

BID DOCUMENTS

Hiring of Earth Work Machinery



FEBRUARY 12, 2025

PAKISTAN ATOMIC ENERGY COMMISSION FOUNDATION

Adjacent to NORI Hospital Hanna Road G-8/3 Islamabad Ph.051-9263295-97, Ext: 205

Subject: INVITATION FOR FINANCIAL BIDS FOR HIRING OF MACHINERY

Pakistan Atomic Energy Commission Foundation invites sealed bids for the Hiring of following machinery on rental basis:-

Sr. No	Description of Work	Estimated Hours for Each Machinery	Total Estimated Hours	Hourly Rate Rs. (with all applicable taxes) on FOR Wanbachran Chashma	Total Amount Rs. (With all applicable taxes on FOR Wanbachran Chashma
1	Provision of Dozer having capacity 200-250 HP along with operator/helper without HSD as per terms and conditions for machinery. (Minimum 03 dozers for period of about 06 Months)	1250 Hrs.	3,750 Hrs.		
2	Provision of Dozer having capacity of 250-350HP along with operator/helper without HSD as per terms and conditions for machinery. (Minimum 02 dozers for period of about 06 Months)	1250 Hrs.	2500 Hrs.		
3	Provision of Excavator having capacity of >1.5m3 along with operator/helper without HSD as per terms and conditions. (Minimum 01 excavator for period of about 06 Months)	1250 Hrs.	1250 Hrs.		
4	Dumper (Medium range approx.10m3) along with operator/helper without HSD as per terms and conditions. (Minimum 01 Dumper for period of about 06 Months)	1250 Hrs.	1250 Hrs.		
5	Tractor (4WD) with Hydraulic Trolley (15 Ton) along with operator/helper without HSD as per terms and conditions. (Minimum 01 Tractor (4WD) with Hydraulic Trolley (15 Ton) for period of about 06 Months)	1250 Hrs.	1250 Hrs.		
6	Grand Total in Words:				

1. Contractor will be responsible for:

- i. Provision of required Machinery on site at their own expense.
- ii. Provision of qualified and experienced drivers to operate the required machinery.
- iii. All type of maintenance, including lube and filter changes.
- iv. Replacement of the machinery in case of its break down will be made within 03 days.
- v. Maintaining the machinery in good working conditions up to the satisfaction of site incharge.
- vi. Safety / security of their machinery, operator, staff and other things related with this Project.
- vii. Accommodation, meal and other requirements of contractor's staff.
- viii. The availability of documents of machinery and his crew when and where required.
- ix. Mobilization of machinery within 07 days from issuance of work order.
- x. All crew should be literate with sound mental and physical health and of good moral character and must have valid CNIC and Driving License/certificate.
- xi. Violation of rules & misconduct of the operator / drivers. PAEC Foundation shall have the right to demand replacement of operator/driver in case of misconduct or repeated violation of rules or poor performance.

2. <u>PAEC Foundation will be responsible for</u>:

- i. Only HSD (High Speed Diesel) will be provided by PAEC Foundation for operation of machinery.
- ii. Provision of space for accommodation and living.

3. <u>Contractor will be paid rental charges as below:</u>

a. Actual hours of dozers and other machinery during which work is carried out at full quoted rates.

b. If machinery remains idle due to PAEC Foundation and work remained suspended for more than 04 days per month then idling charges will be paid
@ 50% of quoted rates for the period beyond 04 days.

c. If work remains suspended due to force majeure, then no payment will be admissible to contractor.

4. <u>General Terms & Conditions:</u>

4.1 Registered with Federal / Provision Revenue Authority.

Bidder (s) participating in bidding process for provision Machinery to PAEC

Foundation should invariably be registered with Federal / Provincial Revenue Authority at the time of submission of its bid to PAEC Foundation.

4.2 Bid Security

The bid must be accompanied with Bid Security valuing 2% of the total bid price in form of Pay order/ Banker Cheque / CDR form schedule bank of Pakistan in the favor of **PAEC Foundation.** Non-submission of the same shall disqualify bids.

4.3 Bid Validity

Bid must be valid for minimum 30 days from the opening date.

4.4 Machinery Health

All machinery must be reliable to execute earthwork in sandy terrain. All machinery required (as per B.O.Q) must be in good working & mechanical condition for efficient performance. Satisfaction / decision of the supervisor will prevail.

4.5 Bid Price

- a. Bid price shall be inclusive of all taxes, duties, levies, charges etc.
- b. The prices may be quoted in Pakistani Rupees.
- c. The prices quoted by the successful bidder (contractor) for required services shall remain firm and final throughout contract period.
- d. No escalation shall be allowed on account of fluctuation in market rates.
- e. Rates shall be written in figures and words in separate columns. In case of conflict in figures and words, the rate quoted in words shall prevail.

4.6 <u>Contract Period</u>

The contract will remain valid for six (06) months period. Any extension in validity of contract will be subject to written mutual consent of both the parties

4.7 <u>Performance Guarantee</u>

- 4.7.1 Within ten (10) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Purchaser the performance guarantee @ 10% of Contract Amount.
- 4.7.2 The proceeds of the performance guarantee shall be payable to the Purchaser as compensation for any loss resulting from the Contractor's failure to complete its obligations under the Contract. The performance guarantee shall be denominated in the currency of the Contract

acceptable to the Purchaser and shall be in one of the following forms:

a. The amount of performance guarantee, as a percentage of the Contract Price, shall be 10% (of the contract price) in the shape of Demand Draft, Pay Order, Banker's Cheque, and Call at Deposit, CDR or a bank guarantee issued by a reputable scheduled bank of Pakistan on the prescribed format issued by PAEC Foundation.

4.7.3 The performance guarantee will be discharged by the PAEC Foundation and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any obligations, unless specified.

4.8 Terms of Payment

Payment will be released on fortnightly basis through crossed cheque on submission of invoice after verification as per PAEC Foundation Procedure. All applicable taxes will be deducted from the contractor/firm, as per government rules. No advance payment is admissible.

4.9. Incomplete Bids

Bids which are incomplete, not sealed, not signed and / or not stamped, late or submitted by other than specified mode will be rejected.

4.10. Award of Work.

The award of the contract / service order shall be made to the bidder whose bid has been determine to be the lowest evaluated bid, after considering all factors.

4.11 Signing of Contract

Within period as required by PAEC Foundation or 15 days after notification to the successful bidder regarding acceptance of his bid. The contract incorporating all agreements between the parties will be signed.

4.12. Variation in Contract

PAEC Foundation reserves the right to increase or decrease the quantities / volume of work. MD (F) is authorized to increase or decrease the BOQ quantities as per site requirements. Such variation shall not invalidate the

contract.

4.13. Acceptance / Rejection

PAEC Foundation 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 effected bidder or bidders or any obligation to justify the affected bidder or bidders of the grounds for PAEC Foundation's action.

4.14. Loss/damage to the machinery

PAEC Foundation shall not be responsible for any sort of mishap, accident, injury, death of the crew deployed at site and loss/damage to the machinery due to any reason including force majeure, sabotage or any unforeseen incident.

4.15. Liquidated Damages

If the contractor fails to replace breakdown machinery within **three (3) days** or delays mobilization and commencement of work beyond **seven (7) days**, the purchaser may impose liquidated damages as follows:

- **0.5% of the contract price per week** (or part thereof) for delays in replacing breakdown machinery.
- **1.0% of the contract price per week** (or part thereof) for delays in mobilization and commencement of work.

Liquidated damages shall not exceed 10% of the total contract value. However, if the delay significantly impacts project completion or causes operational losses, the purchaser may impose higher penalties at its discretion. Further, if the contractor fails to mobilize and commence work within а maximum period of 30 days from the agreed mobilization/commencement date, PAEC Foundation reserves the right to cancel the contract and recover liquidated damages from the performance bond."

4.16 Additional Services

Additional services if required (other than the services mentioned in the scope of services) will be paid on the rate mutually agreed by both the parties hereafter.

4.17 Arbitration:

a. Arbitration shall be precedent in any action of law (Pakistan) and that the provisions of the Arbitration Act, 1940 and rules framed thereunder shall apply. The venue of the arbitration shall be in Islamabad, Pakistan.

b. The expenses of arbitration shall be charged equally to the Parties unless the award of the arbitrator(s) or the umpire, as the case may be, otherwise provide.

4.18 Termination of Contract

The contract may be terminated during the contract period, if the services are no more required or the contactor fails to abide or violates the same or do not follow the instructions of the site incharge or take no remedial / correction measures within 15 days of receiving written notice from the site incharge.

4.19. Opening of Tender

The bids are addressed to <u>General Manager (Projects) PAEC Foundation</u> Islamabad and shall be received at 12 A.M on 03-03-2025 on following address and shall be opened on the same date at 12:30 A.M by the Tender Opening Committee, in the presence of Bidder's representatives who may choose to attend the bid opening on due date and time as specified above. No tender / bids shall be entertained after opening of bids. If bid closing/opening date falls on local/national holiday, the date of bid closing/opening shall be the next working day on the same time and venue.

PAEC Foundation, adjacent NORI, Hanna Road G-8/3 Islamabad

4.20. Contact Person

You may contact at 0322-6931707 and 051-9263295 (Ext: 205) for any query regarding tenders.

(Khawar Saleem) Assistant. Manager (P&P)