



BANK OF AZAD JAMMU KASHMIR MUZAFFARABAD

Project:

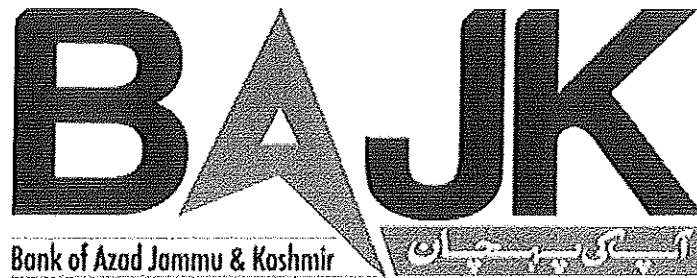
Tender Notice for Renovation of Apex Plaza at Gharipan Chowk and Renovation of Al- Aziz Plaza at Bypass Road Bela Noor Shah Muzaffarabad AJ&K (Single Stage-Two Envelope Method)

The Bank of Azad Jammu and Kashmir the procuring entity invites the technical and financial bids as per AJKPPRA Rule 36 (b) Single Stage Two-Envelopes bidding procedure from reputed Firms/Contractor having adequate experience in carrying out the projects of similar nature for the projects titled:

1. Renovation of Apex Plaza at Gharipan Chowk Muzaffarabad AJ&K, and
2. Renovation of Al Aziz Plaza at Bypass Road Bela Noor Shah Muzaffarabad AJ&K

- 1) The Procuring Entity invites sealed bids from eligible firms or persons, Valid and Active licensed by Pakistan Engineering Council. Bidders may obtain further information from, inspect at and acquire the bidding documents from the office of the **Establishment Section, Credit Administration Division, Head Office Gojra Bypass Road Muzaffarabad AJ&K** before **04th Dec 2025** during the office hours.
- 2) A complete set of Bidding Documents may be obtained by an interested bidder's on submission of a written application to the above office and upon payment of a non-refundable fee of Rs. 2000/- of printing charges in shape of CDR/DD/Banker Cheque on the name of Bank of AJ&K for both projects up to **03rd Dec 2025** during office working hours from the office of **Establishment Section, Credit Administration Division, Head Office Gojra Bypass Road Muzaffarabad AJ&K**.
- 3) Under **Single Stage-Two Envelope** Procedure the sealed envelope containing Technical and Financial bids (Should be clearly marked as Technical and Financial bids) as per the requirement given in the bidding document and Technical and Financial bid must be submitted to the office of the Establishment Section, Credit Administration Division BAJK Head Office on or before **04th Dec 2025 up to 03:00 PM** for sr. 01 and **03:30 PM** for sr. 02 through courier or registered mail (**No bid will be received by hand**). The same will be opened at **03:30 PM** for sr. 01 and **04:00 PM** for sr.02 on the same day in the presence of bidders/representatives who choose to attend in the office of Establishment Section, Credit Administration Division, Head Office Gojra Bypass Road Muzaffarabad AJ&K.
- 4) All bids must be accompanied by a Bid Security in the shape of Call Deposit Receipt/Demand Draft/Pay Order from Bank of Azad Jammu and Kashmir or any other bank of Pakistan, an amount of **Rs. 490,036/-** for sr. 01 and **Rs. 478,648/-** for sr. 02 in the name of Bank of Azad Jammu and Kashmir.
- 5) Pre-bid meeting will be held on **26th Nov 2025 at 11:30 AM** at the committee room of Bank of Azad Jammu Kashmir Head Office Gojra Bypass Road Muzaffarabad AJ&K.
- 6) Application received after the closing date shall not be entertained for Technical and Financial evaluation.
- 7) Financial Bid must be quoted inclusive of all taxes.
- 8) Valid NTN/GST registration certificate must be provided with the Technical Bid.
- 9) The firm must apply on its own independent profile not a JV arrangement. Application proposing JV will not be accepted.

Divisional Head
Credit Administration Division
Bank of Azad Jammu & Kashmir
Head Office, Gojra Bypass Road Muzaffarabad AJ&K.
Phone No: 05822-923004-5,
Email: dh_cad@bankajk.com



TENDER DOCUMENT

Renovation of Apex Tower at Gharipan Chowk Muzaffarabad

NOTE:

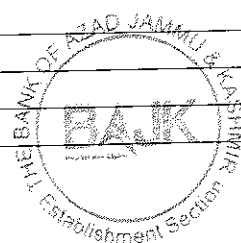
If the bidder chooses to print the bidding documents from the BAJK or AJKPPRA website, it is mandatory to attach a non-refundable payment slip of Rs. 2,000 as printing charges, in the form of a CDR, DD, or Banker's Cheque in favor of BAJK, for each project. This payment slip must be attached separately with the respective bidding documents. Bidding documents submitted without the required Rs. 2,000 printing charges shall not be considered for the tender process by BAJK.

**Bank of Azad Jammu and Kashmir, Head Office Sardar Nazir Plaza Gojra Bypass Road
Muzaffarabad AJK**



TENDER DOCUMENT- Renovation of Apex Tower at Gharipan Chowk Muzaffarabad

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'Instruction to Bidders'

This part of the RFP describes the terms and conditions for the submission of the proposal.

1. Submission of bids and all communication or enquiries about this RFP must be made in writing.
2. The interested firms are requested to submit their proposal on date and time mentioned in advertisement the technical bids would be opened on the same day.
3. Single stage two enveloped bidding process will be adopted and selection shall be based on Most Advantageous Bld. The bidder must have legal presence in Pakistan/AJK.
4. The technical proposal shall not include any financial information or technical proposal containing financial information shall be declared non-responsive.
5. An authorized representative of the firm/company shall stamp & sign the original submission letters in the required format for both the technical proposal and financial proposal and shall initial and stamp all pages of both. The authorization should be in the form of a written power of attorney attached to the technical proposal.
6. The technical proposal shall be submitted in original.
7. The original of the technical proposal shall be placed inside a sealed envelope Clearly mark '**Technical Proposal**', name of assignment, name and address of the firm/company.

Similarly, the original financial proposal shall be inside a sealed envelope clearly marked '**Financial Proposal**' followed by the name of the assignment, name and address of the firm/company, and with the warning '**Do not open with the technical proposal**'

8. The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, the name of the assignment, firm/company name and address.
9. Technical proposal will be opened on the same day after the deadline for their submission in the presence of bidders who wish to attend enveloped containing the Financial Proposal shall remain sealed and securely stored.
10. At any time before the submission deadline, the bank may amend the RFP by issuing an amendment in writing the amendment shall be sent to all companies and will be binding on them. The Companies shall acknowledge receipt of all amendments in writing.



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11. If the amendment is substantial, the bank may extend the bid submission deadline to give the company reasonable time to take an amendment into account in their proposals.
12. Financial proposals of the technically qualified firms would be opened in the presence of bidders or their representatives for which time and date shall be intimated in due course.
13. Bid security of **Rs. 490,036/-** of the total bid amount in favor of the bank should be attached with technical proposal in separate seal envelope and should be submitted to **Establishment Section, Head Office BAJK, Sardar Nazir Plaza Gojra Bypass Road Muzaffarabad.**

Confirmation to this effect to be submitted with technical proposal.
14. All prices quoted must be inclusive of all applicable taxes such as GST, income tax etc.
15. The prices quoted shall remain valid for 120 days, after the date of opening of a tender.
16. The Bank of AJK will not be responsible for any costs or expenses incurred by bidders in connection with the preparation or delivery of bids.
17. Bank AJK reserves the right to accept or reject any or all proposals as per PPRA rules.
18. All mandatory requirements mentioned at page 17 of this tender document are part of these instructions.

Divisional Head CAD
Bank of Azad Jammu and Kashmir
Head Office, Sardar Nazir Plaza, Gojra Bypass Road
Muzaffarabad AJK



DEFINITIONS

"Bid" means a tender, or an offer by a person, consultant, firm, company or an organization expressing willingness to undertake a specified task at a price, in response to an invitation by BAJK.

"Bid with Lowest Evaluated Cost" means the bid quoting lowest cost amongst all those bids evaluated to be substantially responsive;

"Bidder" means a person or entity submitting a bid;

"Bidding Documents" means all documents provided to the interested bidders to facilitate them in preparation of their bids in uniform manner;

"Bidding Process" means the procurement procedure under which sealed bids are invited, received, opened, examined and evaluated for the purpose of awarding a contract;

"Blacklisting" means barring a bidder, contractor, consultant or supplier from participating in any future procurement proceedings.

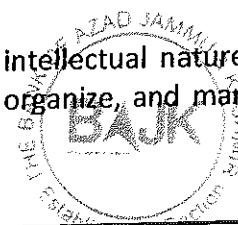
"Calendar Days" means days including all holidays;

"Conflict of Interest" means -

1. Where a contractor, supplier or consultant provides, or could provide, or could be perceived as providing biased professional advice to BAJK to obtain an undue benefit for himself or those affiliated with him.
2. Receiving or giving any remuneration directly or indirectly in connection with the assignment except as provided in the contract.
3. Any engagement in consulting or other procurement activities of a contractor, consultant or service provider that conflicts with his role or relationship with the BAJK under the contract.
4. Where an official of the BAJK engaged in the procurement process has a financial or economic interest in the outcome of the process of procurement, in a direct or an indirect manner.

"Consultant" means a professional who can study, design, organize, evaluate and manage projects or assess, evaluate and provide specialist advice or give technical assistance for making or drafting policies, institutional reforms and includes private entities, consulting firms, legal advisors, engineering firms, construction managers, management firms, procurement agents, inspection agents, auditors, international and multinational organizations, investment and merchant banks, universities, research institutions, government agencies, nongovernmental organizations, and individuals;

"Consulting Services" means services of an advisory and intellectual nature provided by consultants using their professional skills to study, design, organize, and manage projects,



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encompassing multiple activities and disciplines, including the crafting of sector policies and institutional reforms, specialist advice, legal advice and integrated solutions, change management and financial advisory services, planning and engineering studies, and architectural design services, supervision, social and environmental assessments, technical assistance, and programme implementation;

"Contract" means an agreement enforceable by law and includes General and Special Conditions, Specifications, Drawings and Bill of Quantities;

"Contractor" means a person, firm, company or organization that undertakes to execute works including services related thereto, other than consulting services, incidental to or required for the contract being undertaken for the works;

"Corrupt and Fraudulent Practices" means either one or any combination of the practices given below;

"Coercive Practice" means any impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;

"Collusive Practice" means any arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the BAJK to establish prices at artificial, noncompetitive levels for any wrongful gain;

"Corrupt Practice" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;

"Fraudulent Practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

"Obstructive Practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights provided for under the Rules.

"Emergency" means natural calamities, disasters, accidents, war and breakdown of operational equipment, plant, machinery or engineering infrastructures, which may give rise to abnormal situation requiring prompt and immediate action to limit or avoid damage to person(s), property or the environment;



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"Goods" means articles and object of every kind and description including raw materials, drugs and medicines, products, equipment, machinery, spares and commodities in any form, including solid, liquid and gaseous form, and includes services identical to installation, transport, maintenance and similar obligations related to the supply of goods, if the value of these services does not exceed the value of such goods;

"Government" means the Government of AJK;

"Head of the Department" means the administrative head of the department or the organization,

"Lowest Evaluated Bid" means a bid for goods, works and services having the lowest evaluated cost among the substantially responsive bids,

"Lowest Submitted Price" means the lowest price quoted in a bid, which is otherwise not substantially responsive;

"Mis-procurement" means public procurement in contravention of any provision of AJK Public Procurement Act, 2017, any rule, regulation, order or instruction made there under or any other law in respect thereof, or relating to, public procurement;

"Notice Inviting Tender" means the notice issued by a BAJK through publication in the newspapers or through electronic means for the purpose of inviting bids, or applications for pre-qualifications, or expression of interests, which may include Tender Notice, Invitation for Bids, Notice for Pre-qualifications or Request for Expression of Interests;

"Open Competitive Bidding" means a fair and transparent specified procedure defined under these Rules, advertised in the prescribed manner, leading to the award of a contract whereby all interested persons, firms, companies or organizations may bid for the contract and includes both National and International Competitive Biddings;

"BAJK" means the Bank of Azad Jammu and Kashmir;

"Services" means any object of procurement other than goods or works, and includes consultancy services;

"Substantially Responsive Bid" means the bid that contains no material differences or deviations from, or reservations to, the terms, conditions and specifications given in the bidding documents;

"Supplier" means a person, firm, company or an organization that undertakes to supply goods and services related thereto, other than consulting services, required for the contract;

"Value for Money" means best returns for each rupee spent in terms of quality, timeliness, reliability, after sales service, up-grade ability, price, source, and the combination of whole-life cost and quality to meet BAJK's requirements.



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1. INVITATION FOR BIDS (IFB)

Bank of AJK (BAJK) invites proposal from reputed vendors for the project of **Renovation of Apex Tower at Gharipan Chowk Muzaffarabad**. Detail of the specifications of related services to be provided are given in the scope of service in Section {3}.

Bidder will be selected under procedure described in this Tender Document (TD), in accordance with the AJK Public Procurement Rules 2017 issued thereunder ("AJKPPRA") which can be found at (www.ajkppra.gov.pk) For the purposes of this document, any reference to the term "Act" shall mean a reference to the AJK Public Procurement Act 2017 and any reference to the Rules shall mean a reference to the AJK Public Procurement Rules 2017.

This TD includes the following Sections:

- Instructions to Bidders (ITB)
- Eligibility Criteria
- Scope of Services
- Financial Proposal
- Conditions of Contract

Proposals must be submitted in drop box at the below mentioned address:

Yours Sincerely,

**DIVISIONAL HEAD
CREDIT ADMINISTRATION DIVISION
BANK OF AJK
HEAD OFFICE, SARDAR NAZIR PLAZA, GOJRA BYPASS ROAD
MUZAFFARABAD AJK**

Email: dh_cad@bankajk.com



2. INSTRUCTION TO BIDDERS (ITB)

For all legal purpose, all clauses of instructions to bidders (ITB) hoisted by AJKPPRA on their website (www.ajkppra.gov.pk) will be taken as part and parcel of this tender document and the agreement thereof. Accordingly, the bidders are advised in their own interest to go through the same meticulously as ignorance of the said ITB will not be taken as excuse to waive off any plenty or legal proceedings.

However, few important clauses of the above mentioned ITB are appended below for the guidance/perusal of the bidders.

2.1 Correspondence Address

The contact number and the correspondence address for submitting the proposals are as follow:

**DIVISIONAL HEAD
CREDIT ADMINISTRATION DIVISION
BANK OF AJK
HEAD OFFICE, SARDAR NAZIR PLAZA, GOJRA BYPASS ROAD,
MUZAFFARABAD AJK**

Email: dh_cad@bankajk.com

2.2 Eligible Bidders

All the bidders duly incorporated and based in AJK/Pakistan governed by rules, laws and statute of Government of AJK shall be eligible. [AJKPPRA Rule 17]

2.3 Corrupt Practice

1. BAJK requires that Bidders / Suppliers / Contractors, observe the highest standard of ethics during the procurement and execution of contract and refrain from undertaking or participating in any corrupt or fraudulent practices. [AJKPPRA Rule 2 (h)]
2. BAJK will reject a proposal for award, if it determines that the Bidder recommended for award was engaged in any corrupt or has been blacklisted under the AJK Public Procurement Rules 2017, in competing for the contract in question.

Any false information or misstatement on the part of the vendor will lead to disqualification/ blacklisting/ legal proceeding regardless of the price or quality of the product.



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2.4 Preparation of Bids

2.4.1 Bidding Process

This is the **Single Stage – Two Envelope Procedure**; the bid shall comprise a single package containing **TECHNICAL PROPOSAL** and **FINANCIAL PROPOSAL**. [AJKPPRA Rule 36 (b)]

2.4.2 Cost of Bidding

The bidder shall bear all costs associated with the preparation and submission of its bid and BAJK will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

2.4.3 Language of Bid

The bid prepared by the bidders as well as all correspondence and documents exchanged by the bidder and BAJK must be written in English. [AJKPPRA Rule 6 (1)]

2.4.4 Company Profile

Bidders are required to submit the Technical Proposal stating a brief description of the bidder's organization outlining their recent experience, the names of Sub-Bidder/Professional Staff who participates during the assignment, the technical approach, sample templates/prototypes of deliverables, methodology, work plan, organization and staff, including workable suggestions that could improve the quality and effectiveness of the assignment. The firm will be only technically qualified after confirmation of specifications on physical verification of asked items and satisfying of sufficient production mechanism. The date of visit for above inspection by the procurement committee of the bank will be given during process of completing eligibility criteria. After due inspection of requisite items, the bidder will be declared "Qualified" in Technical Qualification Phase.

2.4.5 Financial Proposal

The Financial Proposal shall be prepared using the standard form attached, duly signed by the authorized representative of the Bidder. It should list all costs associated with the assignment including remuneration for staff, and reimbursable expenses and such other information as may be specifically requested by BAJK. Alternatively, the bidder may provide his/her/its own list of costs with all items described in the Technical proposal priced separately.

2.4.6 Bid Currencies

For the purpose of comparison of bids quoted in different currencies, price shall be converted in PAK RUPEE (PKR). The rate of exchange shall be the selling rate prevailing seven working days before the date of opening of the bids.

2.4.7 Bid Security

The BAJK shall require the bidders to furnish the bid security @ Rs.490,036/- of Bidding Cost or Irrevocable Bank Guarantee acceptable to the bank, which shall remain valid for a period of one hundred twenty (120) days beyond the validity period for bids, in order to provide the BAJK reasonable time to act, if the security is to be called. [AJKPPRA Rule 25]

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Bid Security should be attached with Technical Proposal. Any Bid not accompanied by an acceptable Bid Security shall be rejected by the BAJK as non – responsive.

Bid security shall be released to the unsuccessful bidders once the contract will be signed with the successful bidder or the validity period has expired.

The bid security shall be forfeited:

- If a Bidder withdraws its bid during the period of its validity specified by the Bidder on the Bid Form;

2.4.8 Bid Validity

Bids shall remain valid for a period of one hundred twenty (120) days, after the date of bid opening prescribed by BAJK; [AJKPPRA Rule 26 (1)]

Whenever an extension of bid validity period is requested, a bidder shall have the right to refuse to grant such an extension and withdraw his bid and bid security shall be returned forthwith; [AJKPPRA Rule 27]

Bidders who agree to extension of the bid validity period shall also extend validity of the bid security for the agreed extended period of the bid validity. [AJKPPRA Rule 26 (4-a)]

2.5 Submission of Bids

2.5.1 Sealing and Marking of Bids

This is the **Single Stage – Two Envelope Procedure**; the bid shall comprise a single package containing **TECHNICAL PROPOSAL** and **FINANCIAL PROPOSAL**. [AJKPPRA Rule 36 (b)]

2.5.2 Response Time

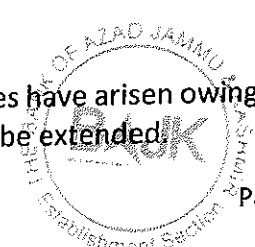
Bidders are required to submit their Bids within fifteen (15) calendar days from the date of publication of Notice Inviting Tender as per National Competitive Bidding. Bids must be received by BAJK at the address specified under ITB Section [2.1] within office hours. [AJKPPRA Rule 13]

2.5.3 Extension of Time Period for Submission of Bids

BAJK may extend the deadline for submission of bids only, if one or all of the following conditions exist;

- Fewer than three bids have been submitted and BAJK is unanimous in its view that wider competition can be ensured by extending the deadline. In such case, the bids submitted shall be returned to the Bidders un-opened; [AJKPPRA Rule 27]

- If the BAJK is convinced that such extraordinary circumstances have arisen owing to law and order situation or a natural calamity that the deadline should be extended.



2.5.4 Clarification of Bidding Documents

An interested bidder, who has obtained bidding documents, may request for clarification of contents of the bidding document in writing, and BAJK shall respond to such queries in writing within three calendar days, provided they are received at least seven (7) calendar days prior to the date of opening of bid. [AJKPPRA Rule 31]

It should be noted that any clarification to any query by a bidder shall also be communicated to all parties, who have obtained bidding documents.

2.5.5 Late Bids

Any bid received by BAJK after the deadline for submission of bids prescribed by BAJK pursuant to ITB Section [2.5.2] will be rejected and returned unopened to the Bidder. [AJKPPRA Rule 33 (1)] .The rejection of bids received after the deadline for submission shall apply regardless of any reason whatsoever for such delayed receipt.

2.5.6 Withdrawal of Bids

The Bidder may withdraw its Technical Proposal and Financial Proposal after it has been submitted by sending a written Withdrawal Notice, duly signed by the Bidder and/or by an authorized representative, and shall include a copy of the authorization. Provided that, written notice of Withdrawal, shall be received by BAJK prior to the opening of bids.

No bid shall be withdrawn in the interval between the opening of Bids and the expiration of the period of Bid validity specified in ITB section [2.4.8].

2.5.7 Cancellation of Bidding Process

1. BAJK may cancel the bidding process at any time prior to the acceptance of a bid or proposal; [AJKPPRA Rule 33]
2. BAJK shall incur no liability towards the bidders, solely by virtue of its invoking sub-rule (2.5.7 - 1);
3. Intimation of the cancellation of bidding process shall be given promptly to all bidders and bid security shall be returned along with such intimation;

2.5.8 Mechanism for Redressal of Grievances

BAJK has a Committee for Complaint Redressal to address the complaints of bidder that may occur during the procurement proceedings. [AJKPPRA Rule 48]

Any bidder being aggrieved by any act or decision of the BAJK during procurement proceedings may lodge a written complaint within seven (07) days after the decision causing the grievance has been announced.



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The complaint Redressal committee upon receiving a complaint from an aggrieved bidder may, if satisfied; [AJKPPRA Rule 48]

1. Prohibit the procurement committee from acting or deciding in a manner, inconsistent with these rules and regulations;
2. Annul in whole or in part, any unauthorized act or decision of the procurement committee; and
3. Reverse any decision of the procurement committee or substitute its own decision for such a decision;

Provided that the complaint Redressal committee shall not make any decision to award the contract.

BAJK shall announce its decision as to the grievance within seven (7) days. The decision shall be intimated to the Bidder and the Authority within three (3) working days by BAJK.

BAJK shall award the contract only after the decision of the complaint Redressal committee

Mere fact of lodging of a complaint by a bidder shall no warrant suspension of the procurement proceedings.

IMPORTANT

In addition to above it may be added that no complaint will be entertained unless it is:

1. Forwarded on company's original letter head with complete address, NTN of the company and CNIC of the complainant.
2. Incriminating evidence in respect of complaint.

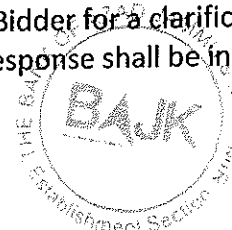
2.6 Opening and Evaluation of Bids

2.6.1 Opening of Bids by BAJK

The opening of bids shall be as per the procedure set down in Section 2.4.1 dealing with Bidding Process.

2.6.2 Clarification of Bids

No Bidder shall be allowed to alter or modify his bids after the expiry of deadline for the receipt of the bids unless, BAJK may, at its discretion, ask a Bidder for a clarification of bid for evaluation purposes. The request for clarification and the response shall be in writing and no



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change in the prices or substance of bid shall be sought, offered or permitted. [AJKPPRA Rule 31]

2.6.3 Preliminary Examination

BAJK will examine the bids to determine whether the bids are complete and the documents have been properly signed and whether the bids are generally in order.

BAJK may waive any minor informality; nonconformity or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder and further provided that such waiver will be at the complete and sole discretion of BAJK.

If a bid is not substantially responsive, it will be rejected by BAJK and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

2.6.4 Supplier Eligibility Criteria

All bids shall be evaluated in accordance with the eligibility criteria. [AJPPRA Rule 17]) BAJK will evaluate the bids, which have been determined to be substantially responsive and reject any proposal which does not confirm to the specified requirements.

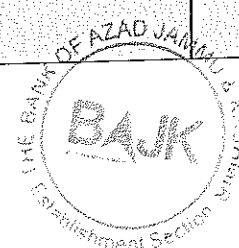


TENDER DOCUMENT- Renovation of Apex Tower at Gharipan Chowk Muzaffarabad

2.6.5 Eligibility Criteria

BAJK shall evaluate proposals using the following eligibility criteria.

SR#	Description	Points Criteria/Marks Distribution			Marks Obtained
		Company	Partnership	Sole Proprietorship	
1	Firms Status	15	10	7	
		5 Projects	3-4 Projects	1-2 Projects	
2	Construction/Renovation Experience with Banks in Similar Nature. (Completion certificate must be attached)	15	13	7	
		5 Projects	3-4 Projects	1-2 Projects	
3	Construction/Renovation Project in Similar nature with banks in hand from last one year. (Work order must be attached)	10	5	3	
		5 Projects	3-4 Projects	1-2 Projects	
4	Construction/Renovation Experience with any other Departments in Similar Nature. (Completion certificate must be attached)	8	7	3	
		5 Projects	3-4 Projects	1-2 Projects	
5	Construction/Renovation Project in Similar nature with any other Departments in hand from last one year. (Work order must be attached)	8	7	4	
		3 Projects	2 Projects	1 Projects	
6	Experience in Construction/Renovation with Bank of Azad Jammu & Kashmir.	14	7	4	
		05 projects & Above	2-4 Projects	1 Project	
7	Technical Skills	10	10	7	
		PEC-Engineers 2Nos	DAE Engineers 2Nos	Skilled labor 5 Nos	
8	Average Yearly Turn over in last 3 years	10	7	5	
		7M & Above	5M & Above	3M & Above	
9	Number of offices in Cities AJK	10	7	4	
		3 and above	2 and above	1 office	
Total Marks					



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Financial Evaluation Criteria

Minimum **70% marks** are compulsory for bidders to qualify the technical evaluation criteria and be eligible for financial evaluation. Financial bid that is most advantageous will only be considered successful bid.

ELIGIBILITY CRITERIA NOTE

1. There can be subsequent clarification to this specific tender for which it is advised to keep yourself abreast with the notification being hoisted on BAJK & AJ&K PPRA websites regularly.
2. Acquiring of 70% marks of the total score will make the Bidder qualify for participating into ultimate phase of Inspection/Financial Bid opening.
3. Attachment of relevant evidence in eligibility criteria is mandatory. In case of non-provision of evidence in any of the requisite, no marks will be awarded.

MANDATORY

1. Firm/company having valid NTN/GST/Registration with Govt. of AJK and/or Pakistan.
2. Attachment of Affidavit (specimen attached as Annexure "I") on Rs. 100/- stamp paper duly attested by an oath commissioner to the effect that the contractor/firm/company is neither blacklisted with the Bank of AJK or any other govt. department.
3. Attachment of Annexure "A" (With Financial Proposal) & Annexure "B" (With Financial Proposal if Bank Guarantee is going to be submitted as Bid Security).
4. Writing of tender reference as given in the NIT on the Envelop, carrying tender document is must or the bank will not be responsible if the documents are not received by the Procurement Committee at the time of opening of bids.
5. The bidders are required to submit bids only in prescribed financial Performa given in Tender Document.
6. The representative present at the time of opening of tender shall be in possession of authority letter on the company's letter head, duly signed by the CEO of the company.
7. Valid and updated registration with Pakistan Engineering Council (PEC).
8. Bid Security should be attached with Technical Proposal.
9. Covering letter on contractor/firm letter head, address to the Divisional Head CAD, Bank of AJK (to be printed on company letter head, dated and stamped) attached.



DISQUALIFICATION

The bidder will be considered disqualified prior to/during technical/financial evaluation process or after award of contract if:

1. Issued with two (2) warning letters/emails by the Bank of AJK in the past to the bidder for unsatisfactory performances.
2. Alternate bid is offered.
3. **Subletting of Contract**. The qualified bidder sublets the contract in any form/stage to any other agency.
4. **Verification from Client**. During verification process of the client list the response by any of the bank is unsatisfactory on account of previous performance.
5. **Premature Termination**. In the past, if the company agreement has been prematurely been terminated after due qualification in any of the category of the tender.

2.6.6 Clarifications Prior to Evaluation

If required, prior evaluation the bid, BAJK may, within 6-7 days of the receipt of the bid, call upon any of the bidders to seek any clarification.

2.7 Award of Contract

2.7.1 Award Criteria

Subject to ITB Section [2.7.2], BAJK will award the contract to the successful Bidder, whose bid has been determined to be substantially responsive and has been determined to be the most advantageous bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

2.7.2 BAJK's Right to Accept Any Bid and to reject any or all Bids

BAJK may annul the bidding process and reject all Bids at any time prior to contract award, without thereby incurring any liability to the Bidder(s).

2.7.3 Notification of Award

Prior to the expiration of the period of bid validity, BAJK will notify the successful Bidder in writing by letter or by facsimile, to be confirmed in writing by letter, that his/her bid has been accepted.

The notification of award will constitute the formation of the Contract.



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Upon the successful Bidder's furnishing of the Performance Security pursuant to Section [2.7.5], BAJK will promptly notify each unsuccessful Bidder and will discharge his/her bid security, pursuant to ITB Section [2.4.7].

2.7.4 Signing of Contract

Within 10 Days from the date of notification of award, the successful bidder shall furnish to BAJK particulars of the person who would sign the contract on behalf of the successful bidder along with an original power of attorney executed in favor of such person.

The Contract shall be signed by the parties at Head Office BAJK, Muzaffarabad, within 07 Days of letter of acceptance date and furnishing the requisite performance security.

2.7.5 Performance Security

Within 7 DAYS of receipt of the *Letter of Acceptance* from BAJK, the successful Bidder shall furnish to BAJK the Performance Security equals to 05% of contract price which shall be valid for at least sixty (60) days beyond the date of completion of contract to cover defects liability period. The Performance Security shall be in the form of a pay order or demand draft or bank guarantee issued by a reputable commercial bank, acceptable to BAJK, located in AJK/Pakistan. [AJKPPRA Rule 39]

Failure of the successful Bidder to comply with the requirement of ITB Section [2.7.5] shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event BAJK may make the award to the next lowest evaluated Bidder or call for new bids.

The Performance Security forms at Annexure "C" shall not be completed by the bidders at the time of their bid submission. Only the successful Bidder will be required to provide Performance Security.

The Performance Security will be discharged by BAJK and returned to the Company after completion of validity period.

2.7.6 Conditions of Contract

For detailed Special Condition of Contract refer to Section [5] of this TD.

2.7.7 Integrity Pact

The successful bidder shall upon the award of the contract execute an integrity pact with the BAJK (specimen is attached in annexure 'D')

2.7.8 Non-Disclosure Agreement

The successful bidder shall upon the award of the contract execute a non-disclosure agreement with the BAJK (specimen is attached in annexure 'F')

2.7.9 Mode of Payment

1. No advance payment will be made.
2. Interim Payment will be made on receiving original invoice from the contractor to the Resident Engineer and confirmation of work by the Resident Engineer of the bank.

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3. 05% of the total project amount will be retained by the Bank as "Retention Money" which will be released after 60 days of completion of the project along with receipt of satisfactory letter from the Resident Engineer of the bank.



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3. Scope of Services

Bank of AJK (BAJK) invites proposal from reputed vendors for **Renovation of Apex Tower at Gharipan Chowk Muzaffarabad.**

The complete set of tender consists of following:

1. Bank's Tender Documents
2. Drawings
3. Detail of specifications of items, mentioned in BOQ.

After thorough visit of desired premises, the contractor will submit per square feet rate/item rate/labour rate of said work, complete in all respect, as per given tender, layout plan, specification and brand / make.

The salient works which are the part of requirement will be as under;

All execution of job will be according to BOQ of the same is attached.



4. Financial Proposal

1. In case of over writing/cutting/use of Blanco is found in the Financial Bid document, the bid will be taken as null & void however if the figures are readable and are also duly signed only then, bid will be accepted.
2. The project has to be completed within 90 days after issuance of the work order. In case of delay, a penalty @0.1% of total contract amount for each day of delay will be imposed.
3. The cost must include all applicable taxes, stamp duty (as applicable under Stamp Act 1989) duly stamped on the contract agreement, installation, commissioning, transportation and labor charges.
4. No advance payment; bills are only processed for necessary payment on receipt of certificate of delivery/satisfaction from the Resident Engineer.
5. **Bid security: Rs.490,036/-** of the Total Amount will be submitted with the tender document as bid security in shape of Pay Order/Demand Draft /Bank Guarantee in favor of Bank of AJK.
6. The successful bidder will be the one whose total sum of cost is the most advantageous. As it is package tender, so no partial lowest cost will be considered for award of any work.
7. The tender will be considered cancelled if the contract agreement/performance security after due signature are not submitted with Establishment Section Credit Administration Division after 07 days of issuance of LOA.
8. In case financial bids are the same, the successful bidder will be the one who has acquired more marks in the technical evaluation.
9. Qualified company will also be bound to sign a bond/undertaking that in case of any observation arising in respect of quality of the items within the period, the bidder/contractor will be liable to address it at his own cost, non-compliance of the same will result into initiation of a case against the bidder/contractor for non-commitment.
10. All terms & conditions of the Contract Agreement (Annexure "G") are part of tender document.
11. Deviation from the specs of the BOQ will also be taken as penalty, where the contractor will be asked to provide the material or supplies as per the BOQ specification. If the same is not followed within given time, the amount equivalent to the cost of the job will be deducted from the final payment of the contractor and the job will be performed by the banks own resources, here contractor will also be liable to penalty of 05 marks in marking performa in each deviation committed.
12. The tender will stand cancelled if any of the given condition of the tender is not met in strictly as per the requisite of the tender document.



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13. The tender will stand cancelled if any of the given condition of the tender is not met in strictly as per the requisite of the tender document.

We, hereby accept all the terms and conditions as given above.

(Signature of bidder with name, Designation and Company Seal)

Dated: _____



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**RENOVATION WORK OF APEX TOWER LOCATED AT GHARIPAN CHOKE MUZAFFARABAD
AZAD JAMMU & KASHMIR.**

BILL OF QUANTITY.

CIVIL WORK

S.No	Description	Unit	Quantity	Rates	Amount	Remarks
1	Providing & Erection of Ash white Tiles in Kitchen & Bathrooms on floor & Walls with PCC (1:6), Bonds including All types of relevant material, Complete job.	Sft	700			Complete Job.
2	Providing & Fixing of Ash white False Ceiling panels (2' X 2') including All types of relevant material, Complete job.	Sft	5840			Complete Job.
3	Dismantling, Carriage & Disposal of 4" thick Block masonry walls from existing bathroom Vendor PMO office.	Cft	42			Complete Job.
4	Construction of bathrooms (2 No's), Kitchen & Store {6" thick Block masonry wall with cement sand mortar ratio (1:6) and plaster both sides Ratio (1:4)} including all relevant material i.e Doors & Windows GI frames etc. Complete job.	Cft	360			Construction of Block masonry wall 6"x 8"x 12" with mortar (1:6) and Plaster with ratio (1:4) both sides of wall & labor charges Complete Job.
5	RCC in Beam, Column & other structural members, insitu cement sand mortar ratio (1:2:4). Erection and removal of form work with plywood sheet for smooth finishing.	Cft	90			Column, Beam & floor concrete were needed as bathroom floor etc. Complete Job.
6	Supply and fabricate M.S reinforcement for cement concrete (Hot role deformed bars Grade 40 & 6) complete in all aspect.	Ton	0.8			Rate is including Cutting and Carriage with labor charges.



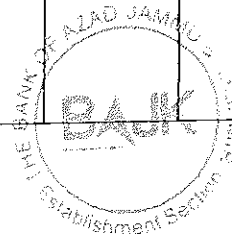
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7	Providing and implementation of Plastic Emulsion Paint with (ICI, Berger, Nippon or any other equivalent) approved shade (ASH WHITE) two coats over primer applied over putty filled surface prepared with sand papering including the cost of one priming coat complete over plastered surface on wall at any height from floor etc.	Sft	3240		Complete Job
8	Providing & Complete fitting of water supply & Sewerage lines in constructed Bathroom & Kitchen with Accessories fitting Approved by the Resident Engineer.	Sft	300		Complete Job
9	Providing of Window roller blinds 100 % opaque with wooden box/frame.	Sft	960		Complete Job
10	Providing and fixing 12mm Clear Glass wall & Door with Top and Bottom Aluminum D48 section including wooden beam price up to ceiling, frost paper, Handles, Motor, door closer, rubber, fitting etc. complete job.	Sft	1248		Complete Job.

Total Cost of Civil Work.

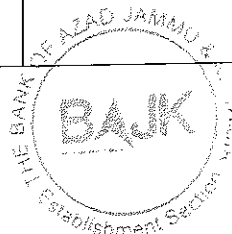
ELECTRIC & NETWORKING WORK.

S.No	Description	Unit	Quantity	Rates	Amount	Remarks
1	Providing and Erection of Electric Work i.e Switch sheets 8x4 (22 No) & 2x2 (16 No), Light plug double sheet (56 NO), simple light plug (40 NO), Power plug (40 No), Power switch (25 No), lights {6" dia (380 No) & 2'x2' (24)}, Breakers & Protective devices like MCCB 100 AMP (1No), 40 Amp (28 No), 20 Amp (45 No), Voltage protective Devices (8 No), Earth leakages breakers (8 No), Auto Change over Switches (1 No), Electric cables approved brand (PAK Cable/ Fast Cable/New Age Cable or equivalent) of 50 mm 4 Core (50 Meters), wire 7/29 (28 Rolls), 3/29 (30 Rolls) red & Black, wire 1.5 mm solid (8 Rolls). PVC Pipes & Boards (Clipsal & Schneider), pipe 3/4"(150 No Length), Bands (100 No's), Sockets (80 No), PVC boards 3x6 (80 No), 3x3 (100 No). Lightning Protection system and including all types relevant hard were material.	Sft	5840			Complete job.



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2	Providing & Erection of Networking, Security & Telephonic system i.e. Dahua 16 channel NVR full HD IP camera recorder (for 16 IP Camera, 1 No), Dahua 2 Megapixel color night vision out door IP camera (16 NOs), HDD 4TB for CCTV system (2NOs), Dahua Network cable rolls (305 meter each roll, 1 No), POE Tenda switch 8 port (2NOs), and other relevant material. Dahua Network Cable roll 6 No's (305 m each roll) as per actual, Faceplate for network & telephones 60 No's, I/O Keystone RJ 45 network AMP 60 No's, I/O Keystone RJ 11 network AMP 60 No's, 22U free standing Rack (1No), CAT 6 UTP 24 port loaded patch panel 3 No's, Rack mount 8 outlet overload protector power distribution unit 2 No's, TP link TL-SG3452P Jet stream 52-Port gigabit L2+ managed switch with 48-Port PoE, Installation charge connecting, clipping, networking & communication each line 120 No's, CAT 6 network cable box (305M) double jacket .50As per actual for phone exchange 2No, Network & Telephone exchange installation other materials like PVC pipes, Plaster & Block Cutting for concealed fitting & other relevant materials complete Job.	Sft	5840	Complete Job.
3	Providing & Erection of Sign boards 70' x 2.5' Complete Job.	Job	1	Complete Job.
4	Providing & Erection of Air Conditioner 1.5 Ton DC Inverter Heat and Cool Complete Job.	No	12	Complete Job.
5	Midea 4 Ton Floor Standing Air Conditioner MFM-48HRDN1 DC Inverter Heat and Cool.	No	4	Complete Job.
6	Providing & Erection of Electric Geyser Complete Job.	No	4	Complete Job.
7	Providing & Erection of Ceiling Fans 2' x 2' Complete Job.	No	24	Complete job.
8	Providing & Erection of Ceiling Exhaust Fans in Floors Complete Job.	No	15	Complete job.
Total Cost of Electric Work.				
Project Total Cost including all Applicable Taxes.				



5 Conditions of Contract

5.1 General conditions of Contract

The complete general conditions of the contract are applicable

5.2 Special conditions of contract

The following Special Conditions of Contract shall supplement/alter the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract.

5.2.1 Definitions

In this contract, the following terms shall be interpreted as indicated:

'Applicable Law' means the AJK Public Procurement Act 2017 and the AJK Public Procurement Rules 2017.

"Procuring Agency" or **"PA"** means BAJK.

"Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1 that is General Conditions (GC), and the Special Conditions (SC).

"Contract Price" means the price to be paid for the performance of the Services.

"Effective Date" means the date on which this Contract comes into force.

"GC" mean these General Conditions of Contract.

"Government" means the Government of AJK.

"Currency" means Pak Rupees.

"Member" means any of the entities that make up the joint venture/consortium/association, and **"Members"** means all these entities.

"Party" means the PA or the Contractor, as the case may be, and **"Parties"** means both of them.

"Personnel" means persons hired by the Contractor or by any Sub- Contractors and assigned to the performance of the Services or any part thereof.

"SC" means the Special Conditions of Contract by which the GC may be amended or supplemented.

"Services" means the services to be performed by the Contractor pursuant to this Contract, as described in the scope of services.



"In writing" means communicated in written form with proof of receipt.

5.2.2 Law Governing Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the laws of the Azad Jammu and Kashmir.

5.2.3 Notice

1. Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC.
2. A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

5.2.4 Authorized Representative

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the BAJK or the Supplier may be taken or executed by the officials.

5.2.5 Taxes and Duties

The Supplier, Sub-Suppliers, and their Personnel shall pay such direct or indirect taxes, duties, fees, and other impositions levied under the Applicable Law as specified in the SC, the amount of which is deemed to have been included in the Contract Price.

5.2.6 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both Parties. The date the Contract comes into effect is defined as the Effective Date.

5.2.7 Expiration of Contract

Unless terminated earlier pursuant to Clause GC 5.1.17 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.

5.2.8 Modifications or Variations

Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

5.2.9 Force Majeure

The failure on the part of the parties to perform their obligation under the contract will not be considered a default if such failure is the result of natural calamities, disasters and circumstances beyond the control of the parties.



5.2.9.1 No Breach of Contract

The failure of a Party to fulfil any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the Occurrence of such an event.

5.2.9.2 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

5.2.10 Termination

5.2.10.1 Termination by BAJK

The BAJK may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause GC 5.2.10.1. In such an occurrence the BAJK shall give a not less than thirty (30) days' written notice of termination to the Supplier, and sixty (60) days' in the case of the event referred to in (e).

- a) If the Supplier does not remedy the failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the BAJK may have subsequently approved in writing;
- b) If the Supplier becomes insolvent or bankrupt;
- c) If the Supplier, in the judgment of the BAJK has engaged incorrupt or fraudulent practices in competing for or in executing the Contract;
- d) If, as the result of Force Majeure, the Supplier(s) are unable to perform a material portion of the Services for a period of not less than sixty (60) days; and
- e) If the BAJK, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

5.2.10.2 Termination by the Supplier

The Suppliers may terminate this Contract, by not less than thirty (30) days written notice to the BAJK, such notice to be given after the occurrence of any of the events specified in paragraphs (a) to (b) of this Clause GC 5.2.10.2

- a) If the BAJK fails to pay any money due to the Supplier pursuant to this Contract without Suppliers fault.
- b) If, as the result of Force Majeure, the Supplier is unable to perform a material portion of the Services for a period of not less than sixty (60) days.



5.2.10.3 Payment upon Termination

Upon termination of this Contract pursuant to Clauses GC 5.2.10.1 or GC 5.2.10.2, the BAJK shall make the following payments to the Supplier:

- a) Payment for Services satisfactorily performed prior to the effective date of termination;
- b) except in the case of termination pursuant to paragraphs (a) through (e), of Clause GC 5.2.10.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

5.2.11 Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

5.2.12 Settlement of Disputes

5.2.12.1 Amicable Settlement

The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

5.2.12.2 Arbitration

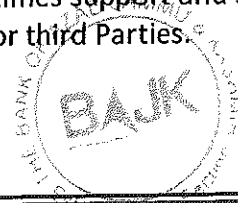
If the BAJK and the Supplier fail to amicably settle any dispute arising out of or in connection with the Contract within ten (10) days of commencement of such informal negotiations, the dispute shall be referred to arbitration of two arbitrators, one to be appointed by each party, in accordance with the Arbitration Act, 1920. Venue of arbitration shall be Muzaffarabad, AJK and proceedings of arbitration shall be conducted in English.

5.2.13 Data Ownership

The data in the implemented Computer System shall at all times remain the exclusive property of BAJK. The Supplier is hereby required to transfer all necessary passwords, access codes or other information required for full access to the data to BAJK upon successful commissioning of the Computer System and should not be available to any other party including the employees of the supplier.

5.2.14 Obligations of the Bidder

The bidder shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The bidder shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the BAJK, and shall at all times support and safeguard the BAJK legitimate interests in any dealings with Sub-Suppliers or third Parties.



5.2.14.1 Conflict of Interest

The Supplier shall hold the BAJK's interest's paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

5.2.14.2 Confidentiality

Except with the prior written consent of the BAJK, the Supplier and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Supplier and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

5.2.15 Performance Security

The amount of performance security shall be five (5 %) percent of the Contract Price

2.7.16 Payment

The payment to be made to the bidder under this contract shall be made in accordance with the payment schedule as shall be agreed between BAJK and the bidder. Payment schedule is mentioned in section 2.7.9 of this TD.

5.2.17 Price

Schedule of prices shall be as fixed in the Contract.



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Annexure "A"

BID FORM

Dated: _____

To,
Divisional Head CAD
Bank of AJK
Head Office, Sardar Nazir Plaza, Gojra Bypass Road,
Muzaffarabad, AJK
Email: dh_cad@bankajk.com

Having examined the bidding documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer, in conformity with the said bidding documents for the sum of currency _____ [total bid amount in words and figures].

We undertake, if our Bid is accepted, [to provide work/related service], that will be in accordance with the terms defined in the proposal and /or contract.

If our Bid is accepted, we will obtain the Bank Guarantee in a sum equivalent to five percent (5%) of the Contract Price for the due performance of the Contract, in the form prescribed by BAJK.

We agree to abide by this Bid for a period of one hundred twenty (120) days from the date fixed for Bid Opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid and to contract execution if we are awarded the contract, are listed below:

Name & Address of Agent

Amount and Currency

(If none, state none)

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this _____ day of _____ 2025.



TENDER DOCUMENT- Renovation of Apex Tower at Gharipan Chowk Muzaffarabad

[Signature]

[In the Capacity of]

Duly authorized to sign Bid for and on behalf of _____



BID SECURITY FORM

Whereas [name of the Bidder] has submitted its bid dated [date of submission of bid] for:

KNOW ALL PEOPLE by these presents that WE [name of bank] of [name of country], having our registered office at *address of bank+ (hereinafter called "the Bank"), are bound unto BAJK (hereinafter called "the Purchaser") in the sum of for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 2025.

THE CONDITIONS are:

1. If the Bidder withdraw its Bid during the period of bid validity specified by the Bidder on the Bid Form;
2. If the Bidder, having been notified of the acceptance of its Bid by the BAJK during the period of bid validity:
 - a. fails or refuses to execute the Contract, if required; or
 - b. fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders;

We undertake to pay to the Purchaser up to the above amount upon receipt of its written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including twenty eight (28) days after the period of bid validity and any demand in respect thereof shall reach the Bank not later than the above date.

[Signature and Seal of the Bank]



PERFORMANCE SECURITY FORM

To,
Divisional Head CAD
Bank of AJK
Head Office, Sardar Nazir Plaza, Gojra Bypass Road,
Muzaffarabad, AJK
Email: dh_cad@bankajk.com

WHEREAS *name of Contractor + (hereinafter called "Supplier" or "Contractor") has undertaken, in pursuance of Contract No. _____ [reference number of the contract] dated _____ 2025 to _____ *details of task to be inserted here+ (hereinafter called "the Contract").

AND WHEREAS we have agreed to give the Supplier / Contractor guarantee as required pursuant to the budding document and the contract:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier / Contractor, up to a total of [amount of the guarantee in words and figures], and we undertake to pay you, upon your first written demand declaring the Supplier / Contractor to be in default under the Contract and without cavil or argument, any sum or sums within the limits of [amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____ 2025

Signature and Seal of the Guarantors

Name of Bank

Address

Date



INTEGRITY PACT

Declaration of Fees, Commissions and Brokerage etc. Payable by the Supplier of Services Pursuant To AJK Public Procurement Rules Act, 2017

_____ [the Contractor] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of AJK (GoAJK) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoAJK) through any corrupt business practice.

Without limiting the generality of the foregoing, [the Contractor] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside AJK/Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, Contractor, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoAJK, except that which has been expressly declared pursuant hereto.

[The Contractor] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoAJK and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty. [The Contractor] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GoAJK under any law, contract or other instrument, be voidable at the option of GoAJK.

Notwithstanding any rights and remedies exercised by GoAJK in this regard, [the Contractor] agrees to indemnify GoAJK for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoAJK in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by *the Contractor + as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoAJK.

For and on Behalf of:

Signature: _____

Name: _____

CNIC: _____



Annexure "E"

11. SCHEDULE OF OPENING & SUBMISSION OF BID

For details refer to notification hoisted on BAJK website (www.bankajk.com) and AJK PPRA website (www.ajkppra.gov.pk) on the subject matter.



FORM OF CONTRACT

This Mutual Non-Disclosure Agreement ("Agreement") is made and entered into between Bank of AJK, and * Contractor Name+, individually referred to as a 'Party' and collectively referred to as the 'Parties'. The Parties wish to exchange Confidential Information (as defined below in Section 2) for the following purpose(s):

- a. To evaluate whether to enter into a contemplated business transaction; and
- b. If the Parties enter into an agreement related to such business transaction, to fulfil each Party's confidentiality obligations to the extent the terms set forth below are incorporated therein (the "Purpose").

The Parties have entered into this Agreement to protect the confidentiality of information in accordance with the following terms:

1. The Effective Date of this Agreement is _____ 2025.
2. In connection with the Purpose, a Party may disclose certain information it considers confidential and/or proprietary ("Confidential Information") to the other Party including, but not limited to, tangible, intangible, visual, electronic, present, or future information such as:
 - Trade secrets;
 - Financial information, including pricing;
 - Technical information, including research, development, procedures, algorithms, data, designs, and know-how;
 - Business information, including operations, planning, marketing interests, and products;
 - The terms of any agreement entered into between the Parties and the discussions, negotiations and proposals related thereto; and
 - Information acquired during any facilities tours.
3. The Party receiving Confidential Information (a "Recipient") will only have a duty to protect Confidential Information disclosed to it by the other Party ("Discloser"):
 - If it is clearly and conspicuously marked as "confidential" or with a similar designation;
 - If it is identified by the Discloser as confidential and/or proprietary before, during, or promptly after Presentation or communication; or



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- If it is disclosed in a manner in which the Discloser reasonably communicated, or the Recipient should reasonably have understood under the circumstances, including without limitation those described in Section 2 above, that the disclosure should be treated as confidential, whether or not the specific designation "confidential" or any similar designation is used.

4. A Recipient will use the Confidential Information only for the Purpose described above. A Recipient will use the same degree of care, but no less than a reasonable degree of care, as the Recipient uses with respect to its own information of a similar nature to protect the Confidential Information and to prevent:

- Any use of Confidential Information in violation of this agreement; and/or

- Communication of Confidential Information to any unauthorized third parties. Confidential Information may only be disseminated to employees, directors, agents or third party contractors of Recipient with a need to know and who have first signed an agreement with either of the Parties containing confidentiality provisions substantially similar to those set forth herein.

5. Each Party agrees that it shall not do the following, except with the advanced review and written approval of the other Party:

- Issue or release any articles, advertising, publicity or other matter relating to this Agreement (including the fact that a meeting or discussion has taken place between the Parties) or mentioning or implying the name of the other Party; or

- Make copies of documents containing Confidential Information.

6. This Agreement imposes no obligation upon a Recipient with respect to Confidential Information that:

- Was known to the Recipient before receipt from the Discloser;

- Is or becomes publicly available through no fault of the Recipient;

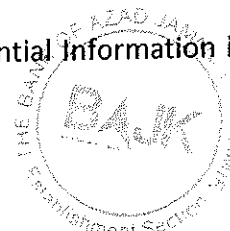
- Is independently developed by the Recipient without a breach of this Agreement;

- Is disclosed by the Recipient with the Discloser's prior written approval; or

- Is required to be disclosed by operation of law, court order or other governmental demand ("Process"); provided that

I. The Recipient shall immediately notify the Discloser of such Process; and

II. The Recipient shall not produce or disclose Confidential Information in response to the Process unless the Discloser has:



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- Requested protection from the legal or governmental authority requiring the Process and such request has been denied,
- Consented in writing to the production or disclosure of the Confidential Information in response to the Process, or
- Taken no action to protect its interest in the Confidential Information within 14 business days after receipt of notice from the Recipient of its obligation to produce or disclose Confidential Information in response to the Process.

- 7 EACH DISCLOSER WARRANTS THAT IT HAS THE RIGHT TO DISCLOSE ITS CONFIDENTIAL INFORMATION. NO OTHER WARRANTIES ARE MADE. ALL CONFIDENTIAL INFORMATION DISCLOSED HEREUNDER IS PROVIDED "AS IS".
- 8 Unless the Parties otherwise agree in writing, a Recipient's duty to protect Confidential Information expires *YEARS+ from the date of disclosure. A Recipient, upon Discloser's written request, will promptly return all Confidential Information received from the Discloser, together with all copies, or certify in writing that all such Confidential Information and copies thereof have been destroyed. Regardless of whether the Confidential Information is returned or destroyed, the Recipient may retain an archival copy of the Discloser's Confidential Information in the possession of outside counsel of its own choosing for use solely in the event a dispute arises hereunder and only in connection with such dispute.
- 9 This Agreement imposes no obligation on a Party to exchange Confidential Information, proceed with any business opportunity, or purchase, sell, license and transfer or otherwise make use of any technology, services or products.
- 10 Each Party acknowledges that damages for improper disclosure of Confidential Information may be irreparable; therefore, the injured Party is entitled to seek equitable relief, including injunction and preliminary injunction, in addition to all other remedies available to it.
- 11 This Agreement does not create any agency or partnership relationship. This Agreement will not be assignable or transferable by Participant without the prior written consent of the other party.
- 12 This Agreement may be executed in two or more identical counterparts, each of which shall be deemed to be an original including original signature versions and any version transmitted via facsimile and all of which taken together shall be deemed to constitute the agreement when a duly authorized representative of each party has signed the counterpart.



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13 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes any prior oral or written agreements, and all contemporaneous oral communications. All additions or modifications to this Agreement must be made in writing and must be signed by the Parties. Any failure to enforce a provision of this Agreement shall not constitute a waiver thereof or of any other provision.

**Bank of AJK
Registered Address:**

Name: _____

Signature: _____

Title: _____

Date: _____

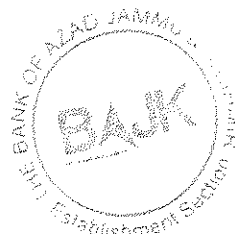
**Company Name:
Registered Address:**

Name: _____

Signature: _____

Title: _____

Date: _____



12. CONTRACT AGREEMENT

THIS AGREEMENT is entered into at Muzaffarabad
On this the ____ day of _____, 2025

BETWEEN

M/S. _____, having its principal place of business
at _____

_____, (hereinafter referred to as "contractor",
which

expression shall be deemed to mean and include its successors-in-interest and assigns) of the
First Part;

AND

BANK of AJK, a banking company incorporated under the laws of AJK and having its Head
office at Chatter, Muzaffarabad Azad Kashmir. (Hereinafter referred to as "THE BANK", which
expression shall be deemed to mean and include its successors-in-interest and assigns) of the
Second Part.

WHEREAS:

"THE BANK" intends to acquire the services of "Contractor" for Renovation of Apex Tower at
Gharipan Chowk Muzaffarabad and Contractor agrees to provide the following services to the
bank, as per tender opening date _____, along with Price Schedule
mentioned in Financial Proposal which is attached herewith and marked as Annexure-A:

The terms and conditions are as follows:

Terms & Conditions:

- All terms and conditions of the tender document will remain part of this agreement.
- The Contractor shall complete the project with all respect within the stipulated time period
from the date of issuance of work order.
- The project has to be completed within 90 days after issuance of the work order. In case of
delay, a penalty @0.1% of total contract amount for each day of delay will be imposed.
- In the event of the default on the part of the Contractor, in the performance of any condition
of the contract/tender or delay in completion of the project even after the stipulated time
period i.e. 90 days, it shall be lawful for the Bank to forfeit the performance security and or



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cancel the contract. Decision of the Bank will be final and will be legal binding on the Contractor.

- The Contractor also undertakes to bear all kind of taxes i.e. Stamp duty/ Services Charges/Professional Tax / Sales Tax Invoice, Income Tax, Zila / Octroi Tax (if any) and all other incidental charges etc., up to the place of destination.

- The Bank reserves the right to test/check the goods to ensure that it is provided as per specification in the tender document. For any discrepancies, at the time of supply or later, the Bank reserve the right to forfeit full performance security and cancel the tender and initiate the process for blacklisting of the Contractor. The decision of the Bank shall be final and binding upon the Contractor.

- The cost must include all taxes, fixing, and labor including delivery charges.

- Contractor binds/undertakes that in case of any observation arising in respect of quality/performance of the goods within the warranty period, the supplier will be liable to address it at his own cost within 24 hours. Non-compliance of the same will result into initiation of a case against the company for non-commitment and forfeiting of performance security or any other action as deemed necessary.

- Any notice, request or consent required or permitted to be given or made pursuant to this agreement shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the given address.

- A party may change its address for notice by giving a notice to the other Party in writing of such change.

Performance Guarantee:

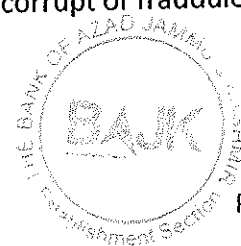
05% of the total tender amount will be retained by the Bank as "Performance Security" and will be returned to the Contractor after 60 days of completion of project, to cover the defects liability period.

Authorized Representative:

- Any action required or permitted to be taken, and any document required or permitted to be executed under this agreement by the Bank or the Contractor may be taken or executed by the officials.

Termination of Agreement by the Bank:

- If the Contractor, in the judgment of the Bank has engaged in corrupt or fraudulent practices in competing for or in executing the Agreement.



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- If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than thirty (30) days; and
- If the Bank, in its sole discretion and for any reason whatsoever, decided to terminate this Agreement.
- If two (2) unsatisfactory letters/emails are issued by the Bank for unsatisfactory performance by the supplier.

Good Faith:

- The Parties undertake to act in good faith with respect to each other's rights under this agreement and to adopt all reasonable measures to ensure the realization of the objectives of this agreement.

Settlement of Disputes:

- The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Agreement and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with the Agreement or its interpretation.
- If Parties fail to amicably settle any dispute arising out of or in connection with the Agreement within (10) days of commencement of such informal negotiations, the dispute shall be referred to arbitration of two arbitrators, one to be appointed by each party, in accordance with the Arbitration Act, 1940. Venue of arbitration shall be Muzaffarabad, AJK and proceedings of arbitration shall be conducted in English.

Conflict of Interest:

- The Contractor shall hold the Bank's interest's paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

In witnesses hereunder both the parties have set their hands on the day and year above first mentioned:

Supplier Signature: _____

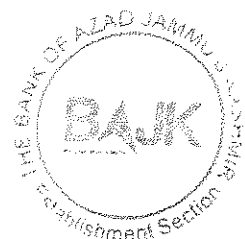
Name: _____

Designation: _____

Witness Signature:

Name:

Designation:



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Company Name: _____

Address:

Address: _____

Stamp: _____

Supplier Signature: _____

Witness Signature:

Name: _____

Name:

Designation: _____

Designation:

Company Name: _____

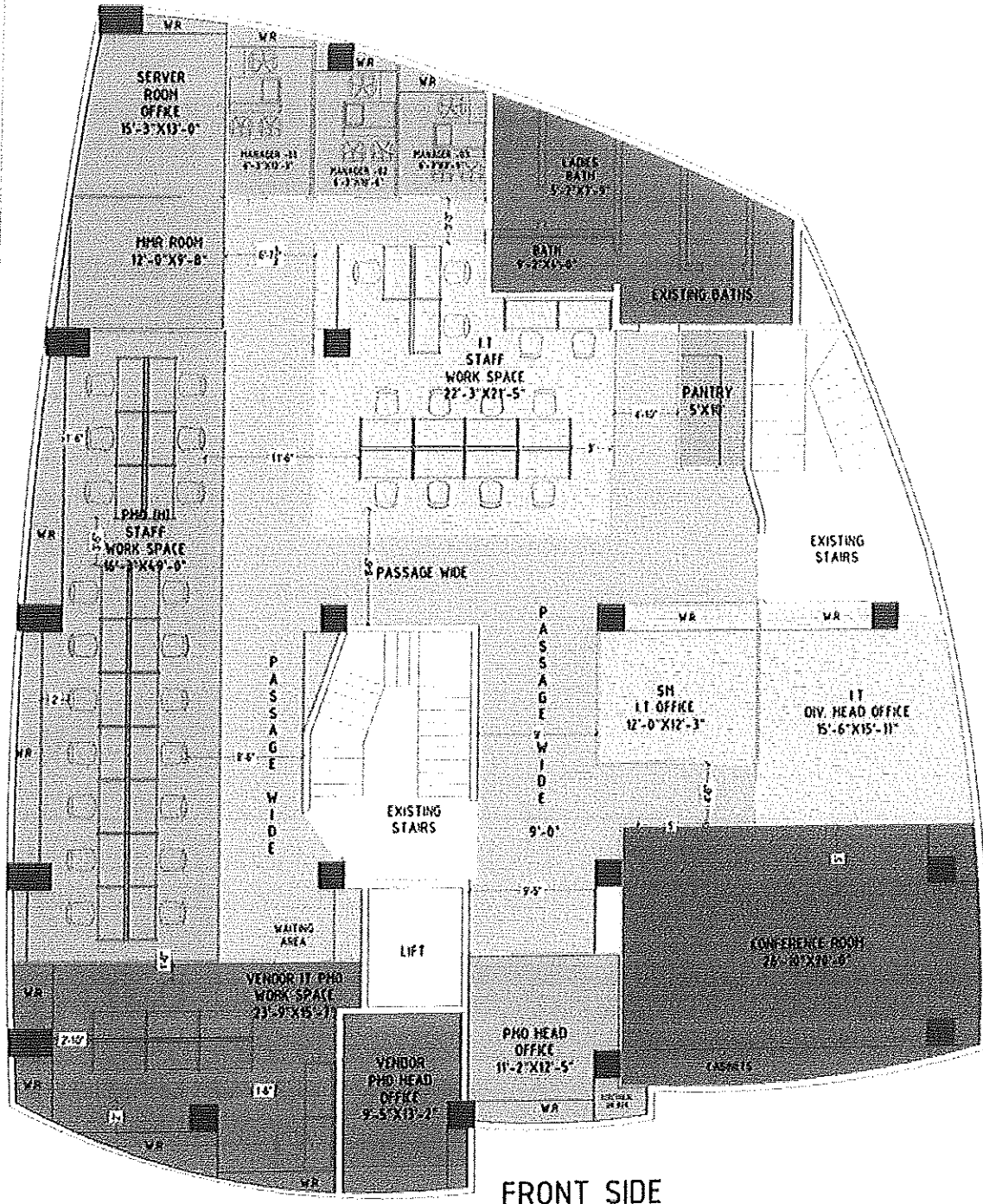
Address:

Address: _____

Stamp: _____



13. DRAWINGS



FLOOR ARRANGEMENT LAYOUT

Apex Plaza.



Annexure "I"

14. UNDERTAKING/AFFIDAVIT

To be typed on Rs.100/- Stamp Paper

**AFFIDAVIT / DECLARATION
(AS REQUIRED BY THE STATE BANK OF PAKISTAN THROUGH
BPRD CIRCULAR NO.13, DATED DECEMBER, 11, 2014)**

I, _____ S/o _____
Proprietor/Authorized

CEO/Representative of M/s _____, having NTN # _____,

holding CNIC # _____, do hereby state on solemn affirmation as

Under:-

1. That the above-named firm/company has not been adjudged an insolvent from any Court of law.
2. That no execution of decree or order of any Court remains unsatisfied against the firm/company.
3. That the above-named firm/company has not been compounded with its creditors.
4. That my/our firm/company has not been convicted of a financial crime.
5. The firm/company has neither been blacklisted nor in any conflict with government agency in the territory of AJK or Pakistan.
6. The firm/company is not engaged in any arbitration with any government entity.

City: _____

Dated. _____

DEPONENT

(PROPRIETOR / REPRESENTATIVE)/DIRECTOR

Solemnly affirmed and stated by the above named deponent, personally, before me, on this _____ day of _____ 2025, who has been identified as per his CNIC.

COMMISSIONER FOR TAKING AFFIDAVIT





TENDER DOCUMENT
Renovation of Al Aziz Plaza at Bela Noor Shah Muzaffarabad

NOTE:

If the bidder chooses to print the bidding documents from the BAJK or AJKPPRA website, it is mandatory to attach a non-refundable payment slip of Rs. 2,000 as printing charges, in the form of a CDR, DD, or Banker's Cheque in favor of BAJK, for each project. This payment slip must be attached separately with the respective bidding documents. Bidding documents submitted without the required Rs. 2,000 printing charges shall not be considered for the tender process by BAJK.

**Bank of Azad Jammu and Kashmir, Head Office Sardar Nazir Plaza Gojra Bypass Road
Muzaffarabad AJK**



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'Instruction to Bidders'

This part of the RFP describes the terms and conditions for the submission of the proposal.

1. Submission of bids and all communication or enquiries about this RFP must be made in writing.
2. The interested firms are requested to submit their proposal on date and time mentioned in advertisement the technical bids would be opened on the same day.
3. Single stage two enveloped bidding process will be adopted and selection shall be based on Most Advantageous Bid. The bidder must have legal presence in Pakistan/AJK.
4. The technical proposal shall not include any financial information or technical proposal containing financial information shall be declared non-responsive.
5. An authorized representative of the firm/company shall stamp & sign the original submission letters in the required format for both the technical proposal and financial proposal and shall initial and stamp all pages of both. The authorization should be in the form of a written power of attorney attached to the technical proposal.
6. The technical proposal shall be submitted in original.
7. The original of the technical proposal shall be placed inside a sealed envelope Clearly mark **'Technical Proposal'**, name of assignment, name and address of the firm/company.

Similarly, the original financial proposal shall be inside a sealed envelope clearly marked **'Financial Proposal'** followed by the name of the assignment, name and address of the firm/company, and with the warning **'Do not open with the technical proposal'**

8. The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, the name of the assignment, firm/company name and address.
9. Technical proposal will be opened on the same day after the deadline for their submission in the presence of bidders who wish to attend enveloped containing the Financial Proposal shall remain sealed and securely stored.
10. At any time before the submission deadline, the bank may amend the RFP by issuing an amendment in writing the amendment shall be sent to all companies and will be binding on them. The Companies shall acknowledge receipt of all amendments in writing.



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11. If the amendment is substantial, the bank may extend the bid submission deadline to give the company reasonable time to take an amendment into account in their proposals.
12. Financial proposals of the technically qualified firms would be opened in the presence of bidders or their representatives for which time and date shall be intimated in due course.
13. Bid Security of **Rs. 478,648/-** of the total bid amount in favor of the bank should be attached with technical proposal in separate seal envelope and should be submitted to **Establishment Section, Head Office BAJK, Sardar Nazir Plaza Gojra Bypass Road Muzaffarabad.**

Confirmation to this effect to be submitted with technical proposal.
14. All prices quoted must be inclusive of all applicable taxes such as GST, income tax etc.
15. The prices quoted shall remain valid for 120 days, after the date of opening of a tender.
16. The Bank of AJK will not be responsible for any costs or expenses incurred by bidders in connection with the preparation or delivery of bids.
17. Bank AJK reserves the right to accept or reject any or all proposals as per PPRA rules.
18. All mandatory requirements mentioned at page 17 of this tender document are part of these instructions.

Divisional Head CAD
Bank of Azad Jammu and Kashmir
Head Office, Sardar Nazir Plaza, Gojra Bypass Road
Muzaffarabad AJK



DEFINITIONS

"Bid" means a tender, or an offer by a person, consultant, firm, company or an organization expressing willingness to undertake a specified task at a price, in response to an invitation by BAJK.

"Bid with Lowest Evaluated Cost" means the bid quoting lowest cost amongst all those bids evaluated to be substantially responsive;

"Bidder" means a person or entity submitting a bid;

"Bidding Documents" means all documents provided to the interested bidders to facilitate them in preparation of their bids in uniform manner;

"Bidding Process" means the procurement procedure under which sealed bids are invited, received, opened, examined and evaluated for the purpose of awarding a contract;

"Blacklisting" means barring a bidder, contractor, consultant or supplier from participating in any future procurement proceedings.

"Calendar Days" means days including all holidays;

"Conflict of Interest" means -

1. Where a contractor, supplier or consultant provides, or could provide, or could be perceived as providing biased professional advice to BAJK to obtain an undue benefit for himself or those affiliated with him.
2. Receiving or giving any remuneration directly or indirectly in connection with the assignment except as provided in the contract.
3. Any engagement in consulting or other procurement activities of a contractor, consultant or service provider that conflicts with his role or relationship with the BAJK under the contract.
4. Where an official of the BAJK engaged in the procurement process has a financial or economic interest in the outcome of the process of procurement, in a direct or an indirect manner.

"Consultant" means a professional who can study, design, organize, evaluate and manage projects or assess, evaluate and provide specialist advice or give technical assistance for making or drafting policies, institutional reforms and includes private entities, consulting firms, legal advisors, engineering firms, construction managers, management firms, procurement agents, inspection agents, auditors, international and multinational organizations, investment and merchant banks, universities, research institutions, government agencies, nongovernmental organizations, and individuals;

"Consulting Services" means services of an advisory and intellectual nature provided by consultants using their professional skills to study, design, organize and manage projects,



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encompassing multiple activities and disciplines, including the crafting of sector policies and institutional reforms, specialist advice, legal advice and integrated solutions, change management and financial advisory services, planning and engineering studies, and architectural design services, supervision, social and environmental assessments, technical assistance, and programme implementation;

“Contract” means an agreement enforceable by law and includes General and Special Conditions, Specifications, Drawings and Bill of Quantities;

“Contractor” means a person, firm, company or organization that undertakes to execute works including services related thereto, other than consulting services, incidental to or required for the contract being undertaken for the works;

“Corrupt and Fraudulent Practices” means either one or any combination of the practices given below;

“Coercive Practice” means any impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;

“Collusive Practice” means any arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the BAJK to establish prices at artificial, noncompetitive levels for any wrongful gain;

“Corrupt Practice” means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;

“Fraudulent Practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

“Obstructive Practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights provided for under the Rules.

“Emergency” means natural calamities, disasters, accidents, war and breakdown of operational equipment, plant, machinery or engineering infrastructures, which may give rise to abnormal situation requiring prompt and immediate action to limit or avoid damage to person(s), property or the environment;



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"Goods" means articles and object of every kind and description including raw materials, drugs and medicines, products, equipment, machinery, spares and commodities in any form, including solid, liquid and gaseous form, and includes services identical to installation, transport, maintenance and similar obligations related to the supply of goods, if the value of these services does not exceed the value of such goods;

"Government" means the Government of AJK;

"Head of the Department" means the administrative head of the department or the organization,

"Lowest Evaluated Bid" means a bid for goods, works and services having the lowest evaluated cost among the substantially responsive bids,

"Lowest Submitted Price" means the lowest price quoted in a bid, which is otherwise not substantially responsive;

"Mis-procurement" means public procurement in contravention of any provision of AJK Public Procurement Act, 2017, any rule, regulation, order or instruction made there under or any other law in respect thereof, or relating to, public procurement;

"Notice Inviting Tender" means the notice issued by a BAJK through publication in the newspapers or through electronic means for the purpose of inviting bids, or applications for pre-qualifications, or expression of interests, which may include Tender Notice, Invitation for Bids, Notice for Pre-qualifications or Request for Expression of Interests;

"Open Competitive Bidding" means a fair and transparent specified procedure defined under these Rules, advertised in the prescribed manner, leading to the award of a contract whereby all interested persons, firms, companies or organizations may bid for the contract and includes both National and International Competitive Biddings;

"BAJK" means the Bank of Azad Jammu and Kashmir;

"Services" means any object of procurement other than goods or works, and includes consultancy services;

"Substantially Responsive Bid" means the bid that contains no material differences or deviations from, or reservations to, the terms, conditions and specifications given in the bidding documents;

"Supplier" means a person, firm, company or an organization that undertakes to supply goods and services related thereto, other than consulting services, required for the contract;

"Value for Money" means best returns for each rupee spent in terms of quality, timeliness, reliability, after sales service, up-grade ability, price, source, and the combination of whole-life cost and quality to meet BAJK's requirements.



1. INVITATION FOR BIDS (IFB)

Bank of AJK (BAJK) invites proposal from reputed vendors for the project of **Renovation of Al Aziz Plaza located at Bela Noor Shah Muzaffarabad**. Detail of the specifications of related services to be provided are given in the scope of service in Section {3}.

Bidder will be selected under procedure described in this Tender Document (TD), in accordance with the AJK Public Procurement Rules 2017 issued thereunder ("**AJKPPRA**") which can be found at (www.ajkppra.gov.pk) For the purposes of this document, any reference to the term "Act" shall mean a reference to the AJK Public Procurement Act 2017 and any reference to the Rules shall mean a reference to the AJK Public Procurement Rules 2017.

This TD includes the following Sections:

- Instructions to Bidders (ITB)
- Eligibility Criteria
- Scope of Services
- Financial Proposal
- Conditions of Contract

Proposals must be submitted in drop box at the below mentioned address:

Yours Sincerely,

**DIVISIONAL HEAD
CREDIT ADMINISTRATION DIVISION
BANK OF AJK
HEAD OFFICE, HEAD OFFICE, SARDAR NAZIR PLAZA, GOJRA BYPASS ROAD
MUZAFFARABAD AJK**

Email: dh_cad@bankajk.com



2. INSTRUCTION TO BIDDERS (ITB)

For all legal purpose, all clauses of instructions to bidders (ITB) hoisted by AJKPPRA on their website (www.ajkppra.gov.pk) will be taken as part and parcel of this tender document and the agreement thereof. Accordingly, the bidders are advised in their own interest to go through the same meticulously as ignorance of the said ITB will not be taken as excuse to waive off any plenty or legal proceedings.

However, few important clauses of the above mentioned ITB are appended below for the guidance/perusal of the bidders.

2.1 Correspondence Address

The contact number and the correspondence address for submitting the proposals are as follow:

**DIVISIONAL HEAD
CREDIT ADMINISTRATION DIVISION
BANK OF AJK
HEAD OFFICE, SARDAR NAZIR PLAZA, GOJRA BYPASS ROAD,
MUZAFFARABAD AJK**

Email: dh_cad@bankajk.com

2.2 Eligible Bidders

All the bidders duly incorporated and based in AJK/Pakistan governed by rules, laws and statute of Government of AJK shall be eligible. [AJKPPRA Rule 17]

2.3 Corrupt Practice

1. BAJK requires that Bidders / Suppliers / Contractors, observe the highest standard of ethics during the procurement and execution of contract and refrain from undertaking or participating in any corrupt or fraudulent practices. [AJKPPRA Rule 2 (h)]
2. BAJK will reject a proposal for award, if it determines that the Bidder recommended for award was engaged in any corrupt or has been blacklisted under the AJK Public Procurement Rules 2017, in competing for the contract in question.

Any false information or misstatement on the part of the vendor will lead to disqualification/ blacklisting/ legal proceeding regardless of the price or quality of the product.



2.4 Preparation of Bids

2.4.1 Bidding Process

This is the **Single Stage – Two Envelope Procedure**; the bid shall comprise a single package containing **TECHNICAL PROPOSAL** and **FINANCIAL PROPOSAL**. [AJKPPRA Rule 36 (b)]

2.4.2 Cost of Bidding

The bidder shall bear all costs associated with the preparation and submission of its bid and BAJK will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

2.4.3 Language of Bid

The bid prepared by the bidders as well as all correspondence and documents exchanged by the bidder and BAJK must be written in English. [AJKPPRA Rule 6 (1)]

2.4.4 Company Profile

Bidders are required to submit the Technical Proposal stating a brief description of the bidder's organization outlining their recent experience, the names of Sub-Bidder/Professional Staff who participates during the assignment, the technical approach, sample templates/prototypes of deliverables, methodology, work plan, organization and staff, including workable suggestions that could improve the quality and effectiveness of the assignment. The firm will be only technically qualified after confirmation of specifications on physical verification of asked items and satisfying of sufficient production mechanism. The date of visit for above inspection by the procurement committee of the bank will be given during process of completing eligibility criteria. After due inspection of requisite items, the bidder will be declared "Qualified" in Technical Qualification Phase.

2.4.5 Financial Proposal

The Financial Proposal shall be prepared using the standard form attached, duly signed by the authorized representative of the Bidder. It should list all costs associated with the assignment including remuneration for staff, and reimbursable expenses and such other information as may be specifically requested by BAJK. Alternatively, the bidder may provide his/her/its own list of costs with all items described in the Technical proposal priced separately.

2.4.6 Bid Currencies

For the purpose of comparison of bids quoted in different currencies, price shall be converted in PAK RUPEE (PKR). The rate of exchange shall be the selling rate prevailing seven working days before the date of opening of the bids.

2.4.7 Bid Security

The BAJK shall require the bidders to furnish the bid security @ Rs.478,648/- of Bidding Cost or Irrevocable Bank Guarantee acceptable to the bank, which shall remain valid for a period of one hundred twenty (120) days beyond the validity period for bids, in order to provide the BAJK reasonable time to act, if the security is to be called. [AJKPPRA Rule 25]



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Bid Security should be attached with Technical Proposal. Any Bid not accompanied by an acceptable Bid Security shall be rejected by the BAJK as non – responsive.

Bid security shall be released to the unsuccessful bidders once the contract will be signed with the successful bidder or the validity period has expired.

The bid security shall be forfeited:

- If a Bidder withdraws its bid during the period of its validity specified by the Bidder on the Bid Form;

2.4.8 Bid Validity

Bids shall remain valid for a period of one hundred twenty (120) days, after the date of bid opening prescribed by BAJK; [AJKPPRA Rule 26 (1)]

Whenever an extension of bid validity period is requested, a bidder shall have the right to refuse to grant such an extension and withdraw his bid and bid security shall be returned forthwith; [AJKPPRA Rule 27]

Bidders who agree to extension of the bid validity period shall also extend validity of the bid security for the agreed extended period of the bid validity. [AJKPPRA Rule 26 (4-a)]

2.5 Submission of Bids

2.5.1 Sealing and Marking of Bids

This is the **Single Stage – Two Envelope Procedure**; the bid shall comprise a single package containing **TECHNICAL PROPOSAL** and **FINANCIAL PROPOSAL**. [AJKPPRA Rule 36 (b)]

2.5.2 Response Time

Bidders are required to submit their Bids within fifteen (15) calendar days from the date of publication of Notice Inviting Tender as per National Competitive Bidding. Bids must be received by BAJK at the address specified under ITB Section [2.1] within office hours. [AJKPPRA Rule 13]

2.5.3 Extension of Time Period for Submission of Bids

BAJK may extend the deadline for submission of bids only, if one or all of the following conditions exist;

- Fewer than three bids have been submitted and BAJK is unanimous in its view that wider competition can be ensured by extending the deadline. In such case, the bids submitted shall be returned to the Bidders un-opened; [AJKPPRA Rule 27]

- If the BAJK is convinced that such extraordinary circumstances have arisen owing to law and order situation or a natural calamity that the deadline should be extended.



2.5.4 Clarification of Bidding Documents

An interested bidder, who has obtained bidding documents, may request for clarification of contents of the bidding document in writing, and BAJK shall respond to such queries in writing within three calendar days, provided they are received at least seven (7) calendar days prior to the date of opening of bid. [AJKPPRA Rule 31]

It should be noted that any clarification to any query by a bidder shall also be communicated to all parties, who have obtained bidding documents.

2.5.5 Late Bids

Any bid received by BAJK after the deadline for submission of bids prescribed by BAJK pursuant to ITB Section [2.5.2] will be rejected and returned unopened to the Bidder. [AJKPPRA Rule 33 (1)] .The rejection of bids received after the deadline for submission shall apply regardless of any reason whatsoever for such delayed receipt.

2.5.6 Withdrawal of Bids

The Bidder may withdraw its Technical Proposal and Financial Proposal after it has been submitted by sending a written Withdrawal Notice, duly signed by the Bidder and/or by an authorized representative, and shall include a copy of the authorization. Provided that, written notice of Withdrawal, shall be received by BAJK prior to the opening of bids.

No bid shall be withdrawn in the interval between the opening of Bids and the expiration of the period of Bid validity specified in ITB section [2.4.8].

2.5.7 Cancellation of Bidding Process

1. BAJK may cancel the bidding process at any time prior to the acceptance of a bid or proposal; [AJKPPRA Rule 33]
2. BAJK shall incur no liability towards the bidders, solely by virtue of its invoking sub-rule (2.5.7 - 1);
3. Intimation of the cancellation of bidding process shall be given promptly to all bidders and bid security shall be returned along with such intimation;

2.5.8 Mechanism for Redressal of Grievances

BAJK has a Committee for Complaint Redressal to address the complaints of bidder that may occur during the procurement proceedings. [AJKPPRA Rule 48]

Any bidder being aggrieved by any act or decision of the BAJK during procurement proceedings may lodge a written complaint within seven (07) days after the decision causing the grievance has been announced.

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The complaint Redressal committee upon receiving a complaint from an aggrieved bidder may, if satisfied; [AJKPPRA Rule 48]

1. Prohibit the procurement committee from acting or deciding in a manner, inconsistent with these rules and regulations;
2. Annul in whole or in part, any unauthorized act or decision of the procurement committee; and
3. Reverse any decision of the procurement committee or substitute its own decision for such a decision;

Provided that the complaint Redressal committee shall not make any decision to award the contract.

BAJK shall announce its decision as to the grievance within seven (7) days. The decision shall be intimated to the Bidder and the Authority within three (3) working days by BAJK.

BAJK shall award the contract only after the decision of the complaint Redressal committee

Mere fact of lodging of a complaint by a bidder shall no warrant suspension of the procurement proceedings.

IMPORTANT

In addition to above it may be added that no complaint will be entertained unless it is:

1. Forwarded on company's original letter head with complete address, NTN of the company and CNIC of the complainant.
2. Incriminating evidence in respect of complaint.

2.6 Opening and Evaluation of Bids

2.6.1 Opening of Bids by BAJK

The opening of bids shall be as per the procedure set down in Section 2.4.1 dealing with Bidding Process.

2.6.2 Clarification of Bids

No Bidder shall be allowed to alter or modify his bids after the expiry of deadline for the receipt of the bids unless, BAJK may, at its discretion, ask a Bidder for a clarification of bid for evaluation purposes. The request for clarification and the response shall be in writing and no



change in the prices or substance of bid shall be sought, offered or permitted. [AJKPPRA Rule 31]

2.6.3 Preliminary Examination

BAJK will examine the bids to determine whether the bids are complete and the documents have been properly signed and whether the bids are generally in order.

BAJK may waive any minor informality; nonconformity or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder and further provided that such waiver will be at the complete and sole discretion of BAJK.

If a bid is not substantially responsive, it will be rejected by BAJK and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

2.6.4 Supplier Eligibility Criteria

All bids shall be evaluated in accordance with the eligibility criteria. [AJPPRA Rule 17]) BAJK will evaluate the bids, which have been determined to be substantially responsive and reject any proposal which does not confirm to the specified requirements.

2.6.5 Eligibility Criteria

BAJK shall evaluate proposals using the following eligibility criteria.

SR#	Description	Points Criteria/Marks Distribution			Marks Obtained
		Company	Partnership	Sole Proprietorship	
1	Firms Status	15	10	7	
		5 Projects	3-4 Projects	1-2 Projects	
2	Construction/Renovation Experience with Banks in Similar Nature. (Completion certificate must be attached)	15	13	7	
		5 Projects	3-4 Projects	1-2 Projects	
3	Construction/Renovation Project in Similar nature with banks in hand from last one year. (Work order must be attached)	10	5	3	
		5 Projects	3-4 Projects	1-2 Projects	
4	Construction/Renovation Experience with any other Departments in Similar Nature. (Completion certificate must be attached)	8	7	3	
		5 Projects	3-4 Projects	1-2 Projects	
5	Construction/Renovation Project in Similar nature with any other Departments in hand from last one year. (Work order must be attached)	8	7	4	
		3 Projects	2 Projects	1 Projects	
6	Experience in Construction/Renovation with Bank of Azad Jammu & Kashmir.	14	7	4	
		05 projects & Above	2-4 Projects	1 Project	
7	Technical Skills	10	10	7	
		PEC-Engineers 2Nos	DAE Engineers 2Nos	Skilled labor 5 Nos	
8	Average Yearly Turn over in last 3 years	10	7	5	
		7M & Above	5M & Above	3M & Above	
9	Number of offices in Cities AJK	10	7	4	
		3 and above	2 and above	1 office	
Total Marks					



Financial Evaluation Criteria

Minimum **70% marks** are compulsory for bidders to qualify the technical evaluation criteria and be eligible for financial evaluation. Financial bid that is most advantageous will only be considered successful bid.

ELIGIBILITY CRITERIA NOTE

1. There can be subsequent clarification to this specific tender for which it is advised to keep yourself abreast with the notification being hoisted on BAJK & AJ&K PPRA websites regularly.
2. Acquiring of 70% marks of the total score will make the Bidder qualify for participating into ultimate phase of Inspection/Financial Bid opening.
3. Attachment of relevant evidence in eligibility criteria is mandatory. In case of non-provision of evidence in any of the requisite, no marks will be awarded.

MANDATORY

1. Firm/company having valid NTN/GST/Registration with Govt. of AJK and/or Pakistan.
2. Attachment of **Affidavit (specimen attached as Annexure "I")** on **Rs. 100/- stamp paper** duly attested by an oath commissioner to the effect that the contractor/firm/company is neither blacklisted with the Bank of AJK or any other govt. department.
3. Attachment of **Annexure "A"** (With Financial Proposal) & **Annexure "B"** (With Financial Proposal if Bank Guarantee is going to be submitted as Bid Security).
4. Writing of tender reference as given in the NIT on the Envelop, carrying tender document is must or the bank will not be responsible if the documents are not received by the Procurement Committee at the time of opening of bids.
5. The bidders are required to submit bids only in prescribed financial Performa given in Tender Document.
6. The representative present at the time of opening of tender shall be in possession of authority letter on the company's letter head, duly signed by the CEO of the company.
7. Valid and updated registration with Pakistan Engineering Council (PEC).
8. Bid Security should be attached with Technical Proposal.
9. Covering letter on contractor/firm letter head, address to the Divisional Head CAD, Bank of AJK (to be printed on company letter head, dated and stamped) attached.



DISQUALIFICATION

The bidder will be considered disqualified prior to/during technical/financial evaluation process or after award of contract if:

1. Issued with two (2) warning letters/emails by the Bank of AJK in the past to the bidder for unsatisfactory performances.
2. Alternate bid is offered.
3. **Subletting of Contract.** The qualified bidder sublets the contract in any form/stage to any other agency.
4. **Verification from Client.** During verification process of the client list the response by any of the bank is unsatisfactory on account of previous performance.
5. **Premature Termination.** In the past, if the company agreement has been prematurely been terminated after due qualification in any of the category of the tender.

2.6.6 Clarifications Prior to Evaluation

If required, prior evaluation the bid, BAJK may, within 6-7 days of the receipt of the bid, call upon any of the bidders to seek any clarification.

2.7 Award of Contract

2.7.1 Award Criteria

Subject to ITB Section [2.7.2], BAJK will award the contract to the successful Bidder, whose bid has been determined to be substantially responsive and has been determined to be the most advantageous bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

2.7.2 BAJK's Right to Accept Any Bid and to reject any or all Bids

BAJK may annul the bidding process and reject all Bids at any time prior to contract award, without thereby incurring any liability to the Bidder(s).

2.7.3 Notification of Award

Prior to the expiration of the period of bid validity, BAJK will notify the successful Bidder in writing by letter or by facsimile, to be confirmed in writing by letter, that his/her bid has been accepted.

The notification of award will constitute the formation of the Contract.



Upon the successful Bidder's furnishing of the Performance Security pursuant to Section [2.7.5], BAJK will promptly notify each unsuccessful Bidder and will discharge his/her bid security, pursuant to ITB Section [2.4.7].

2.7.4 Signing of Contract

Within 10 Days from the date of notification of award, the successful bidder shall furnish to BAJK particulars of the person who would sign the contract on behalf of the successful bidder along with an original power of attorney executed in favor of such person.

The Contract shall be signed by the parties at Head Office BAJK, Muzaffarabad, within 07 Days of letter of acceptance date and furnishing the requisite performance security.

2.7.5 Performance Security

Within 7 DAYS of receipt of the *Letter of Acceptance* from BAJK, the successful Bidder shall furnish to BAJK the Performance Security equals to 5 % of contract price which shall be valid for at least one hundred eighty (180) days beyond the date of completion of contract to cover defects liability period. The Performance Security shall be in the form of a pay order or demand draft or bank guarantee issued by a reputable commercial bank, acceptable to BAJK, located in AJK/Pakistan. [AJKPPRA Rule 39]

Failure of the successful Bidder to comply with the requirement of ITB Section [2.7.5] shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event BAJK may make the award to the next lowest evaluated Bidder or call for new bids.

The Performance Security forms at Annexure "C" shall not be completed by the bidders at the time of their bid submission. Only the successful Bidder will be required to provide Performance Security.

The Performance Security will be discharged by BAJK and returned to the Company after completion of validity period.

2.7.6 Conditions of Contract

For detailed Special Condition of Contract refer to Section [5] of this TD.

2.7.7 Integrity Pact

The successful bidder shall upon the award of the contract execute an integrity pact with the BAJK (specimen is attached in annexure 'D')

2.7.8 Non-Disclosure Agreement

The successful bidder shall upon the award of the contract execute a non-disclosure agreement with the BAJK (specimen is attached in annexure 'F')

2.7.9 Mode of Payment

1. No advance payment will be made.
2. Interim Payment will be made on receiving original invoice from the contractor to the Resident Engineer and confirmation of work by the Resident Engineer of the bank.



3. 05% of the total project amount will be retained by the Bank as "Retention Money" which will be released after 90 days of completion of the project along with receipt of satisfactory letter from the Resident Engineer of the bank.



3. Scope of Services

Bank of AJK (BAJK) invites proposal from reputed vendors for **Renovation of Al Aziz Plaza at Bela Noor Shah Muzaffarabad.**

The complete set of tender consists of following:

1. Bank's Tender Documents
2. Drawings
3. Detail of specifications of items, mentioned in BOQ.

After thorough visit of desired premises, the contractor will submit per square feet rate/item rate/labour rate of said work, complete in all respect, as per given tender, layout plan, specification and brand / make.

The salient works which are the part of requirement will be as under;

All execution of job will be according to BOQ of the same is attached.



4. Financial Proposal

1. In case of over writing/cutting/use of Blanco is found in the Financial Bid document, the bid will be taken as null & void however if the figures are readable and are also duly signed only then, bid will be accepted.
2. The project has to be completed within 150 days after issuance of the work order. In case of delay, a penalty @0.1% of total contract amount for each day of delay will be imposed.
3. The cost must include all applicable taxes, stamp duty (as applicable under Stamp Act 1989) duly stamped on the contract agreement, installation, commissioning, transportation and labor charges.
4. No advance payment; bills are only processed for necessary payment on receipt of certificate of delivery/satisfaction from the Resident Engineer.
5. **Bid security: Rs.478,648/-** of the Total Amount will be submitted with the tender document as bid security in shape of Pay Order/Demand Draft /Bank Guarantee in favor of Bank of AJK.
6. The successful bidder will be the one whose total sum of cost is the most advantageous. As it is package tender, so no partial lowest cost will be considered for award of any work.
7. The tender will be considered cancelled if the contract agreement/performance security after due signature are not submitted with Establishment Section Credit Administration Division after 07 days of issuance of LOA.
8. In case financial bids are the same, the successful bidder will be the one who has acquired more marks in the technical evaluation.
9. Qualified company will also be bound to sign a bond/undertaking that in case of any observation arising in respect of quality of the items within the period, the bidder/contractor will be liable to address it at his own cost, non-compliance of the same will result into initiation of a case against the bidder/contractor for non-commitment.
10. All terms & conditions of the Contract Agreement (Annexure "G") are part of tender document.
11. Deviation from the specs of the BOQ will also be taken as penalty, where the contractor will be asked to provide the material or supplies as per the BOQ specification. If the same is not followed within given time, the amount equivalent to the cost of the job will be deducted from the final payment of the contractor and the job will be performed by the banks own resources, here contractor will also be liable to penalty of 05 marks in marking performa in each deviation committed.
12. The tender will stand cancelled if any of the given condition of the tender is not met in strictly as per the requisite of the tender document.



We, hereby accept all the terms and conditions as given above.

(Signature of bidder with name, Designation and Company Seal)

Dated: _____



BILL OF QUANTITY

CIVIL WORK

S.No	Discription	Unit	Quantity	Rates	Amount	Remarks
1	Providing & Erection of Ash white Porcelain Tiles (2'X 4') on floor with PCC (1:6), Bonds including All types of relevant material, Complete job.	Sft	7050			Complete Job.
2	Providing & Erection of Ash white Bathrooms Tiles on floor & Walls with PCC (1:6), Bonds including All types of relevant material, Complete job.	No	1760			Complete Job.
3	Providing & Fixing of Ash white False Ceiling panels (2' X 2') including All types of relevant material, Complete job.	Sft	6000			Complete Job.
4	Dismantling, Carriage & Disposal of 4" thick Block masonry wall located at roof top.	Cft	110			Complete Job.
5	Construction of bathrooms (2 Nos), Kitchen & Store {6" thick Block masonry wall with cement sand mortar ratio (1:6) and plaster both sides Ratio (1:4)} at roof top including all relevant material, Complete job.	Cft	836			Construction of Block masonry Wall size 6"x 8"x 12" with mortar (1:6) and Plaster with ratio (1:4) both sides of wall & labor charges Complete Job.
6	RCC in Beam, Column & other structural members, insitu cement sand mortar ratio (1:2:4). Erection and removal of form work with plywood sheet for smooth finishing.	Cft	261			Column, Beam & floor concrete were needed as bathroom floor etc. Complete Job.
7	Supply and fabricate M.S reinforcement for cement concrete (Hot role deformed bars Grade 40 & 6) complete in all aspect.	Tone	3.47			Rate is including Cutting and Carriage with labor charges.



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8	Providing and implementation of Plastic Emulsion Paint with (ICI, Berger, Nippon or any other equivalent) approved shade (ASH WHITE) two coats over primer applied over putty filled surface prepared with sand papering including the cost of one priming coat complete over plastered surface on wall at any height from floor etc.	Sft	910			At roof top area i.e. 2 No's Bathrooms, Conference Room, Store & Kitchen etc. Complete Job.
9	Providing & Complete fitting of water supply & Severage lines in newly constructed Bathroom & Kitchen with Accessories fitting Approved by the Resident Engineer.	Sft	400			At roof top area i.e 2 No's Bathrooms & Kitchen etc Complete Job.
10	Providing and fixing 12mm Clear Glass wall & Door with Top and Bottom Aluminum D48 section including wooden beam price up to ceiling, frost paper, Handles, Motor, door closer, rubber, fitting etc. complete.	Sft	1500			Complete Job.
11	Providing & Erection of Stairs Marble Tropical & white marble or Ash white Tile at riser along with scerton complete job approved by Resident Engineer.	Sft	1050			Complete Job.
12	Providing and fixing of fancy type stainless steel chromium plate 2" dia pipe stairs railing ¾ dia pipe fixed on specified space on steps in horizontal position complete in all aspect.	Rft	130			Complete Job.
13	Truss with GI corrugated 16 gauge Sheet, GI Pipes for frame, Red Oxide, Ash white color complete Job with all relevant materials at roof top.	Sft	884			Complete Job.
14	Erection of Aluminum Window's with 6mm glass and all relevant material.	Sft	126			Kitchen's (2 No's), Store (2 No's) & Bathroom's (8 No's) Complete Job.



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15	Erection of Tuff Tile with 4"thick PCC ratio (1:3:6) & Plantation with mud Complete Job.	Sft	800			At Parking area Complete Job
16	Dismantling, Carriage & Erection of False Ceiling (Labor Rate).	Sft	1500			Shifting from BAJK old premises to new Premises (Labor Rate)
17	Dismantling, Carriage & Erection of old material, 12mm Clear Glass wall & Door with Top and Bottom Aluminum D48 section including wooden beam price up to ceiling, frost paper, Handles, Motor, door closer, rubber, fitting etc. complete job.	Sft	1725			Shifting from BAJK old premises (DAM Plaza) to new Premises (Bela Noor Shah) Labor Rate
18	Providing of Window roller blinds 100 % opaque.	Sft	984			Complete Job.
19	Dismantling, Carriage & Installation of Window roller blinds 100 % opaque.	Sft	216			Shifting from BAJK old premises to new Premises (Labor Rate)

Total Cost of Civil Work.

ELECTRIC & NETWORKING WORK.

S.No	Description	Unit	Quantity	Rates	Amount	Remarks
1	Providing and Erection of Electric Work i.e. Switch sheets 8x4 (24 No) & 2x2 (24 No), Light plug double sheet (66 No), simple light plug (18 No), Power plug (28 No), Power switch (28 No), lights {6" dia (400 No) & 2'x2' (24)}, Breakers & Protective devices like MCCB 100 AMP (1No), 40 Amp (28 No), 20 Amp (70 No), Voltage protective Devices (8 No), Earth leakage breakers (8 No), Auto Change over Switches (1 No), Electric cables approved brand (PAK Cable/ Fast Cable/New Age Cable or equivalent) of 50 mm 4 Core (50 Meters), wire 7/29 (20 Rolls), 3/29 (16 Rolls) red & Black, wire 1.5 mm solid (8 Rolls). PVC Pipes & Boards (Clipsal & Schneider), pipe 3/4"(100 No Length), Bands (80 Nos), Sockets (80 No), PVC boards 3x6 (66 No), 3x3 (24 No). Lightning Protection system and including all types relevant hard were material.	Sft	5500			Complete job.



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2	<p>Providing & Erection of Networking, Security & Telephonic system i.e Dahua DH-HAC-HFW1200RP-Z-IRE6 2MP HDCVI, Bullet 60 m smart IR, 2.7-12mm motorized (16), Dahua DHI-XVR1A08,8 Channel Penta-brid 1080P compact 1U digital video recorder (DVR) 3 NO'S, RJ 59 CCTV cable rolls (90Y) 5 NO'S, Installation material (BNC, Power connector etc) 1NO'S, Hard disk drive 4TB for DVR CCTV System (3NO'S) and other relevant material. Dahua Network Cable roll 3 No's (305 m each roll) as per actual, Faceplate for network & telephones 30 No's, I/O Keystone RJ 45 network AMP 30 No's, I/O Keystone RJ 11 network AMP 30 No's, Installation charge connecting, clipping, networking & communication each line 60 No's, CAT 6 network cable box (305M) double jacket .50As per actual for phone exchange 1No, Network & Telephone exchange installation other materials like PVC pipes, Plaster & Block Cutting for concealed fitting & other relevant materials complete Job.</p>	Sft	329		Complete Job.
3	<p>Providing & Erection of New Sign boards 40' x 2.5' Complete Job.</p>	Job	2		Complete Job.
4	<p>Providing & Erection of New Air Conditioner Complete Job.</p>	No	10		Complete Job.
5	<p>Providing & Erection of New Instant Electric Geyser 15 Liter Complete Job.</p>	No	8		Complete Job.
6	<p>Providing & Erection of New Ceiling Fans 2' x 2' Complete Job.</p>	No	15		Complete Job including labor charges.
7	<p>Providing & Erection of New Ceiling Exhaust Fans in Floors Complete Job.</p>	No	28		Complete job including labor charges.
8	<p>Dismantling, Carriage & Erection of Air Conditioner including gas filling (Labor Rate) Complete Job.</p>	No	14		Shifting from BAJK old premises (DAM Plaza) to new Premises (Bela Noor Shah) Labor Rate
9	<p>Dismantling, Carriage & Erection of Electric Geyser (Labor Rate) Complete Job.</p>	No	2		Shifting from BAJK old premises (DAM Plaza) to new Premises (Bela Noor Shah) Labor Rate



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10	Dismantling, carriage & Erection of Ceiling Fans (Labor Rate) Complete Job.	No	21			Shifting from BAJK old premises (DAM Plaza) to new Premises (Bela Noor Shah) Labor Rate
11	Dismantling, carriage & Erection of wall Exhaust Fans (Labor Rate) Complete Job.	No	2			Shifting from BAJK old premises (DAM Plaza) to new Premises (Bela Noor Shah) Labor Rate
12	Dismantling, carriage & Erection of Ceiling Lights 6" dia (Labor Rate) Complete Job.	No	107			Shifting from BAJK old premises (DAM Plaza) to new Premises (Bela Noor Shah) Labor Rate
13	Dismantling, carriage & Erection of Electric & Networking Cables, Accessories & Gadgets i.e. 9 No's cctv cameras & 2No's DVR etc. (Labor Rate) Complete Job.	Sft	1420			Shifting from BAJK old premises (DAM Plaza) to new Premises (Bela Noor Shah) Labor Rate
Total Cost of Electric Work.						
Total Project Cost Including all applicable Taxes.						



5 Conditions of Contract

5.1 General conditions of Contract

The complete general conditions of the contract are applicable

5.2 Special conditions of contract

The following Special Conditions of Contract shall supplement/alter the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract.

5.2.1 Definitions

In this contract, the following terms shall be interpreted as indicated:

'Applicable Law' means the AJK Public Procurement Act 2017 and the AJK Public Procurement Rules 2017.

"Procuring Agency" or "PA" means BAJK.

"Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1 that is General Conditions (GC), and the Special Conditions (SC).

"Contract Price" means the price to be paid for the performance of the Services.

"Effective Date" means the date on which this Contract comes into force.

"GC" mean these General Conditions of Contract.

"Government" means the Government of AJK.

"Currency" means Pak Rupees.

"Member" means any of the entities that make up the joint venture/consortium/association, and **"Members"** means all these entities.

"Party" means the PA or the Contractor, as the case may be, and **"Parties"** means both of them.

"Personnel" means persons hired by the Contractor or by any Sub- Contractors and assigned to the performance of the Services or any part thereof.

"SC" means the Special Conditions of Contract by which the GC may be amended or supplemented.

"Services" means the services to be performed by the Contractor pursuant to this Contract, as described in the scope of services.

"In writing" means communicated in written form with proof of receipt.



5.2.2 Law Governing Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the laws of the Azad Jammu and Kashmir.

5.2.3 Notice

1. Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC.
2. A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

5.2.4 Authorized Representative

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the BAJK or the Supplier may be taken or executed by the officials.

5.2.5 Taxes and Duties

The Supplier, Sub-Suppliers, and their Personnel shall pay such direct or indirect taxes, duties, fees, and other impositions levied under the Applicable Law as specified in the SC, the amount of which is deemed to have been included in the Contract Price.

5.2.6 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both Parties. The date the Contract comes into effect is defined as the Effective Date.

5.2.7 Expiration of Contract

Unless terminated earlier pursuant to Clause GC 5.1.17 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.

5.2.8 Modifications or Variations

Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

5.2.9 Force Majeure

The failure on the part of the parties to perform their obligation under the contract will not be considered a default if such failure is the result of natural calamities, disasters and circumstances beyond the control of the parties.



5.2.9.1 No Breach of Contract

The failure of a Party to fulfil any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the Occurrence of such an event.

5.2.9.2 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

5.2.10 Termination

5.2.10.1 Termination by BAJK

The BAJK may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause GC 5.2.10.1. In such an occurrence the BAJK shall give a not less than thirty (30) days' written notice of termination to the Supplier, and sixty (60) days' in the case of the event referred to in (e).

- a) If the Supplier does not remedy the failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the BAJK may have subsequently approved in writing;
- b) If the Supplier becomes insolvent or bankrupt;
- c) If the Supplier, in the judgment of the BAJK has engaged in corrupt or fraudulent practices in competing for or in executing the Contract;
- d) If, as the result of Force Majeure, the Supplier(s) are unable to perform a material portion of the Services for a period of not less than sixty (60) days; and
- e) If the BAJK, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

5.2.10.2 Termination by the Supplier

The Suppliers may terminate this Contract, by not less than thirty (30) days written notice to the BAJK, such notice to be given after the occurrence of any of the events specified in paragraphs (a) to (b) of this Clause GC 5.2.10.2

- a) If the BAJK fails to pay any money due to the Supplier pursuant to this Contract without Suppliers fault.
- b) If, as the result of Force Majeure, the Supplier is unable to perform a material portion of the Services for a period of not less than sixty (60) days



5.2.10.3 Payment upon Termination

Upon termination of this Contract pursuant to Clauses GC 5.2.10.1 or GC 5.2.10.2, the BAJK shall make the following payments to the Supplier:

- a) Payment for Services satisfactorily performed prior to the effective date of termination;
- b) except in the case of termination pursuant to paragraphs (a) through (e), of Clause GC 5.2.10.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

5.2.11 Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

5.2.12 Settlement of Disputes

5.2.12.1 Amicable Settlement

The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

5.2.12.2 Arbitration

If the BAJK and the Supplier fail to amicably settle any dispute arising out of or in connection with the Contract within ten (10) days of commencement of such informal negotiations, the dispute shall be referred to arbitration of two arbitrators, one to be appointed by each party, in accordance with the Arbitration Act, 1920. Venue of arbitration shall be Muzaffarabad, AJK and proceedings of arbitration shall be conducted in English.

5.2.13 Data Ownership

The data in the implemented Computer System shall at all times remain the exclusive property of BAJK. The Supplier is hereby required to transfer all necessary passwords, access codes or other information required for full access to the data to BAJK upon successful commissioning of the Computer System and should not be available to any other party including the employees of the supplier.

5.2.14 Obligations of the Bidder

The bidder shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The bidder shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the BAJK, and shall at all times support and safeguard the BAJK legitimate interests in any dealings with Sub-Suppliers or third parties.



5.2.14.1 Conflict of Interest

The Supplier shall hold the BAJK's interest's paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

5.2.14.2 Confidentiality

Except with the prior written consent of the BAJK, the Supplier and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Supplier and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

5.2.15 Performance Security

The amount of performance security shall be five (5 %) percent of the Contract Price

2.7.16 Payment

The payment to be made to the bidder under this contract shall be made in accordance with the payment schedule as shall be agreed between BAJK and the bidder. Payment schedule is mentioned in section 2.7.9 of this TD.

5.2.17 Price

Schedule of prices shall be as fixed in the Contract.



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Annexure "A"

BID FORM

Dated: _____

To,
Divisional Head CAD
Bank of AJK
Head Office, Sardar Nazir Plaza, Gojra Bypass Road,
Muzaffarabad, AJK
Email: dh_cad@bankajk.com

Having examined the bidding documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer, in conformity with the said bidding documents for the sum of currency _____ [total bid amount in words and figures].

We undertake, if our Bid is accepted, [to provide work/related service], that will be in accordance with the terms defined in the proposal and /or contract.

If our Bid is accepted, we will obtain the Bank Guarantee in a sum equivalent to five percent (5%) of the Contract Price for the due performance of the Contract, in the form prescribed by BAJK.

We agree to abide by this Bid for a period of one hundred twenty (120) days from the date fixed for Bid Opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid and to contract execution if we are awarded the contract, are listed below:

Name & Address of Agent

Amount and Currency

(If none, state none)

We understand that you are not bound to accept the lowest or any bid you may receive.
Dated this _____ day of _____ 2025.



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[Signature]

[In the Capacity of]

Duly authorized to sign Bid for and on behalf of _____



BID SECURITY FORM

Whereas [name of the Bidder] has submitted its bid dated [date of submission of bid] for:

—

KNOW ALL PEOPLE by these presents that WE [name of bank] of [name of country], having our registered office at *address of bank+ (hereinafter called "the Bank"), are bound unto BAJK (hereinafter called "the Purchaser") in the sum of for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 2025.

THE CONDITIONS are:

1. If the Bidder withdraw its Bid during the period of bid validity specified by the Bidder on the Bid Form;
2. If the Bidder, having been notified of the acceptance of its Bid by the BAJK during the period of bid validity:
 - a. fails or refuses to execute the Contract, if required; or
 - b. fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders;

We undertake to pay to the Purchaser up to the above amount upon receipt of its written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including twenty eight (28) days after the period of bid validity and any demand in respect thereof shall reach the Bank not later than the above date.

[Signature and Seal of the Bank]



PERFORMANCE SECURITY FORM

To,
Divisional Head CAD
Bank of AJK
Head Office, Sardar Nazir Plaza, Gojra Bypass Road,
Muzaffarabad, AJK
Email: dh_cad@bankajk.com

WHEREAS *name of Contractor + (hereinafter called "Supplier" or "Contractor") has undertaken, in pursuance of Contract No. _____ [reference number of the contract] dated _____ 2025 to _____ *details of task to be inserted here+ (hereinafter called "the Contract").

AND WHEREAS we have agreed to give the Supplier / Contractor guarantee as required pursuant to the budding document and the contract:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier / Contractor, up to a total of [amount of the guarantee in words and figures], and we undertake to pay you, upon your first written demand declaring the Supplier / Contractor to be in default under the Contract and without cavil or argument, any sum or sums within the limits of [amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____ 2025

Signature and Seal of the Guarantors

Name of Bank

Address

Date



INTEGRITY PACT

Declaration of Fees, Commissions and Brokerage etc. Payable by the Supplier of Services Pursuant To AJK Public Procurement Rules Act, 2017

_____ [the Contractor] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of AJK (GoAJK) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoAJK) through any corrupt business practice.

Without limiting the generality of the foregoing, [the Contractor] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside AJK/Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, Contractor, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoAJK, except that which has been expressly declared pursuant hereto.

[The Contractor] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoAJK and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty. [The Contractor] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GoAJK under any law, contract or other instrument, be voidable at the option of GoAJK.

Notwithstanding any rights and remedies exercised by GoAJK in this regard, [the Contractor] agrees to indemnify GoAJK for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoAJK in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by *the Contractor + as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoAJK.

For and on Behalf of:

Signature: _____
Name: _____
CNIC: _____



Annexure "E"

11. SCHEDULE OF OPENING & SUBMISSION OF BID

For details refer to notification hoisted on BAJK website (www.bankajk.com) and AJK PPRA website (www.ajkppra.gov.pk) on the subject matter.



FORM OF CONTRACT

This Mutual Non-Disclosure Agreement ("Agreement") is made and entered into between Bank of AJK, and * Contractor Name+, individually referred to as a 'Party' and collectively referred to as the 'Parties'. The Parties wish to exchange Confidential Information (as defined below in Section 2) for the following purpose(s):

- a. To evaluate whether to enter into a contemplated business transaction; and
- b. If the Parties enter into an agreement related to such business transaction, to fulfil each Party's confidentiality obligations to the extent the terms set forth below are incorporated therein (the "Purpose").

The Parties have entered into this Agreement to protect the confidentiality of information in accordance with the following terms:

1. The Effective Date of this Agreement is _____ 2025.
2. In connection with the Purpose, a Party may disclose certain information it considers confidential and/or proprietary ("Confidential Information") to the other Party including, but not limited to, tangible, intangible, visual, electronic, present, or future information such as:
 - Trade secrets;
 - Financial information, including pricing;
 - Technical information, including research, development, procedures, algorithms, data, designs, and know-how;
 - Business information, including operations, planning, marketing interests, and products;
 - The terms of any agreement entered into between the Parties and the discussions, negotiations and proposals related thereto; and
 - Information acquired during any facilities tours.
3. The Party receiving Confidential Information (a "Recipient") will only have a duty to protect Confidential Information disclosed to it by the other Party ("Discloser"):
 - If it is clearly and conspicuously marked as "confidential" or with a similar designation;
 - If it is identified by the Discloser as confidential and/or proprietary, before, during, or promptly after Presentation or communication; or



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- If it is disclosed in a manner in which the Discloser reasonably communicated, or the Recipient should reasonably have understood under the circumstances, including without limitation those described in Section 2 above, that the disclosure should be treated as confidential, whether or not the specific designation "confidential" or any similar designation is used.

4. A Recipient will use the Confidential Information only for the Purpose described above. A Recipient will use the same degree of care, but no less than a reasonable degree of care, as the Recipient uses with respect to its own information of a similar nature to protect the Confidential Information and to prevent:

- Any use of Confidential Information in violation of this agreement; and/or

- Communication of Confidential Information to any unauthorized third parties. Confidential Information may only be disseminated to employees, directors, agents or third party contractors of Recipient with a need to know and who have first signed an agreement with either of the Parties containing confidentiality provisions substantially similar to those set forth herein.

5. Each Party agrees that it shall not do the following, except with the advanced review and written approval of the other Party:

- Issue or release any articles, advertising, publicity or other matter relating to this Agreement (including the fact that a meeting or discussion has taken place between the Parties) or mentioning or implying the name of the other Party; or

- Make copies of documents containing Confidential Information.

6. This Agreement imposes no obligation upon a Recipient with respect to Confidential Information that:

- Was known to the Recipient before receipt from the Discloser;

- Is or becomes publicly available through no fault of the Recipient;

- Is independently developed by the Recipient without a breach of this Agreement;

- Is disclosed by the Recipient with the Discloser's prior written approval; or

- Is required to be disclosed by operation of law, court order or other governmental demand ("Process"); provided that

I. The Recipient shall immediately notify the Discloser of such Process; and

II. The Recipient shall not produce or disclose Confidential Information in response to the Process unless the Discloser has:



- Requested protection from the legal or governmental authority requiring the Process and such request has been denied,
 - Consented in writing to the production or disclosure of the Confidential Information in response to the Process, or
 - Taken no action to protect its interest in the Confidential Information within 14 business days after receipt of notice from the Recipient of its obligation to produce or disclose Confidential Information in response to the Process.
- 7 EACH DISCLOSER WARRANTS THAT IT HAS THE RIGHT TO DISCLOSE ITS CONFIDENTIAL INFORMATION. NO OTHER WARRANTIES ARE MADE. ALL CONFIDENTIAL INFORMATION DISCLOSED HEREUNDER IS PROVIDED "AS IS".
- 8 Unless the Parties otherwise agree in writing, a Recipient's duty to protect Confidential Information expires *YEARS+ from the date of disclosure. A Recipient, upon Discloser's written request, will promptly return all Confidential Information received from the Discloser, together with all copies, or certify in writing that all such Confidential Information and copies thereof have been destroyed. Regardless of whether the Confidential Information is returned or destroyed, the Recipient may retain an archival copy of the Discloser's Confidential Information in the possession of outside counsel of its own choosing for use solely in the event a dispute arises hereunder and only in connection with such dispute.
- 9 This Agreement imposes no obligation on a Party to exchange Confidential Information, proceed with any business opportunity, or purchase, sell, license and transfer or otherwise make use of any technology, services or products.
- 10 Each Party acknowledges that damages for improper disclosure of Confidential Information may be irreparable; therefore, the injured Party is entitled to seek equitable relief, including injunction and preliminary injunction, in addition to all other remedies available to it.
- 11 This Agreement does not create any agency or partnership relationship. This Agreement will not be assignable or transferable by Participant without the prior written consent of the other party.
- 12 This Agreement may be executed in two or more identical counterparts, each of which shall be deemed to be an original including original signature versions and any version transmitted via facsimile and all of which taken together shall be deemed to constitute the agreement when a duly authorized representative of each party has signed the counterpart.



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13 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes any prior oral or written agreements, and all contemporaneous oral communications. All additions or modifications to this Agreement must be made in writing and must be signed by the Parties. Any failure to enforce a provision of this Agreement shall not constitute a waiver thereof or of any other provision.

**Bank of AJK
Registered Address:**

Name: _____

Signature: _____

Title: _____

Date: _____

**Company Name:
Registered Address:**

Name: _____

Signature: _____

Title: _____

Date: _____



12. CONTRACT AGREEMENT

THIS AGREEMENT is entered into at Muzaffarabad
On this the ____ day of _____, 2025

BETWEEN

M/S. _____, having its principal place of business
at

_____, (hereinafter referred to as "contractor",
which

expression shall be deemed to mean and include its successors-in-interest and assigns) of the
First Part;

AND

BANK of AJK, a banking company incorporated under the laws of AJK and having its Head
office at Chatter, Muzaffarabad Azad Kashmir. (Hereinafter referred to as "THE BANK", which
expression shall be deemed to mean and include its successors-in-interest and assigns) of the
Second Part.

WHEREAS:

"THE BANK" intends to acquire the services of "Contractor" for Renovation of Al Aziz Plaza at
Bela Noor Shah Muzaffarabad and Contractor agrees to provide the following services to the
bank, as per tender opening date _____, along with Price Schedule
mentioned in Financial Proposal which is attached herewith and marked as Annexure-A:

The terms and conditions are as follows:

Terms & Conditions:

- All terms and conditions of the tender document will remain part of this agreement.
- The Contractor shall complete the project with all respect within the stipulated time period
from the date of issuance of work order.
- The project has to be completed within 150 days after issuance of the work order. In case of
delay, a penalty @0.1% of total contract amount for each day of delay will be imposed.
- In the event of the default on the part of the Contractor, in the performance of any condition
of the contract/tender or delay in completion of the project even after the stipulated time
period i.e. 150 days, it shall be lawful for the Bank to forfeit the performance security and or



cancel the contract. Decision of the Bank will be final and will be legal binding on the Contractor.

- The Contractor also undertakes to bear all kind of taxes i.e. Stamp duty/ Services Charges/Professional Tax/ Sales Tax Invoice, Income Tax, Zila / Octroi Tax (if any) and all other incidental charges etc., up to the place of destination.

- The Bank reserves the right to test/check the goods to ensure that it is provided as per specification in the tender document. For any discrepancies, at the time of supply or later, the Bank reserve the right to forfeit full performance security and cancel the tender and initiate the process for blacklisting of the Contractor. The decision of the Bank shall be final and binding upon the Contractor.

- The cost must include all taxes, fixing, and labor including delivery charges.

- Contractor binds/undertakes that in case of any observation arising in respect of quality/performance of the goods within the warranty period, the supplier will be liable to address it at his own cost within 24 hours. Non-compliance of the same will result into initiation of a case against the company for non-commitment and forfeiting of performance security or any other action as deemed necessary.

- Any notice, request or consent required or permitted to be given or made pursuant to this agreement shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the given address.

- A party may change its address for notice by giving a notice to the other Party in writing of such change.

Performance Guarantee:

05% of the total tender amount will be retained by the Bank as "Performance Security" and will be returned to the Contractor after 90 days of completion of project, to cover the defects liability period.

Authorized Representative:

- Any action required or permitted to be taken, and any document required or permitted to be executed under this agreement by the Bank or the Contractor may be taken or executed by the officials.

Termination of Agreement by the Bank:

- If the Contractor, in the judgment of the Bank has engaged in corrupt or fraudulent practices in competing for or in executing the Agreement.



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- If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than thirty (30) days; and
- If the Bank, in its sole discretion and for any reason whatsoever, decided to terminate this Agreement.
- If two (2) unsatisfactory letters/emails are issued by the Bank for unsatisfactory performance by the supplier.

Good Faith:

- The Parties undertake to act in good faith with respect to each other's rights under this agreement and to adopt all reasonable measures to ensure the realization of the objectives of this agreement.

Settlement of Disputes:

- The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Agreement and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with the Agreement or its interpretation.
- If Parties fail to amicably settle any dispute arising out of or in connection with the Agreement within (10) days of commencement of such informal negotiations, the dispute shall be referred to arbitration of two arbitrators, one to be appointed by each party, in accordance with the Arbitration Act, 1940. Venue of arbitration shall be Muzaffarabad, AJK and proceedings of arbitration shall be conducted in English.

Conflict of Interest:

- The Contractor shall hold the Bank's interest's paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

In witnesses hereunder both the parties have set their hands on the day and year above first mentioned:

Supplier Signature: _____

Name: _____

Designation: _____

Witness Signature:

Name:

Designation:



TENDER DOCUMENT- Renovation of Al Aziz Plaza at Bela Noor Shah Muzaffarabad

Company Name: _____

Address:

Address: _____

Stamp: _____

Supplier Signature: _____

Witness Signature:

Name: _____

Name:

Designation: _____

Designation:

Company Name: _____

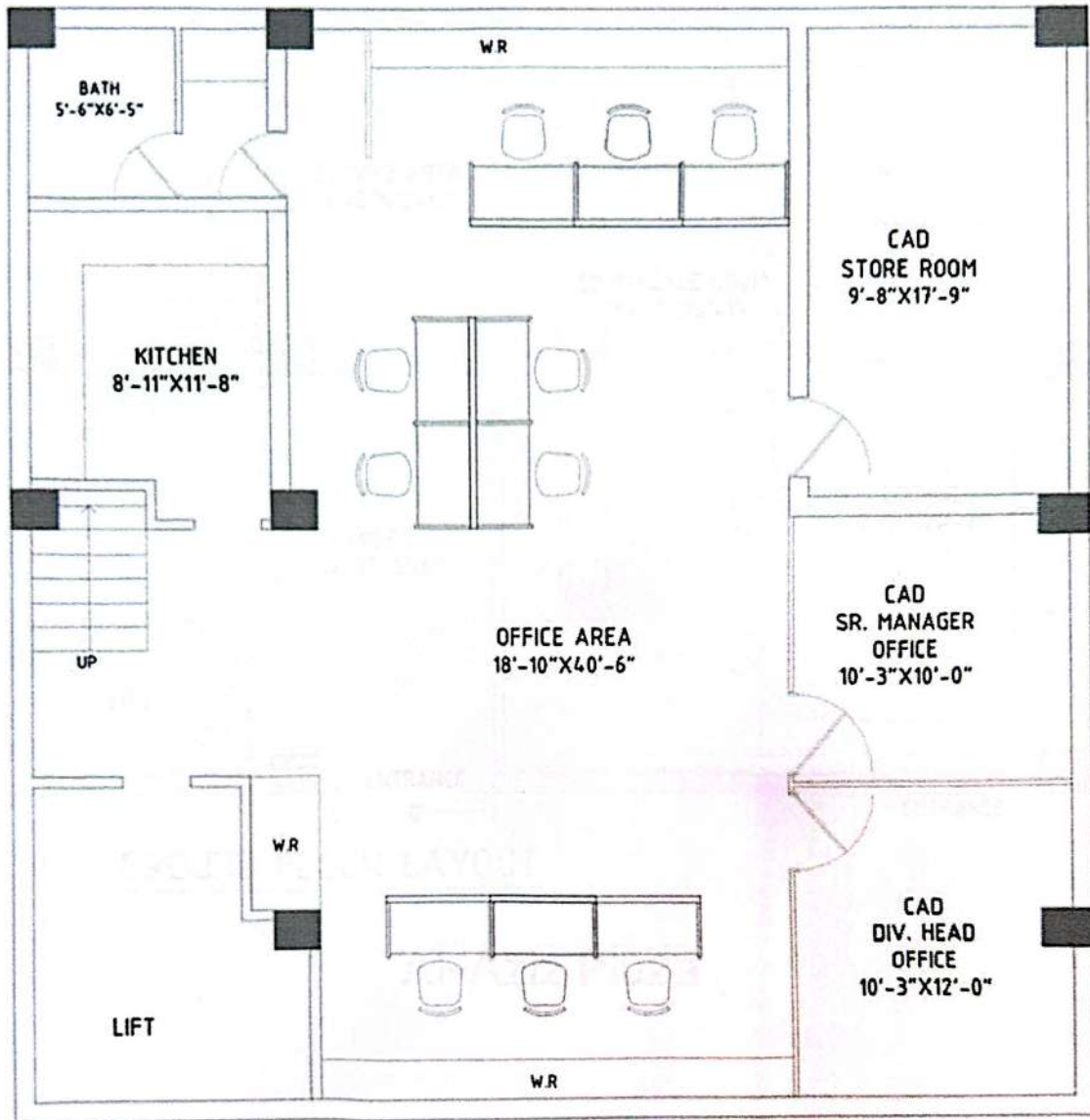
Address:

Address: _____

Stamp: _____



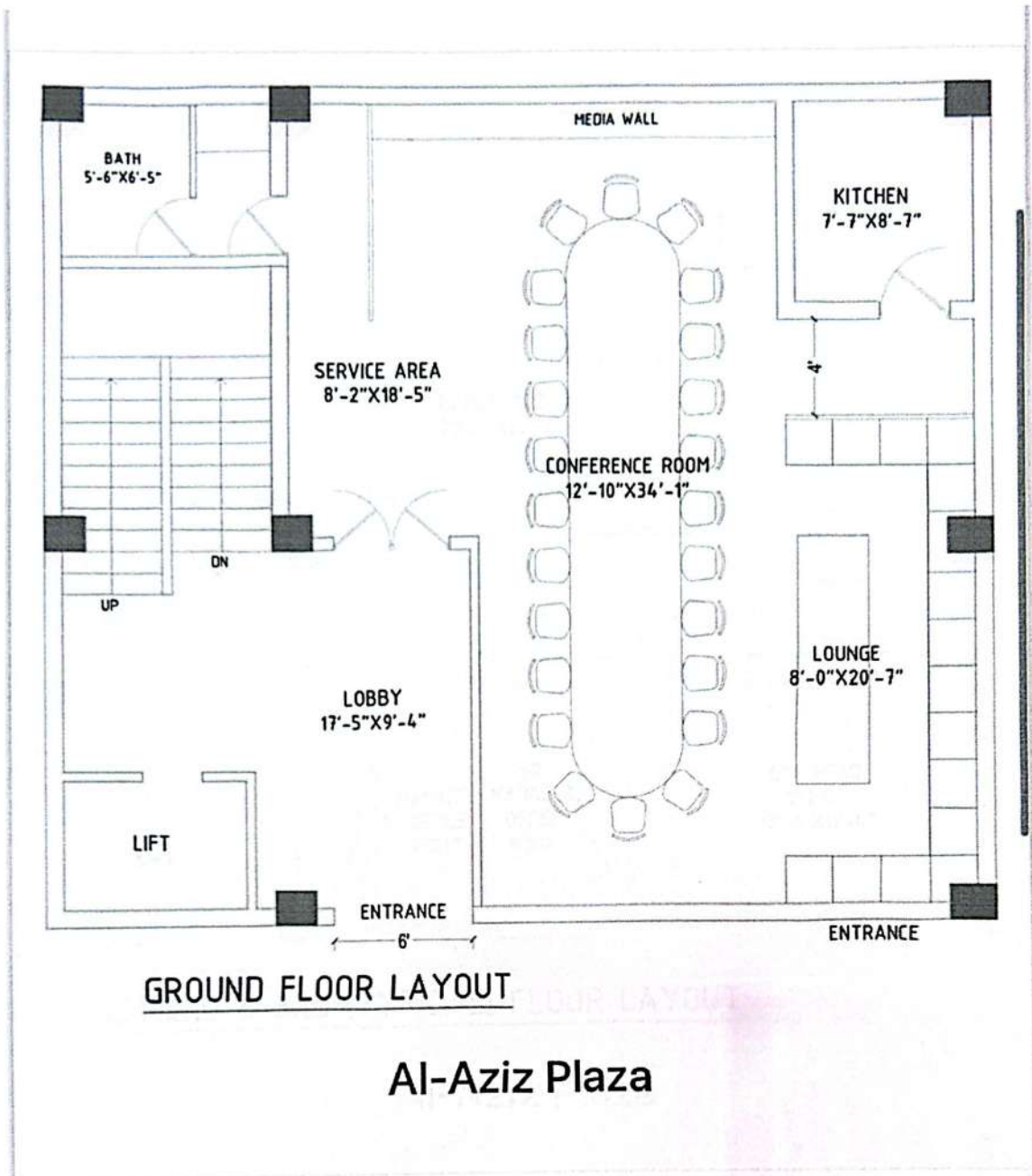
13. DRAWINGS



BASEMENT FLOOR LAYOUT

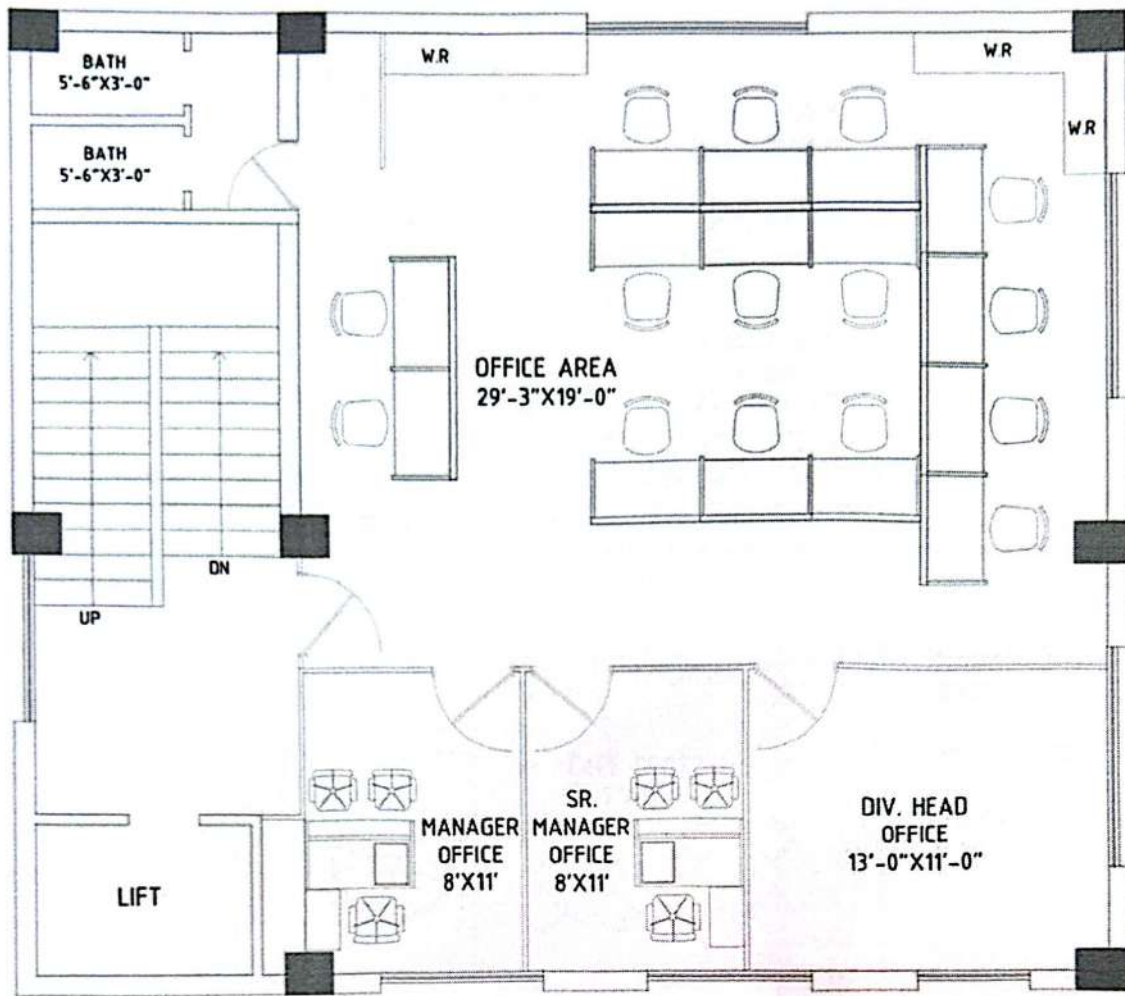
Al-Aziz Plaza





Al-Aziz Plaza

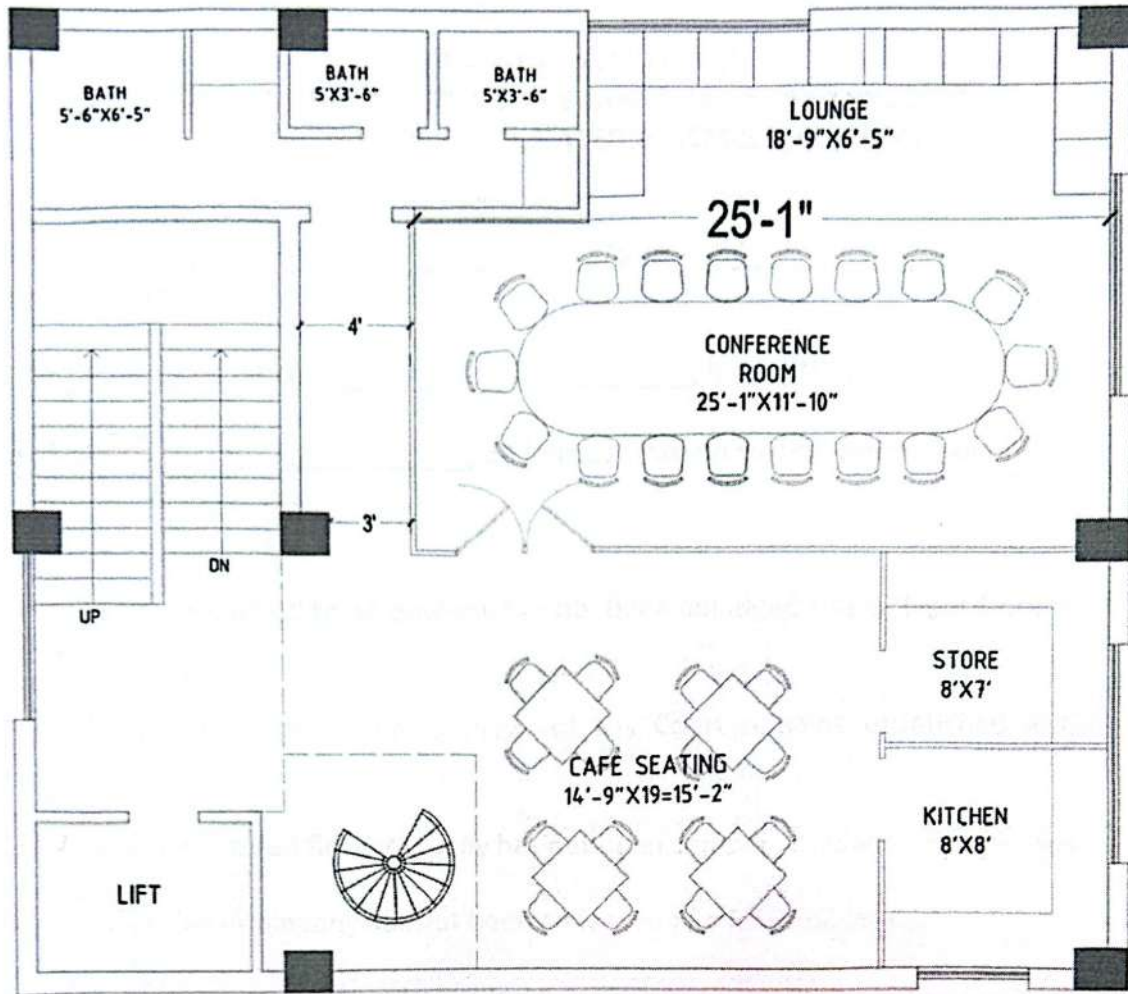




1ST, 2ND & 3RD (TYPICAL) FLOOR LAYOUT

Al-Aziz Plaza





FOURTH FLOOR LAYOUT

Al-Aziz Plaza



Annexure "I"

14. UNDERTAKING/AFFIDAVIT

To be typed on Rs.100/- Stamp Paper

AFFIDAVIT / DECLARATION
(AS REQUIRED BY THE STATE BANK OF PAKISTAN THROUGH
BPRD CIRCULAR NO.13, DATED DECEMBER, 11, 2014)

I, _____ S/o _____
Proprietor/Authorized

CEO/Representative of M/s _____, having NTN # _____

holding CNIC # _____, do hereby state on solemn affirmation as

Under:-

1. That the above-named firm/company has not been adjudged an insolvent from any Court of law.
2. That no execution of decree or order of any Court remains unsatisfied against the firm/company.
3. That the above-named firm/company has not been compounded with its creditors.
4. That my/our firm/company has not been convicted of a financial crime.
5. The firm/company has neither been blacklisted nor in any conflict with government agency in the territory of AJK or Pakistan.
6. The firm/company is not engaged in any arbitration with any government entity.

City: _____

Dated. _____

DEPONENT

(PROPRIETOR / REPRESENTATIVE)/DIRECTOR

Solemnly affirmed and stated by the above named deponent, personally, before me, on this _____ day of _____ 2025, who has been identified as per his CNIC.

COMMISSIONER FOR TAKING AFFIDAVIT

