROJECT:

CONSTRUCTION of Improvement of Irrigation Channel

at VC:Parikusap UC: Mastuj DISTT: Upper Chitral.

PROJECT TITLE:

Construction of Improvement Irrigation Channel

Date: Feb 2024

TECHNICAL INFORMATION: 1.PCC 1:3:6 40% Boulder 2. Provide Expension joint at 50ft intrval

Unit: Feet **DWG NO**: 02

Scale: As shown

Design & CAD By : Sajjad Ellahi

Field Engineer Muslim Aid pakistan

Project Engineer Muslim Aid pakistan

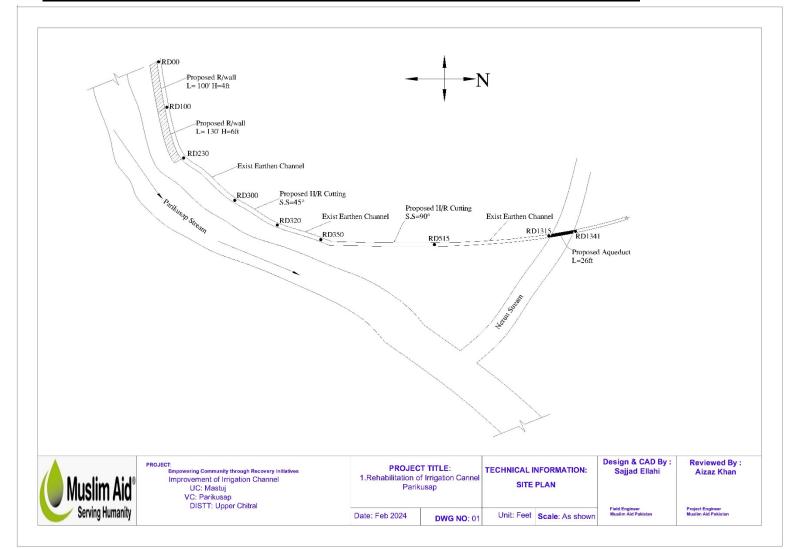
# ANNEXURE A (DETAIL SPECIFICATION OF CIVIL CONSTRUCTION WORK AND MATERIAL SPECIFICATION)

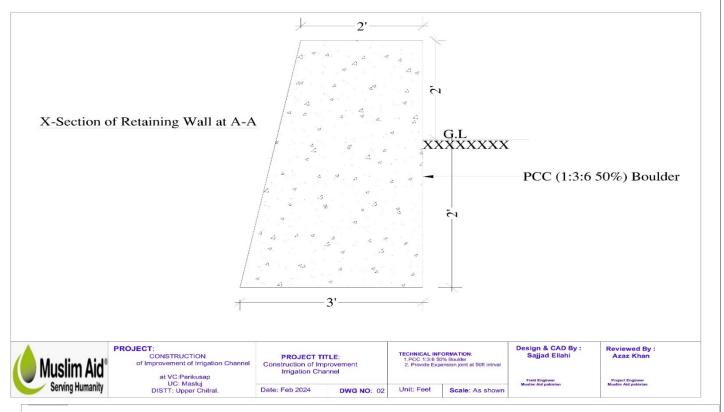
## 4- RFQ IRRIGATION CHANNEL PARIKUSP DISTRICT UPPER CHITRAL

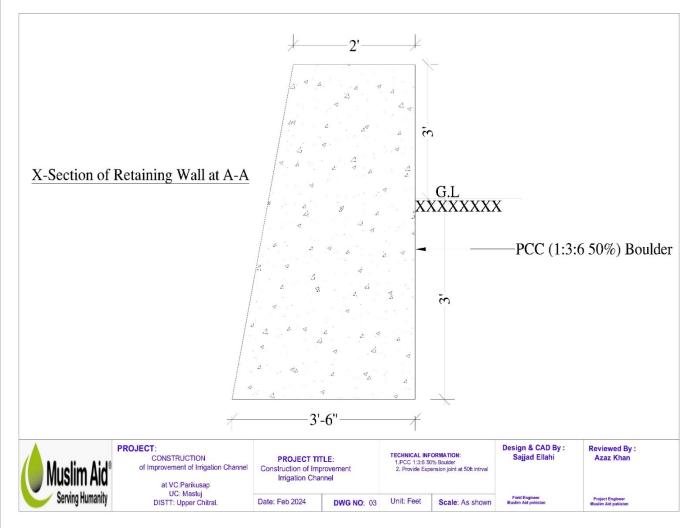
S.NO	Description	Unit	Qty	Unit Rate	Amount
A-B	Flood Protection Wall				
1	Excavation in foundation of building, bridge etc complete in shingle /gravel	Cft	1965.00		
2	PCC 1:3:6 in mass concrete less formwork using 50% boulders	Cft	3145.00		
3	Erection and removal of Form work with Plywood sheet finishing for RCC or Plain cement Concrete in any shpae - Position / Horizontal	Sft	1180.00		
С	CUTTING IN HARD ROCK (RD300-320)- RD350-RD515)				
1	Excavation in hard rock requiring blasting where blasting prohibited, dispose & dress within 25 m: Grade V	Cft	2800.00		
D	AQUEDUCT (RD1315-RD1341)				
1	Excavation in hard rock requiring blasting where blasting prohibited, dispose & dress within 25 m: Grade V	Cft	48.00		
2	Plain Cement Concrete including placing, compacting, finishing & curing (Ratio 1:2:4)	Cft	96.00		
3	RCC in roof slab, beam, column & other structural members, insitu or precast. (1:2:4)	Cft	110.50		
4	Supply & fabricate M.S. reinforcement for cement concrete (Hot rolled deformed bars Grade 40)	Kg	342.47		
5	Sign Boards, 3'*4'feet with 18 gauge plan sheet and MS pipe 1.5"(The average weight of 10 rft pipe will 10 kg) with 4 feet legs in both side (External size is 4' and *5')including 2 coats paints logos and both side text(Urdu and English) complete as per direction of the engineer	No	1		

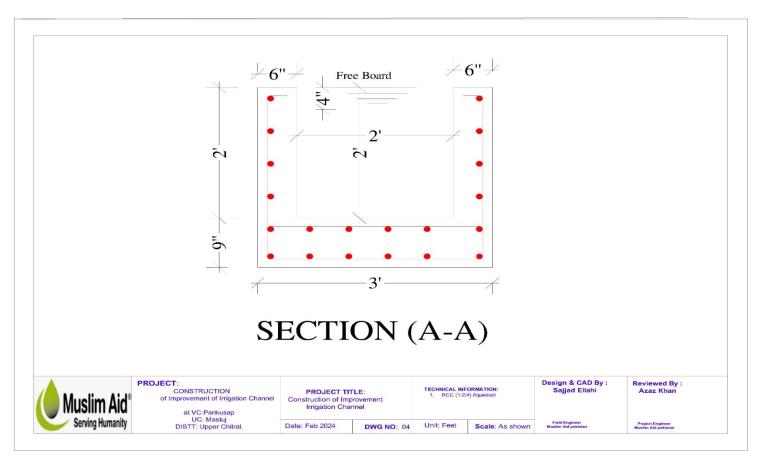
Total Amount :)
Contractor' Signatures & Seal
QUANTITY / ANY OTHER DISCOUNTS (PLEASE SPECIFY):
THE PROPOSED DISCOUNTS WILL BECOME AN INTEGRAL PART OF YOUR BID SUBMISSION
PAYMENT TERMS: ACCEPTANCE OF PAYMENT TERMS (I.E. 30 DAYS NET FROM RECEIPT OF DOCUMENTS)
YES: NO:
BIDDERS NAME AND SIGNATURE:

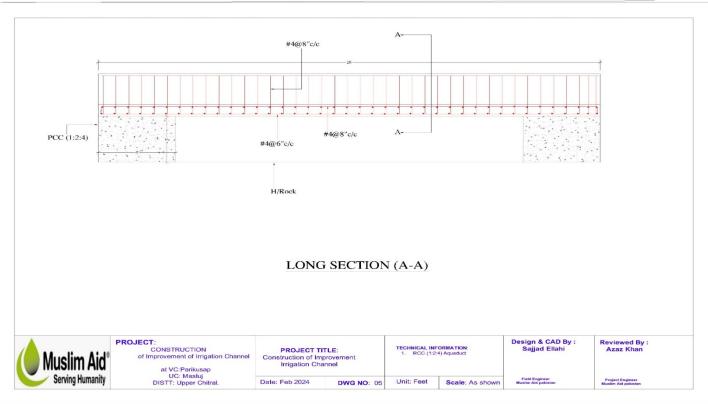
# ANNEXURE A DRAWING AND DESIGN OF IRRIGATION CHANNEL PARIKUSAP

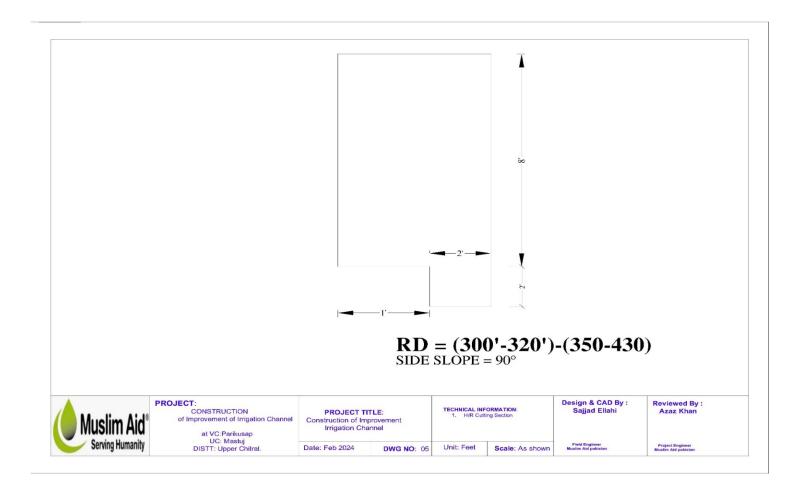












# **ANNEXURE B** (Locations / Construction of IRRIGATION CHANNEL SCHEMES)

S. No	District	Tehsil	UC	Province	IRRIGATION CHANNEL Facility	Department
1	Upper Chitral	Mastuj	Laspur	КРК	Irrigation Channel of village Awi Lasht	Community Scheme
2	Upper Chitral	Mastuj	Mastuj	КРК	Irrigation Channel of village Chuinj Bala	Community Scheme
3	Upper Chitral	Mastuj	Charun	КРК	Irrigation Channel of village Junalikoch	Community Scheme
4	Upper Chitral	Mastuj	Mastuj	КРК	Irrigation Channel of village Parikusap	Community Scheme

# **ANNEXURE C**

(General Terms and Conditions for Purchase/supply of Goods/ Construction/rehabilitation of 04 Nos Irrigation Channel Schemes

General Conditions for the Procurement of Construction of 04# IRRIGATION CHANNEL SCHEMES upper Chitral KP.

#### 1. ACCEPTANCE OF THE PURCHASE ORDER

This Purchase Order may only be accepted by the supplier/Contractor signing and returning an acknowledgment copy of it or by timely delivery of the goods / Construction/Rehabilitation of 04 # IRRIGATION CHANNEL SCHEMES in accordance with the terms of the purchase order asherein specified. Acceptance of this Purchase Order shall affect a contract between the Parties under which the rights and Obligations of the parties shall be governed solely by the terms and conditions of the purchase order including these General Conditions. No additional or inconsistent provision proposed by the supplier /Contractor shall bind Muslim Aid (MAP) unless agreed to in writing by a duly authorized Muslim Aid (MAP) official.

#### 2. LEGAL STATUS

The supplier / Contractor shall be considered as having the legal status of an independent contractor vis-à-vis **Muslim Aid** (MAP). The Supplier / Contractor, its personnel, and sub-contractors shall not be considered in any respect as being the employees of **Muslim Aid** (MAP). The supplier / Contractor shall be fully responsible for all work and services performed by its employees and for all acts and omissions of such employees.

#### 3. SOURCE OF INSTRUCTION

The supplier / Contractor shall neither seek nor accept instructions from any authority external to **Muslim Aid (MAP)** in connection with the performance under this contract. The Supplier / Contractor shall refrain from any action that may adversely affect **Muslim Aid (MAP)** and shall fulfill its commitments with the fullest regard to the interests of **Muslim Aid (MAP)**.

#### 4. ANTI-PERSONNEL MINES

The supplier / Contractor guarantees that it is not engaged in the sale or manufacture, either directly or indirectly, of anti-personnel mines or any components produced primarily for the operation thereof. Any breach of this representation and warranty shall entitle Muslim Aid (MAP) to terminate this Purchase Order immediately upon notice to the supplier / Contractor, at no cost to Muslim Aid (MAP).

### 5. CHILD LABOUR

The supplier / Contractor represents and warrants that neither it, nor any of its suppliers, is engaged in any practice inconsistent with the rights outlined in the Convention on the Rights of the Child, including Article 32 thereof, which, *inter alia*, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health and physical, mental, spiritual, moral or social development. Any breach of this representation and warranty shall entitle **Muslim Aid (MAP)** to terminate this Purchase Order immediately upon to the supplier, at no cost to **Muslim Aid (MAP)**.

#### 7. SUB-CONTRACTING

In the event the Supplier / Contractor require the services of a sub-contractor, the supplier / Contractor shall obtain the prior written approval of **Muslim Aid (MAP)** for all sub-contractors. The supplier / Contractor shall be fully responsible forall work and services performed by its sub-contractors and suppliers and for all acts and/or omissions of such sub-contractors and supplier and their personnel. The approval of **Muslim Aid (MAP)** of a sub-contractor shall not relieve the Supplier / Contractor of any of its obligations under this Purchase Order. The terms of any sub-contract shall be subject to and conform to the provision of this Order.

The supplier / Contractor shall not assign, transfer, pledge, or make other disposition of this Order or any part thereof or of any of the supplier's / Contractor rights, claims, or obligations under this Order except with the prior written consent of **Initiative of Change (MAP).** 

#### 9. OFFICIALS NOT TO BENEFIT

The supplier / Contractor represents and warrants that no official of Muslim Aid (MAP) has been, or shall be, offered by the Supplier / Contractor any direct or indirect benefit arising from this order or the award thereof. The supplier / Contractor agree that a breach of this provision is breach of an essential term of this Order.

#### 10. ENCUMBRANCES/LIENS

The supplier / Contractor shall not cause or permit any lien, attachment or other encumbrance by any person or entity to be placed or to remain in any public office or with Muslim Aid (MAP) against any monies due or to become due for any work done or materials furnished under this contract, or by reason of any other claim or demand against the Supplier / Contractor.

#### 11. EXPORT LICENCE

The order is subject to the obtaining of any export license or other government authorization that may be required. It shall be the responsibility of the Supplier / Contractor to obtain such license or authorization. Should the supplier / Contractor encounter difficulties in obtaining the required export license or governmental authorization, it shall immediately bring this to the attention of Muslim Aid (MAP). Muslim Aid (MAP) will, at its discretion, use its best endeavors to assist.

#### 12. WARRANTY

The supplier / Contractor warrants the material, construction, including finishing under this Order conform to the specification of the Order and is free from damage and defects in workmanship or materials. This warranty is without prejudice to any further guarantees that the Supplier / Contractor provides to purchasers. Such guarantees shall apply to the construction subject to this Order.

#### 13. REJECTION

Under the Order, Muslim Aid (MAP) shall have the right to reject the material or any part thereof if they do not conform to specifications.

#### 14. INSPECTION

Muslim Aid (MAP) or its duly accredited representative shall have the right to inspect the material / Construction work ordered for under this Order at Supplier's stores, during manufacture, in the port or places of shipment, and the Supplier shall provide all facilitates for such inspection.

#### **15. OVERRIDING CLAUSE**

In the event of any conflict or inconsistencies between these-General Terms and Conditions for construction or any other document which forms part of the purchase these conditions shall prevail except where they have been amended (by specific reference to the relevant clause and paragraph of these Conditions) as provided for herein.

#### 16. FORCE MAJEURE: OTHER CHANGES IN CONDITIONS

In the event of as soon as possible after the occurrence of any cause constituting force majeure, the Supplier shall give notice and full particulars in writing to Muslim Aid (MAP) of such occurrence or change if the Supplier / Contractor is herebyrendered unable.

Wholly or in part, to perform its obligations and meet its responsibilities under this Order. The Supplier / Contractor shall also notify Muslim Aid (MAP) of any other changes in conditions or the occurrence of any even which interferes or threatens to interfere with its performance of this purchase Order. On receipt of the notice required under this Article, Muslim Aid (MAP) shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Supplier of a reasonable extension of time in which to perform its obligations under this Purchase Order.

If the Supplier / Contractor is rendered permanently unable, wholly or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Order, **Muslim Aid Pakistan (MAP)** shall have the right to suspend or

terminate this Purchase Order on the same terms and conditions as are provided for in Article 18, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

Force majeure as used in this provision means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of similar nature or force.

Notwithstanding anything to the contrary in this Order, the Supplier / Contractor recognizes that the work and services will be performed under harsh or hostile conditions caused by civil unrest. Consequently, delays or failure to perform caused by events arising out of or in connection with, such civil unrest shall not, in and to itself, constitute force majeure under this Order.

#### 17. DISPUTES - ARBITRATION

**Amicable Settlement** the Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Order or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place.

#### 18. TERMINATION OF PURCHASE ORDER

In the case of failure by the Supplier / Contractor to fulfill its obligations under the terms and conditions of the Order including but not limited to failure to obtain necessary export licenses, or failure or refusal to make delivery of all or part of the goods by the agreed delivery date or dates, **Muslim Aid Pakistan (MAP)** may, after giving the Supplier / Contractor reasonable notice to perform without prejudice to any other rights or remedies excess on or more of the following rights.

Procure all or part of the goods from other sources, in which event **Muslim Aid Pakistan (MAP)** may hold the Supplier / Contractor responsible for any excess cost occasioned thereby.

Refuse to accept delivery of all or part of goods.

Cancel this Order without any liability for termination charges or any other liabilities or any kind of Muslim Aid Pakistan (MAP).

Muslim Aid (MAP) may terminate forthwith this Order at any time should the mandate or the funding of Muslim Aid Pakistan (MAP) be curtailed or terminated in which case the Supplier / Contractor shall be reimbursed by Muslim Aid Pakistan (MAP) for all reasonable costs incurred by the Supplier / Contractor prior to receipt of the notice of termination.

#### 19. INSOLVENCY AND BANKRUPTCY

Should the Supplier / Contractor become insolvent or should control of the Supplier / Contractor change by virtue of insolvency, **Muslim Aid Pakistan (MAP)** may without prejudice to any other rights and remedies, terminate this Order by giving the Supplier / Contractor written notice of termination.

Should the Supplier / Contractor be adjudged bankrupt or should the Supplier / Contractor make a general assignment for the benefit its creditors or should a receiver be appointed on account of the Supplier's / Contractor insolvency **Muslim Aid Pakistan (MAP)** may under the terms of this Order.

#### **20. PAYMENT INSTRUCTIONS**

**Muslim Aid Pakistan (MAP)** shall on the fulfillment of the Delivery Terms / Completion of work, unless otherwise provided in this Order make payment by cross cheque in the name of the company within thirty days of receipt of the Suppliers / Contractorinvoice along with the work done certificate from the Muslim Aid Engineer and copies of any other documentation specified in the Order.

Payment against the invoice referred to above will reflect any discount shown under the payment terms of this Order, provided payment is made within the period required by such payment terms. The payment schedule is below.

S #	Percentage of the agreement amount agreement amount		Duration /Time period of Delivery	Term and condition
1	1 <sup>st</sup> installment	50 % of the total Agreement	45 days after the Issuance of the Contract/ Purchase Order	After the 100% Work Completion of the Construction/Rehabilitation of 2 # Irrigation Channel scheme as per the agreed Specification, quoted rate and a

				satisfactory report from MAP Field Staff
2	2 <sup>nd and</sup> last Installment	50% of the total Agreement	45 days after the completion of 1 <sup>st</sup> O2 schemes	After the 100% Work Completion of the next Construction/Rehabilitation of the remaining 02 # Irrigation Channel scheme as per the agreed Specification, quoted rate and a satisfactory report from MAP Field Staff
Total		100	03 months	
		%	(90 Days)	

#### 21. PERFORMANCE SECURITY

A performance bond (or performance security) will be 02% of the contract value. This compensation to Muslim Aid to overcome difficulties that will be caused by non-performance of the contractor such as finding a new contractor to complete the works.

# <u>ANNEXURE D</u> (Vendor Registration Form and Instruction for completion of bid)

10. Parent Company (Full legal / officially registered company name):

# **VENDOR REGISTRATION FORM - ANNEX C**

Section 1: Company Details and General Information							
1. Name of Company:							
2. Street Address:	3. P.O. Box and Mailing	3. P.O. Box and Mailing Address:					
	Postal Code:	City:					
	Country:						
4.Tel:	5.Fax:						
6.Email:	7. WWW Address:						
8. Contact Name and Title:							
9. Email:							

12. Inte	11. Subsidiaries, Associates - name, city, country (attach a List if necessary):						
	ernational Offices/Representation (Co	untries where the Company has lo	ocal Offic	es/Representation):			
	pe of Business (Mark one rate/ Limited: Partnership:	Other (specify):					
		Other (specify).					
14. Manuf	Nature of Business: facturer: Authorized Agent:	Trader: Consulting Co	ompany:	Other (specify):			
15. Ye	ar Established:	16. Number	of Full-1	time Employees:			
17. Lic	ense no. /State where registered:	18.VAT No.	/Tax I.D	:			
19. Te	chnical Documents available						
English	n French Spanish	Russian Arabic Chir	iese	Other (specify)			
Saction							
	n 2: Banking Information		22	Branch Name			
	<b>n 2: Banking Information</b> Bank Name:		22.	Branch Name:			
<ul><li>21.</li><li>23.</li></ul>		24.		Branch Name: umber:			
21.	Bank Name:	24.					
21.	Bank Name: Branch Address:	24.					
<ul><li>21.</li><li>23.</li><li>25.</li></ul>	Bank Name:  Branch Address:  Fax number:	24.	Tel. nu 27.	umber:			
<ul><li>21.</li><li>23.</li><li>25.</li><li>26.</li></ul>	Bank Name:  Branch Address:  Fax number:  Bank Account Number:	29.	Tel. nu 27.	umber: Account Name:			
<ul><li>21.</li><li>23.</li><li>25.</li><li>26.</li><li>28.</li></ul>	Bank Name:  Branch Address:  Fax number:  Bank Account Number:  Account currency:	29. r (IBAN):	Tel. nu 27. Swift/	umber: Account Name:			
<ul><li>21.</li><li>23.</li><li>25.</li><li>26.</li><li>28.</li><li>30.</li></ul>	Bank Name:  Branch Address:  Fax number:  Bank Account Number:  Account currency:  International Bank Account Number	29. r (IBAN):	Tel. nu 27. Swift/	umber: Account Name:			
<ul><li>21.</li><li>23.</li><li>25.</li><li>26.</li><li>28.</li><li>30.</li><li>31.</li></ul>	Bank Name:  Branch Address:  Fax number:  Bank Account Number:  Account currency:  International Bank Account Number	29. r (IBAN): full details to be provided as per	Tel. nu 27. Swift/	umber: Account Name:			
21. 23. 25. 26. 28. 30. 31.	Bank Name:  Branch Address:  Fax number:  Bank Account Number:  Account currency:  International Bank Account Numbe  Routing Bank details (if applicable):  n 3: Technical Capability and Informational Capability Assurance Certification (e.g. ISO)	29. r (IBAN): full details to be provided as per	Tel. nu 27. Swift/ above	umber: Account Name: Bank Identifier Code (BIC):			

	Item)	National/International	Quality	Standard	to	which
-						
-						
-						
-						
-						
-						
-						

Section 4: Experience					
35. Annual Value of Total Sales f	or the last 2 Years:				
Year : PKR	Year	PKR			
36. Annual Value of Export Sales	for the last 3 Years: If a	pplicable			
Year : PKR	Year	PKR		Year	PKR
37. If available, please provide a	copy of the company's	latest annual or au	dited Financial Report.		
Section 5: Official not to benefit					
38. By signing this VRF, potential	vendors confirm that t	they have read, und	derstood and will com	ply with the	e MUSLIM AID
Policy on the "zero tolerance" th	at strictly prohibits the	e acceptance of any	type of gift and/or ho	ospitality by	MUSLIM AID
Yes No	Any breach of this claus	se may lead to the	termination of all cont	tracts your (	Company may
Name:					
Functional Title: Signature:					
Date:					
	Please courier the	completed BID do	cuments to:		

Please courier the completed BID documents to

Procurement Department
Muslim Aid

Plot # 1, First Floor, Executive Business Centre,
Main Double Road, FECHS,

#### INSTRUCTIONS FOR COMPLETION OF BID

The form should be typewritten in Uppercase and completed clearly and accurately ensuring that all questions areanswered. The numbers below correspond to item numbers on the registration form:

#### Section 1:

- 1. Full name of company.
- 2. Full street address.
- 3. Full mailing address (including P.O. Box, if any).
- 4. Telephone number, including correct country and area codes.
- 5. Fax number, including country and area codes.
- Email address.
- 7. WWW Address.
- 8. Provide name of person (including title) or department to whom correspondence should be addressed.
- 9. Provide email address of contact person.
- 10. Full legal name of parent company, if any.
- 11. Please provide, on a separate sheet, if necessary, names and addresses of all subsidiaries & associates if any.
- 12. Please provide countries where the company has local offices or representation.
- 13. Please tick one box. If other; please specify.
- 14. Please tick one box. If other; please specify. If the company is a manufacturer of some products and a trader/agent ofothers which they do not manufacture, both boxes should be ticked.
- 15. Indicate the year in which the organization was established under the name shown in Item 1.
- 16. Indicate the total number of full-time personnel in the company.
- 17. Provide the license number under which the company is registered, or the State where it is registered.
- 18. Provide the VAT number or Tax I.D. of the company.
- 19. Please tick the boxes for which languages the company is able to provide technical documents. Please specify otherlanguages.
- 20. Please tick the boxes for which languages the company is able to work in. Please specify other languages.

#### Section 2:

- 21. Full name of bank.
- 22. Name of branch.
- 23. Address where branch is located.
- 24. Telephone number, including correct country and area codes.
- 25. Fax number, including country and area codes.
- 26. Number of the company account.

- 27. Name in which the account is held (important: this should be the company name).
- 28. Currency of the account.
- 29. Swift code for the account.
  International Bank Account Number (IBAN).
- 30. Should a routing be required for international payments, please provide full details of intermediate bank(s).

## Section 3: (Documents to be submitted with Bids)

- 31. Pakistan Engineering Council Certificate (Validity)
- 32. NTN certificate
- 33. Statement of work
- 34. Company Key personal staff for this project
- 35. Work Plan for the construction of civil work
- 36. Construction Equipment list
- 37. Proof of Similar Project executed for last five years (List plus POs)
- 38. Project in Hand (List plus POs)
- 39. Financial Statement
- 40. Affidavit showing that the company is not involved in any litigation.
- 41. General Reputation (Provide the evidence of completion certificates of at least two previously completed projects ofclients)