PAKISTAN SPORTS BOARD (PSB)

REVAMPING AND REFURBISHMENT OF DIFFERENT FACILITIES AT PAKISTAN SPORTS COMPLEX, ISLAMABAD

PACKAGE 5
HVAC WORKS
AMIR KHAN BOXING ACADEMY AND HAMIDI HALL

TECHNICAL BID

BIDDING DOCUMENTS
VOLUME – I

NOVEMBER, 2026

NATIONAL ENGINEERING SERVICES PAKISTAN (PVT.) LTD.
NESPAK House, Sector G-5/2, Islamabad, Tel: 051-9221910-13, Fax: 051-9221914.

PART-A

BIDDING PROCEDURE & REQUIREMENTS

SECTION I: INVITATION FOR BIDS

Pakistan Sports Board

Bid No. ……

For

HVAC WORKS AMIRKHAN BOXING ACADEMY AND HAMIDI HALL

Invitation For Bids

Date: ……..

1. This Invitation for Bids follows the Procurement Notice (PN) or Procurement Advertisement (PA) No. -------- of for the subject Project/Procurement which appeared in [*insert media*] vide dated [*insert dates of issue of PN/PA*] and on EPADS.

2. The Procuring agency/Employer has reserved the funds for the procurement planned during the financial year [*insert the financial year*]. It is intended that part of the proceeds of the funds will be used to cover eligible payment under the contract for the [*insert the name of the contract*].

3. The Pakistan Sports Board (PSB) now invites electronic bids from eligible bidders, having valid registration with PEC in the category **C-5** and above having Specialization Cedes ME01, for the works titled **PACKAGE 5 HVAC WORKS: AMIR KHAN BOXING ACADEMY AND HAMIDI HALL for "Revamping And Refurbishment Of Different Facilities at Pakistan Sports Complex, Islamabad"** to be completed in **three (03)** months. The bidder shall have experience in Projects of ELV Works and Security Surveillance Systems. Detailed evaluation criteria is prescribed in the bidding documents. Domestic Preference is not applicable in this bid.
4. The bidding shall be conducted in line with the **Single-Stage Two Envelope Bidding** procedure prescribed under Public Procurement Rules 2004, e-Pak Procurement Regulations, 2023 and any Regulations, Regulatory Guides, Procurement Guidelines or Instructions issued by the Authority (from time to time), and is open to all potential bidders registered in the EPADS.

5. All bids must be accompanied by a Bid Security at the option of the bidder, in the form of Call Deposit Receipt (CDR)/ Pay Order or a Bank Guarantee issued by a Scheduled Bank in Pakistan or from a foreign bank duly counter guaranteed by a Scheduled Bank in Pakistan in favor of the Employer in the amount of **Rs. 20 million** or freely convertible currencies in case of foreign Bidders.

6. The electronic bids prepared in accordance with the instructions prescribed in the electronic bidding documents must be submitted through EPADS on or before **November 26, 2026 up to 11:00 am**. Electronic bids will be opened by using EPADS on the same day at **11:30 am** in the office of

   Superintending Engineer, PSB,
   Srinagar Highway, near Abpara, Islamabad.
   Ph: 051- 9202410

7. A Pre-Bid meeting will be held in the office of **Superintending Engineer, PSB,** on **_____ 2026 at 1100 hrs.**

8. Pakistan Sports Board (PSB) reserves the right to reject all Bids as per Rule 45 of Public Procurement Rules, 2026.

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SECTION II: INSTRUCTION TO BIDDERS (ITBs)

A. INTRODUCTION

1. Scope of Bid	1.1	The Procuring agency/Employer (PA), as indicated in the **Bid Data Sheet** (BDS) invites Bids for the execution of Works as specified in the BDS and **Section V- Works Requirements**. The name, identification, and number of lots (contracts) of this National/ International Competitive Bidding process are specified in the BDS.
2. Source of Funds	2.1	Source of funds as referred in Bid Data Sheet.
3. Eligible Bidders	3.1	A bidder may be natural person, company or firm or public or semi-public agency of Pakistan or any foreign country, or any combination of them with a formal existing agreement (on Judicial Papers) in the form of a joint venture or consortium. In the case of a joint venture or consortium, all members shall be jointly and severally liable for the execution of the Contract in accordance with the terms and conditions of the Contract. The joint venture or consortium shall nominate a Lead Member as nominated in the BDS, who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture or consortium during the Bidding process, and in case of award of contract, during the execution of contract. *(The limit on the number of members of JV or Consortium may be prescribed in BDS, in accordance with the guidelines issued by the PPRA).*
	3.2	The appointment of Lead Member in the joint venture or consortium shall be confirmed by submission of a valid Power of Attorney to the Procuring agency/Employer
	3.3	Verifiable copy of the agreement that forms a joint venture or consortium shall be required to be submitted as part of the Bid.
	3.4	Any bid submitted by the joint venture or consortium shall indicate the part of proposed contract to be performed by each party and each party shall be evaluated (or post qualified if required) with respect to its contribution only, and the responsibilities of each party shall not be substantially altered without prior written approval of the Procuring

		agency/Employer and in line with any instructions issued by the Authority.
	3.5	The invitation for bids is open to all prospective bidders subject to any provisions of incorporation or licensing by the respective national/ international incorporating agency or statutory body established for that particular trade or business.
	3.6 .	Foreign Bidders must be locally registered with the appropriate national incorporating body or the statutory body, before participating in the national/international competitive bidding with the exception of such procurements made by the foreign missions of Pakistan. For such purpose the bidder must have to initiate the registration process before the bid submission and the necessary evidence shall be submitted to the Procuring agency/Employer along with their bid, however, the final award will be subject to the complete registration process.
	3.7	A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidders may be considered to have a conflict of interest with one or more parties in this Bidding process, if they: a) are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring agency/Employer to provide consulting services for the preparation of design or technical specifications of the works that are the subject of the bid; or b) any of its affiliates has been hired (or is proposed to be hired) by the Procuring agency/Employer as Engineer for the Contract implementation; or c) The works to be executed are resulting from or directly related to consulting services for the preparation or implementation of the project that the bidder provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; d) have controlling shareholders in common; or e) receive or have received any direct or indirect subsidy from any of them; or f) have the same legal representative for purposes of this Bid; or

		g) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder, or influence the decisions of the Procuring agency/Employer regarding this Bidding process; or h) Submit more than one bid in this bidding process.
	3.8	A Bidder may be ineligible if – (a) he is declared bankrupt or, in the case of company or firm, insolvent; (b) payments in favor of the bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting (in accordance with the national laws) in the total or partial loss of the right to administer and dispose of its property; (c) legal proceedings are instituted against such bidder involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property; (d) the bidder is convicted, by a final judgment of a Court of Law or relevant Professional Statuary Body, of any offence involving professional conduct; (e) The bidder is debarred/ blacklisted by a national level Procuring agency/Employer and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of bid securing declaration. (f) The bidder is blacklisted or debarred by a foreign country, international organization, or other foreign institutions for the period defined by them.
	3.9	Bidders shall provide to the Procuring agency/Employer evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.

	3.10	Bidders shall provide such evidence of their continued eligibility to the satisfaction of the Procuring agency/Employer, as the Procuring agency/Employer shall reasonably request.
	3.11	Bidders shall submit proposal relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract is envisaged.
4. Eligible Material and Equipment	4.1	All the material and equipment to be mobilized under the contract shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to such materials and equipment. For this purpose, ineligible countries are stated in the section-IV titled as "Eligible Countries".
	4.2	For purposes of this Clause, "origin" means the place where the material, equipment is produced, manufactured, or processed, or through manufacture, procession, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components or the place from where the services are/to be supplied.
	4.3	The nationality of the bidder shall not determine the origin of the material and equipment.
	4.4	To establish the eligibility of the material and equipment, Bidders shall fill the country-of-origin declarations included in the Form of Bid.
5. One Bid per Bidder	5.1	A bidder shall submit only one bid, in the same bidding process, either individually as a bidder or as a member in a joint venture or any similar arrangement.
	5.2	No bidder can be a sub-contractor while submitting a bid individually or as a member of a joint venture in the same bidding process.

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6. Cost of Bidding	6.1	The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring agency/Employer shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
		B. BIDDING DOCUMENTS
7. Contents of Bidding Documents	7.1	The scope of Works, bidding procedures, and terms and conditions of the contract are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents which should be read in conjunction with any addenda issued in accordance with **ITB 9.2** include: **Section I** -Invitation for Bids **Section II** Instructions to Bidders (ITBs) **Section III** Bid Data Sheet (BDS) **Section IV** Eligible Countries **Section V** Works Requirements Technical Specifications & Schedule of Requirements **Section VI** Standard Bidding Forms **Section VII** General Conditions of Contract (GCC) **Section VIII** Special Conditions of Contract (SCC) **Section IX** Contract Forms
	7.2	The number of copies to be completed and submitted with the Bid is specified in the **BDS.**
	7.3	The Procuring agency/Employer is not responsible for the completeness of the bidding documents and their addenda, if they were not obtained directly from the Procuring agency/Employer or the signed pdf version downloaded from the website of the Procuring agency/Employer or the Authority's website or e-Procurement System as the case may be. However, Procuring agency/Employer shall place both the pdf and editable version of the same on its website and Authority's website or e-Procurement System to facilitate the bidder for filling the standard bidding forms.
	7.4	The bidder is expected to examine all instructions, forms, specifications, terms and conditions prescribed in the bidding documents. Failure to furnish all the information required in the bidding documents will be at the bidder's risk and may result in the rejection of his bid.

8. Clarification of Bidding Document, Pre-bid Meeting	8.1	A prospective bidder requiring any clarification of the bidding document may notify the Procuring agency/Employer in writing or in electronic form that provides record of the contents of communication at the Procuring agency/Employer's address indicated in the **BDS.**
	8.2	The Procuring agency/Employer will within three (3) working days after receiving the request for clarification, respond in writing or in electronic form to any request for clarification provided that such request is received not later than three (03) days prior to the deadline for the submission of Bids as prescribed in **ITB 24.1.** However, this clause shall not apply in case of alternate methods of procurement.
	8.3	Copies of the Procuring agency/Employer's response will be forwarded to all identified prospective bidders through an identified source of communication, including a description of the inquiry, but without specifying its source. In case of downloading of the bidding documents from the website of Procuring agency/Employer or e-Procurement System, the response of all such queries will also be available on the same platform available at the website.
	8.4	Should the Procuring agency/Employer deem it necessary to amend the bidding documents as a result of a clarification, it shall do so following the procedure as prescribed under **ITB 09.**
	8.5	If indicated **in the BDS**, the bidder's designated representative is invited at the bidder's cost to attend a pre-bid meeting at the place, date and time mentioned in the **BDS**. During this pre-bid meeting, prospective bidders may request clarification of the schedule of requirement, the evaluation criteria or any other aspects of the bidding documents.
	8.6	Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by bidders, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be transmitted promptly to all prospective bidders who have obtained the bidding documents. Any modification to the bidding documents that may become necessary as a result of the pre-bid meeting shall be made by the Procuring agency/Employer exclusively through the use of an Addendum pursuant to **ITB 9.** Non-attendance at the pre-bid

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		meeting will not be a cause for disqualification of a bidder.
	8.7	The bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the bidder's own expense.
	8.8	The bidder and any of its authorized personnel will be granted permission by the Procuring agency/Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the bidder and its personnel will release and indemnify the Procuring agency/Employer from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
9. Amendment of Bidding Documents	9.1	Before the deadline for submission of bids, the Procuring agency/Employer for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder or pre-bid meeting may modify the bidding documents by issuing addenda.
	9.2	Any addendum issued including the notice of any extension of the deadline shall be part of the bidding documents pursuant to **ITB 7.1** and shall be communicated in a timely manner and on equal opportunity basis. Where notification of such change, addition, modification or deletion becomes essential, such notification shall be made in a manner similar to the original advertisement. *Provided that the bidder who had either already submitted their bid or handed over the bid to the courier prior to the issuance of any such addendum shall have the right to withdraw his already filed bid and submit the revised bid prior to the original or extended bid submission deadline.*
	9.3	To give prospective bidders reasonable time in which to take an addendum/corrigendum into account in preparing their bids, the Procuring agency/Employer may, at its discretion, extend the deadline for the submission of bids: *Provided that the Procuring agency/Employer shall extend the deadline for submission of bid, if such an addendum is issued within last three (03) days of the bid submission deadline.*

C. PREPARATION OF BIDS

10. Language of Bid	10.1	The bid prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and the Procuring agency/Employer shall be written in the English language unless specified in the B**DS.** Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation of the relevant pages in the English language unless specified in the **BDS**, in which case, for purposes of interpretation of the bidder, the translation shall govern.
11. Documents Establishing Eligibility of Material, Equipment and Works, their Conformity to Bidding Documents	11.1	The bid prepared by the bidder shall constitute the following components: - a) Documentary evidence established in accordance with **ITB 11** that the material, equipment and services to be provided by the Bidder are eligible material, equipment and services, and conform to the Bidding Documents; b) Documentary evidence established in accordance with **ITB 12** that the bidder has been authorized to carry out the Construction works; c) Documentary evidence established in accordance with **ITB 12** that the bidder is eligible and/or qualified for the subject bidding process; d) Form of Bid and Bid Prices completed in accordance with **ITB 14 and 15;** **e)** Completed schedules as required, including priced Bill of Quantities in accordance with **ITB 13 & 15.** **f)** Technical Proposal completed in all aspects in accordance with **ITB-17.** g) Bid security or Bid Securing Declaration furnished in accordance with **ITB 19;** h) Alternative bids, if permissible, in accordance with **ITB 20;** i) Duly Notarized Power of Attorney authorizing the signatory of the Bidder to submit the bid**;** and j) Any other document required in the **BDS**.

	11.2	In addition to the requirements, bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all members and submitted with the bid, together with a copy of the proposed Agreement.
	11.3	The bidder shall furnish, as part of its bid, all those documents establishing the eligibility in conformity to the terms and conditions specified in the bidding documents for all material, equipment and works which the bidder proposes to execute.
	11.4	The documentary evidence of conformity of the material, equipment and works to the Bidding Documents may be in the form of literature, drawings, and data, and shall consist of: a) a detailed description of the work methodology, approach, schedule and resources to be mobilized at site; b) an item-by-item commentary on the Procuring agency/Employer's Technical Specifications demonstrating substantial responsiveness of the material, equipment and works to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications; c) any other procurement specific documentation requirement as stated in the **BDS**.
	11.5	The required documents and other accompanying documents must be in English. In case any other language than English is used the pertinent translation into English shall be attached to the original version.
12. Documents Establishing Eligibility and Qualification of the Bidder	12.1	The bidder shall furnish, as part of its bid, all those documents establishing the bidder's eligibility to participate in the bidding process and/or its qualification to perform the contract if its bid is accepted.
	12.2	The documentary evidence of the bidder's eligibility to bid shall establish to the satisfaction of the Procuring agency/Employer that the bidder, at the time of submission of its bid, is from an eligible country as defined in Section-IV titled as "Eligible Countries".
	12.3	The documentary evidence of the bidder's qualification to perform the contract if its bid is accepted shall establish to the satisfaction of Procuring agency/Employer that:

		a) The bidder has the financial and technical capability necessary to perform the Contract, meets the qualification criteria specified in Section-V, Evaluation and Qualification Criteria and **BDS**. b) In the case of a bidder not doing business within Pakistan, the bidder is or will be (if awarded the contract) represented by a local bidder (Joint Venture) in accordance with the PEC works bylaws, and in case of award of works such foreign firm is required to participate in the execution of works to carry out its obligations as prescribed in the Conditions of Contract and /or Technical Specifications. c) That the bidder meets the qualification criteria listed in Section-V, Evaluation and Qualification Criteria and **BDS.**
13. Letter of Bid and Schedules	13.1	The Letter of Bid (Technical or Financial as the case may be) and Schedules, including the Bill of Quantities, shall be prepared using the relevant forms furnished in Standard Bid Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under **ITB 22.** All blank spaces shall be filled in with the information requested.
14. Letter of Bid	14.1	The bidder shall fill the Letter of Bid (Technical or Financial as the case may be) furnished in the bidding documents. The Standard Bid Forms must be completed without any alterations to its format and no substitute shall be accepted.
15. Bid Prices	15.1	The bid prices quoted by the bidder in the Standard bid Forms, Bill of Quantities and in the Price Schedules shall conform to the requirements specified below or exclusively mentioned hereafter in the bidding documents.
	15.2	The bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. If a Price Schedule shows items listed but not priced, their prices shall be construed to be included in the prices of other items in the Bill of Quantities and will not be paid for separately by the Procuring agency/Employer.
	15.3	Items not listed in the Price Schedule shall be assumed not to be included in the bid, and provided that the bid is still substantially responsive in their absence or due to their nominal nature, the corresponding average price of the respective item(s) of the remaining substantially responsive bidder(s) shall be construed to be the price of those missing item(s):

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		Provided that: a) where there is only one (substantially) responsive bidder, or b) where there is provision for alternate proposals and the respective items are not listed in the other bids, The Procuring agency/Employer may fix the price of missing items in accordance with market survey, and the same shall be considered as final price.
	15.4	The Bid price to be quoted in the Form of Bid in accordance with **ITB 15.1** shall be the total price of the bid.
	15.5	Unless otherwise specified in the **BDS** and the Contract, the rates and prices quoted by the bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract.
	15.6	If so specified in **ITB 1.1**, bids may be invited for individual lots (contracts) or for any combination of lots (packages).
	15.7	Prices quoted by the Bidder shall be fixed during the bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable price will be treated as non-responsive and shall be rejected, pursuant to **ITB 30,** unless otherwise price adjustment is permissible under Conditions of the Contract.
	15.8	All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date twenty-eight (28) days prior to the deadline for submission of bids, shall be included in the rates and prices and the total bid price submitted by the bidder.
16. Currencies of Bid and Payment	16.1	The currency(ies) of the bid and the currency(ies) of payments shall be as specified in the **BDS.**
	16.2	For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of (financial part of) bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day.
	16.3	Bidders shall indicate details of their expected foreign currency requirements in the Bid, if prescribed in the BDS.
	16.4	Bidders may be required by the Procuring agency/Employer to clarify their foreign currency requirements, if prescribed in the

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		BDS and to substantiate that the amounts included in Lump Sum and in the **SCC** are reasonable and responsive to **ITB 16.1**.
17. Documents Comprising the Technical Proposal	17.1	The bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in **Section IV – Standard Bid Forms**, in sufficient detail to demonstrate the adequacy of the bidder's proposal to meet the work requirements and the completion time.
18. Bid Validity Period	18.1	Bids shall remain valid for the period specified in the **BDS** after the bid submission deadline prescribed by the Procuring agency/Employer. A bid valid for a shorter period shall be rejected by the Procuring agency/Employer as non-responsive. The period of bid validity will be determined from the complementary bid securing instrument i.e. the expiry period of bid security or bid securing declaration as the case may be.
	18.2	Under exceptional circumstances, prior to the expiration of the initial bid validity period, the Procuring agency/Employer may request the bidders' consent to an extension of the period of validity of their bids only once, for the period not more than the period of initial bid validity. The request and the bidders' responses shall be made in writing or in electronic forms that provide record of the content of communication. The Bid Security provided under **ITB 19** shall also be extended 28 days beyond the deadline of extended bid validity period. A bidder may refuse the request for the extension of his bid without forfeiting his bid security or causing to be executed his Bid Securing Declaration. A bidder agreeing to the request will not be required nor permitted to modify its bid, but will be required to extend the validity of its Bid Security or Bid Securing Declaration for the period of the extension, and in compliance with **ITB 19** in all respects.
19. Bid Security or Bid Securing Declaration	19.1	Pursuant to **ITB 11.1** unless otherwise specified in the **BDS**, the bidder shall furnish as part of its bid, a Bid Security in form of fixed amount not exceeding five percent of the estimated value of procurement determined by the Procuring agency/Employer and in the amount and currency specified in the **BDS** or Bid Securing Declaration as specified in the **BDS** in the format provided in **Section VI (Standard Bidding Forms).** In case Procuring agency/Employer is inviting bids in lots /

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		packages, the bidder shall be required to submit his bid security against the respective lot/ package for which he is submitting his bid, which shall not exceed five percent of the estimated value of that particular lot/ package.
	19.2	The Bid Security or Bid Securing Declaration is required to protect the Procuring agency/Employer against the risk of Bidder's conduct before award of the contract to the most advantageous bidder which would warrant the security's forfeiture, pursuant to **ITB 19.9.**
	19.3	The Bid Security shall be denominated in the local currency or in another freely convertible currency, and it shall be in the form specified in the **BDS** which shall be in any of the following: a) A bank guarantee, an irrevocable letter of credit issued by a Scheduled bank in the form provided in the Bidding Documents or another form acceptable to the Procuring agency/Employer and valid for twenty-eight (28) days beyond the end of the validity of the Bid. This shall also apply if the period for Bid Validity is extended. In either case, the form must include the complete name of the bidder; b) A cashier's or certified cheque; or c) Another security as indicated in the **BDS.**
	19.4	The Bid Security or Bid Securing Declaration shall be in accordance with the Form of the Bid Security or Bid Securing Declaration included in **Section VI (Standard Bidding Forms)** or another form approved by the Procuring agency/Employer prior to the bid submission.
	19.5	The Bid Security shall be payable promptly upon written demand by the Procuring agency/Employer in case any of the conditions listed in **ITB 19.9** are invoked.
	19.6	Any bid not accompanied by a Bid Security or Bid Securing Declaration in accordance with **ITB 19.1 or 19.3** shall be rejected by the Procuring agency/Employer and shall be declared as non-responsive bid, pursuant to **ITB 30.**
	19.7	Unsuccessful bidders' Bid Security will be discharged or returned as promptly as possible, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Procuring agency/Employer pursuant to **ITB 18.** The Procuring agency/Employer shall make no claim to the

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		amount of the Bid Security, and shall promptly return the Bid Security document, after whichever of the following that occurs earliest: (a) The expiry of the Bid Security; (b) The entry into force of a procurement contract and the provision of a performance security (or guarantee), for the performance of the contract if such a security (or guarantee), is required by the Biding documents; (c) The rejection by the Procuring agency/Employer of all Bids; (d) The withdrawal of the bid prior to the deadline for the submission of bids, unless the biding documents stipulate that no such withdrawal is permitted.
	19.8	The successful bidder's Bid Security will be discharged upon the bidder signing the contract pursuant to **ITB 47,** or furnishing the performance security (or guarantee), pursuant to **ITB 48**.
	19.9	The Bid Security may be forfeited or the Bid Securing Declaration executed: a) if a Bidder: i) Withdraws its Bid during the period of Bid Validity as specified by the Procuring agency/Employer, and referred by the bidder on the Form of Bid except as provided for in **ITB 18.2**; or ii) Does not accept the correction of errors pursuant to **ITB 32;** or b) In the case of a successful bidder, if the bidder fails: i) to sign the contract in accordance with **ITB 47**; or ii) to furnish performance security (or guarantee) in accordance with **ITB 48.**
	19.10	In case of Bid Security issued by the foreign bank is allowed by the Procuring agency/Employer, the same should be counter guaranteed by a corresponding bank in Pakistan. Furthermore, in case of joint venture, it should be in the name of Joint venture to ensure joint responsibility.
20. Alternative Bids by Bidders	20.1	Bidders shall submit offers that comply with the requirements of the bidding documents, including the basic bidder's technical design as indicated in the specifications and Bill of Quantities. Alternatives will not be considered, unless specifically allowed for in the **BDS**. If so allowed, **ITB 20**

		shall prevail.
	20.2	When alternative schedule for execution of works is explicitly invited, a statement of that effect will be included in the **BDS** as will the method for evaluating different schedule for execution of works.
	20.3	If so allowed in the **BDS**, bidders wishing to offer technical alternatives to the requirements of the bidding documents must also submit a bid that complies with the requirements of the bidding documents, including the basic technical design as indicated in the specifications. In addition to submitting the basic bid, the bidder shall provide all information necessary for a complete evaluation of the alternative by the Procuring agency/Employer, including technical specifications, breakdown of prices, and other relevant details. Only the technical alternatives, if any, of the Most Advantageous Bidder conforming to the basic technical requirements (without altering the bid price) shall be considered by the Procuring agency/Employer.
21. Withdrawal of Bids	21.1	Before bid submission deadline, any bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and the corresponding must accompany the respective written notice.
	21.2	Bids requested to be withdrawn in accordance with **ITB 21.1** shall be returned unopened to the bidders.
22. Format and Signing of Bid	22.1	The Bidder shall prepare an original and the number of copies of the bid as indicated in the **BDS**, clearly marking each **"ORIGINAL"** and **"COPY"** as appropriate. In the event of any discrepancy between them, the original shall prevail: *Provided that except in Single Stage One Envelope Procedure, the bid shall include only the copies of technical proposal.*
	22.2	The original and the copy (ies) of the bid shall be typed or written in indelible ink and shall be signed by the bidder or a person or persons duly authorized to sign on behalf of the bidder. This authorization shall consist of a written confirmation as specified in the **BDS** and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.

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	22.3	Any interlineations, erasures, or overwriting shall be valid only if they are signed by the person(s) authorized for signing the Bid.

D. SUBMISSION OF BIDS

23. Sealing and Marking of Bids	23.1	In case of Single Stage One Envelope Procedure, the bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as **"ORIGINAL"** and **"COPY".** The envelopes shall then be sealed in an outer envelope securely sealed in such a manner that opening and resealing cannot be achieved undetected. **Note:** *The envelopes shall be sealed and marked in accordance with the bidding procedure adopted as referred in Rule-36 of Public Procurement Rules,2004.*
	23.2	The inner and outer envelopes shall: a) be addressed to the Procuring agency/Employer at the address given in the **BDS**; and b) bear the title of the subject procurement or project name, as the case may be as indicated in the **BDS**, the Invitation for Bids (ITB) title and number indicated in the **BDS**, and a statement: **"DO NOT OPEN BEFORE",** to be completed with the time and the date specified in the **BDS**, pursuant to **ITB 24.1.**
	23.3	In case of Single Stage Two Envelope Procedure, The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Proposal and the other Financial Proposal. Both envelopes to be enclosed together in an outer single envelope called the Bid. Each Bidder shall submit his bid as under: a) Bidder shall submit his **TECHNICAL PROPOSAL** and **FINANCIAL PROPOSAL** in separate inner envelopes and enclosed in a single outer envelope. b) **ORIGINAL** and each copy of the Bid shall be separately sealed and put in separate envelopes and marked as such. c) The envelopes containing the **ORIGINAL** and copies will be put in one sealed envelope and addressed / identified as given in **ITB 23.2.**
	23.4	The inner and outer envelopes shall: a) be addressed to the Procuring agency/Employer at the address provided in the **BDS**;

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		b) bear the name and identification number of the contract as defined in the **BDS**; and provide a warning not to open before the time and date for bid opening, as specified in the **BDS** pursuant to **ITB 24.1.** c) In addition to the identification required in **ITB 23** hereof, the inner envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared "late" pursuant to **ITB 25.**
	23.5	If all envelopes are not sealed and marked as required by **ITB 23.2**, **ITB 23.3** and **ITB 23.4** or incorrectly marked, the Procuring agency/Employer will assume no responsibility for the misplacement or premature opening of bid.
24. Deadline for Submission of Bids	24.1	Bids shall be received to the Procuring agency/Employer no later than the date and time specified in the **BDS.**
	24.2	The Procuring agency/Employer may, under exceptional circumstances and at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with **ITB 9**, in which case all rights and obligations of the Procuring agency/Employer and bidders previously subject to the deadline will thereafter be subject to the new deadline.
25. Late Bids	25.1	The Procuring agency/Employer shall not consider for evaluation of any bid that arrives after the deadline for submission of bids, in accordance with **ITB 24**.
	25.2	Any bid received by the Procuring agency/Employer after the deadline for submission of bids shall be declared late, recorded, rejected and returned unopened to the bidder.
26. Substitution and Modification of bids	26.1	A bidder may substitute or modify his bid after it has been submitted, provided that written notice of the substitution or modification of the bid, is received by the Procuring agency/Employer prior to the deadline for submission of bids.
	26.2	Revised bid may be submitted after the substitution or modification made in the original bid in accordance with the provisions referred in **ITB 22.**

E. OPENING AND EVALUATION OF BIDS

27. Opening of Bids	27.1	The Procuring agency/Employer will open all bids, in public, in the presence of bidders' or their representatives who choose to attend, and other parties with a legitimate interest in the bid proceedings at the place, on the date and at the time, specified in the **BDS**. The bidders' representatives present shall sign a attendance sheet as a proof of their attendance.
	27.2	First, envelopes marked **"WITHDRAWAL"** shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening.
	27.3	Second, outer envelopes marked **"SUBSTITUTION"** shall be opened. The inner envelopes containing the Substitution Bid shall be exchanged for the corresponding Original Bid being substituted, which is to be returned to the bidder unopened. No envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.
	27.4	Next, outer envelopes marked **"MODIFICATION"** shall be opened. No Technical Proposal and/or Financial Proposal shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of the bids. Any modification shall be read out along with the Original Bid except in case of Single Stage Two Envelope Procedure where only the Technical Proposal, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Financial Proposal, both Original and Modification, will remain unopened till the prescribed financial bid opening date.
	27.5	Other envelopes holding the bids shall be opened one at a time, in case of Single Stage One Envelope Procedure, the bidders' names, the bid prices, the total amount of each bid and of any alternative bid (if alternatives have been requested or permitted), the presence or absence of Bid Security, Bid Securing Declaration and such other details as the Procuring agency/Employer may consider appropriate, will be announced by the Procurement Evaluation Committee.

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	27.6	In case of Single Stage Two Envelope Procedure, the Procuring agency/Employer will open the Technical Proposals in public at the address, date and time specified in the **BDS** in the presence of bidders' designated representatives who choose to attend and other parties with a legitimate interest in the bid proceedings. The Financial Proposals will remain unopened and will be held in custody of the Procuring agency/Employer until the specified time of their opening.
	27.7	The envelopes holding the Technical Proposals shall be opened one at a time, and the following read out and recorded: (a) the name of the bidder; (b) whether there is a modification or substitution; (c) the presence of a Bid Security or Bid Securing Declaration, if required; and (d) Any other details as the Procuring agency/Employer may consider appropriate.
	27.8	Bids not opened and not read out at the bid opening shall not be considered further for evaluation, irrespective of the circumstances.
	27.9	Bidders are advised to send in a representative with the knowledge of the content of the bid who shall verify the information read out from the submitted documents. Failure to send a representative or to point out any un-read information by the sent bidder's representative shall indemnify the Procuring agency/Employer against any claim or failure to read out the correct information contained in the bidder's bid.
	27.10	No bid will be rejected at the time of bid opening except for late bids which will be returned unopened to the bidder, pursuant to **ITB 25.**
	27.11	The Procuring agency/Employer shall prepare minutes of the bid opening. The record of the bid opening shall include, as a minimum: the name of the bidder and whether or not there is a withdrawal, substitution or modification, the bid price if applicable and the presence or absence of a Bid Security or Bid Securing Declaration.
	27.12	The bidders' representatives who are present shall be requested to sign on the attendance sheet. The omission of a bidder's signature on the record shall not invalidate the contents and affect the record. A copy of the record shall be distributed to all the bidders.
	27.13	A copy of the minutes of the bid opening shall be furnished to individual bidders upon request.

	27.14	In case of Single Stage -Two Envelop Bidding Procedure, after the announcement of technical evaluation report, the Procuring agency/Employer, shall at a time within the bid validity period, publicly open the financial proposals of the technically responsive bidder only. The financial proposal of bidders found technically non-responsive shall be returned un-opened to the respective bidders after seven days of the announcement of technical evaluation report, except those aggrieved bidder(s) whose complaints are pending before the Grievance Redressal Committee.
28. Confidentiality	28.1	Information relating to the examination, clarification, evaluation and comparison of bids and recommendation of contract award shall not be disclosed to bidders or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report.
	28.2	Any effort by a bidder to influence the Procuring agency/Employer processing of bids or award decisions may result in the rejection of its bid.
	28.3	Notwithstanding **ITB 28.2** from the time of bid opening to the time of contract award, if any bidder wishes to contact the Procuring agency/Employer on any matter related to the bidding process, it should do so in writing or in electronic forms that provides record of the content of communication.
29. Clarification of Bids	29.1	To assist in the examination, evaluation and comparison of bids, the Procuring agency/Employer may, ask any bidder for a clarification of its bid including breakdown of prices invariably in writing. Any clarification submitted by a bidder that is not in response to a request by the Procuring agency/Employer shall not be considered.
	29.2	The request for clarification and the response shall be in writing or in electronic forms that provide record of the content of communication. No change in the prices or substance of the bid shall be sought, offered, or permitted, except clarification for the correction of arithmetic errors discovered by the Procuring agency/Employer during the evaluation of bids which shall be sought in accordance with **ITB 32**.
	29.3	The alteration or modification in the bid which in any case affect the following parameters will be considered as a change in the substance of a bid: a) evaluation & qualification criteria;

		b) required scope of work; c) contract price; d) all securities requirements; e) tax requirements; f) terms and conditions of bidding documents. g) change in the ranking of the bidder
	29.4	From the time of bid opening to the time of Contract award if any bidder wishes to contact the Procuring agency/Employer on any matter related to the bid it should do so in writing or in electronic forms that provide record of the content of communication.
30. Preliminary Examination of Bids	30.1	Prior to the detailed evaluation of bids, the Procuring agency/Employer will determine whether each bid: a) meets the eligibility criteria defined in **ITB 3** and **ITB 4**; b) has been prepared as per the format and contents defined by the Procuring agency/Employer in the bidding documents; c) has been properly signed; d) is accompanied by the required securities; and e) is substantially responsive to the requirements of the bidding documents. The Procuring agency/Employer's determination of a bid's substantial responsiveness will be based on the contents of the bid itself.
	30.2	A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one that: - a) affects in any substantial way the scope, quality, or performance of the Works; b) limits in any substantial way, inconsistent with the bidding documents, the Procuring agency/Employer's rights or the bidders' obligations under the Contract; or c) if rectified, would affect unfairly the competitive

		position of other bidders presenting substantially responsive bids.
	30.3	The Procuring agency/Employer will confirm that the documents and information specified under **ITB 11, 12** and **13** have been provided in the bid. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Bidders, the bid shall be rejected.
	30.4	The Procuring agency/Employer may waive-off any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder. ***Explanation:*** *A minor informality, non-conformity or irregularity is one that is merely a matter of form and not of substance. It also pertains to some immaterial defect in a Bid or variation of a bid from the exact requirements of the invitation that can be corrected or waived without being prejudicial to other bidders. The defect or variation is immaterial when the effect on quantity, quality, or delivery is negligible when contrasted with the total cost or scope of the works. The Procuring agency/Employer either shall give the bidder an opportunity to cure any deficiency resulting from a minor informality or irregularity in a bid or waive the deficiency, whichever is advantageous to the Procuring agency/Employer. Examples of minor informalities or irregularities include failure of a bidder to –* (a) *Submit the number of copies of signed bids required by the invitation;* (b) *Furnish required information concerning the number of its employees;* (c) *the firm submitting a bid has formally adopted or authorized, before the date set for opening of bids, the execution of documents by typewritten, printed, or stamped signature and submits evidence of such authorization and the bid carries such a signature.*
	30.5	Provided that a Technical Bid is substantially responsive, the Procuring agency/Employer may request the bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial

		nonconformities or omissions in the Technical Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any such aspect of the technical Proposal linked with the ranking of the bidders. Failure of the bidder to comply with the request may result in the rejection of its bid.
	30.6	Provided that a Technical Bid is substantially responsive, the Procuring agency/Employer shall rectify quantifiable nonmaterial nonconformities or omissions related to the Financial Proposal. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the missing or nonconforming item or component.
	30.7	If a bid is not substantially responsive, it will be rejected by the Procuring agency/Employer and may not subsequently be evaluated for complete technical responsiveness.
31. Examination of Terms and Conditions; Technical Evaluation	31.1	The Procuring agency/Employer shall examine the bid to confirm that all terms and conditions specified in the **GCC** and the **SCC** have been accepted by the bidder without any material deviation or reservation. For this purpose: "Deviation" means departure from the requirements specified in the Bidding Document. "Reservation" means setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document.
	31.2	The Procuring agency/Employer shall evaluate the technical aspects of the bid submitted in accordance with **ITB 31,** to confirm that all requirements specified in **Section V – Works Requirement**, **Technical Specifications of** the Bidding Documents have been met without material deviation or reservation.
	31.3	If after the examination of the terms and conditions and the technical evaluation, the Procuring agency/Employer determines that the bid is not substantially responsive in accordance with **ITB 30,** it shall reject the bid.

32. Correction of Arithmetic Errors	32.1	Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: - a) if there is a discrepancy between unit prices and the sub-total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the sub-total price shall be corrected, unless in the opinion of the Procuring agency/Employer there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected; b) if there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail, and the total shall be corrected; and c) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern. d) Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.
	32.2	The amount stated in the Bid will, be rectified by the Procuring agency/Employer in accordance with the above procedure for the correction of errors and, with, the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount, its bid shall be rejected after forfeiture of Bid Security or execution of the Bid Securing Declaration, as the case may be, in accordance with **ITB 19.9.**

33. Conversion to Single Currency	33.1	The unit rates and the prices shall be quoted by the bidder entirely in Pak rupees. A bidder expecting to incur expenditures in other currencies for inputs to the Works from outside the Procuring agency/Employer's country (referred to as the "Foreign Currency Requirements") shall indicate the same in the letter of bid-financial proposal. The proportion of the Bid Price (excluding Provisional Sums) needed by him for the payment of such Foreign Currency Requirements either (i) entirely in the currency of the Bidder's home country or, (ii) at the bidder's option, entirely in Pak rupees provided always that a bidder expecting to incur expenditures in a currency or currencies other than those stated in (i) and (ii) above for a portion of the foreign currency requirements, and wishing to be paid accordingly, shall indicate the respective portions in his bid.
	33.2	To facilitate evaluation and comparison, the Procuring agency/Employer will convert all bid prices expressed in the amounts in various currencies in which the bid prices are payable. For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of (financial part of) bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day.
	33.3	The currency selected for converting bid prices to a common base for the purpose of evaluation, along with the source and date of the exchange rate, are specified in the **BDS**.
34. Evaluation of Bids	34.1	The Procuring agency/Employer shall evaluate and compare only the bids determined to be substantially responsive, pursuant to **ITB 30**.
	34.2	In evaluating the Technical Proposal of each Bid, the Procuring agency/Employer shall use the criteria and methodologies listed in the **BDS** and in terms of works requirement. No other evaluation criteria or methodologies shall be permitted.
	34.3	The Procuring agency/Employer's evaluation of a bid will take into account: a) the bid price, excluding provisional sums and the provision, if any, for contingencies in the summary bill;

		of quantities, but including day work items, where priced competitively; b) price adjustment for correction of arithmetic errors in accordance with **ITB 32.1;** c) converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with **ITB 33**;
	34.4	The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.
	34.5	If these bidding documents allow bidders to quote separate prices for different lots, and the award to a single bidder of multiple lots, the methodology of evaluation to determine the lowest evaluated lot combinations in the Form of Bid, is specified in the **BDS.**
	34.6	If the bid, which results in the Evaluated Bid Price (Most Advantageous Bid), is seriously unbalanced or front loaded in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the performance security be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract. **Explanation:** *"Unbalanced" or "front-loaded" bids consist of deliberately submitting bids with artificially high prices or unit rates for the early stages of a construction project, offset by artificially low prices or unit rates for the later stages of the project, to improve the contractor's cash flow.*

35. Domestic Preference	35.1	If the **BDS** so specifies, the Procuring agency/Employer will grant a margin of preference to the domestic contractor in line with the rules, regulations, regulatory guides or instructions issued by the Authority from time to time.
36. Determination of Most Advantageous Bid	36.1	The Procuring agency/Employer shall compare the evaluated bids in accordance with the predefined bidding procedure, of all substantially responsive bids to determine the Most Advantageous bidder.
37. Qualification of Bidder	37.1	The Procuring agency/Employer shall determine to its satisfaction whether the bidder is substantially responsive and whose bid is declared as most advantageous bid either continues to meet (if prequalification applies) or meets (if post-qualification applies) the qualifying criteria specified in Evaluation and Qualification Criteria. *Note: In case of International bidding, the parameters for incorporation or licensing within Pakistan may be fulfilled as part of post qualification.*
	37.2	The determination shall be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder, pursuant to **ITB 12**.
	37.3	Prior to contract award, the Procuring agency/Employer will verify that the successful bidder (including each member of a JV) is not blacklisted/debarred. The Procuring agency/Employer will conduct the same verification for each sub-contractor proposed by the successful bidder.
38. Sub-Contractors	38.1	The bidder shall provide details regarding any specialized sub-contractor to the Procuring agency/Employer. In case change of sub-contractors, the bidder shall promptly notify the Procuring agency/Employer and obtain approval for replacement of sub-contractors.
	38.2	Bidders may propose sub-contracting up to the percentage of total value of contracts or the volume of works as specified in the **BDS.**

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39. Abnormally Low Financial Bid	39.1	Where the bid price is considered to be abnormally low, the Procuring agency/Employer shall perform price analysis either during determination of Most Advantageous Bid or as a part of the post-qualification process. The following process shall apply: a) The Procuring agency/Employer may reject a bid if the Procuring agency/Employer has determined that the price in combination with other constituent elements of the bid is abnormally low in relation to the subject matter of the procurement (i.e. scope of the procurement or ancillary services) and raises concerns as to the capability and capacity of the respective Bidder to perform that contract; b) Before rejecting an abnormally low bid the Procuring agency/Employer shall request the bidder an explanation of the bid or of those sections which it considers contribute to the bid being abnormally low; take account of the evidence provided in response to a request in writing; and subsequently verify the bid or parts of the bid being abnormally low; c) The decision of the Procuring agency/Employer to reject a bid and reasons for the decision shall be recorded in the procurement proceedings and promptly communicated to the bidder concerned; d) The Procuring agency/Employer shall not incur any liability solely by rejecting abnormally bid; and e) An abnormally low bid means, in the light of the Procuring agency/Employer's estimate and of all the bids submitted, the bid appears to be abnormally low by not providing a margin for normal levels of profit. **Guidance for Procuring agency/Employer:** In order to identify the Abnormally Low Bid (ALB) following approaches can be considered to minimize the scope of subjectivity: (i) Comparing the bid price with the cost estimate; (ii) Comparing the bid price with the bids offered by other bidders submitting substantially responsive bids; and (iii) Comparing the bid price with prices paid in similar contracts in the recent past either government- or development partner-funded.

	39.2	The Procuring agency/Employer will determine to its satisfaction whether the bidder that is selected as having submitted the most advantageous bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in **ITB 12**
	39.3	The determination will take into account the bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder, pursuant to **ITB 12,** as well as such other information as the Procuring agency/Employer deems necessary and appropriate. Factors not included in these bidding documents shall not be used in the evaluation of the bidders' qualifications.
	39.4	Procuring agency/Employer may seek "Certificate for Independent Price Determination" from the bidder and the results of reference checks may be used in determining award of contract. ***Explanation:*** *The Certificate shall be furnished by the bidder. The bidder shall certify that the price is determined keeping in view of all the essential aspects such as raw material, its processing, value addition, optimization of resources due to economy of scale, transportation, insurance and margin of profit etc.*
	39.5	An affirmative determination will be a prerequisite for award of the contract to the bidder. A negative determination will result in rejection of the bidder's bid, in which event the Procuring agency/Employer will proceed to the next ranked bidder to make a similar determination of that bidder's capabilities to perform satisfactorily.

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F. AWARD OF CONTRACT

40. Criteria of Award	40.1	Subject to **ITB 36** and **37**, the Procuring agency/Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has been declared as Most Advantageous Bidder, provided that such bidder has been determined to be: a) eligible in accordance with the provisions of **ITB 3;** b) is determined to be qualified to perform the Contract satisfactorily; and c) Successful negotiations have been concluded, if any.
41. Negotiations	41.1	The Committee of the Procuring agency/Employer may negotiate with the Most Advantageous Bidder relating to the following areas: (a) a minor alteration to the technical (drawings, design technical specifications) details of the statement of works; (b) Methodology, work plan, staffing in view to streamline the work; (c) a minor amendment to the special conditions of Contract; (d) finalizing payment arrangements; (e) clarifying details that were not apparent or could not be finalized at the time of Bidding;
	41.2	Where negotiation fails to result into an agreement, the Procuring agency/Employer may invite the next ranked bidder for negotiations. Where negotiations are commenced with the next ranked bidder, the Procuring agency/Employer shall not reopen earlier negotiations.
42. Procuring agency/Employer's Right to reject All Bids	42.1	Notwithstanding **ITB 37**, the Procuring agency/Employer reserves the right to reject all the bids, and to annul the bidding process at any time prior to acceptance of bid, without thereby incurring any liability to the affected bidder(s). However, the Authority (i.e. PPRA) may call from the Procuring agency/Employer the justification of those grounds.
	42.2	Notice of the rejection of all bids shall be given promptly to all bidders that have submitted bids.
	42.3	The Procuring agency/Employer shall upon request communicate to any bidder the grounds for its rejection of its bids, but is not required to justify those grounds.

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43. Variations	43.1	The Engineer shall make any variation in the quantity of the Works or any part thereof that may, in his opinion, be necessary and for that purpose, or if for any other reason it shall, in his opinion, be appropriate, he shall have the authority to instruct the Contractor to do and the Contractor shall do any of the following: a) increase or decrease the quantity of any work included in the Contract, b) omit any such work (but not if the omitted work is to be carried out by the Employer or by another contractor), c) change the character or quality or kind of any such work, d) change the levels, lines, position and dimensions of any part of the Works, e) execute additional work of any kind necessary for the completion of the Works, or f) change any specified sequence or timing of construction of any part of the Works. No such variation shall in any way vitiate or invalidate the Contract, but the effect, if any, of all such variations shall be valued in accordance with **ITB 15**. Provided that where the issue of an instruction to vary the Works is necessitated by some default of or breach of contract by the Contractor or for which he is responsible, any additional cost attributable to such default shall be borne by the Contractor.
44. Instructions for variations	44.1	The Contractor shall not make any such variation without an instruction of the Engineer. Provided that no instruction shall be required for increase or decrease in the quantity of any work where such increase or decrease is not the result of an instruction given under this Clause, but is the result of the quantities exceeding or being less than those stated in the Bill of Quantities.
45. Valuation of Variations	45.1	All variations and any additions to the Contract Price which are required to be determined in accordance with **ITB 15** (for the purposes of this Clause referred to as "varied work"), shall be valued at the rates and prices set out in the Contract if, in the opinion of the Engineer, the same shall be applicable. If the Contract does not contain any rates or prices applicable to the varied work, the rates and prices in the Contract shall be used as the basis for valuation so far as may be reasonable, failing which, after due consultation by the Engineer with the

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		Procuring agency/Employer and the Contractor, suitable rates or prices shall be agreed upon between the Engineer and the Contractor. In the event of disagreement, the Engineer shall fix such rates or prices as are, in his opinion, appropriate and shall notify the Contractor accordingly, with a copy to the Employer. Until such time as rates or prices are agreed or fixed, the Engineer shall determine provisional rates or prices to enable on-account payments to be included in certificates issued in accordance with **ITB 15.**
46. Notification of Award	46.1	Prior to the award of contract, the Procuring agency/Employer shall issue a Final Evaluation Report giving justification for acceptance or rejection of the bids.
	46.2	Where no complaints have been lodged, the bidder whose bid has been accepted will be notified of the award by the Procuring agency/Employer prior to expiration of the bid validity period in writing or through electronic means that provide record of the content of communication. However, the Procuring agency/Employer shall not award any procurement contract atleast for fifteen (15) days after the acceptance of bid. The notification letter (herein after and in the condition of the contract and contract form called "Letter of Acceptance" will specify the sum that the Procuring agency/Employer will pay the successful bidder in consideration for the execution and completion of the works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).
	46.3	The notification of award will constitute the formation of the Contract, subject to the bidder furnishing the Performance Security (or guarantee) in accordance with **ITB 48** and signing of the contract in accordance with **ITB 47.**
	46.4	Upon the successful bidder's furnishing of the performance security (or guarantee) pursuant to **ITB 48**, the Procuring agency/Employer will promptly notify each unsuccessful bidder, the name of the successful bidder and the Contract amount and will discharge the Bid Security or Bid Securing Declaration of the bidder(s) pursuant to **ITB 19**.
47. Signing of Contract	47.1	Promptly after notification of award, Procuring agency/Employer shall send the successful bidder the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract.
	47.2	Immediately after the Redressal of grievance by the GRC, and

		after fulfillment of all conditions precedent of the Contract Form, the successful bidder and the Procuring agency/Employer shall sign the contract.
	47.3	Where no formal signing of a contract is required, work order issued to the bidder shall be construed to be the contract.
48. Performance Security (or Guarantee)	48.1	After the receipt of the Letter of Acceptance, the successful bidder, within the specified time, shall deliver to the Procuring agency/Employer a Performance Guarantee in the amount and in the form stipulated in the **BDS and SCC**, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.
	48.2	If the Performance Guarantee is provided by the successful bidder and it shall be in the form specified in the **BDS** which shall be in any of the following: (a) certified cheque, cashier's or manager's cheque, or bank draft; (b) irrevocable letter of credit issued by a scheduled bank of Pakistan or in the case of an irrevocable letter of credit issued by a foreign bank, the letter shall be confirmed or authenticated by a scheduled bank of Pakistan; (c) bank guarantee confirmed by a reputable local bank or, in the case of a successful foreign bidder, bonded by a foreign bank; or (d) surety bond callable upon demand issued by any reputable surety or insurance company. Any Performance Guarantee submitted shall be enforceable in Pakistan.
	48.3	Failure of the Most Advantageous Bidder to comply with the requirement of **ITB 47** shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security or declare blacklisted (in case bid securing declaration is submitted) in which event the Procuring agency/Employer may make the award to the next most advantageous bidder or reinitiate the procurement process afresh (as a case may be).
49. Advance Payment	49.1	Advance payment will be provided to the bidder in percentage and in the manner as agreed by the both parties in terms of Conditions of the Contract.
	49.2	The Procuring agency/Employer will provide an advance payment as stipulated in the Conditions of Contract, subject to a maximum amount, as stated and/or Conditions of the Contract.

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		The advance payment request shall be accompanied by an advance payment security (guarantee) in the form provided in Section X. For the purpose of receiving the advance payment, the bidder shall make and estimate of, and include in its bid, the expenses that will relate to the purchase of equipment, machinery, materials, and on the engagement of labor during the first month beginning with the date of the Procuring agency/Employer's "Notice to Commence" as specified in the **SCC.**
50. General Performance of the Bidders	50.1	The Procuring agency/Employer reserves the right to obtain information regarding performance of the bidders on their previously awarded contracts / works. The Procuring agency/Employer may seek information / report from the previous employer for consideration. However, the Procuring agency/Employer shall incorporate such parameters in the evaluation criteria and accordingly decide the fate of the bid submitted.
51. Corrupt & Fraudulent Practices	51.1	Procuring agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/Suppliers/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts, and will avoid to engage in any corrupt and fraudulent practices.

F. GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM

52. Constitution of Grievance Redressal	52.1	Procuring agency/Employer shall constitute a Grievance Redressal Committee (GRC) comprising of odd number of persons with proper power and authorization to address the complaint. The GRC shall not have any of the members of Procurement Evaluation Committee. The committee must have one subject specialist depending the nature of the procurement.
53. GRC Procedure	53.1	Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the prequalification or bidding documents found contrary to provision of Procurement Regulatory Framework, and the same shall be addressed by the GRC well before the bid submission deadline.
	53.2	Any bidder feeling aggrieved by any act of the Procuring agency/Employer after the submission of his bid may lodge a written complaint concerning his grievances not later than

		seven days of the announcement of technical evaluation report and five days after issuance of final evaluation report.
	53.3	In case, the complaint is filed against the technical evaluation report, the GRC shall suspend the procurement proceedings.
	53.4	In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report: Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelope bidding procedure is adopted.
	53.5	The GRC, in both the cases shall investigate and decide upon the complaint within ten days of its receipt.
	53.6	Any bidder or the Procuring agency/Employer not satisfied with the decision of the GRC may file Appeal before the Appellate Committee of the Authority on prescribed format after depositing the Prescribed fee.
	53.7	The Committee, upon receipt of the Appeal against the decision of the GRC complete in all respect shall serve notices in writing upon all the parties to Appeal.
	53.8	The committee shall call the record from the concerned Procuring agency/Employer or the GRC as the case may be, and the same shall be provided within prescribed time.
	53.9	The committee may after examination of the relevant record and hearing all the concerned parties, shall decide the complaint within fifteen (15) days of receipt of the Appeal.
	53.10	The decision of the Committee shall be in writing and shall be signed by the Head and each Member of the Committee. The decision of the committee shall be final.

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G. MECHANISM OF BLACKLISTING

54. Mechanism of Blacklisting	54.1	The Procuring agency/Employer shall bar for not more than the time prescribed in Rule-19 of the Public Procurement Rules, 2004, from participating in their respective procurement proceedings, bidder or contractor who either: Involved in corrupt and fraudulent practices as defined in Rule-2 of Public Procurement Rules; i) Fails to perform his contractual obligations; and ii)Fails to abide by the id securing declaration;
	54.2	The show cause notice shall contain: (a) precise allegation, against the bidder or contractor; (b) the maximum period for which the Procuring agency/Employer proposes to debar the bidder or contractor from participating in any public procurement of the Procuring agency/Employer; and (c) the statement, if needed, about the intention of the Procuring agency/Employer to make a request to the Authority for debarring the bidder or contractor from participating in public procurements of all the procuring agencies.
	54.3	The Procuring agency/Employer shall give minimum of seven days to the bidder or contractor for submission of written reply of the show cause notice.
	54.4	In case, the bidder or contractor fails to submit written reply within the requisite time, the Procuring agency/Employer may issue notice for personal hearing to the bidder or contractor/ authorize representative of the bidder or contractor and the Procuring agency/Employer shall decide the matter on the basis of available record and personal hearing, if availed.
	54.5	In case the bidder or contractor submits written reply of the show cause notice, the Procuring agency/Employer may decide to file the matter or direct issuance of a notice to the bidder or contractor for personal hearing.
	54.6	The Procuring agency/Employer shall give minimum of seven days to the bidder or contractor for appearance before the designated officer of the Procuring agency/Employer for personal hearing. The designated officer shall decide the matter on the basis of the available record and personal hearing of the bidder or contractor, if availed.

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	54.7	The Procuring agency/Employer shall decide the matter within fifteen (15) days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.
	54.8	The Procuring agency/Employer shall communicate to the bidder or contractor the order of debarring the bidder or contractor from participating in any public procurement with a statement that the bidder or contractor may, within thirty (30) days, prefer a representation against the order before the Authority.
	54.9	Such blacklisting or barring action shall be communicated by the Procuring agency/Employer to the Authority and respective bidder or bidders in the form of decision containing the grounds for such action. The same shall be publicized by the Authority after examining the record whether the procedure defined in blacklisting and debarment mechanism has been adhered to by the Procuring agency/Employer.
	54.10	The bidder may file the review petition before the Review Petition Committee Authority within thirty (30) days of communication of such blacklisting or barring action after depositing the prescribed fee and in accordance with "Procedure of filing and disposal of review petition under Rule-19(3) Regulations, 2021". The Committee shall evaluate the case and decide within ninety (90) days of filing of review petition.
	54.11	The committee shall serve a notice in writing upon all respondent of the review petition. The notices shall be accompanied by the copies of review petition and all attached documents of the review petition including the decision of the Procuring agency/Employer. The parties may file written statements along with essential documents in support of their contentions. The Committee may pass such order on the representation may deem fit.
	54.12	The Authority on the basis of decision made by the committee either may debar a bidder or contractor from participating in any public procurement process of all or some of the procuring agencies for such period as the deemed appropriate or acquit the bidder from the allegations. The decision of the Authority shall be final.

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SECTION III: BID DATA SHEET

Bid Data Sheet (BDS)

The following specific data for the for the procurement of works shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITBs). Whenever there is a conflict, the provisions herein shall prevail over those in ITBs.

BDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders
		A. Introduction
1.	**1.1**	Name of Procuring agency/Employer: **Pakistan Sports Board (PSB)** The subject of procurement is: **HVAC WORKS: AMIR KHAN BOXING ACADEMY AND HAMIDI HALL** for **"Revamping And Refurbishment Of Different Facilities at Pakistan Sports Complex, Islamabad"** Period for completion of the works: **Three (03) months** Commencement date execution of the works: **Immediately** Type of Procurement: **National competitive bidding**
2.	**2.1**	Financial year for the operations of the Procuring agency/Employer: **2026-2027** Name of Project **HVAC WORKS: AMIR KHAN BOXING ACADEMY AND HAMIDI HALL** for **"Revamping And Refurbishment Of Different Facilities at Pakistan Sports Complex, Islamabad"** Name of financing institution: **Pakistan Sports Board (PSB)** Name and identification number of the Contract: **Package 5**
3.	**3.1**	Maximum number of members in the joint venture, consortium shall be: **JV Not Allowed**

B. Bidding Documents

4.	**7.1**	Delete the text of Sub-Clause 7.1 and substitute with the following: The Bidding Documents, in addition to Invitation for Bids, are those stated below, and should be read in conjunction with any Addenda issued in accordance with Clause IB.9. Technical Bid **7.1.1 Volume - I** • **Section I -** Invitation for Bids • **Section II -** Instruction to Bidders (ITBs); • **Section III -** Bidding Data Sheet (BDS); • **Section IV -** Eligible Countries; • **Section V** – Evaluation and Qualification Criteria; • **Section VI** – Works Requirements Technical Specifications & Schedule of Requirements; • **Section VII** – Standard Bidding Forms; • **Section VIII** – General Conditions of Contract (GCC) ; • **Section IX** – Special Conditions of Contract (SCC); - Part A – Contract Data; - Part B- Special Provisions; • **Section X** – Contract Forms **7.1.2 Volume – II** • Specifications: - Part A – Specific Provisions; - Part B – Technical Provisions. **7.1.3 Volume – III** • Bid Drawings. Financial Bid **7.1.4 Volume – IV** • Letter of Financial Bid; • Preamble to Bill of Quantities; • Bill of Quantities.
5.	**7.2**	Complete Bid duly signed, stamped and scanned shall be submitted online on EPADS v2.0.

6.	**8.1**	The address for clarification of Bidding Documents is **Superintending Engineer, PSB** Srinagar Highway, Near Abpara, Islamabad. Ph: 051-9202410
	8.5	Pre-bid meeting venue, time, and date will be held as per Invitation to Bids.

C. Preparation of Bids

7.	**10.1**	The Language of all correspondences and documents related to the Bid is: **English**
8.	**11.1 (i)**	In addition to the documents stated in **ITB 11,** the following documents must be included with the Bid **Nil**
9.	**11.5 (c)**	Other procurement specific documentation requirements are: **Nil.**
10.	**15.5**	The bid price shall be adjusted in accordance with Appendix C– Formula for Price Adjustment.
11.	**15.6**	Name of the works **HVAC WORKS: AMIR KHAN BOXING ACADEMY AND HAMIDI HALL** for **"Revamping And Refurbishment Of Different Facilities at Pakistan Sports Complex, Islamabad"** The identification No. **PACKAGE – 01** The No. and identification of lots (contracts) comprising this open competitive bid **Nil**
12.	**16.1**	The currency of the Bid shall be **PKR.**;
13.	**18.1**	The Bid Validity period shall be **120** days.
14.	**19.1**	The amount of Bid Security shall be **Rs. 20 M** The currency of the Bid Security shall be: **PKR.** Bid Securing Declaration is applicable **Yes**
15.	**19.3**	The Bid Security shall be in the form of: Call Deposit Receipt (CDR) / Pay Order or a Bank Guarantee issued by a Scheduled Bank in Pakistan or from a foreign bank duly counter-guaranteed by a Scheduled Bank in Pakistan in favor

		of the Employer valid for a period of **182** days from the date of submission/opening of bids.
16.	**19.3 (c)**	Other forms of security are: **Not applicable**
17.	**20.1**	Alternative Bids to the requirements of the Bidding Documents **Not Permitted**
18.	**20.2**	Not applicable
19.	**22.1**	The Bid prepared in accordance with the instructions in the Bidding documents, must be submitted through **EPADS v2.0**.
20.	**22.2**	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: **Written Power of Attorney**

D. Submission of Bids

21.	**23.2 (a)**	Bid shall be submitted: **Not Applicable**
22.	**23.2 (b)**	**Not Applicable**
23.	**23.4 (a)**	Bid shall be submitted through EPADS v2.0.
24.	**23.4 (b)**	Title of the subject Procurement or Project name: **HVAC WORKS: AMIR KHAN BOXING ACADEMY AND HAMIDI HALL**
25.	**24.1**	The deadline for Bid submission is as per Invitation to Bid

E. Opening and Evaluation of Bids

26.	**27.1**	Bids will be opened by using EPADS v2.0.
27.	**33.2**	The currency that shall be used for Bid evaluation and comparison purposes to convert all Bid prices expressed in various currencies is: **PKR** The source of exchange rate shall be: **Nil** The date of exchange rate shall be: **Nil**
28.	**33.3**	The bids shall be quoted in **PKR**
29.	**34**	**Evaluation Techniques** **Least Cost Based Selection (LCBS)** After meeting the requirements of eligibility, qualification and substantial responsiveness, the bid in compliance with all the mandatory (drawings/ design/ technical specifications /requirements and/or requisite quality threshold (if any), and having lowest evaluated cost (or financial proposal) shall be considered highest ranked bid.

30.	**34.2**	Criteria for evaluating the bids to be used in the evaluation and their evaluation method or reference to the Technical Specifications as mentioned in **Section-V Evaluation and Qualification Criteria.**
31.	**34.2**	Specific criteria in case evaluating the bids submitted by JVs and consortium to be used in the evaluation and their evaluation method or reference to the Technical Specifications. **JV is Not Allowed.**
32.	**34.5**	Separate Prices for different lots: Not Applicable
33.	**35**	Domestic Preference: **Not Applicable**
34.	**38.2**	Sub-contracting is not allowed.
		F. Award of Contract
35.	**48**	The Performance Security (or guarantee) shall be **10% (ten percent) of the Contract Price.**
36.	**48**	The Performance Security (or guarantee) shall be in the form of Bank Guarantee either from any Scheduled Bank in Pakistan or from a bank located outside Pakistan duly counter-guaranteed by a Scheduled Bank in Pakistan. The amount of Performance Security shall be reduced to 50% following issue of the Taking-Over Certificate for the whole of the Works under Clause 10 of Conditions of Contract. The cost of complying with requirements of this Sub-Clause shall be borne by the Contractor.

G. Review of Procurement Decisions

37.	**52.1**	The address of Grievances Committee is: Convener Grievance Committee, Pakistan Sports Board Srinagar Highway, Near Abpara, Islamabad. Ph: +92-51-9202410
38.	**53.6**	The Address of PPRA to submit a **copy** of appeal: Grievance Redressal Appellate Committee, Public Procurement Regulatory Authority 1st Floor, G-5/2, Islamabad, Pakistan Ph: +92-51-9202254

Section IV. Eligible Countries

All the bidders are allowed to participate in the subject procurement without regard to nationality, except bidders of some nationality, prohibited in accordance with policy of the Federal Government.

Following countries are ineligible to participate in the procurement process:

1. India
2. Israel

Section V. Evaluation and Qualification Criteria

Qualification of Bidders will be based on the criteria given in succeeding para regarding eligibility and mandatory requirements. Only those bidders who would meet the eligibility and mandatory requirements will be evaluated on the basis of criteria given in succeeding paras regarding the bidder's Experience, Personnel capabilities, Equipment capabilities and Financial soundness.

Sub-contractor's experience and resources shall not be taken into account in determining the applicant's compliance with the qualifying criteria.

The Employer reserves the right to waive minor deviations, if they do not materially affect the capability of the Bidder to perform the Contract.

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Qualification

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
1. Eligibility							
1.1	**Nationality**	Nationality in accordance with **ITB 4.3**	Must meet requirement	N/A	N/A	N/A	Forms ELI – 1.1 and 1.2, with attachments
1.2	**Conflict of Interest**	No conflicts of interest in accordance with **ITB 3.7**	Must meet requirement	N/A	N/A	N/A	Letter of Bid
1.3	**Valid registration with Pakistan Engineering Council (PEC)**	**Category C-1** having Specialization Codes: **EE04 & EE11**	Must meet requirement	N/A	N/A		Valid PEC License
1.4	**Registration with Federal Board of Revenue**						
i	**Registration with FBR**	Bidder registration with the Federal Board of Revenue for Income Tax	Must meet requirement	N/A	N/A	N/A	Income Tax Registration Certificate
ii	**Active Tax Payer (Income Tax)**	Bidder shall be on the active taxpayer's list of the Federal Board of Revenue for Income Tax	Must meet requirement	N/A	N/A	N/A	Record of Active Taxpayer for Income Tax
iii	**Active Tax Payer (Sales Tax)**	Bidder shall be on the active taxpayer's list of the Federal Board of Revenue for Sales Tax	Must meet requirement	N/A	N/A	N/A	Record of Active Taxpayer for Sales Tax

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Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
Historical Contract Non-Performance							
2.1	**History of Non-Performing Contracts**	Non-performance of a contract did not occur as a result of contractor default since Last 15 years.	Must meet requirement	N/A	N/A	N/A	Form CON-2
2.2	**Pending Litigation**	Bidder's financial position and prospective long term profitability sound according to criteria established in Financial Capabilities below and assuming that all pending litigation will be resolved against the Bidder	Must meet requirement	N/A	N/A	N/A	Form CON – 2
2.3	**Litigation History**	No consistent history of court/arbitral award decisions against the Bidder since 1st January 2011	Must meet requirement	N/A	N/A	N/A	Form CON – 2

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Detailed Evaluation Criteria

Category	Points	
	Maximum	Minimum Passing Marks
Experience	35	21
Personnel	20	12
Equipment	10	06
Financial	35	21
Total	**100**	**60**

Detailed criteria for each category under each head is as follows:

Construction Capability / Similar Experience:

Points for experience will be given on the basis of the following criteria:

Sr. No.	Capability	Marks (Maximum)
1.	Successful completion of 04 projects of similar nature and complexity (HVAC Works of Building) of **100 TR capacity** each during last 10 years. 05 marks for each project.	20
2.	02 projects of similar nature and complexity (HVAC Works of Building) in hand of **100 TR capacity** each during last 5 years. 7.5 marks for each project.	15
	Maximum Marks	35

Note:

i. The applicants must provide "Letter of Award" of in- hand projects and Taking Over/Completion Certificate of completed projects. No marks will be given to the projects for which above letter/certificate is not provided.

ii. Applicant shall provide complete information of the projects including scope of Constructor and cost of works etc.

iii. Proportionate marks will be awarded in case the number of completed/in-hand projects are less than required.

iv. Proportionate marks on the basis of share in JV agreement will be awarded for projects executed / in-hand as Joint Venture (JV).

D.2 Personnel Capability

Personnel Capability of Construction firm will be evaluated on the basis of following Marks:

Sr. No.	Key Personnel	Marks (maximum)
1	Project Manager / MEP Engineer	7
2	HVAC / Mechanical Engineer	5
3	HVAC Installation Site Supervisor	4
4	Quantity Surveyor	4
	Total Marks Allocated	**20**

Note:

i. The applicant must provide verifiable proof of employment (i.e. appointment letters, latest salary slips) of the staff and attach detailed CVs & valid PEC Registration Certificates / Diploma / Certificates of the Engineer, DAEs staff.

Marks for key personnel will be given on the basis of following criteria;

A. Project Manager / Mechanical Engineer

(Mechanical Engineering degree Holder with experience of projects of similar nature)

Total Specific work Experience (years)	Marks
More than 20	6.0
15^{+}-20	4.0
10^{+}-15	2.0
05^{+}-10	1.0
Masters degree	
Masters degree in Relevant Field	1.0
Maximum Marks	**7.0**

B. HVAC / Mechanical Engineer

(Mechanical Engineering degree Holder with experience of projects of similar nature)

Specific Experience (years)	Marks
More than 10	5.0
07^{+}-10	4.0
05^{+}-07	2.0
05 or less	0.0
Maximum Marks	**5.0**

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C. HVAC Installation Site Supervisor

(DAE Mechanical with experience of projects of similar nature)

Specific Experience (years)	Marks
More than 10	4.0
07^{+}-10	3.0
05^{+}-07	1.0
05 or less	0.0
Maximum Marks	**4.0**

D. Quantity Surveyor

(DAE with experience of projects of similar nature)

Specific Experience (years)	Marks
More than 10	4.0
05^{+}-10	3.0
05 or less	0.0
Maximum Marks	**4.0**

Equipment Capabilities

Equipment shall include the following:

Equipment Type & Characteristics	Required (Nos.)	Marks
Sheet Cutting Machine	01	2
Sheet Bending Machine	01	2
Sheet Rolling Machine	01	2
Flair Machine for Cu pipes	01	1
Electric Arc Bending Machine	01	1
Lock Former	01	1
Grooving Machine	01	1
Maximum Marks		10

Note:

i. Applicant must provide an undertaking to the effect that the aforementioned equipment is available with the firm and will be made available, as and when required, for the Project.

Financial Capability

The Bidder shall submit copies of annual audit reports for the last three years duly certified by the Chartered Accounts, Bank Line of credit and must indicate the soundness of the Applicants financial position.

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Sr. No.	Description	Maximum Marks Assigned	Criteria for Marks Obtained
1)	Available Bank Credit Line (updated)	05	• Three (03) Marks are given if the available bank credit line limit is equal to or above Pak Rs. 100 Million • One mark is given for every Pak Rs 40 million increase in the Credit Line. • Full Marks are given in case of limit ≥ Pak Rs 200 million
2)	Average Working Capital (updated)	15	• Nine (09) Marks are given if the working capital (updated) is equal to or above Pak Rs 200 million. • One additional (01) Mark is given for every Pak Rs 20 million increase in the working capital. • Full Marks are given in case of working capital ≥ Pak Rs 300 million.
3)	Average Annual Turnover in last 3 years	15	• Seven (07) Marks are given if the average annual turnover for last three years is equal to or above Pak Rs 250 million • One (01) additional Mark is given for every Pak Rs. 50 million increase in the average annual turnover. • Full Marks are given in case of Average Annual Turnover ≥ Pak Rs 400 million.
Total Marks Allocated		**35**	

Joint Venture

Joint Venture is not allowed.

Contractor's Representative and Key Personnel

The Bidder must demonstrate that it will have a suitably qualified Contractor's Representative and suitably qualified (and in adequate numbers) Key Personnel, as described in the Specification.

The Bidder shall provide details of the Representative and Key Personnel and such other Key Personnel that the Bidder considers appropriate to perform the Contract, together with their academic qualifications and work experience. The Bidder shall complete the relevant Forms in the Bidding Forms.

Equipment

The Bidder must demonstrate that it has access to the key equipment:

[Specify requirements for each lot as applicable]

No.	Equipment Type and Characteristics	Minimum Number required
1		
2		
3		
4		
5		

The Bidder shall provide further details of proposed items of equipment using Form EQU in Section V.

List of Recommended Manufacturers

Equipment and materials specified with brand names have been provided in order to establish a standard of performance and do not necessarily indicate a preference for a particular manufacturer or material.

The names of manufacturers given below are to indicate the level of quality and performance anticipated by the Engineer/ Employer. Other makes may be accepted provided that the quality and performance of such equipment, in the sole opinion of the Engineer, are at least equal to or better than the equipment/ product offered by the recommended manufacturer.

It is to be noted by the Bidder that, the equipment/materials from the following recommended manufacturers/suppliers or approved equivalent source shall be allowed to be utilized on subject project provided that the proposed products meet the specified requirements of the documents. All equipment/materials shall be supplied from the Manufacturer's own Factory/Plant/Facility.

The acceptance of equipment/ materials offered by these manufacturers will be subject to compliance of offered models/materials with the specifications, capacity and/or performance requirements.

Onus lies with the Contractor for establishing the genuineness of any material/product for its make and origin. Any missing Manufacturer in this list can be approved by the Engineer as prescribed above.

No.	Equipment & Materials	Recommended Manufacturers & Suppliers	Country (Origin, Manufacturing, Assembling, Testing & Supply)
1	Air Cooled Roof Top Packaged Air Conditioners	BOREAS	MALAYSIA/KOREA/CHINA
		CARRIER	
		DAIKIN	
		DUNHAM BUSH	
		LG	
		MIDEA	
		TRANE	
		YORK	
2	Fans		
2A	Tube Axial & Centrifugal Fans	AIR MECH	PAKISTAN, USA, SPAIN, UK, GERMANY, EUROPE,
		AEROTECH	
		GREEN HECK	
		SASA METAL INDUSTRIES	
		LOREN COOK	

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No.	Equipment & Materials	Recommended Manufacturers & Suppliers	Country (Origin, Manufacturing, Assembling, Testing & Supply)
		PEN BERRY	
		NOVEES	
		ELTA	
		SISTEVEN	
		SODECA	
		ROSENBERG	
		CASALS	
2B	Propeller Fans	PAK FANS	PAKISTAN, USA, SPAIN, UK, GERMANY, EUROPE, TURKEY
		CLIMAX	
		MILLAT	
		AIR MECH	
		AEROTECH	
		SASA METAL INDUSTRIES	
		GREEN HECK	
		LOREN COOK	
		PENBERRY	
		SISTEVEN	
		ROSENBERG	
		CASALS	
3	Galvanized Iron Pipes	INTERNATIONAL INDUSTRIES LIMITED	PAKISTAN
		JAMAL PIPES	
4	Duct Insulation & Sound Liners	AFICO	KUWAIT, SAUDI ARABIA, TURKEY, UAE
		IZOCAM	
		KIMMCO	
		KNAUF	
		ARMAFLEX	
		DURKFLEX	
		KFLEX	
		IZTOPRAK	
		AEROFOAM	
		ODE	
5	Galvanized Iron Sheets	AISHA STEEL MILLS LIMITED	PAKISTAN

NATIONAL ENGINEERING SERVICES PAKISTAN (PVT) LTD. NESPAK ISLAMABAD

No.	Equipment & Materials	Recommended Manufacturers & Suppliers	Country (Origin, Manufacturing, Assembling, Testing & Supply)
		INTERNATIONAL STEELS LIMITED	
6	Air Inlets & Outlets	EAP	PAKISTAN
		STEELCRAFT	
		AIRQON	
		AEROTECH	
7	Paints	PAK PRIEMER ICI DULUX	PAKISTAN
		NIPPON	
		MASTER	
		BERGER	
8	Fasteners, Hanger Rods, Rawal Plugs, Supports, Channels etc.	FISHER	AS PER MANUFACTURER'S FACILITY
		HILTI	
		DIAMOND WALRAVEN	
		SIKLA	
		SPIT	
		INKA	
		MUNGO	
		NORM	
		INDEX	
9	White Glue	FOSTER	USA, WEST EUROPE
		MOVILITH	
10	Duct Sealants	DOW CORNING	USA, TURKEY, PAKISTAN
		ZAHBIA	
11	Low Voltage Panels	SA ELECTRIC	PAKISTAN
		SIEMENS	
		ELMETEC	
		PEL	
		BILAL SWITCHGEAR	
		MESI	
		CEECO	
		JEI	
		ELECTRECH	
		QUALITY	

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No.	Equipment & Materials	Recommended Manufacturers & Suppliers	Country (Origin, Manufacturing, Assembling, Testing & Supply)
		SWITCHGEAR	
		MTECH	
12	LV and Control Cables & Wires (600/1000V)	PAKISTAN CABLES	PAKISTAN
		PIONEER CABLES	
		NEWAGE CABLES	
		FAST CABLES	
13	PVC Conduit, Fittings & Accessories	POPULAR	PAKISTAN
		TURKPLAST	
		GALCO	
14	Steel Conduit, Cable Trays, Fittings & Accessories	HILAL INDUSTRIES	PAKISTAN
		INTERNATIONAL INDUSTRIES LIMITED	
		ASHRAF INDUSTRIES	
		JAMAL	
		NIB	
		PIONEER	
15	MCCBs, MCB & Magnetic Contactors	SCHNEIDER	FRANCE, ITALY, GERMANY, JAPAN
		SIEMENS	
		ABB	
		LEGRAND	
		TERASAKI	
		PANASONIC	
		TELEMECANIQUE	
16	ACBs & ELCBs	ABB	FRANCE, ITALY, JAPAN
		SIEMENS	
		SCHNEIDER	
		TERASAKI	
		LEGRAND	
17	Relays & Timers	FINDER	ITALY, TURKEY
		INTER	
18	PFI Relays	NOKIAN	FINLAND, TURKEY
		ENTES	
19	Voltmeters & Ammeters	CIRCULOR	ITALY, TURKEY
		REVALCO	

NATIONAL ENGINEERING SERVICES PAKISTAN (PVT) LTD. NESPAK ISLAMABAD

No.	Equipment & Materials	Recommended Manufacturers & Suppliers	Country (Origin, Manufacturing, Assembling, Testing & Supply)
		INTER	
		ENTES	
20	Current Transformers & Voltage Transformers	CIRCULOR	ITALY, PAKISTAN
		REVALCO	
		FICO	
21	Selector Switches & Push Buttons	LEGRAND	SWEDEN, FRANCE, ITALY
		KRAUS & NAIMER	
		ABB	
		BOSCH	
		CLIPSAL	
		REVALCO	
22	Indication Lamps	LEGRAND	FRANCE, ITALY
		BRETER	
		ABB	
		TELEMECANIQUE	
23	Terminal Blocks	LEGRAND	FRANCE, ITALY, JAPAN
		ABB	
		PHOENIX	
		CABOUR	
24	Programmable Logic Controllers	SEIMENS	GERMANY, ITALY
		ABB	
25	Photoelectric EE Switches	NATIONAL PHOTOELECTRIC	JAPAN
		SOCOMEC	FRANCE, GERMANY, JAPAN, PAKISTAN
26	LV Change Over Switches & Capacitors	DUCATI	
		ABB	
		AMBER	
		NOKIAN	
27	Isolators Switches	BRETTER	ITALY, GERMANY

NOTES

1. All equipment/materials must be supplied from authorized representatives and or sole distributors of the Manufacturers in Pakistan.
2. Manufacturer's authorization certificate must be provided.

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3. Compliance to the aforementioned country (origin, manufacturing, assembling, testing & supply) for offered/supplied equipment/materials is mandatory. Approved equivalent may only be acceptable from same country of origin.
4. In case of any approved equivalent brand other than the aforementioned recommended manufacturers/suppliers, the Bidder shall submit the following additional information for prequalification purpose with the technical bid;
a. Approved equal brand shall have minimum 30 years of international experience and 5 years of local experience with authorized distribution in Pakistan.
b. Compliance statement of specifications from the manufacturer of the equipment/materials.

c. Comparison of each part/system of the proposed brand with one of the aforementioned recommended brands including quality certificates and test reports etc.
d. Approved equivalent brands shall be clearly mentioned in the technical bid by the Bidder including the aforesaid information complete in all respect. Approved equivalent bid will only be acceptable after review at the time of Bid Evaluation.

Authorized Signature and official Seal:

Name:

Date:

SECTION VI: WORKS REQUIREMENT, TECHNICAL SPECIFICATIONS, DRAWINGS, SUPPLEMENTARY INFORMATION AND BILL OF QUANTITIES

Scope of Works

The scope of work mainly comprises of Supply, Installation, Testing and Commissioning HVAC works for Amir Khan BOXING Academy and Hamidi Hall Pakistan Sports Complex Islamabad.

Technical Specifications

Volume - II

Drawings

Volume - III

Supplementary Information

Not Applicable

Bill of Quantities

Volume – IV

Technical Proposal

- **Site Organization**
- **Method Statement**
- **Mobilization Schedule**
- **Construction Schedule**
- **Equipment**

Site Organization

The Bidder is required to submit an organization proposed for the Works, together with their names, qualifications, experience, positions held and their nationalities.

Designation	Name	Detail Particulars
		Degree/Diploma/Certificate PEC Registration for Engineers/DAE Certificate for Sub Engineers, Quantity Surveyors & Surveyors/NTC Registration for B.Tech Experience (Past & Present) Nationality

Head Office:

Site Office:
Contractor's Representative
Site Superintendent
Supervising Engineer
Plant Erectors
Construction Supervisors
Other Key Staff

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Method Statement

The Bidder is required to submit a narrative outlining the method of performing the Work. The narrative should indicate in detail and include but not be limited to:

1. Organization Chart indicating head office and field office personnel involved in management and supervision, engineering, equipment maintenance and purchasing.

2. Mobilization, in Pakistan, the type of facilities including personnel accommodation, office accommodation, provision for maintenance and for storage, communications, security and other services to be used.

3. The method of executing the Works, the procedures for installation of equipment and machinery and transportation of equipment and materials to the site and providing all services including but not limited to supply of power, water, maintenance of facilities, safety and security and all what is required for completion of works in accordance with the Contract.

4. Quality control / Quality assurance measures to be adopted including procedures to be followed for carrying out all tests required under specifications.

5. The Bidder while preparing his methodology for performing and executing the works shall also consider the following:

a) The timely completion of the Project as per the time provided in Contract Data.

b) The Contractor while filling out the list of major equipment required at site, shall ensure that the equipment requirement is in consonance with the construction requirement.

c) The Contractor is not restricted to carry out the work in single shift. The Contractor should note that if he plans to execute the work in more than single shift than all costs related to the additional superintendence to be provided by the Engineer will be borne by the Contractor. Procedure for such additional costs will be worked out and finalized between the Contractor and Engineer with the consent of the Employer.

d) The portions of the Site shall be made available to the Contractor in coordination with other Contractors working at site. The Contractor shall prepare the work programme accordingly.

Mobilization Schedule

The Bidder is required to submit a narrative outlining the method for mobilization of works and arrangement of preliminaries.

In accordance with the Particular Conditions, Sub-Clause 4.1, the Contractor shall not carry out mobilization to Site unless the Engineer gives consent.

Construction Schedule

Pursuant to Sub-Clause 8.3 of the General Conditions, the whole of the Works, and each Section (if any), shall be completed within the Time for Completion for the Works or Section (as the case may be) stated as hereunder and mentioned in Contract Data:

Description	**Time for Completion (Days)**
Whole Works	90 days

The Bidder shall provide, the Construction Schedule in the bar chart (CPM, PERT or any other to be specified herein) showing the sequence of work items and the period of time during which he proposes to complete each work item in such a manner that his proposed programme for completion of the whole of the Works and Sections of the Works may meet Employer's completion targets in days noted above and counted from the Commencement Date.

ORGANIZATIONAL CHART
FOR THE
SUPERVISORY STAFF AND LABOUR

MINIMUM MANDATORY STAFF REQUIREMENT:

The Contractor shall arrange the following staff at site immediately upon commencement of works:

Designation	Nos
Project Manager / MEP Engineer	01
HVAC / Mechanical Engineer	01
HVAC Installation Site Supervisor	01
Quantity Surveyor	01

Form EQU: Equipment

The Bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment. A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Bidder.

Required Equipment Type & Characteristics	Required (Nos.)
Sheet Cutting Machine	01
Sheet Bending Machine	01
Sheet Rolling Machine	01
Flair Machine for Cu pipes	01
Electric Arc Bending Machine	01
Lock Former	01
Grooving Machine	01

Item of equipment		
Equipment information	Name of manufacturer	Model and power rating
	Capacity	Year of manufacture
Current status	Current location	
	Details of current commitments	
Source	Indicate source of the equipment ☐ Owned ☐ Rented ☐ Leased ☐ Specially manufactured	

Omit the following information for equipment owned by the Bidder.

Owner	Name of owner	
	Address of owner	
	Telephone	Contact name and title
	Fax	Telex
Agreements	Details of rental / lease / manufacture agreements specific to the project	

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Letter of Bid – Technical Proposal

INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT

Place this Letter of Bid in the first envelope "TECHNICAL PROPOSAL".

The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and business address.

Note: All italicized text in black font is to help Bidders in preparing this form and Bidders shall delete it from the final document.

Date of this Bid submission: [*insert date (as day, month and year) of Bid submission*]
RFB No.: [*insert number of Bidding process*]
Alternative No.: [*insert identification No if this is a Bid for an alternative*]

To: **[*insert complete name of Procuring agency/Employer*]**

We, the undersigned Bidder, hereby submit the first part of our Bid, the Technical Proposal

In submitting our Bid we make the following declarations:

(a) **No reservations:** We have examined and have no reservations to the bidding document, including addenda issued in accordance with Instructions to Bidders **(ITB 9);**
(b) **Eligibility**: We meet the eligibility requirements and have no conflict of interest in accordance with ITB 3;
(c) **Bid/Proposal-Securing Declaration**: We have not been suspended nor declared ineligible by the Procuring agency/Employer based on execution of a Bid Securing Declaration or Bid Securing Declaration in the Procuring agency/Employer's country in accordance with **ITB 3;**
(d) **Conformity:** We offer to execute works in conformity with the bidding document and in accordance with the works requirements: [*insert a brief description of the WORKS*];
(e) **Bid Validity Period**: Our Bid shall be valid for the period specified in **BDS 18.1** (as amended, if applicable) from the date fixed for the Bid submission deadline specified in **BDS 24.1** (as amended, if applicable), and it shall remain binding upon us, and may be accepted at any time before the expiration of that period;
(f) **Performance Security**: If our Bid is accepted, we commit to obtain a performance security in accordance with the bidding document;
(g) One Bid per Bidder: We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other bid(s) as a Joint Venture member or as a subcontractor, and meet the requirements, other than Alternative Bids submitted in accordance with **ITB 20;**
(h) **Suspension and Debarment**: We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Procuring agency/Employer. Further, we are not ineligible under Pakistan laws;
(i) **State-owned enterprise or institution**: [*select the appropriate option and delete the other*] [*We are not a state-owned enterprise or institution*] / [*We are a state-owned enterprise or institution*];

(j) **Binding Contract**: We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;

(k) **Not Bound to Accept**: We understand that you are not bound to accept the Most Advantageous Bid or any other Bid that you may receive; and

(l) **Fraud and Corruption**: We hereby certify that we have taken steps to ensure that no person acting for us, or on our behalf, engages in any type of Fraud and Corruption.

Name of the Bidder: *[*insert complete name of Bidder*]

Country of Origin of the Bidder: *[insert country of origin, in case of JV country of origin of lead member]*

Name of the person duly authorized to sign the Bid on behalf of the Bidder: ** [*insert complete name of person duly authorized to sign the Bid*]

Title of the person signing the Bid: [*insert complete title of the person signing the Bid*]

Signature of the person named above: [*insert signature of person whose name and capacity are shown above*]

Date signed [*insert date of signing*] **day of** [*insert month*], [*insert year*]

*: In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder.
**: Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules.

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Letter of Bid - Financial Proposal

INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT

Place this Letter of Bid - Financial Proposal in the second envelope marked "FINANCIAL PROPOSAL".

The Bidder must prepare the Letter of Bid - Financial Proposal on stationery with its letterhead clearly showing the Bidder's complete name and business address.

Note: All italicized text is to help Bidders in preparing this form.

Date of this Bid submission: [*insert date (as day, month and year) of Bid submission*]
Request for Bid No.: [*insert number of bidding process*]
Name of Project.: [*insert identification*]
Alternative No.: [*insert identification No if this is a Bid for an alternative*]

To: [*insert complete name of Procuring agency/Employer*]

We, the undersigned Bidder, hereby submit the second part of our Bid, the Financial Proposal

In submitting our Financial Proposal we make the following additional declarations:

(a) **Bid Validity Period**: Our Bid shall be valid for the period specified in **BDS 18.1** (as amended, if applicable) from the date fixed for the bid submission deadline specified in **BDS 24.1** (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(b) **Total Price:** The total price of our Bid is:

In case of only one lot, the total price of the Bid is [*insert the total price of the bid in words and figures, indicating the various amounts and the respective currencies*];

In case of multiple lots, the total price of each lot is [*insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies*];

In case of multiple lots, total price of all lots (sum of all lots) [*insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies*];

(c) **Commissions, gratuities and fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract: [*insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity*].

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate "none.")

(d) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed.

Name of the Bidder:*[*insert complete name of the Bidder*]

Name of the person duly authorized to sign the Bid on behalf of the Bidder: ** [*insert complete name of person duly authorized to sign the Bid*]

Title of the person signing the Bid: [*insert complete title of the person signing the Bid*]

Signature of the person named above: [*insert signature of person whose name and capacity are shown above*]

Date signed [*insert date of signing*] **day of** [*insert month*], [*insert year*]

*: In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder.

**: Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules.

FORM ELI 1
Bidder Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: *[insert date (as day, month and year) of Bid submission]*
RFB No.: *[insert number of Bidding process]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

Page _____ of_ _____ pages

1. Bidder's Name *[insert Bidder's legal name]*
2. In case of JV, legal name of each member : *[insert legal name of each member in JV]*
3. Bidder's actual or intended country of registration: *[insert actual or intended country of registration]*
4. Bidder's year of registration: *[insert Bidder's year of registration]*
5. Bidder's Address in country of registration: *[insert Bidder's legal address in country of registration]*
6. Bidder's Authorized Representative Information Name: *[insert Authorized Representative's name]* Address: *[insert Authorized Representative's Address]* Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]* Email Address: *[insert Authorized Representative's email address]*
7. Attached are copies of original documents of *[check the box(es) of the attached original documents]* ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above. ☐ In case of JV, JV agreement, in accordance with ITB 3.3. ☐ Establishing that the Bidder is not under the supervision of the Procuring agency/Employer[in case of subsidiaries] 8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

ELI2
Bidder's JV Members Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Bidder and for each member of a Joint Venture]].
Date: *[insert date (as day, month and year) of Bid submission*]
RFB No.: *[insert number of RFB process]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

Page _____ of_ _____ pages

1. Bidder's Name: *[insert Bidder's legal name]*
2. Bidder's JV Member's name: *[insert JV's Member legal name]*
3. Bidder's JV Member's country of registration: *[insert JV's Member country of registration]*
4. Bidder's JV Member's year of registration: *[insert JV's Member year of registration]*
5. Bidder's JV Member's legal address in country of registration: *[insert JV's Member legal address in country of registration]*
6. Bidder's JV Member's authorized representative information Name: *[insert name of JV's Member authorized representative]* Address: *[insert address of JV's Member authorized representative]* Telephone/Fax numbers: *[insert telephone/fax numbers of JV's Member authorized representative]* Email Address: *[insert email address of JV's Member authorized representative]*
7. Attached are copies of original documents of *[check the box(es) of the attached original documents]* ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above. 8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Personnel

Form PER -1

Contractor's Representative and Key Personnel Schedule

Bidders should provide the names and details of the suitably qualified Contractor's Representative and Key Personnel to perform the Contract. The data on their experience should be supplied using the Form PER-2 below for each candidate.

Contractor' Representative and Key Personnel

1.	**Title of position:**	
	Name of candidate:	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]
	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]
	Expected time schedule for this position:	[*insert the expected time schedule for this position (e.g. attach high level Gantt chart*]
2.	**Title of position:**	
	Name of candidate:	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]
	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]
	Expected time schedule for this position:	[*insert the expected time schedule for this position (e.g. attach high level Gantt chart*]
3.	**Title of position:**	
	Name of candidate:	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]

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	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]
	Expected time schedule for this position:	[*insert the expected time schedule for this position (e.g. attach high level Gantt chart*]
4.	**Title of position:**	
	Name of candidate:	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]
	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]
	Expected time schedule for this position:	[*insert the expected time schedule for this position (e.g. attach high level Gantt chart*]
5.	**Title of position:**	
	Name of candidate	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]
	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]
	Expected time schedule for this position:	[*insert the expected time schedule for this position (e.g. attach high level Gantt chart*]
6.	**Title of position:** *[insert title]*	
	Name of candidate	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]
	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]
	Expected time schedule for this position:	[*insert the expected time schedule for this position (e.g. attach high level Gantt chart*]

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Form PER-2:
Resume and Declaration
Contractor's Representative and Key Personnel

Name of Bidder

Position [*#1*]: [*title of position from Form PER-1*]		
Personnel information	**Name:**	**Date of birth:**
	Address:	**E-mail:**
	Professional qualifications:	
	Academic qualifications:	
	Language proficiency: *[language and levels of speaking, reading and writing skills]*	
details		
	Address of Procuring agency/Employer:	
	Telephone:	**Contact (manager / personnel officer):**
	Fax:	
	Job title:	**Years with present Procuring agency/Employer:**

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

Project	Role	Duration of involvement	Relevant experience
[main project details]	*[role and responsibilities on the project]*	*[time in role]*	*[describe the experience relevant to this position]*

Declaration

I, the undersigned *[insert either "Contractor's Representative" or "Key Personnel" as applicable]* , certify that to the best of my knowledge and belief, the information contained in this Form PER-2 correctly describes myself, my qualifications and my experience.

I confirm that I am available as certified in the following table and throughout the expected time schedule for this position as provided in the Bid:

Commitment	Details
Commitment to duration of contract:	*[insert period (start and end dates) for which this Contractor's Representative or Key Personnel is available to work on this contract]*
Time commitment:	*[insert period (start and end dates) for which this Contractor's Representative or Key Personnel is available to work on this contract]*

I understand that any misrepresentation or omission in this Form may:

(a) be taken into consideration during Bid evaluation;

(b) result in my disqualification from participating in the Bid;

(c) result in my dismissal from the contract.

Name of Contractor's Representative or **Key Personnel: [*insert name*]**
Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Bidder:

Signature: _____

Date: (day month year): _____

Form CON – 2

Historical Contract Non-Performance, Pending Litigation and Litigation History

Bidder's Name: _____
Date: _____
JV Member Name_____
ICB/NCB No. and title: _____
Page _____of _____pages

Non-Performed Contracts in accordance with Qualification Criteria			
☐ Contract non-performance did not occur January *[insert year]* ☐ Contract(s) not performed since [*insert year]*			
Year	**Non-performed portion of contract**	**Contract Identification**	**Total Contract Amount (current value, currency, exchange rate and PKR equivalent)**
		Contract Identification: Name of Procuring agency/Employer(PA): Address of PA: Reason(s) for nonperformance:	
Pending Litigation, in accordance with Qualification Criteria			
☐ No pending litigation ☐ Pending litigation			

Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount
		Contract Identification: _____ Name of PA: _____ Address of PA: _____ Matter in dispute: _____ Party who initiated the dispute: ____ Status of dispute: _____	
Litigation History in accordance with Section III, Evaluation and Qualification Criteria of the Prequalification document			
☐ No Litigation History ☐ Litigation History			
Year of award	**Outcome as percentage of Net Worth**	**Contract Identification**	**Total Contract Amount (currency), PKR Equivalent (exchange rate)**
[insert year]	*[insert percentage]*	Contract Identification: *[indicate complete contract name, number, and any other identification]* Name of PA: *[insert full name]* Address of PA: *[insert street/city/country]* Matter in dispute: *[indicate main issues in dispute]* Party who initiated the dispute: *[indicate "Procuring agency/Employer" or "Contractor"]* Reason(s) for Litigation and award decision *[indicate main reason(s)]*	*[insert amount]*

Financial Situation

Form FIN – 3.1:

Financial Situation and Performance

Bidder's Name: _____
Date: _____
JV Member's Name_____
ICB No. and title: _____
Page _____of _____pages

1. Financial data

Type of Financial information in (currency)	**Historic information for previous** _____*years,* _____ **(amount in currency, currency, exchange rate*, PKR equivalent)**				
	Year 1	Year 2	Year 3	Year4	Year 5
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					

*Refer to ITB 16 for the exchange rate

2. Sources of Finance

Specify sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.

No.	Source of finance	Amount (PKR)
1		
2		
3		

2. Financial documents

The Bidder and its parties shall provide copies of financial statements for _____years pursuant to Evaluation and Qualifications Criteria, Sub-factor 3.1. The financial statements shall:

(a) reflect the financial situation of the Bidder or in case of JV member, and not an affiliated entity (such as parent company or group member).

(b) be independently audited or certified in accordance with local legislation.

(c) be complete, including all notes to the financial statements.

(d) correspond to accounting periods already completed and audited.

☐ Attached are copies of financial statements for the _____years required above; and complying with the requirements

Form FIN – 3.2:

Average Annual Construction Turnover

Bidder's Name: _____
Date: _____
JV Member's Name_____
ICB/NCB No. and title: _____
Page _____of _____pages

	Annual turnover data (construction only)		
Year	**Amount** **Currency**	**Exchange rate**	**PKR equivalent**
[indicate year]	*[insert amount and indicate currency]*		
Average Annual Construction Turnover *			

* See Section III, Evaluation and Qualification Criteria.

Form FIN – 3.3:

Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as specified in Section (Evaluation and Qualification Criteria)

Financial Resources		
No.	**Source of financing**	**Amount**
1		
2		
3		

Form FIN – 3.4:

Current Contract Commitments / Works in Progress

Bidders and each member to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

Current Contract Commitments					
No.	**Name of Contract**	**Procuring agency/Employer's Contact Address, Tel, Fax**	**Value of Outstanding Work [PKR Equivalent]**	**Estimated Completion Date**	**Average Monthly Invoicing Over Last Six Months [PKR/month)]**
1					
2					
3					
4					
5					

Form FIN - 5:

Self-Assessment Tool for Bidder's Compliance to Financial Resources (Criterion 2.1 of Section 3)

This form requires the same information submitted in Forms FIN – 3.3 and FIN -3.4. All conditions of "Available Financial Resources Net of CCC ≥ Requirement for the Subject Contract" must be satisfied to qualify.

Form FIN - 5A: For Single Entities

For Single Entities: (A)	Total Available Financial Resources from FIN – 3.3 (B)	Total Monthly Financial Requirement for Current Contract Commitments (CCC) from FIN – 3.4 (C)	Available Financial Resources Net of CCC D = (B - C)	Requirement for the Subject Contract (E)	Results: Yes or No [*D must be greater than or equal to E*] (F)
_____ (Name of Bidder)				. . . . .	

Form FIN - 5B: For Joint Ventures

For Joint Ventures: (A)	Total Available Financial Resources from FIN – 3.3 (B)	Total Monthly Financial Requirement for Current Contract Commitments (CCC) from FIN – 3.4 (C)	Available Financial Resources Net of CCC D = (B - C)	Requirement for the Subject Contract (E)	Results: Yes or No [*D must be greater than or equal to E*] (F)
One Partner:					
_____ (Name of Partner)				. . . . .	
Each Partner:					
_____ (Name of Partner 1)				. . . . .	

_____ (Name of Partner 2)				. . . . .	
_____ (Name of Partner 3)				. . . . .	
All partners combined	∑ D = Sum of available financial resources net of current contract commitments for all partners		∑ D = _____	. . . . .	

- Note -

Form FIN – 5 is made available for use by the bidder as a self-assessment tool, and by the employer as an evaluation work sheet, to determine compliance with the financial resources requirement as stated in 2.3.3. Failure to submit Form FIN - 5 by the Bidder shall not lead to bid rejection.

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EXPERIENCE

Form EXP - 4.1

General Construction Experience

Bidder's Name: _____
Date: _____
JV Member's Name_____
ICB/NCB No. and title: _____
Page _____of _____pages

Starting Year	Ending Year	Contract Identification	Role of Bidder
		Contract name: _____ Brief Description of the Works performed by the Bidder: _____ Amount of contract: _____ Name of PA: _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Bidder: _____ Amount of contract: _____ Name of PA: _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Bidder: _____ Amount of contract: _____ Name of PA: _____ Address: _____	

Form EXP - 4.2(a)

Specific Construction and Contract Management Experience

Bidder's Name: _____
Date: _____
JV Member's Name_____
ICB/NCB No. and title: _____
Page _____of _____pages

Similar Contract No.	**Information**			
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor ☐	Member in JV ☐	Management Contractor ☐	Sub-contractor ☐
Total Contract Amount			PKR equivalent	
If member in a JV or sub-contractor, specify participation in total Contract amount				
PA's Name:				
Address: Telephone/fax number E-mail:				

Form EXP - 4.2(a) (cont.)
Specific Construction and Contract Management Experience (cont.)

Similar Contract No.	Information
Description of the similarity in accordance with Sub-Factor 4.2(a) of Section III:	
1. Amount	
2. Physical size of required works items	
3. Complexity	
4. Methods/Technology	
5. Construction rate for key activities	
6. Other Characteristics	

Form EXP - 4.2(b)

Construction Experience in Key Activities

Bidder's Name: _____
Date: _____
Bidder's JV Member Name: _____
Sub-contractor's Name[1] (as per ITB 34.2 and 34.3): _____
ICB/NCB No. and title: _____

Page _____ of _____ pages

All Sub-contractors for key activities must complete the information in this form as per ITB 38 and Qualification Criteria and Requirements, Sub-Factor 4.2.

1. Key Activity No One: _____

	Information			
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor ☐	Member in JV ☐	Management Contractor ☐	Sub-contractor ☐
Total Contract Amount			PKR equivalent	
Quantity (Volume, number or rate of production, as applicable) performed under the contract per year or part of the year	Total quantity in the contract (i)	Percentage participation (ii)		Actual Quantity Performed (i) x (ii)
Year 1				
Year 2				
Year 3				
Year 4				

[1] If applicable

	Information
PA's Name:	
Address: Telephone/fax number E-mail:	

2. Activity No. Two

3. ……

	Information
Description of the key activities in accordance with Section III:	

Form EXP - 4.2 (c)

Specific Experience in Managing ES aspects

[The following table shall be filled in for contracts performed by the Bidder, and each member of a Joint Venture]

Bidder's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member Name: *[insert full name]*
ICB/NCB No. and title: *[insert ICB/NCB number and title]*
Page *[insert page number]* of *[insert total number]* pages

1. Key Requirement no 1 in accordance with 4.2 (c): _____

Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor ☐	Member in JV ☐	Management Contractor ☐	Subcontractor ☐
Total Contract Amount			PKR	
Details of relevant experience				

2. Key Requirement no 2 in accordance with 4.2 (c): _____
3. Key Requirement no 3 in accordance with 4.2 (c): _____
4. …

Appendix-A

Form of Bid Security

(Bank Guarantee)

[The bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[Purchaser to insert its name and address]*

No.: *[Purchaser to insert reference number for the Request for Bids]*

Alternative No.: *[Insert identification No if this is a Bid for an alternative]*

Date: *[Insert date of issue]*

BID GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that _____ *[insert name of the Bidder, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof]* (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its Bid (hereinafter called "the Bid") for the execution of _____ under Request for Bids No. _____ _ ("the RFB").

Furthermore, we understand that, according to the Beneficiary's conditions, Bids must be supported by a Bid guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (_____) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

(a) has withdrawn its Bid during the period of Bid validity set forth in the Applicant's Letter of Bid ("the Bid Validity Period"), or any extension thereto provided by the Applicant; or

(b) having been notified of the acceptance of its Bid by the Beneficiary during the Bid Validity Period or any extension thereto provided by the Applicant, (i) has failed to sign the contract agreement, or (ii) has failed to furnish the performance security, in accordance with the Instructions to Bidders ("ITB") of the Beneficiary's bidding document.

This guarantee will expire: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the Contract agreement signed by the Applicant and the performance security issued to the Beneficiary in relation to such Contract agreement; or (b) if the Applicant is not the successful Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Bidding process; or (ii) twenty-eight days after the end of the Bid Validity Period.

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Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

_____

[Signature(s)]

Appendix-B

Form of Bid-Securing Declaration

[The Bidder shall fill in this Form in accordance with the instructions indicated.]

Date: *[date (as day, month and year)]*
No.: *[number of bidding process]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[complete name of Procuring agency/Employer]*

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid-Securing Declaration.

We accept that we will be blacklisted and henceforth cross debarred for participating in respective category of public procurement proceedings for a period of (not more than) six months, if fail to abide with a bid securing declaration, however without indulging in corrupt and fraudulent practices, if we are in breach of our obligation(s) under the Bid conditions, because we:

(a) have withdrawn our Bid during the period of Bid validity specified in the Letter of Bid; or

(b) having been notified of the acceptance of our Bid by the Procuring agency/Employer during the period of Bid validity, (i) fail or refuse to sign the Contract; or (ii) fail or refuse to furnish the Performance Security (or guarantee), if required, in accordance with the ITB.

We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

Name of the Bidder*_____

Name of the person duly authorized to sign the Bid on behalf of the Bidder**_____

Title of the person signing the Bid_____

Signature of the person named above_____

Date signed _____ day of _____, _____

*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder
**: Person signing the Bid shall have the power of attorney given by the Bidder attached to the Bid

[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all members to the Joint Venture that submits the Bid.]

Appendix-C

Formula for Price Adjustment

Not Applicable

Section VIII. General Conditions (GC)

Red Book:

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The Conditions of Contract are the "General Conditions" which form part of the "Conditions of Contract for Construction for Building and Engineering Works Designed by the Employer ("Red book") Second edition 2017" published by the Federation Internationale Des Ingenieurs – Conseils (FIDIC) and the following "Particular Conditions" which shall complement the General Conditions of the Contract.

An original copy of the above FIDIC publication i.e. "*Conditions of Contract for Building and Engineering Works Designed by the Employer*" must be obtained from FIDIC.

International Federation of Consulting Engineers (FIDIC)

FIDIC Bookshop – Box- 311 – CH – 1215 Geneva 15 Switzerland

Fax: +41 22 799 49 054

Telephone: +41 22 799 49 01

E-mail: fidic@fidic.org

www.fidic.org

FIDIC code: ISBN13: 978-2-88432-084-9

Section IX. Special Conditions of the Contract

Special Conditions of the Contract

The Special Conditions of Contract (SCC) complement the General Conditions of Contract (GCC) to specify data and contractual requirements of the Procuring agency/Employer/ Employer, the engineer, the sector, the overall project, and the works. In the event of a conflict, the provisions herein shall prevail over those in the GCC.

Part A – Contract Data

Contract data of the SCC, includes data to complement the GCC in a manner similar to the way in which the Bid Data Sheet complements the Instructions to Bidders.

SCC Clause Number	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
General Provision (GCC 1)		
1.	1.1.27	**Defects Notification Period (DNP):** 365 days
2.	1.1.31	**Employer's name and address:** Director General, PSB Represented by Superintending Engineer, PSB Srinagar Highway, Near Abpara, Islamabad. Ph: 051-9202410
3.	1.1.35	**Engineer's name and address:** To be Nominated Later
4.	1.1.73	**Sections:** None
5.	1.1.84	**Time for Completion:** 90 days for whole of the Works
6.	1.3	**For notices** Procuring agency/Employer/ Engineer's Authorized representatives name and address: **Director General, PSB** Represented by **Superintending Engineer, PSB** Srinagar Highway, Near Abpara, Islamabad. Ph: 051-9202410

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		Address of Engineer for communications: To be Nominated Later Contractors Authorized representatives name and address: _____
7.	1.4	**Governing Law;** The Applicable Law shall be: Laws of the Islamic Republic of Pakistan
3.	1.4	**Communication Language:** The Communication Language shall be: English
4.	1.5	**Documents forming the contract listed:** As specified in Clause 7.1
5	1.8	**number of additional paper copies of Contractor's Documents:** Six (06)
The Employer/ Procuring agency/Employer (GCC Clause 2)		
5.	2.1	Time for access to the Site: Within 14 days of Signing of Contract Agreement or Not later than the Commencement Date whichever is earlier.
The Engineer (GCC Clause 3)		
6.	3.2	Engineer's Duties and Authority: Variations resulting in an increase of the Accepted Contract Amount in excess of 1% subject to accumulative Variations not exceeding five percent (5%) of the Accepted Contract Amount.
The Contractor (GCC Clause 4)		
7.	4.2	Performance guarantee/ security will be in the form of bank guarantee from any Scheduled Bank in Pakistan or Insurance Bond from an Insurance Company with at least AA Rating from PACRA/VIS in the amount of 10% as a percentage of the Accepted Contract Price.
8.	4.7.2(a)	**Clause 4.7 Setting out** Period for notification of errors in the items of reference*: 28 (twenty-eight) days*
9.	4.22	**Contractor's Operations on site** Not Applicable

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Sub-Contracting (GCC Clause 5)		
10.	5.1(a)	Maximum allowable accumulated value of work subcontracted (as a percentage of the Accepted Contract Amount): Forty percent (40%)
11.	5.1 (b)	Works for which sub-contracting is not permitted: None
Staff and Labour (GCC Clause 6)		
12.	6.5	Normal working hours 08 *(eight) hours.*
Plant, Material and Workmanship (GCC Clause 7)		
13.	7.2	Samples as required by the Engineer.
Commencement, Delays and Suspension (GCC Clause 8)		
14.	8.3	Number of additional paper copies of program: 03 copies
15.	8.8	Delay damages shall be payable for each day of delay shall be 0.12% of the Accepted Contract Amount per day, in the currency and proportions in which the Contract Price is payable. Maximum amount of delay damages is 10% of the Accepted Contract Amount.
16.	8.14	**Applicability of Incentives for Early Completion:** Not Applicable
Measurement and Valuation (GCC Clause 12)		
17.	12.2	Method of measurement shall be in accordance with the reference Technical Specifications, Bill of Quantities and/ or other applicable Schedule(s) for relevant BOQ item of work.
18.	12.3	Percentage of overheads, profit and taxes: 25%
Variations and Adjustments (GCC Clause 13)		
19.	13.4 (b)(ii)	Percentage rate to be applied to Provisional Sums for overhead charges, profit and taxes is: Twenty five percent (25%)
20.	13.7	Adjustments for Changes in Cost: The Accepted Contract Amount shall be adjustable during Contract Execution as per Appendix-C.
Contract Price and Payment (GCC Clause 14)		
21.	14.2	Fifteen percent (15%) of the Accepted Contract Amount excluding Provisional Sums payable in the currencies and proportions in which the Accepted Contract Amount is payable
22.	14.2.3	Repayment of Advance payment: Deduction shall be made at the rate of 20% or as per actual value of the Works executed of each IPC as provided in paragraph (i) of Sub-Clause GCC 14.3, starting from 1st IPC against work done, with

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		validity of Bank Guarantee against Mobilization Advance issued by any Scheduled Bank of Pakistan, provided that the advance payment shall be completely repaid prior to the time when 90% of the Accepted Contract Amount has been certified for payment. It may be more than 20% in the last instalment to ensure full repayment.
23.	14.3	Period of payment: one month
24.	14.3(iii)	Percentage of retention: Seven percent (07%) Limit of Retention Money Five percent (5%)
25.	14.5(b)(i)	Plant and Materials: If Sub-Clause 14.5 applies: Plant and Materials for payment when shipped Not Applicable
26.	14.5(c)(i)	Plant and Materials: Plant and Materials for payment when delivered to the Site Not Applicable.
27.	14.6.2	Withholding (amounts in) an IPC Withholding (amount in) an IPC: 10% of the Accepted Contract Amount.
28.	14.7(a)	Period of payment of Advance Payment to the Contractor Fourteen (14) days for payment of Mobilization Advance
29.	14.7b(i)	Period for the Procuring agency/Employer to make interim payments to the Contractor under Sub-Clause 14.6 (interim Payment): 14 days
30.	14.7b(ii)	Period for the Procuring agency/Employer to make interim payments to the Contractor under Sub-Clause 14.13 (Final Payment): 56 days
31.	14.7(c)	Period for the Procuring agency/Employer to make final payment to the Contractor: 56 days
32.	14.8	financing charges for delayed payment: Nil
33.	14.11.1(b)	Number of additional paper copies of draft Final Statement: four (4)
34.	14.15	Currencies of Payment The Contract Price shall be paid in Pakistani Rupees (PKR).

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35.	14.15 (a)(i)	Local Currency: 100% Foreign Currency: 0%
36.	14.15 (c)	Local Currency: 100% Foreign Currency: 0%
37.	14.15 (f)	Rate of exchange: As stated in Appendix-C.
38.	17.2 (d)	**Liability for Care of the Works** **Nil**
Insurance (GCC Clause 19)		
39.	19.1	Permitted deductible limits insurance required for the Works: 10% of the loss amount on each and every loss. insurance required for Goods: Nil insurance required for liability for breach of professional duty: Nil insurance required against liability for fitness for purpose (if any is required): Nil insurance required for injury to persons and damage to property: Pak Rupees one hundred thousand (PKR. 100,000) per occurrence with number of occurrences unlimited insurance required for injury to employees: Pak Rupees one hundred thousand (Rs. 100,000) per occurrence with number of occurrences unlimited other insurances required by Laws and by local practice: Nil
40.	19.1	Periods for submission of insurance: a) evidence of insurance: Not later than the Commencement Date b) relevant policies: Within twenty-eight (28) days from the Commencement Date
41.	19.2.1(b)	Additional amount to be insured: 15% of Accepted Contract Amount
42.	19.2.1(iv)	List of Exceptional Risks which shall not be excluded from the insurance cover for the Works: Nil
43.	19.2.2	Extent of insurance required for Goods: from Ex-Works to delivery at the Site Amount of insurance required for Goods: Full Replacement Value

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44.	19.2.3(a)	amount of insurance required for liability for breach of professional duty: full replacement value of the Works to be designed by the Contractor
45.	19.2.3(b)	Insurance required against liability for fitness for purpose: Yes
46.	19.2.3	Period of insurance required for liability for breach of professional duty: Until the date of issuance of Performance Certificate
47.	19.2.4	Amount of insurance required for injury to persons and damage to property: Injury to person and Fata case: in accordance with Workmen Compensation Act Damage to Property: PKR 1 million without limit to the number of incidents
48.	19.2.6	**Insurance** Other insurances required by Laws and by local practice: All insurances as applicable to the extent of execution of the project, under Federal and Provincial laws of Islamic Republic of Pakistan.
Dispute Avoidance/ Adjudication Board (GCC Clause 21)		
49.	21.1	As and when required (Ad-hoc DAB)
50.	21.1	Three members to be appointed.
51.	21.1	List of proposed members of DAB - Proposed by Employer/ Procuring agency/Employer 1. …….. 2. ……. 3. …….. - Proposed by Contractor 1. …….. 2. …… 3. ……..
52.	21.2	Appointing entity (official) for DAAB members: Chairman Pakistan Engineering Council (PEC) from the list of PEC approved arbitrators published at its website.
53.	21.6	Arbitration: PEC Rules of Conciliation and Arbitration or Pakistan Arbitration Act of 1940, if the former is inactive. The place of Arbitration shall be in the Employer's country: **Islamabad**

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Part-B Special Provisions

1.1 Definitions

1.1.22 "DAAB or Dispute Avoidance / Adjudication Board"
Delete the text of 1.1.22 and replace with the following:

"**Dispute Adjudication Board**" or "**DAB**" means the person so named in the Contract, or appointed under Clause 21"

1.1.23 "DAAB Agreement"
Delete the text of 1.1.23 and replace with the following:

"**DAB Agreement"** means the Agreement signed or deemed to have been signed by both parties and the sole member of the DAB in accordance with Sub-Clause 21.1. [*Constitution of DAB*] or Sub-Clause 21.2 [*Failure to Appoint DAB Member(s)*], incorporating by reference the General Conditions of DAB Agreement contained in the Appendix of these General Conditions with such amendments as are agreed.

1.1.76 "Specification"

Following is added at the end:

"and consists of two parts i.e.,

i) "Part A - Specific Provisions"; and

ii) "Part B - Specifications

- Technical Provisions"."

1.2 Interpretation

"and" is deleted from the end of sub-paragraph (i) and added at the end of sub-paragraph (j).

Sub-paragraph (k) is added:

"(k) The word "tender" is synonymous with "bid" the word tenderer with "bidder", the words "tender documents" with "bidding documents" and "Schedule of Prices" with "Bill of Quantities", as applicable."

1.5 Priority of Documents

The documents listed at (a) through (k) of this Sub-Clause are deleted and substituted with the following:

(a) the Contract Agreement;

(b) the Letter of Acceptance;

(c) The completed Letters of Technical & Price Bid;

(d) the Particular Conditions Part A - Contract Data;

(e) the Particular Conditions Part B - Special Provisions;

(f) the General Conditions;

(g) the Specification Part A - Specific Provisions;

(h) the Specification Part B - Technical Provisions;

(i) Bill of Quantities (Schedule-D to Bid)

(j) the completed Schedules to Bid including Bill of Quantities;

(k) the Drawings; and

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(l) any other documents forming part of the Contract.

The addenda/corrigenda, if any, shall be deemed to have been incorporated at the appropriate places in the documents forming the Contract.

1.6 Contract Agreement

In the last line of the 1st paragraph the text "shall be borne by the Employer" is substituted by "shall be reimbursed by the Employer to the Contractor".

3.1 The Engineer

In sub-paragraph (a) the text "as defined in the Pakistan Engineering Council Act, 1975 (Act No. V of 1976)" are added after the words "professional engineer"

3.2 Engineer's Duties and Authority

The Engineer shall obtain the consent in writing of the Employer before taking action under the following Sub-Clauses of these Conditions:

(a) Consenting to the subcontracting of any part of the Works under Sub-Clause 5.1 [*Subcontractors*]

(b) Any action under Sub-Clauses 8.9 [*Employer's Suspension*] and 8.12 [*Prolonged Suspension*]

(c) Issuance of "Taking Over Certificate" under Sub-Clause 10.1 [*Taking Over the Works and Sections*].

(d) Issuing the "Performance Certificate" under Sub-Clause 11.9 [*Performance Certificate*].

(e) Sub-Clause 13.1 [*Right to Vary*]: instructing a Variation, except;

(i) in an emergency situation as determined by the Engineer, or

(ii) if such a Variation would increase the Accepted Contract Amount by less than the percentage specified in the Contract Data.

(f) Sub-Clause 13.3 [*Variation Procedure*]: approving a proposal for Variation submitted by the Contractor in accordance with Sub-Clause 13.3.2 [Variation by Request for Proposal] or 13.2 [*Value Engineering*].

(g) Certifying release of second half of the Retention Money under Sub-Clause 14.9 [*Release of Retention Money*].

(h) Issuing Final Payment Certificate under Sub-Clause 14.13 [*Issue of FPC*].

(i) Any Change in the payment thereof under Clause 13.6 [*Adjustment for Changes in Law*].

(j) Extra payment as a result of Contractor's claims under Clause 20 [*Employer's and Contractor's Claim*].

Any such requirement shall not be applied to any action by the Engineer under Sub-Clause 3.7 [*Agreement or Determination*], as

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stated in Sub-Clause 3.2 [*Engineer's Duties and Authority*] of the General Conditions.

Notwithstanding the obligation, as set out above, to obtain approval, if, in the opinion of the Engineer, an emergency occurs affecting the safety of life or of the Works or of adjoining property, he may, without relieving the Contractor of any of his duties and responsibility under the Contract, instruct the Contractor to execute all such work or to do all such things as may, in the opinion of the Engineer, be necessary to abate or reduce the risk. The Contractor shall forthwith comply, despite the absence of approval of the Employer, with any such instruction of the Engineer. The Engineer shall determine an addition to the Contract Price, in respect of such instruction, in accordance with Clause 13 and shall notify the Contractor accordingly, with a copy to the Employer.

Following is added after the words "the Employer's consent is required" in 4th paragraph:

"stating that the Employer's consent has been obtained for that specified authority".

4.2 Performance Security

4.2.1 Contractor's Obligations

The text is deleted and substituted with the following:

The entity issuing the Performance Security and its form shall be as under:

"The Contractor shall provide Performance Security valid till the end of Defects Notification Period, to the Employer in the prescribed form. The said Security shall be furnished or caused to be furnished in favour of the '**SUPERINDENTING ENGINEER, PSB**" by the Contractor within twenty-eight (28) days after the receipt of the Letter of Acceptance. The Performance Security shall be of an amount equal to 10% of the Contract Price stated in the Letter of Acceptance. Such Security shall be in the form of bank guarantee from any Scheduled Bank in Pakistan or Insurance Bond from an Insurance Company with at least AA Rating from PACRA/VIS.

The cost of complying with requirements of this Sub-Clause shall be borne by the Contractor".

Following paragraph is added at the end of this Sub-Clause:

"The amount of Performance Security shall be reduced to 50% following issue of the Taking-Over Certificate for the whole of the Works under Clause 10 of Conditions of Contract."

The cost of complying with requirements of this Sub-Clause shall be borne by the Contractor.

4.3 Contractor's Representative

In second paragraph the text "professional engineer as defined in the Pakistan Engineering Council Act, 1975 (Act No. V of 1976) (having temporary licence in case of foreign engineer under Section 12 of the Pakistan Engineering Council Act, 1975 (Act No. V of 1976)" are added after the words "qualified, experienced".

In the 3rd paragraph the words "28 days" are substituted by "14 days". In 2nd line of 4th paragraph the text "or appoint a replacement" is substituted by "except appointment of a suitable temporary replacement is deployed at the Site"

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4.4 Contractor's Documents

4.4.2 As-Built Records

First paragraph is deleted and the text in the last paragraph is substituted with the following:

"The Contractor shall furnish to the Engineer 6 copies, one reproducible and one electronic copy (provided the Engineer has made available to the Contractor editable form of the Drawings) of all Drawings amended to conform to the Works as built. In case the Engineer does not make available to the Contractor editable form of the Drawings, the Contractor shall furnish to the Engineer as-built data for incorporation in the Drawings. Upon receipt of PDF versions of the as-built drawings prepared by the Engineer, the Contractor shall furnish to the Engineer 6 copies and one reproducible of these Drawings.

The price of such Drawings shall be deemed to be included in the Contract Price."

Following Sub-Clause is added:

4.4.4 Shop Drawings

The Contractor shall submit to the Engineer for review 3 copies of all shop and erection drawings applicable to this Contract as per provision of relevant Sub-Clause of the Contract.

Review and approval by the Engineer shall not exceed 21 days and be construed as a complete check but will indicate only that the general method of construction and detailing is satisfactory and the Engineer's review or approval shall not relieve the Contractor of any of his responsibilities under the Contract.

4.8 Health and Safety Obligations

The following text is added at the end of this Sub-Clause:

In the event of work being carried out outside the normal working hours and in the event of work being carried out at night, the Contractor shall at his own cost, provide and maintain such good and sufficient light as will enable the work to proceed satisfactorily and without danger. The approaches to the Site and the Works where the night work is being carried out shall be sufficiently lighted. All arrangement adopted for such lighting shall be to the satisfaction of the Engineer.

4.20 Progress Reports

At the end of sub-paragraph (g) the word "and" is deleted and at the end of sub-paragraph (h) the full stop (.) is replaced with ";", and the following new sub-paragraphs are added as:

i) planned programme for the execution of the Works for next 56 days to enable the Engineer to determine its programme of inspection and testing;

j) monthly summary of daily job record indicating weather conditions, deployment of Contractor's Equipment, labour employment, local material procurement and material import, if any; and

k) salient contractual and project information

5.1 Subcontractors

Sub-Contracting is not allowed.

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5.2	**Nominated Subcontractors**	Sub-Contracting is not allowed.
6.1	**Engagement of Staff and Labour**	The following paragraph is added at the end of the Sub-Clause: "The Contractor shall, to the extent practicable and reasonable, employ staff (not less than 50%) and labour (not less than 85%) with appropriate qualifications and experience from sources within the Islamic Republic of Pakistan."
6.7	**Health and Safety of Personnel**	The existing text is substituted with the following: "In order to provide for the safety, health and welfare of persons, and for prevention of damage of any kind, all operations for the purposes of or in connection with the Contract shall be carried out in compliance with the Safety Requirements of the Government of Pakistan with such modifications thereto as the Engineer may authorize or direct and the Contractor shall take or cause to be taken such further measures and comply with such further requirements as the Engineer may determine to be reasonably necessary for such purpose. The Contractor shall also provide all other medical services and appoint a health and safety officer at Site if stated in the Specifications. In case of any fatality or serious accident, the Contractor shall, in addition, notify the Engineer immediately by the quickest available means."
6.8	**Contractor's Superintendence**	Insert at the end of sub-paragraph (a) of this Sub-Clause: "or, if not, the Contractor shall make competent interpreters available during all working hours, in a number sufficient for those persons to properly perform their superintendence duties" The following text is added at the end of this Sub-Clause: "The Contractor's authorized representative and his other engineers working at site shall possess valid registration with the Pakistan Engineering Council. The Contractor's authorized representative at Site shall be authorized to exercise adequate administrative and financial powers on behalf of the Contractor so as to achieve completion of the Works as per the Contract."
6.12	**Key Personnel**	The following is inserted at the end of the last paragraph: "If any of the Key Personnel are not fluent in this language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Engineer."
6.13	**Foreign Personnel**	The following Sub-Clauses 6.13 to 6.26 are added at the end of Sub-Clause 6.12: The Contractor may bring in to the Country any foreign personnel who are necessary for the execution of the Works to the extent allowed by the applicable Laws. The Contractor shall ensure that these personnel are provided with the required residence visas and

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work permits. The Employer will, if requested by the Contractor, use all reasonable endeavors in a timely and expeditious manner to assist the Contractor in obtaining any local, state, national, or government permission required for bringing in the Contractor's personnel.

The Contractor shall be responsible for the return of these personnel to the place where they were recruited or to their domicile. In the event of the death in the Country of any of these personnel or members of their families, the Contractor shall similarly be responsible for making the appropriate arrangements for their return or burial.

6.14	**Supply of Foodstuffs**	The Contractor shall arrange for the provision of a sufficient supply of suitable food as may be stated in the Specification at reasonable prices for the Contractor's Personnel for the purposes of or in connection with the Contract.
6.15	**Supply of Water**	The Contractor shall, having regard to local conditions, provide on the Site an adequate supply of drinking and other water for the use of the Contractor's Personnel.
6.16	**Measures against Insect and Pest Nuisance**	The Contractor shall at all times take the necessary precautions to protect the Contractor's Personnel employed on the Site from insect and pest nuisance, and to reduce the danger to their health. The Contractor shall comply with all the regulations of the local health authorities, including use of appropriate insecticide.
6.17	**Alcoholic Liquor or Drugs**	The Contractor shall not, otherwise than in accordance with the Laws of the Country, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or allow importation, sale, gift, barter or disposal thereto by Contractor's Personnel
6.18	**Arms and Ammunition**	The Contractor shall not give, barter, or otherwise dispose of, to any person, any arms or ammunition of any kind, or allow Contractor's Personnel to do so.
6.19	**Festivals and Religious Customs**	The Contractor shall respect the Country's recognized festivals, days of rest and religious or other customs.
6.20	**Funeral Arrangements**	The Contractor shall be responsible, to the extent required by local regulations, for making any funeral arrangements for any of its local employees who may die while engaged upon the Works.
6.21	**Forced Labour**	The Contractor, including its Subcontractors, shall not employ or engage forced labour which consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labour, such as indentured labour, bonded labour or similar labour-contracting arrangements.
6.22	**Child Labour**	The Contractor, including its Subcontractors, shall not employ or engage child labour in accordance with relevant law(s) in force in Islamic Republic of Pakistan.
6.23	**Employment Records of Workers**	The Contractor shall keep complete and accurate records of the employment of labour at the Site. The records shall include the

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names, ages, genders, hours worked and wages paid to all workers. These records shall be summarized on a monthly basis and submitted to the Engineer. These records shall be included in the details to be submitted by the Contractor under Sub-Clause 6.10 [*Contractor's Records*].

6.24 Workers' Organizations

The Contractor shall comply with the relevant labour laws of Pakistan which recognize workers' rights to form and to join workers' organizations/Trade Union of their choosing and to bargain collectively without interference.

6.25 Non-Discrimination and Equal Opportunity

The Contractor shall not make decisions relating to the employment or treatment of Contractor's Personnel on the basis of personal characteristics unrelated to inherent job requirements. The Contractor shall base the employment of Contractor's Personnel on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to any aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, job assignment, promotion, termination of employment or retirement, and disciplinary practices.

Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination. The Contractor shall provide protection and assistance as necessary to ensure non discrimination and equal opportunity, including for specific groups such as women, persons with disabilities, migrant workers and children (of working age in accordance with Sub-Clause 6.22)

6.26 Epidemics

In the event of any out-break of illness of epidemic nature, the Contractor shall comply with and carry out such regulations, orders and requirements as may be made by the Government or the local medical or sanitary authorities for the purpose of overcoming the same.

7.7 Ownership of Plant and Materials

The following is added before the first paragraph: "Except as otherwise provided in the Contract,"

The following is added at the end of the Sub-Clause:

"No Plant and/or Materials that is the property of the Employer shall be removed from the Site. If it becomes necessary to:

(i) remove any item of such Plant from the Site for the purposes of repair, the Contractor shall give a Notice, with reasons, to the Engineer requesting consent to remove the defective or damaged item off the Site. This Notice shall clearly identify the item of defective or damaged Plant, and shall give details of: the defect or damage to be repaired; the place to which defective or damaged item of Plant is to be taken for repair; the transportation to be used (and insurance cover for such transportation); the proposed inspections and testing off the Site; and the planned duration required before the repaired item of Plant shall be returned to the Site. The Contractor shall also provide any further details that the Employer may reasonably

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require; or

(ii) replace any item(s) of such Plant and/or Materials, the Contractor shall give a Notice, with reasons, to the Engineer clearly identifying the item(s) of Plant and/or Materials to be replaced, and giving details of the due date of delivery to the Site of the replacement item(s).

Where any item of Plant and/or Materials has become the property of the Employer under this Sub-Clause before it has been delivered to the Site, the Contractor shall ensure that such an item is not moved except for its delivery to the Site.

The Contractor shall indemnify and hold the Employer harmless against and from the consequences of any defect in title or encumbrance or charge (except any reasonable restriction arising from the intellectual property rights of the manufacturer or producer) on any item of Plant and/or Materials that has become the property of the Employer under this Sub-Clause."

The following Sub-Clause 7.9 is added after Sub Clause 7.8:

7.9	**Use of Pakistani Materials and Services**	The Contractor shall, so far as may be consistent with the Contract, make the maximum use of materials, supplies, plant and equipment indigenous to or produced or fabricated in Pakistan and services available in Pakistan provided such materials, supplies, plant, equipment and services shall be of required standard.
8.1	**Commencement of Works**	The following is added before the first paragraph: "within 14 days, after signing of the Contract Agreement by both Parties," and thereafter the word "The" is replaced with the word "the".

The following Sub-Clause 11.12 is added after Sub-Clause 11.11:

11.12	**Supervisory Assistance During DNP**	If provided under the Schedule of Prices, the Contractor shall provide supervisory assistance to the Employer during the DNP for the Works. Such supervisory assistance shall be as described in the Specification for the purpose of supporting the Employer's operation and maintenance of the Plant for the period specified in the Schedule of Prices after the Date of Completion.
12.2	**Method of Measurement**	The following paragraph is added at the end of the Sub-Clause: "Summary of measured quantity for payment shall be delineated item-wise under four heads namely; "Schedule of Prices Quantity", "Quantity Executed To-date", "Quantity Certified Previously" and "Net Quantity Executed under this Certificate".
12.3	**Valuation of the Works**	After sub-paragraph (c) delete the text of 5th paragraph "Each new rate…… …..relevant matters" and substitute with the following:

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"the valuation will be carried out by the Engineer on the basis of similar items covered in the Bill of Quantities, insofar as such rates or prices apply and where such rates or prices do not directly apply, the value shall be based on the rates or prices deduced therefrom so far as it is practicable to do so. If the same is not provided in the Bill of Quantities, then the valuation will be carried out on the basis of actual with the application of current market rates for labour, material etc. No escalation on account of material, labour, POL etc. shall be allowed on such items if the valuation is carried out on the basis of current market rates and the percentage of overheads, taxes & profit, etc. to be allowed in such cases shall be twenty five percent (25%)."

13.4 Provisional Sums

The following paragraph is inserted as the penultimate paragraph:

"The Provisional Sum shall be used to cover the Employer's share of the DAB members' fees and expenses, in accordance with Clause 21. No prior instruction of the Engineer shall be required with respect to the work of the DAB. The Contractor shall submit the DAB members' invoices and the satisfactory evidence of having paid 100% of such invoices as part of the substantiation of those Statements submitted under Sub-Clause 14.3."

13.6 Adjustments for Changes in Laws

The following paragraphs are added at the end of the Sub-Clause:

"Notwithstanding the foregoing, the Contractor shall not be entitled to an extension of time if the relevant delay has already been taken into account in the determination of a previous extension of time and such Cost shall not be separately paid if the same shall already have been taken into account in the indexing of any inputs to the Table of Adjustment Data in accordance with the provisions of Sub-Clause 13.7 [*Adjustments for Changes in Cost*]."

13.7 Adjustments for Changes in Cost

Not Applicable

Add the following Sub-Clause:

14.2 Advance Payment

<u>14.2.1 Advance Payment Guarantee</u>

The entity issuing the Advance Payment Guarantee and its form shall be as under:

The Advance Payment Guarantee shall be in the form of Guarantee issued by (a) a Scheduled Bank in Pakistan or (b) a foreign bank duly counter-guaranteed by a Scheduled Bank in Pakistan.

<u>14.2.2 Advance Payment Certificate</u>

Add the following at the end:

"The Engineer shall issue an Advance Payment Certificate for the advance payment in following two equal parts:

(i) first part within 14 days after signing of the Agreement or the date of receipt of Engineer's Notice to Commence, whichever is earlier; and

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(ii) second part within 42 days from the date of payment of the first part, subject to the satisfaction of the Engineer as to the state of mobilization of the Contractor, bringing/installing/erecting of essential equipment and mobilization of minimum mandatory staff to complete the requirement for the entire work, having fulfilled his obligation under the Contract agreement for provision of facilities for the Engineer such as Site office, transport etc. and his own facilities such as contractor's camp, storage yards, etc. and having completed at least 2% of the permanent works (to be assessed by the Engineer during this time period."

14.3 Application for interim Payment

Add following text after para (x) of this Sub-Clause:
"Unless otherwise agreed, the Contractor shall be paid in the following manner, the Contract Price adjusted to give effect to such additions thereto and such deductions there from as are provided in the Contract.

Plant and Equipment Supplied from Abroad (outside the Employer Country)

For imported equipment and materials (to be imported for the permanent works), the payment conditions shall be as under:

(i) 25% (Twenty-Five Percent) of the quoted rates of imported items in schedule of prices (Bill of Quantities) shall be paid as advance against Insurance Guarantee from PCRA/AA rated Insurance Company in Pakistan, after the Contractor has obtained necessary approval of equipment and materials from the Engineer.

(ii) 40% (Forty percent) of the quoted rates of imported items in schedule of prices (Bill of Quantities) shall be paid against Insurance Guarantee from PCRA/AA rated Insurance Company in Pakistan after (a) the approval of Technical Submittals and (b) after the Contractor has established his LC or Banking Contract for equipment and materials & submission of Verified LC or Banking Contract documentation to the Employer / Engineer.

(iii) 15% (Fifteen percent) of the quoted rates of imported items in schedule of prices (Bill of Quantities) shall be paid after the Contractor has obtained necessary approval / verification for Factory Acceptance Test of equipment and materials from the Engineer after confirmation of Equipment Manufacturer and Pre-Shipment Inspection at OEM premises.

(iv) 10% (Ten percent) of the quoted rates of imported items in schedule of prices (Bill of Quantities) shall be paid on submission of negotiated shipping documents and safely arrival of equipment / material at Karachi Port after the witness as specified in Sub-Clause 20.6 of Conditions of Contract.

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(v) 05% (Five percent) of the quoted rates of imported items in schedule of prices (Bill of Quantities) shall be paid on delivery of equipment / material at site and issuance of inspection certificates and approval by the Engineer.

(vi) 05% (Five percent) of the quoted rates of imported equipment/material in schedule of prices shall be paid on completion of installation, testing and commissioning of the equipment and system and issuance of taking over certificate by the Engineer.

Plant and Equipment Supplied from within the Employer's Country

The Contractor shall submit to the Engineer after the end of each month six copies, each signed by the Contractor's representative approved by the Engineer a statement, in such form as the Engineer may from time to time prescribe, showing the amounts to which the Contractor considers himself to be entitled up to the end of the month in respect of:

a) the value of the Permanent Works executed,
b) any other items in the Bill of Quantities including those for Contractor's Equipment, Temporary Works, dayworks and the like, and
c) any other sum to which the Contractor may be entitled under the Contract or otherwise.

14.7 Payment

Delete '.' At the end of last paragraph and add the words "or through crossed cheque in favour of the Contractor."

14.8 Delayed Payment

In the first paragraph, third line, the words "compounded monthly" are deleted.

The text of 2nd paragraph is deleted and substituted with the following:

"The Employer shall pay to the Contractor compensation at the rate stated in the Contract Data i.e Nil."

15.2 Termination for Contractor' Default

15.2.1 Notice

Following text is added at the end of sub-paragraph (h) of this Sub-Clause:

"For the purposes of this Contract, corrupt and fraudulent practices have been defined in Public Procurement Rules 2004."

15.2.3 After Termination

The word "and" at the end of sub-paragraph (ii) of paragraph (b) is deleted. The following paragraph is added after sub-paragraph (iii):

"(iv) all Employer-Supplied Materials and/or Employer's Equipment made available to the Contractor in accordance with Sub-Clause 2.6 *[Employer-Supplied Materials and Employer's Equipment]*, and"

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15.4	**Payment after Termination for Contractor's Default**	The following text is added at the end of this Sub-Clause: "The Employer shall be entitled to sell any of the Contractor's Equipment, Temporary Works and unused materials and apply the proceeds of sale towards payment of any debt due from the Contractor to the Employer under this Clause including any outstanding payments to the Subcontractors."
16.2	**Termination by Contractor**	16.2.1 Notice The sub-paragraph (j) is deleted in its entirety. At the end of sub-paragraph (i) "; or" is replaced with "." and at the end of sub-paragraph (h) ";" is replaced with "; or". In sub-paragraph (f) "84 days" are replaced with "180 days" and text "for reasons not attributable to the Contractor" is added at the end.
16.3	**Contractor's Obligations After Termination**	Sub-paragraph (c) is deleted and replaced with: "(c) deliver to the Engineer all Employer-Supplied Materials and/or Employer's Equipment made available to the Contractor in accordance with Sub-Clause 2.6 *[Employer-Supplied Materials and Employer's Equipment];* and (d) remove all other Goods from the Site, except as necessary for safety, and leave the Site."
17.1	**Responsibility for Care of the Works**	After the two instances of "Goods" in the last paragraph, the words "Employer-Supplied Materials and/or Employer's Equipment" are added.
		The following Sub-Clause 17.7 is added after Sub-Clause 17.6:
17.7	**Use of Employer's Accommodation/ Facilities**	The Contractor shall take full responsibility for the care of the items of the Employer's facilities and/or accommodation, if any, as detailed in the Specification, from the date of use and/or occupation by the Contractor until the date on which such use and/or occupation is re-vested in the Employer. If any loss or damage happens to any of the above items during a time while the Contractor is responsible for its care, arising from any cause other than a cause for which the Employer is responsible or liable, the Contractor shall promptly rectify the loss or damage at the Contractor's risk and cost.
18.1	**Exceptional Events**	The words "or disorder" are replaced with "disorder or sabotage" in sub-paragraph (c) of the Clause.
18.4	**Consequences of an Exceptional Event**	The following is added at the end of sub-paragraph (b) after deleting the ".": ", including the costs of rectifying or replacing the Works and/or Goods damaged or destroyed by Exceptional Events, to the extent they are not indemnified through the insurance policy referred to in Sub-Clause 19.2 [*Insurance to be provided by the Contractor*]."
18.5	**Optional Termination**	In sub-paragraph (c), the words "and necessarily" are added after the words "was reasonably".
19.1	**General Requirements**	Following text is added at the end of first paragraph: "The Contractor shall immediately after the date of the Letter of Acceptance submit the draft of insurance policies for the Employer's consent."

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Following text is added at the end of third paragraph:
"The Contractor shall, within the respective periods stated in the Contract Data submit to the Engineer and the Employer a) evidence that the insurances described in this Clause have been effected, and b) copies of policies of the insurances described in Sub-Clauses 19.2.1, 19.2.4 and 19.2.5."

19.2 Insurance to be provided by the Contractor

19.2.5 Injury to employees
The words "sickness, disease" are deleted in the third line of first paragraph.
The following Sub-Clause is added after Sub-Clause 19.2.6:
19.2.7 Insurance Company
"The Contractor shall be obliged to place all insurances described in this Clause with insurers listed in the Contract Data with min. rating of AA by PACRA/VIS.

21.1 Constitution of the DAAB

Delete the text of Sub-Clause 21.1 in its entirety and replace with the following:

Disputes shall be adjudicated by a DAB in accordance with Sub-Clause 21.4 [*Obtaining DAAB's Decision*]. The Parties shall jointly appoint a DAB by the date 28 days after a Party gives notice to the other Party of its intention to refer a dispute to a DAB in accordance with Sub-Clause 21.4.

The DAB shall comprise, as stated in the Contract Data, of one suitably qualified person ("the sole member") or three suitably qualified embers. The members shall be selected from those on the list on PEC Website, other than anyone who is unable or unwilling to accept appointment to the DAB.
The agreement between the Parties and the sole member ("adjudicator") shall incorporate by reference the General Conditions of Dispute Adjudication Agreement contained in the Appendix to FIDIC Conditions of Contract for Plant Design-Build, First Edition 1999, with such amendments as are agreed between them.
The terms of the remuneration of the sole member shall be mutually agreed upon by the Parties when agreeing the terms of appointment. Each Party shall be responsible for paying one-half of this remuneration.
If at any time the Parties so agree, they may appoint a suitably qualified person to replace the member of the DAB. Unless the Parties agree otherwise, the appointment will come into effect if the member declines to act or is unable to act as a result of death, disability, resignation or termination of appointment. The replacement shall be appointed in the same manner as the replaced person was required to have been nominated or agreed upon, as described in this Sub-Clause.
The appointment of the member may be terminated by mutual agreement of both Parties, but not by the Employer or the Contractor acting alone. Unless otherwise agreed by both Parties, the appointment of the DAB (including the member) shall expire when the DAB has given its decision on the dispute referred to it under Sub- Clause 21.4 [*Obtaining DAAB's Decision*], unless other disputes have been referred to the DAB by that time under Sub-Clause 21.4, in which event the relevant date shall be when the DAB has also given decisions on those disputes.

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21.4	**Obtaining DAAB's Decision**		In the 1st paragraph of Sub-Clause 21.4 after the words "if a dispute arises between the parties then, "add the following: "after a DAB has been appointed"; Delete the words " (whether or not any informal discussions have been held under Sub-Clause 21.3 [*Avoidance of Disputes*]); . .21.4.1 " Reference of a Dispute to the DAAB" Delete Sub-Paragraph (a) of Sub-Clause 21.4.1.
21.6	**Arbitration**		The word "international" is deleted in the sixth line of first paragraph. The text of sub-paragraph (a) is substituted with the following: "the Dispute shall be finally settled under the Rules of Arbitration, specified in the Contract Data;"
		The following Clauses are added after Clause 21	
22	**Custom Duty**		The Contractor shall be liable to pay custom duty arising out of the Contract. The rates and prices as stated in the contract shall be deemed to cover all such duties.
23	**Taxes**		The Contractor, Subcontractors and their employees shall be liable to pay income tax, withholding tax, super tax and other taxes on income arising out of the Contract. The rates and prices as stated in the contract shall be deemed to cover all such taxes.
24	**Integrity Part**		If it is found and established at any stage that the Contractor or any of his Subcontractors, agents or servants have violated or involved in violation of the Integrity Pact signed by the Contractor then the Employer shall be entitled to : a) recover from the Contractor an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Contractor or any of his Subcontractors, agent or servants; b) terminate the Contract; and c) recover from the Contractor any loss or damage to the Employer as a result of such termination or of any other corrupt business practices of the Contractor or any of his Subcontractors, agent or servants. The termination under sub-paragraph (b) of this Sub-Clause shall proceed in the manner prescribed under Sub-Clause 15.1 to 15.4 and the payment under Sub-Clause 15.4 shall be made after having deducted the amounts due to the Employer under sub- paragraph (a) and (c) of this Sub-Clause.

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SECTION X: CONTRACT FORMS

Notification of Award

(On Procuring agency/Employer's letterhead)

Letter of Acceptance

[Date]. . . . . .

To: . . . . .[Name and address of the contractor]

Subject: . . . . .[Notification of Award Contract No.]

This is to notify you that your Bid dated . . . . ……..[date]. . . . . …… for execution of the . . . . .[name of the contract and identification number, as given in the Bid Data Sheet] . . . . . for the Accepted Contract Amount of the equivalent of . . . . . [amount in words and figures and name of currency]. . . . ., as corrected and modified in accordance with the Instructions to Bidders, is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose the Performance Security Form included in Section 9 (Contract Forms) of the Bidding Document.

Authorized Signature: .....

Name and Title of Signatory: .....

Name of Agency: .....

Attachment: Contract Agreement

Form of Contract

THIS AGREEMENT made the _____ day of _____ 20_____ between *[name and address of Procuring agency/Employer]* of Pakistan (hereinafter called "the Procuring agency/Employer") of the one part and *[name of Contractor]* of *[city and country of Contractor]* (hereinafter called "the ") of Contractor other part:

WHEREAS the Procuring agency/Employer desired that the works *[brief description of works]* should be executed by the contractor, and has accepted a Bid by the contractor for the execution and completion of these works and remedying of any defects therein, in the sum of *[contract price in words and figures]* (hereinafter called "the Contract Price").

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Contract, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below:-

(a)	This form of Contract;
(b)	Letter of Acceptance;
(c)	the Form of Bid and the Price Schedule submitted by the Bidder;
(d)	the Works Requirements;
(e)	the Technical Specifications;
(f)	the Drawings;
(g)	the General Conditions of the Contract
(h)	the Special Conditions of Contract,
(i)	the completed schedule including Bill of Quantities; and
(j)	[*add here: any other documents*]

3. In consideration of the payments to be made by the Procuring agency/Employer to the contractor as mentioned in this contract, the contractor hereby covenants with Procuring agency/Employer to execute the works to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Procuring agency/Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Contract to be executed in accordance with their respective laws the day and year first above written.

NATIONAL ENGINEERING SERVICES PAKISTAN (PVT) LTD. NESPAK ISLAMABAD

Signed, sealed, delivered by _____the _____ (for the Procuring agency/Employer)	Signed, sealed, delivered by _____the _____ (for the Contractor)
Witness to the signatures of the Procuring agency/Employer …… …	Witness to the signatures of the Contractor …… …

Performance Guarantee Form

To: *[name of Procuring agency/Employer]*

WHEREAS *[name of Contractor]* (hereinafter called "the contractor") has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated *[insert date]* for the execution of *[insert name of the works and its brief description]* (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the contractor shall furnish you with a Bank Guarantee by a reputable bank for the sum specified therein as security for compliance with the Contractor's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Contractor a guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the 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 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: *[insert date]*

Signature and seal of the Guarantors

_____

[name of bank or financial institution]

_____

[address]

_____

[date]

NATIONAL ENGINEERING SERVICES PAKISTAN (PVT) LTD. NESPAK ISLAMABAD

Advance Payment Security

Demand Guarantee

_____

Beneficiary: _____

Date: _____

ADVANCE PAYMENT GUARANTEE No.: _____

Guarantor: _____

We have been informed that [Inset name of the Contractor] (hereinafter called "the Contractor") has entered into Contract No. _____ dated _____ with the [insert name of the Procuring agency/Employer] (hereinafter called "the Procuring agency/Employer") for the execution of _____ (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum _____ (_____) is to be made against an advance payment guarantee.

At the request of the Contractor, we as Guarantor, hereby irrevocably undertake to pay the Procuring agency/Employer any sum or sums not exceeding in total an amount of _____ upon receipt by us of the Procuring agency/Employer's complying demand supported by the Procuring agency/Employer's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

(a) has used the advance payment for purposes other than the costs of mobilization in respect of the Works; or

(b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Contractor has failed to repay.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Procuring agency/Employer's bank stating that the advance payment referred to above has been credited to the Contractor on its account number _____ at _____..

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as specified in copies of interim statements or payment certificates which shall be presented to us.

The Guarantee shall remain valid up to the aforesaid date and shall be null and void after the aforesaid date or earlier if the advance made to the Contractor is fully adjusted against payments from Interim Payment Certificates of the Contractor provided that the Guarantor agrees that the

NATIONAL ENGINEERING SERVICES PAKISTAN (PVT) LTD. NESPAK ISLAMABAD

aforesaid period of validity shall be deemed to be extended if on the above mentioned date the advance payment is not fully adjusted.

_____

[signature(s)]

Note: All italicized text is for use in preparing this form and shall be deleted from the final product.

Retention Money Security
Demand Guarantee

_____ *[Guarantor letterhead or SWIFT identifier code]*

Beneficiary: _____ *[Insert name and Address of Procuring agency/Employer]*

Date: _____*[Insert date of issue]*

RETENTION MONEY GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that _____ *[insert name of Contractor, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Contractor") has entered into Contract No. _____ *[insert reference number of the contract]* dated _____ with the Procuring agency/Employer, for the execution of _____ *[insert name of contract and brief description of* Works*]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, the Procuring agency/Employer retains moneys up to the limit set forth in the Contract ("the Retention Money"), and that when the Taking-Over Certificate has been issued under the Contract and the first half of the Retention Money has been certified for payment, payment of *[*insert the second half of the Retention Money *or if the amount guaranteed under the Performance Guarantee when the Taking-Over Certificate is issued is less than half of the Retention Money,* the difference between half of the Retention Money and the amount guaranteed under the Performance Security and, if required, the ES Performance Security*]* is to be made against a Retention Money guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ *[insert amount in figures]* (_____) *[amount in words]* upon receipt by us of the Procuring agency/Employer's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without your needing to prove or show grounds for your demand or the sum specified therein.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Procuring agency/Employer's bank stating that the second half of the Retention Money as referred to above has been credited to the contractor on its account number _____ at _____ *[insert name and address of Contractor's bank].*

This guarantee shall expire no later than the …. day of ……, 2…, and any demand for payment under it must be received by us at the office indicated above on or before that date.

_____
[signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

Integrity Pact

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS.10.00 MILLION OR MORE

Contract Number: _____ Dated: _____
Contract Value: _____
Contract Title: _____

[Name of 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 Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing [Name of Contractor] represents and warrants that it has fully declared the brokerage, commission, fee 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 Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultations 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 GoP, except that which has been expressly declared pursuant hereto.

[Name of 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 GoP and has not taken any action or will not take any action to circumvent the above declaration, representative or warranty.

[Name of Contractor] accepts full responsibility and strict liability for making and false declaration, not making full disclosure, misrepresenting fact 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 GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [Name of Contractor] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of

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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 GoP.

_____ _____

[Procuring agency/Employer] [Contractor]

Ministry of Inter Provincial Coordination
Government of Pakistan

PAKISTAN SPORTS BOARD (PSB)

REVAMPING AND REFURBISHMENT OF DIFFERENT FACILITIES AT PAKISTAN SPORTS COMPLEX, ISLAMABAD

PACKAGE 5
HVAC WORKS FOR AMIR KHAN BOXING ACADEMY AND HAMIDI HALL

PRICE BID

BIDDING DOCUMENTS VOLUME – IV

NOVEMBER, 2026

NATIONAL ENGINEERING SERVICES PAKISTAN (PVT.) LTD.
NESPAK House, Sector G-5/2, Islamabad, Tel: 051-9221910-13, Fax: 051-9221914.

PAKISTAN SPORTS BOARD (PSB)

REVAMPING AND REFURBISHMENT OF DIFFERENT FACILITIES AT PAKISTAN SPORTS COMPLEX, ISLAMABAD

VOLUME – IV

PRICE BID

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- **Preamble to Bill of Quantities**
- **Bill of Quantities**

NATIONAL ENGINEERING SERVICES PAKISTAN (PVT) LTD. NESPAK ISLAMABAD

Letter of Price Bid

Name of Contract: "Revamping And Refurbishment Of Different Facilities at Pakistan Sports Complex, Islamabad" **– PACKAGE 5 HVAC WORKS FOR AMIR KHAN BOXING ACADEMY AND HAMIDI HALL**

To: **Superintending Engineer, PSB**
Srinagar Highway, Near Abpara, Islamabad.
Ph: 051-9202410

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (IB)9;

(b) The total price of our Bid, excluding any discounts offered in item (c) below is: Rs.....

(c) The discounts offered and the methodology for their application are:
Rs.....

(d) Our Bid shall be valid for a period of **120** days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(e) If our Bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;

(f) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed and we do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other bidder for the Works.

(g) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

(h) We agree to permit Employer or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors. This permission is extended for verification of any information provided in our Technical Bid which comprises all documents enclosed herewith in accordance with IB.12.1 (A) of the Bidding Data Sheet.

(i) If awarded the contract, the person named below shall act as Contractor's Representative.

Name .....

In the capacity of .....

Signed .....

Duly authorized to sign the Bid for and on behalf of .....

Date .....

Address.....

BILL OF QUANTITIES

A. Preamble:

1. The Bidder shall quote percentage above or below on the Total amount put to Bid and given in the total summary of Estimate.

2. The Priced Bill of Quantities shall be read in conjunction with the Conditions of Contract, Specifications and Drawings.

3. The quantities given in the Priced Bill of Quantities are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work executed and measured by the Contractor and verified by the Engineer and valued at the rates and prices entered in the Priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix as per the Contract.

4. The rates and prices entered in the Priced Bill of Quantities shall, except insofar as it is otherwise provided under the Contract include all costs of Contractor's plant, labour, supervision, materials, execution, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the Contract. Furthermore, all duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to deadline for submission of Bids, shall be included in the rates and prices and the total Bid Price submitted by the Bidder.

5. The items mentioned in the Priced Bill of Quantities consist of furnishing all plant, labor, equipment, machinery, appliances, materials, fittings, fixtures, fabrication, erection and installation required for completing the item/works. The work shall be done in accordance with Drawings, Technical Specifications, Estimate and directions of the Engineer complete in all respect.

6. Complete description of items of works in the Priced Bill of Quantities, general directions, conditions and limitations of works, location and place of works, applicable methods, means to be adopted, type and quality of materials, use of tools, plant, and machinery are not necessarily repeated not summarised in the Priced Bill of Quantities. Reference to the relevant sections of the Technical Specifications and Drawings shall be made before entering prices against each item in the Priced Bill of Quantities.

7. The "Ref Specs" mentioned in the Priced Bill of Quantities indicates the Technical Specifications section number(s) which are to be followed during execution of item of work in accordance with the applicable drawings.

8. Notwithstanding provisions of Clause 13 of Part-1, General Conditions, no claim for extra payment will be admissible on account of anticipated profit or variation in overheads expenditure for the works not actually performed nor will any adjustment in the unit rate set forth in the Priced Bill of Quantities be made because of any increase or decrease in the quantities indicated therein.

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9. Unless otherwise stated in the text of the Priced Bill of Quantities, the quantities have to be measured and paid in accordance with the Measurement and Payment Clauses given in the relevant MES 2025 Technical Specifications or in accordance with implied meaning of the specifications. Any special method of measurement stated in the text of Priced Bill of Quantities is limited to the concerned items only.

10. In case of any discrepancy in description or unit or rate of any scheduled item provided in the BOQ with the description or unit or rate of any scheduled item provided in MES 2025, the description, unit and rate of item as provided in MES 2025 shall prevail.

11. If during the currency of Contract, extra work is required to be executed which is not part of Bill of Quantities, rates of items not part of BOQ will be taken from MES 2025 and percentage quoted by the Contractor in Bid will be applied on those rates as well.

12. MES 2025 Specifications and the Technical Specifications enclosed in Volume-II (Technical Provisions) of Bidding/Contract Documents shall be applicable for schedule Items and non-schedule items, respectively. "Ref Spec. No. indicates the specification section number which as a whole or part (for which the Engineer shall be the sole judge) of these specifications are to be followed during execution of the item of work in accordance with the applicable drawings.

13. The following abbreviations for the Units have been used in the Priced Bill of Quantities:

Unit	**Abbreviations**
Square Feet	Sft.
Cubic Feet	Cft.
Running Meter	RM/M
Square Meter	Sqm.
Cubic Meter	Cum.
Metric Ton	Ton.
Per Number	No. / Each
Lump Sum Job	Job
Kilogram	Kg

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BILL OF QUANTITIES

B. Work Items:

Summary of Works

1. HVAC Works

Bidders shall price the Bill of Quantities in Pak. Rupees (PKR) only.

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PAKISTAN SPORTS COMPLEX, ISLAMABD

REVAMPING AND REFURBISHMENT OF DIFFERENT FACILITIES AT PAKISTAN SPORTS COMPLEX, ISLAMABAD

HVAC WORKS

Sr. No.	Description	Total Price (Rs.)
1	Hamidi Hall HVAC System	49,879,160
2	Amir Khan Boxing Hall HVAC System	123,121,100
	Total (Rs.)	**173,000,260**
Percentage Above / Below		
Grand Total After %age Above / Below		
Amunt in Words		

PAKISTAN SPORTS BOARD, ISLAMABAD

HEATING, VENTILATION, AIR CONDITIONING (HVAC) SYSTEM AT AMIR KHAN BOXING HALL, ISLAMABAD SPORTS COMPLEX

PRICED BILL OF QUANTITIES

ITEM No.	DESCRIPTION	UNIT	QTY	UNIT RATE (Rs.)		TOTAL AMOUNT (Rs.)		G. TOTAL AMOUNT (PKR)
				SUPPLY	SERVICES (INSTALLATION, TESTING & COMMISSIONING)	SUPPLY (COL 4 X COL 5)	SERVICES (INSTALLATION, TESTING & COMMISSIONING) (COL 4 X COL 6)	COL 7 + COL 8
1	2	3	4	5.00	6.00	7.00	8.00	9
1	**Supply, installation, testing, and commissioning of factory-assembled Air Cooled Rooftop Packaged Air Conditioners, complete with scroll/screw compressors, air-cooled condenser with axial fans, evaporator coil, supply air fan, filters (G4), microprocessor-based control panel, weatherproof casing suitable for outdoor installation, refrigerant charge, safety controls, vibration isolators, spare parts and all accessories as required for proper operation.** **The item shall include lifting to roof level, mounting on galvanized steel curb/base frame, complete in all respects as per project specifications, drawings, etc.**							
a)	PAC-1 (Nominal Capacity 360 MBH, ESP = 1.0 inch of WC, Max. Air Flow = 11,500 CFM)	EACH	6	14,495,000	350,000	86,970,000	2,100,000	89,070,000
b)	Essential Spare Parts	LOT	1	1,500,000	50,000	1,500,000	50,000	1,550,000
2	**Supply and installation of hanging and support arrangement for complete HVAC Works and related electrical works including all accessories complete in all respect.**	LOT	1	4,000,000	250,000	4,000,000	250,000	4,250,000
3	**Supply and installation of Sheet Metal Ducting various Guages as per SMACNA schedule including all accessories & fitting complete in all respect.**							
a)	**Rectangular Duct**							
a-1)	US Gauge 24	SFT	360	270	40	97,200	14,400	111,600
a-2)	US Gauge 22	SFT	2,800	300	40	840,000	112,000	952,000



PAKISTAN SPORTS BOARD, ISLAMABAD

HEATING, VENTILATION, AIR CONDITIONING (HVAC) SYSTEM AT AMIR KHAN BOXING HALL, ISLAMABAD SPORTS COMPLEX

PRICED BILL OF QUANTITIES

				UNIT RATE (Rs.)		TOTAL AMOUNT (Rs.)		G. TOTAL AMOUNT (PKR)
b)	**Round Duct**							
b-1)	US Gauge 24	SFT	1,000	270	40	270,000	40,000	310,000
b-2)	US Gauge 22	SFT	9,000	300	40	2,700,000	360,000	3,060,000
b-3)	US Gauge 20	SFT	1,300	320	40	416,000	52,000	468,000
4	**Supply and installation of insulation including transportation, storage as specified with all taxes and duties.**							
a)	Indoor Supply/Return Air Duct exposed to vision and outdoor with cladding	SFT	11300	300	20	3,390,000	226,000	3,616,000
b)	Acoustic Liner on Supply Air Ducts and Sheet Metal Air Plenums	SFT	1000	136	20	136,000	20,000	156,000
5	**Supply & installation of pre assembled Flexible Duct Connectors factory fabricated with coated woven fabric and G.I. collars both by means of double lock seam on each side as specified, transportation, unloading, storage, lifting, and fixing at locations including all taxes and duties.**							
a	Flexible Duct Connectors (Rectangular)	RFT	140	870	40	121,800	5,600	127,400
b	Duct Flexible Connection where duct crosses building joints(Construction Joints)	Lot	1	350,000	50,000	350,000	50,000	400,000
6	**Supply & installation of G.I, Air Inlets/Outlets, transportation, unloading, storage, lifting, and fixing at locations including all taxes and duties.**							
a	Code A: Side Wall Supply Air Adjustable Eye Ball Jet Flow Diffuser							
ii)	Dia 14 inch	EACH	76	16,400	1,250	1,246,400	95,000	1,341,400
b	Code B: Side Wall Return/ Exhaust Air Grille with double Deflection Adjustable Bars	SFT	100	4,210	110	421,000	11,000	432,000
d	Code D: Outdoor Air Anti Vermin Anti Bird Mesh Louvers	SFT	40	2,970	110	118,800	4,400	123,200

NESPAK ISLAMABAD NATIONAL ENGINEERING SERVICES PAKISTAN (PVT) LTD.

PAKISTAN SPORTS BOARD, ISLAMABAD

HEATING, VENTILATION, AIR CONDITIONING (HVAC) SYSTEM AT AMIR KHAN BOXING HALL, ISLAMABAD SPORTS COMPLEX

PRICED BILL OF QUANTITIES

				UNIT RATE (Rs.)		TOTAL AMOUNT (Rs.)		G. TOTAL AMOUNT (PKR)
7	**Supply and installation of Volume Control Dampers for complete system with accessories and fitting complete in all respect.**							
a)	Rectangular Volume Damper	SFT	50	4,970	200	248,500	10,000	258,500
b)	Circular Volume Damper							
b-1)	Dia 38" inch	EACH	4	40,400	1,250	161,600	5,000	166,600
b-2)	Dia 32" inch	EACH	4	34,100	1,250	136,400	5,000	141,400
b-3)	Dia 28" inch	EACH	12	29,900	1,250	358,800	15,000	373,800
8	**Supply & installation of G.I Sheet Fire Dampers, transportation, unloading, storage, lifting, and fixing at locations including all taxes and duties.**							
a)	Rectangular Fire Damper	SFT	40	6,320	200	252,800	8,000	260,800
b)	Circular Fire Damper with neck adaptor							
b-1)	Dia 38" inch	EACH	4	66,700	1,250	266,800	5,000	271,800
b-2)	Dia 32" inch	EACH	4	47,000	1,250	188,000	5,000	193,000
9	**Supply & installation of Filters other than installed in filter boxes of PAC including transportation, unloading, storage, lifting, and fixing at locations including all taxes and duties.**	SFT	40	4,320	120	172,800	4,800	177,600

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PAKISTAN SPORTS BOARD, ISLAMABAD

HEATING, VENTILATION, AIR CONDITIONING (HVAC) SYSTEM AT AMIR KHAN BOXING HALL, ISLAMABAD SPORTS COMPLEX

PRICED BILL OF QUANTITIES

				UNIT RATE (Rs.)		TOTAL AMOUNT (Rs.)		G. TOTAL AMOUNT (PKR)
10	**Supply and Installation of relevant electrical equipment, power cables, cable trays, conduits and control work with all accessories.**							
a	**ACP**							
	Amir Hall							
a-1)	ACP 01	EACH	1	475,000	50,000	475,000	50,000	525,000
a-2)	ACP 02	EACH	1	475,000	50,000	475,000	50,000	525,000
a-3)	ACP 03	EACH	1	475,000	50,000	475,000	50,000	525,000
a-4)	ACP 04	EACH	1	475,000	50,000	475,000	50,000	525,000
b	All electrical works as specified except MCC and ACP mentioned under item (a) above including all HVAC equipment, Wiring works complete in all respect	Lot	1	7,500,000	100,000	7,500,000	100,000	7,600,000
11	**Supply and installation of UPVC Condensate Drain pipe including fittings, slopes, connection to nearest drain, complete in all respect.**							
a)	**Dia 1-1/4"**	RFT	40	210	40	8,400	1,600	10,000
12	**Relevant civil works required to complete the system including, equipment foundations, boxing, cutting, patching,Decorative fencing, repairing, opening, sealing etc. complete an all respect.**	LOT	1	1,500,000	500,000	1,500,000	500,000	2,000,000
13	**Testing & Commissioning of overall HVAC system.**	LOT	1	50,000	550,000	50,000	550,000	600,000
14	**Operations & Maintenance of overall HVAC system during Defect Liability Period as specified.**	MONTHS	12	50,000	200,000	600,000	2,400,000	3,000,000
				TOTAL = Rs				**123,121,100**



PAKISTAN SPORTS BOARD, ISLAMABAD

HEATING, VENTILATION, AIR CONDITIONING (HVAC) SYSTEM AT HAMIDI HALL, PAKSIATN SPORTS COMPLEX, ISLAMABAD

PRICED BILL OF QUANTITIES

ITEM No.	DESCRIPTION	UNIT	QTY	UNIT RATE (Rs.)		TOTAL AMOUNT (Rs.)		G. TOTAL AMOUNT (PKR)
				SUPPLY	SERVICES (INSTALLATION, TESTING & COMMISSIONING)	SUPPLY (COL 4 X COL 5)	SERVICES (INSTALLATION, TESTING & COMMISSIONING) (COL 4 X COL 6)	COL 7 + COL 8
1	2	3	4	5	6	7	8	9
1	**Supply, installation, testing, and commissioning of factory-assembled Air Cooled Rooftop Packaged Air Conditioners, complete with scroll/screw compressors, air-cooled condenser with axial fans, evaporator coil, supply air fan, filters (G4), microprocessor-based control panel, refrigerant charge, safety controls, vibration isolators, spare parts and all accessories as required for proper operation.PACS shall be suitbale to operate at ambient temperature of 115 ºF (46 ºC).** **The item shall include lifting to roof level, mounting on galvanized steel curb/base frame, complete in all respects as per project specifications, drawings, etc. including all taxes and duties.**							
a)	PAC-1 (Nominal Capacity 240 MBH, ESP = 1.0 inch of WC, Max. Air Flow = 9500 CFM)	EACH	4	7,440,000	350,000	29,760,000	1,400,000	31,160,000
b)	Essential and Recommended Spare Parts	LOT	1	1,000,000	50,000	1,000,000	50,000	1,050,000
2	**Supply and installation of hanging and support arrangement for complete HVAC Works and related electrical works including all accessories as required for propoper operation. Complete in all respect including all taxes and duties.**	LOT	1	2,000,000	100,000	2,000,000	100,000	2,100,000
3	**Supply, installation, testing, and commissioning of fans as indicated on drawings, complete with electric motor, fan casing, impeller, anti-vibration mounts, belt drive or direct drive as applicable, and all accessories required for proper operation. Complete in all respect including all taxes and duties.**							
a)	EF-1 (Propeller Fan, Air Flow 500 cfm)	EACH	2	15,000	4,800	30,000	9,600	39,600
b)	EF-2 (Centrifugal Inline, Direct Drive, Air Flow 500 cfm, ESP = 0.5")	EACH	2	69,000	14,400	138,000	28,800	166,800
4	**Supply and installation of Sheet Metal Ducting various Guages as per SMACNA schedule including all accessories & fitting. Complete in all respect including all taxes and duties.**							

NESPAK ISLAMABAD

PAKISTAN SPORTS BOARD, ISLAMABAD

HEATING, VENTILATION, AIR CONDITIONING (HVAC) SYSTEM AT HAMIDI HALL, PAKSIATN SPORTS COMPLEX, ISLAMABAD

PRICED BILL OF QUANTITIES

				UNIT RATE (Rs.)		TOTAL AMOUNT (Rs.)		G. TOTAL AMOUNT (PKR)
a)	US Gauge 26	SFT	200	250	40	50,000	8,000	58,000
b)	US Gauge 24	SFT	500	270	40	135,000	20,000	155,000
c)	US Gauge 22	SFT	8,215	300	40	2,464,500	328,600	2,793,100
5	**Supply and installation of insulation including transportation, storage as specified with all taxes and duties.**							-
a)	Indoor Supply/Return Air Duct exposed to vision and outdoor with cladding	SFT	8215	300	20	2,464,500	164,300	2,628,800
b)	Acoustic Liner on Supply Air Ducts and Sheet Metal Air Plenums	SFT	500	136	20	68,000	10,000	78,000
6	**Supply and installation of pre assembled Flexible Duct Connectors factory fabricated with coated woven fabric and G.I. collars both by means of double lock seam on each side as specified, transportation, unloading, storage, lifting, and fixing at locations including all taxes and duties.**							
a)	Flexible Duct Connectors (6" wide)	RFT	100	870	40	87,000	4,000	91,000
b)	Duct Flexible Connection where duct crosses building joints(Construction Joints)	Lot	1	100,000	25,000	100,000	25,000	125,000

NATIONAL ENGINEERING SERVICES PAKISTAN (PVT) LTD
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PRICED BILL OF QUANTITIES

				UNIT RATE (Rs.)		TOTAL AMOUNT (Rs.)		G. TOTAL AMOUNT (PKR)
7	**Supply & installation of G.I, Air Inlets/Outlets extruded aluminium anodized/powder coated, transportation, unloading, storage, lifting, and fixing at locations including all taxes and duties.**							
a)	Code A: Side Wall Supply Air Adjustable Concentric Ring Jet Flow Diffuser							
i)	Dia 22 inch	EACH	28	21,600	1,250	604,800	35,000	639,800
b)	Code B: Side Wall Return/ Exhaust Air Grille with Double Deflection Adjustable Bars	SFT	75	4,210	110	315,750	8,250	324,000
c)	Code C: Return/Exhaust Air Diffuser Square Face Rectangular Neck	SFT	10	4,540	110	45,400	1,100	46,500
d)	Code D: Outdoor/Exhaust Air Anti Vermin Anti Bird Mesh Louvers	SFT	15	2,970	110	44,550	1,650	46,200
8	**Supply and installation of butterfly or multiple opposed blade type as per latest SMACNA Duct Construction Standards Dampers, of Prime Quality G.I sheet of specified thickness, the volume damper shall be muti-leaf type, with a mximum blade width of 8", heavy duty quadrant operators with stand off mountings on thermally insulated ducts to provide clearance between the duct surface and operator, equal to the thickness of the insulation, capable of being locked at desired position conveniently, provided with a baked enamel finish complete in all respects as approved and directed by the Engineer Incharge. Including all taxes and duties.**							
a)	Volume Control Damper (16 Gauge)	SFT	60	4,970	200	298,200	12,000	310,200
9	**Supply and installation of Filters (2" thick washable aluminium metal) other than installed in filter boxes of PAC including transportation, unloading, storage, lifting, and fixing at locations including all taxes and duties.**	SFT	14	4,320	120	60,480	1,680	62,160



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HEATING, VENTILATION, AIR CONDITIONING (HVAC) SYSTEM AT HAMIDI HALL, PAKSIATN SPORTS COMPLEX, ISLAMABAD

PRICED BILL OF QUANTITIES

				UNIT RATE (Rs.)		TOTAL AMOUNT (Rs.)		G. TOTAL AMOUNT (PKR)
10	**Supply and Installation of relevant electrical equipment, power cables, cable trays, conduits and control work with all accessories. Complete in all respect including all taxes and duties.**							-
a)	ACP	Lot	1	800,000	50,000	800,000	50,000	850,000
b)	All electrical works as specified except ACP mentioned under item (a) above including all HVAC equipment, Wiring works complete in all respect	Lot	1	2,000,000	100,000	2,000,000	100,000	2,100,000
11	**Supply and installation of UPVC pipe (Class E), for Condensate Drain including fittings, slopes, connection to nearest drain. Complete in all respect including all taxes and duties.**							-
a)	Dia 1-1/4"	RFT	20	210	40	4,200	800	5,000
12	**Relevant civil works required to complete the system including, equipment foundations, boxing, cutting, patching, Decorative fencing, repairing, opening, sealing etc. Complete in all respect including all taxes and duties.**	LOT	1	1,000,000	500,000	1,000,000	500,000	1,500,000
13	**Testing & Commissioning of overall HVAC system.**	LOT	1	50,000	500,000	50,000	500,000	550,000
						-	-	-
14	**Operations & Maintenance of overall HVAC system during Defect Liability Period as specified.**	MONTHS	12	50,000	200,000	600,000	2,400,000	3,000,000
				TOTAL = Rs				**49,879,160**

