



EMBASSY OF PAKISTAN
BRUSSELS

No. Admn/(FF&E)/CA/2024

May 21, 2024

TENDER NOTICE

Sealed Tenders are invited from reputable companies registered with Income Tax and Sale Tax Departments and who are on active Tax payers list of Federal Board of Revenue or registered with **Belgian/European authorities** for the **supply of Office and residence's Furniture, Fixture and Equipment (list Attached)** at Pakistan Embassy of Pakistan in Brussels.

Terms and Conditions:

- i. GST/NTN certificates should be provided with the tender.
- ii. Tender/bid shall be opened on June 05, 2024 at 1200 hours in presence of the interested tenderer or their authorized representatives.
- iii. Incomplete tender shall not be entertained.
- iv. Embassy of Pakistan, Brussels reserves the right to accept or reject all tenders as per PPRA rules Clause 33 prior to acceptance of bids.
- v. This advertisement and rules are available on PPRA's website i.e. www.ppra.org.pk.

Tender documents containing all relevant details are available on Embassy of Pakistan, Brussels's website i.e. www.pakistanembassy.be. Bids can be submitted on the following address till **1000 hours by June 05, 2024**. The tender/bid will be opened on the same day at **1200 hours** in the Embassy's Hall.

Embassy of Pakistan,
Avenue Delleur 57, Watermael-Boitsfort 1170,
Brussels, Belgium
Tel: +32-2-6738007
Fax: +32-2-6758394
Email: parepbrussels@mofa.gov.pk



(Muhammad Adeel)
Head of Chancery

List of Furniture for Office of Minister Customs Affairs

S.No.	Description	No.
Minister Customs Affairs Room		
	Office Table	1
	Officer Chair	1
	Chair floor mat	1
	Guest chairs	4
	Couche	1+2
	Guest table/Couche table	1
	Shelf/rack/filing cabinet	1
	Umbrella and coat rack	1
	Side Tables	2
	Table Lamps	2
	Floor lamps	2
	Door mat	1
	Souvenir Cabinet	1
	Flag Poles	2
	Trash Bin	1
Staff room		
	Table	2
	Desk Organizer	2
	Table Chair	2
	Visitors Chairs	2
	Rack/shelves/cupboard	2
	File Cabinets	4
	Trash bin	4
	Umbrella and coat rack	1
Meeting Room		
	Meeting Table	1
	Table Chairs	8
	Side Chairs	8
	Rostrum	1
Reception		
	Reception Counter	1
	Counter Chairs	2
	Visitors Sofa Set	3+2+1
	Visitor Chairs	6
	Souvenir Cabinet	2
	Centre Table	2
	Side Tables	2
	Table Lamps	2
	Floor lamps	2
	Flag Poles	2

List of Equipment for Office of Minister Customs Affairs

S.No.	Item	No.
1	Desktops (Incl Monitors)	4
2	Laptop	1
3	Printers (Coloured /Laser)	2
4	Photocopier	1
5	Fax	1
6	Wireless Mouse	5
7	Wireless keyboards	5
8	HDMI Cables / power cords	5
9	Shredders	2
10	Software (MS Office -Licensed)/ Spamware/ Anti-Virus etc	.

ANNEX**List of Furniture to be Purchased for the Residence of Minister (Customs Affairs)**

S.No.	Item	No.
Living Room		
1	Dining table	1
2	Dining chairs	10
3	Service table	1
4	Sofa sets	4
5	Centre table	2
6	Cabinet for tv	1
7	Mirror long	2
8	Shoe rack	2
9	Cabinet long with glass	1
10	Rounded table	1
11	Side tables	4
12	Big table	1
13	Long lamp	4
Bed Room 1		
14	Double bed	1
15	Double bed mattress	1
16	Side tables	2
17	Chester drawer	1
18	Classical chair	2
19	Bedroom lamp	2
20	Bedroom wardrobe	1
Bed Room 2		
21	Double bed	1
22	Double bed mattress	1
23	Side table	2
24	Chester drawer	2
25	Seater coach	2
26	Bedroom lamp	2
27	Cabinet for tv	1
28	Bedroom wardrobe	
Bed Room 3		
29	Single bed	1
30	Single bed mattress	1
31	Side tables	2
32	Easy Arm chair	2
33	Cabinet for tv	1

34	Bedroom wardrobe	1
Bed Room 4		
35	Single bed	1
36	Single bed mattress	2
37	Side table	2
38	Couch	1
39	Side table	2
40	Cabinet for tv	1
41	Bedroom wardrobe	1
42	Iron stand	1
43	Garden chairs	2+1+1
44	Garden table	1

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

A. GENERAL

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|------|--------------------|-----|--|
| IB.1 | Scope of Bid | 1.1 | The Embassy of the Islamic Republic of Pakistan, Brussels (Avenue Delleur 57, 1170 Watermael-Boitsfort, Brussels) as defined in the Bidding Data hereinafter called "The Embassy" wishes to receive bids for the works as described in the Bidding Documents, and summarized in the Bidding Data hereinafter referred to as the "Works". |
| | | 1.2 | The successful bidder will be expected to complete the Works within the time specified in the Contract Data. |
| IB.2 | Source of Funds | 2.1 | The Embassy has arranged funds from its own sources for the eligible payments under the Contract for which these Bidding Documents are issued. |
| IB.3 | Eligible Bidders | 3.1 | This Invitation for Bids is open to all bidders meeting the following requirements:
a) Dully licensed by the Belgian/European Authorities in the category relevant to the value of the Works.
<p style="text-align: center;"><i>OR</i></p> b) Duly licensed by the Pakistani Authorities/PEC in the category relevant to the value of the Works. |
| IB.4 | One Bid per Bidder | 4.1 | Each bidder shall submit only one bid either by himself/herself, or as a partner in a joint venture. A bidder who submits or participates in more than one bid (other than alternatives pursuant to Clause IB.15 will be disqualified. |
| IB.5 | Cost of Bidding | 5.1 | The bidders shall bear all costs associated with the preparation and submission of their respective bids and the Embassy will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. |
| IB.6 | Site Visit | 6.1 | 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 the Works. All cost in this respect shall be at the bidder's own expense. |
| | | 6.2 | The bidders and any of their personnel or agents will be granted permission by the Embassy to enter upon the 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 Embassy, 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. |

B. BIDDING DOCUMENTS

- IB.7 Contents of Bidding Documents
- 7.1 The Bidding Documents, in addition to invitation for bids, are those stated below and should be read in conjunction with any Addenda issued in accordance with Clause IB.9:
1. Instructions to Bidders
 2. Bidding Data
 3. General Conditions (GC)
 4. Particular Conditions (PC):
 - Part-A: Contract Data
 - Part-B: Specific Provisions
 5. Specification - Special Provisions
 6. Specification - Technical Specifications
 7. Letter of Bid
 8. Annexures to Bid including:
 - i) Technical Specifications Form
 - ii) Financial Proposal / Bill of Quantities
 - iii) Form of Contract Agreement
 - iii) Integrity Pact
 - iv) Drawings
- 7.2 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. Pursuant to Clause IB 25, bids which are not substantially responsive to the requirements of the Bidding Documents will be rejected.
- IB.8 Clarification of Bidding Documents
- 8.1 Any prospective bidder requiring any clarification (s) in respect of the Bidding Documents may notify the Embassy in writing at the Embassy's address indicated in the Invitation for Bids. The Embassy will respond to any request for clarification which he receives earlier than the period specified in the Bidding Data, prior to the deadline for submission of bids. Copies of the Embassy's response will be forwarded to all receivers of the Bidding Documents, including a description of the enquiry but without identifying its source.
- IB.9 Amendment of Bidding Documents
- 9.1 At any time prior to the deadline for submission of bids, the Embassy may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by issuing addendum.
- 9.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub Clause IB 7.1 hereof and shall be communicated in writing to all Bidders. Prospective bidders shall acknowledge receipt of each addendum in writing to the Embassy.

- 9.3 To afford prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Embassy may extend the deadline for submission of bids in accordance with Clause IB.19.

C. PREPARATION OF BIDS

- IB.10 Language of Bid
- 10.1 The bid and all correspondence and documents related to the bid exchanged by a bidder and the Embassy 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.
- IB.11 Documents Accompanying the Bid
- 11.1 Each bidder shall:
- (a) submit duly filled in, signed Letter of Bid and completed Appendices to Bid in accordance with Clause IB 16 hereof;
 - (b) submit Alternative Bid, if permissible in accordance with Clause IB 15;
 - (c) update the information indicated and listed in the application for prequalification (if any), and continue to documents which as a minimum,
 - (d) Furnish a Technical & Financial proposal taking into account the various Annexures to Bid.
 - (e) and other pertinent information such as mobilization programme etc;
- 11.2 Bids submitted by a joint venture of two (2) or more firms specified in Bidding Data, shall comply with the following requirements:
- (a) the bid and in case of a successful bid, the Form of Contract Agreement shall be signed by all members so as to be legally binding on all partners;
 - (b) one of the joint venture partners shall be nominated as being in charge; and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the joint venture partners;

- (c) the partner-in-charge shall always be duly authorized to deal with Embassy of Pakistan, Brussels regarding all matters related with and/or incidental to the execution of Works as per the terms and Conditions of Contract and in this regard to incur any and all liabilities, receive instructions, give binding undertakings and receive payments on behalf of the joint venture;
- (d) all partners of the joint venture shall at all times and under all circumstances be liable jointly and severally for the execution of the Contract in accordance with the Contract terms and a statement to this effect shall be included in the authorization mentioned under Sub-Para(b) above as well as in the Letter of Bid and in the Form of Contract Agreement (in case of a successful bid); and
- (e) a copy of the agreement entered into by the joint venture partners shall be submitted with the bid stating the conditions under which it will function, its period of duration, the persons authorized to represent and obligate it and which persons will be directly responsible for due performance of the Contract and can give valid receipts on behalf of the joint venture, the proportionate participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. No amendments / modifications whatsoever in the joint venture agreement shall be agreed to between the joint venture partners without prior written consent of the Embassy of Pakistan, Brussels.

11.3 Bidders shall also submit proposals of work methods and schedule, in sufficient detail to demonstrate the adequacy of the Bidders' proposals to meet the technical specifications and the completion time referred to in Sub Clause IB 1.2 hereof.

IB.12 Bid Prices

12.1 The price and discount if any quoted by the Bidders in the Letter of Bid shall conform to the requirement specified below:

Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole of the Works as described in Sub Clause IB 1.1 hereof, based on the unit rates and / or prices.

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

12.3 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. However, Embassy will not pay any VAT (TVA) as it is exempted from TVA.

Additional / reduced duties, taxes and levies due to subsequent additions or changes in legislation shall be reimbursed / deducted as per Sub Clause 13.7 of the General Conditions of Contract.

- 12.4 The rates and prices quoted by the bidders are subject to adjustment during the performance of the Contract in accordance with the provisions of Sub Clause 13.8 of the General Conditions of Contract. The bidders shall furnish the prescribed information for the price adjustment formulae in Appendix-B to Bid, and shall submit with their bids such other supporting information as required under the said Clause.
- IB.13 Currencies of Bid and Payment
- 13.1 The unit rates and the prices shall be quoted by the bidder entirely in Euro. A bidder expecting to incur expenditures in other currencies for inputs to the Works supplied from outside the Embassy's country of seat (referred to as the "Foreign Currency Requirements") shall indicate the same in Appendix-B to Bid. The proportion of the Bid Price (excluding Provisional Sums) needed by him for the payment of such Foreign Currency Requirements either (i) entirely in the currency of the Bidder's home country or, (ii) at the bidder's option, entirely in Euro provided always that a bidder expecting to incur expenditures in a currency or currencies other than those stated in (i) and (ii) above for a portion of the foreign currency requirements, and wishing to be paid accordingly, shall indicate the respective portions in his bid.
- 13.2 The rates of exchange to be used by the bidder for currency conversion shall be the TT&OD Selling Rates published or authorized by the State Bank of Belgium or Euro Bank or State Bank of Pakistan prevailing on the date 28 days prior to the deadline for submission of bids.
- For the purpose of payments, the exchange rates used in bid preparation shall apply for the duration of the Contract.
- IB.14 Bid Validity
- 14.1 Bids shall remain valid for the period stipulated in the Bidding Data after the Date of Bid Opening specified in Clause IB 23.
- 14.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Embassy 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.
- IB.15 Alternate Proposals by Bidder
- 15.1 Should any bidder consider that he can offer any advantages to the Embassy 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 Letter of Bid shall be that which represents complete compliance with the Bidding Documents.

- 15.2 Alternate Proposal(s), if any, of the lowest evaluated responsive bidder only may be considered by the Embassy as the basis for the award of Contract to such bidder.
- IB.16 Pre-Bid Meeting
- 16.1 The Embassy may, on its own or at the request of any prospective bidder(s), hold a pre-bid meeting to clarify issues and to answer any questions on matters related to the Bidding Documents. All prospective bidders or their authorized representatives shall be invited to attend such a pre-bid meeting.
- 16.2 The bidders are requested to submit questions, if any, in writing so as to reach the Embassy not later than seven (7) days before the proposed pre-bid meeting. Bidders may visit the site, however, before visit; the bidders will have to take explicit permission of the Embassy for the visit to assess the cost of the Works.
- 16.3 Minutes of the pre-bid meeting, including the text of the questions raised and the replies given, will be transmitted without delay to all purchasers of the Bidding Documents. Any modification of the Bidding Documents listed in Sub-Clause 7.1 hereof which may become necessary as a result of the pre-bid meeting shall be made by Embassy of Pakistan, Brussels exclusively through the issue of an Addendum pursuant to Clause IB.9 and not through the minutes of the pre-bid meeting.
- 16.4 Absence at the pre-bid meeting will not be a cause for disqualification of a bidder.
- IB.17 Format and Signing of Bid
- 17.1 Bidders are particularly directed that the amount entered on the letter of Bid shall be for performing the Contract strictly in accordance with the Bidding Documents.
- 17.2 All appendices to Bid are to be properly completed and signed.
- 17.3 No alteration is to be not made in the Letter 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.
- 17.4 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 as described in Clause IB.7 and clearly mark them "ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them, the original shall prevail.
- 17.5 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 pursuant to Sub-Clause 11.1(a) hereof. All pages of the bid shall be initialed

and stamped by the person or persons signing the bid.

- 17.6 The bid shall contain no alterations, omissions or additions, except to comply with instructions issued by Embassy of Pakistan, Brussels, or as are necessary to correct errors made by the bidder, in which case such corrections shall be initiated by the person or persons signing the bid.
- 17.7 Bidders shall indicate in the space provided in the Letter 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.
- 17.8 Bidders should retain a copy of the Bidding Documents as their file copy.

D. SUBMISSION OF BIDS

IB.18 Sealing and Marking of Bids

- 18.1 Each bidder shall submit his bid as under:
- (a) ORIGINAL and each copy of the Bid shall be separately sealed and put in separate envelopes and marked as such. Technical and financial proposals must be submitted in separate envelop.
 - (b) The envelopes containing the ORIGINAL and copies will be put in one sealed envelope and addressed / identified as given in Sub Clause IB 18.2 hereof.
- 18.2 The inner and outer envelopes shall:
- (a) be addressed to the Embassy of Pakistan, Brussels 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.
- 18.3 In addition to the identification required in Clause 18.2 hereof, 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" pursuant to Clause IB.20.
- 18.4 If the outer envelope is not sealed and marked as above, the Embassy of Pakistan, Brussels will assume no responsibility for the misplacement or premature opening of the Bid.

IB.19 Deadline for Submission of Bids

- 19.1
- (a) Bids must be received by the Embassy of Pakistan, Brussels at the address specified no later than the time and date stipulated in the Bidding Data/Invitation of Bid.
 - (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.

19.2 The Embassy of Pakistan, Brussels may, at its discretion, extend the deadline for submission of bids by issuing an amendment in accordance with Clause IB.9, in which case all rights and obligations of the Embassy of Pakistan, Brussels and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

IB.20 Late Bids

- 20.1 (a) Any bid received by the Embassy of Pakistan, Brussels after the deadline for submission of bids prescribed in Clause IB.20 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.

IB.21 Modification, Substitution and Withdrawal of Bids

- 21.1 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 Embassy of Pakistan, Brussels prior to the deadline for submission of bids.
- 21.2 The modification, substitution, or notice for withdrawal of any bid shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause IB.19 with the outer and inner envelopes additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" as appropriate.
- 21.3 No bid may be modified by a bidder after the deadline for submission of bids except in accordance with Sub Clauses IB 21.1 and 26.2.
- 21.4 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 Letter of Bid may result in forfeiture of the Bid Security in pursuance to Clause IB.14.

E. BID OPENING AND EVALUATION

IB.22 Bid Opening

- 22.1 The Embassy of Pakistan, Brussels will open the Technical bids, including withdrawals, substitution and modifications made pursuant to Clause IB.21, 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.

- 22.2 Envelopes marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause IB.21 shall not be opened.
- 22.3 The bidder's name, bid modifications, substitution and withdrawals, the presence or absence of Bid Security and such other details as the Embassy of Pakistan, Brussels may consider appropriate, will be announced by the Embassy of Pakistan, Brussels at the opening of bids.
- 22.4 Embassy of Pakistan, Brussels shall prepare minutes of the bid opening, including the information disclosed to those present in accordance with the Sub Clause IB 22.3.
- IB.23 Process to be Confidential
- 23.1 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 Embassy of Pakistan, Brussels'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.
- IB.24 Clarification of Bids
- 24.1 To assist in the examination, evaluation and comparison of bids, the Embassy of Pakistan, Brussels may, at its discretion, ask any bidder for clarification of his bid, including breakdowns of unit rates and lump sum prices. 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 Embassy of Pakistan, Brussels in the evaluation of the bids in accordance with Clause IB.27.
- IB.25 Examination of Bids and Determination of Responsiveness
- 25.1 Prior to the detailed evaluation of bids, the Embassy of Pakistan, Brussels will determine whether each bid is substantially responsive to the requirements of the Bidding Documents.
- 25.2 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 Embassy of Pakistan,

- Brussels'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.
- 25.3 If a bid is not substantially responsive, it will be rejected by the Embassy of Pakistan, Brussels, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.
- IB.26 Correction of Errors
- 26.1 Bids determined to be substantially responsive will be checked by the Embassy of Pakistan, Brussels for any arithmetic errors. Errors will be corrected by the Embassy of Pakistan, Brussels 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 Embassy of Pakistan, Brussels 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.
- 26.2 The amount stated in the Letter of Bid will be adjusted by the Embassy of Pakistan, Brussels 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 in accordance with Sub Clause IB 15.6(b) hereof.
- IB.27 Evaluation and Comparison of Bids
- 27.1 The Embassy of Pakistan, Brussels will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause IB.25.
- 27.2 In evaluating the Bids, the Embassy of Pakistan, Brussels will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:
- (a) making any correction for errors pursuant to Clause IB.25;
 - (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.
- 27.3 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.
- 27.4 If the Bid of the successful bidder is seriously unbalanced in relation to the Embassy of Pakistan, Brussels's estimate of the cost of work to be performed under the Contract, the Embassy of Pakistan, Brussels 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 Embassy of Pakistan, Brussels may require that the amount of the Performance Security set forth in Clause IB.31 be increased at the expense of the successful bidder to a level sufficient to protect the Embassy of Pakistan, Brussels against financial loss in the event of default of the successful bidder under the Contract.

F. AWARD OF CONTRACT

- IB.28 Award Criteria 28.1 Subject to Clauses IB.29 and IB.33, the Embassy of Pakistan, Brussels 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 in accordance with the provisions of Clause IB.3 and qualify pursuant to Sub-Clause IB 28.2.
- 28.2 The Embassy of Pakistan, Brussels, 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.
- IB.29 Embassy of Pakistan, Brussels's Right to Accept any Bid and to Reject any or all Bids 29.1 Notwithstanding Clause IB.28, the Embassy of Pakistan, Brussels 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.
- IB.30 Notification of Award 30.1 Prior to expiration of the period of bid validity prescribed by the Embassy of Pakistan, Brussels, the Embassy of Pakistan, Brussels will notify the successful bidder in writing ("Letter of Acceptance") that his Bid has been accepted. This letter shall name the sum which the Embassy of Pakistan, Brussels 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 "Accepted Contract amount").
- 30.2 No Negotiation with the bidder having evaluated as lowest responsive or any other bidder shall be permitted, however, Embassy of Pakistan, Brussels may have clarification meetings to get clarify any item in the bid evaluation report.
- 30.3 The notification of award and its acceptance by the bidder will constitute the formation of the Contract, binding the Embassy of Pakistan, Brussels and the bidder till signing of the formal Contract Agreement.

- 30.4 Upon furnishing by the successful bidder of a Performance Security (if any), the Embassy of Pakistan, Brussels will promptly notify the other bidders that their Bids have been unsuccessful and return their bid securities.
- IB.31 Performance Security (if any)
- 31.1 The successful bidder shall furnish to the Embassy of Pakistan, Brussels a Performance Security (if any) in the form and amount stipulated in the Bidding Data and the Conditions of Contract within a period of 28 days after the receipt of Letter of Acceptance.
- 31.3 Failure of the successful bidder to comply with the requirements of Clause IB.31 or Clauses IB.32 or IB.34 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.
- IB.32 Signing of Contract Agreement
- 32.1 Within 14 days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Embassy of Pakistan, Brussels will send the successful bidder the Contract Agreement in the form provided in the Bidding Documents, incorporating all agreements between the parties.
- 32.2 The formal Agreement between the Embassy of Pakistan, Brussels and the successful bidder shall be executed within 14 days of the receipt of the Contract Agreement by the successful bidder from the Embassy of Pakistan, Brussels.
- IB.33 General Performance of the Bidders
- 33.1 The Embassy of Pakistan, Brussels reserves the right to obtain information regarding performance of the bidders on their previously awarded contracts/works. The Embassy of Pakistan, Brussels may in case of consistent poor performance of any Bidder as reported by the Embassy of Pakistan, Brussels of the previously awarded contracts, inter alia, reject his bid and/or refer the case to the Pakistan Engineering Council (PEC) or Belgian/European's relevant authorities. Upon such reference, PEC or Belgian/European's relevant authorities 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.
- IB.34 Integrity Pact (if any/ applicable)
- 34.1 The Bidder shall sign the Integrity Pact provided at Appendix-D in the Bidding Documents for all Federal Government procurement contracts exceeding Rupees ten million or equivalent amount in Euro. Failure to provide such Integrity Pact shall make the bidder non-responsive.
- IB.35 Instructions not Part of Contract
- 35.1 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

BIDDING DATA

BIDDING DATA

IB Clause Reference	Bidding Data
1.1	<u>Name and address</u> Embassy of the Islamic Republic of Pakistan Avenue Delleur 57, 1170 Watermael-Boisfort, Brussels
1.1	<u>Name of the Project & Summary of the Works</u> a) Supply of Furniture, Fixture and Equipment (list attached)
1.2	<u>Time for completion of Works</u> One time
2.1	<u>Name of the Borrower/Source of Financing/Funding Agency</u> Government of Pakistan
8.1	<u>Time limit for clarification:</u> 15 days before the last date of submission of bid
10.1	<u>Bid language:</u> English
10.10	<u>Prequalification Information to be updated:</u> NIL
11.1	<u>Technical Proposal:</u> The bidder to submit a Technical Proposals in sufficient detail to demonstrate the adequacy of the bid in meeting requirements for the services.
11.2	Maximum number of JV Partners shall be three (03)
13.1	Bidders to quote entirely in Euros or Pak
14.1	<u>Period of Bid Validity</u> 90 days
15.1	<u>Amount of Bid Security</u> Not Applicable
16.1	<u>Venue, time, and date of pre-Bid meeting</u> From 1000 hours to 1100 on Wednesday, 05 June 2024 at Embassy of the Pakistan, Avenue Delleur 57, 1170- Watermael-Boisfort, Brussels
17.4	<u>Number of copies of the Bid to be completed and returned</u> One in Original and Two Copies
19.2(a)	<u>Embassy of Pakistan, Brussels's address for the purpose of Bid submission</u> Avenue Delleur 57, 1170 Watermael-Boitsfort, Brussels

18.2(b)	<u>Name and Number of the Contact</u> Embassy of Pakistan / 026738007
19.1(a)	<u>Deadline for submission of bids</u> Upto 1000 hours on June 05, 2024
22.1	<u>Venue, time, and date of Bid opening</u> At 1200 hours on June 05, 2024 at the Embassy of Pakistan, Avenue Delleur 57, 1170- Watermael-Boisfort, Brussels
31.1	<u>Standard form and amount of Performance Security acceptance to the Embassy of Pakistan, Brussels</u> Not applicable

**LETTER OF BID
AND
APPENDICES TO BID**

LETTER OF BID

Bid Reference No. _____
(Name of Contract/Works)

To:

Gentleman,

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Specifications, Drawings and Bill of Quantities and Addenda Nos. _____ for the execution of the above-named Works, we, the undersigned, offer to execute and complete such Works and remedy any defects therein in Quantities and Addenda for sum of Euros/Rs. _____ (Euros/Rupees _____) or such other sum as may be ascertained in accordance with the contract.
2. We understand that all the Appendices attached hereto form part of this Bid.
3. We undertake, if our Bid is accepted, to commence the Works and to complete the whole of the Works comprised in the Contract within the time stated in Contract Data.
4. We agree to abide by this Bid for the period of _____ days from the date fixed for receiving the same and it shall remain binding upon us may be accepted at my time before the expiration of that period.
5. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
6. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other bidders for the Works.
7. We understand that you are not bound to accept the lowest any Bid you may receive.

Dated this _____ day of _____ 20____

Signature: _____

in the capacity of _____ duly authorized to sign Bids for and on behalf of

(Name of Bidder in Block Capitals)
(Seal)

Address: _____

Witness:

Signature: _____

Name: _____

Address: _____

Occupation: _____

CONTRACT FORM

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the _____ day of _____ (month) 20____ between _____ (hereafter called the "Embassy of Pakistan, Brussels") of the one part and _____ (hereafter called the "Contractor") of the other part.

WHEREAS the Embassy of Pakistan, Brussels is desirous that certain Works as detailed in the Bidding documents should be executed by the Contractor and has accepted a Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW this Agreement witnessed as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents after incorporating addenda, if any, except those parts relating to Instructions to Bidders shall be deemed to form and be read and construed as part of this Agreement:
 - a) The Letter of Acceptance;
 - b) Letter of Bid;
 - c) The Particular Conditions – Part A Contract Data;
 - d) The Particular Conditions – Part B Specific Provisions;
 - e) The General Conditions;
 - f) The Specifications - Special Provisions;
 - g) The Specifications - Technical Provisions;
 - h) The Drawings;
 - i) The Completed Appendices to Bid including Technical and Financial Proposals / Bill of Quantities; and
 - j) Any other Documents forming part of the Contract.

The addenda, if any, (Excluding part relating to Instructions to Bidders along with Bidding Data) shall be deemed to have been incorporated at the appropriate places in the documents forming the Contract".

3. In consideration of the payments to be made by the Embassy of Pakistan, Brussels to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Embassy of Pakistan, Brussels to execute and complete the Works and remedy defects therein in conformity and in all respects with the provisions of the Contract.
4. The Embassy of Pakistan, Brussels hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed on the day, month and year first before written in accordance with their respective laws.

Signature of the Contactor

Signature of Embassy of Pakistan,
Brussels

(Seal)

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness

Witness

(Name, Title and Address)

(Name, Title and Address)

CONDITIONS OF CONTRACT

CONDITIONS OF CONTRACT

The Conditions of Contract comprise General Conditions and Particular Conditions:

General Conditions

The General Conditions that follow are the FIDIC-MDB Harmonized Edition-2010 of the Conditions of Contract for Construction prepared and copyrighted by the International Federation of Consulting Engineers (Fédération Internationale des Ingénieurs-Conseils, or FIDIC), FIDIC 2010-All rights reserved. Therefore, no part of this publication may be reproduced, translated, adapted, stored in a retrieval system or communicated, in any form or by any means, whether mechanical, electronic, magnetic, photocopying, recording or otherwise, without prior permission in writing from FIDIC.

The standard text of the General Conditions chosen must be retained intact to facilitate its reading and interpretation by bidders and its review by the Embassy of Pakistan, Brussels. Any amendments and additions to the General Conditions, specific to the contract in hand, should be introduced in the Particular Conditions.

The use of standard conditions of contract for construction works will ensure comprehensiveness of coverage, better balance of rights or obligations between Embassy of Pakistan, Brussels and Contractor, general acceptability of its provisions, and savings in time and cost for bid preparation and review, leading to more economic prices.

Copies of the FIDIC Conditions of Contract, FIDIC-MDB Harmonised Edition-2010 can be obtained from:

FIDIC Secretariat

P.O. Box 86

1000 Lausanne 12

Switzerland

e-mail: fidic.pub@fidic.org – FIDIC.org/bookshop