

**GOVERNMENT OF PAKISTAN
COLLECTORATE OF CUSTOMS
(APPRAISEMENT) CUSTOMS SALT
HOUSE, KOHAT CANTT**



BIDDING AND CONDITIONS OF CONTRACT

**Uplifting / Renovation and Interior & Exterior Construction Works for
Customs Salt House at Kohat under Deputy Collector (HQ),
Collectorate of Customs (Appraisalment), Kohat Cantt**



MAR 2026

GOVERNMENT OF PAKISTAN COLLECTORATE OF CUSTOMS
(APPRAISEMENT) CUSTOMS SALT HOUSE, KOHAT CANTT

**Uplifting / Renovation and Interior & Exterior Construction Works
for Customs Salt House at Kohat under Deputy Collector (HQ),
Collectorate of Customs (Appraisement), Kohat Cantt**

(Single Stage Two Envelop Procedure)

Public Procurement Regulatory Authority
Pakistan

MAR, 2026

**GOVERNMENT OF PAKISTAN
COLLECTORATE OF CUSTOMS (APPRAISEMENT) CUSTOMS
SALT HOUSE, KOHAT CANTT.**

REPAIR AND MAINTENANCE OF CUSTOMS SALT HOUSE FOR THE COLLECTORATE OF
CUSTOMS (APPRAISEMENT) CUSTOMS SALT HOUSE, KOHAT CANTT

BIDDING AND CONDITIONS OF CONTRACT (Civil and Allied Works)

Table of Contents

Section No.	Description
Part-A	BIDDING PROCEDURE & REQUIREMENTS
Section I	Invitation for Bids
Section II	Instructions to Bidders (ITB)
Section III	Bid Data Sheet (BDS)
Section IV	Eligible Countries
Section V	Evaluation and Qualification Criteria
Section VI	Works Requirements, Technical Specifications, Drawings, Supplementary Information and Bill of Quantities
Section VII	Standard Bidding Forms
Part-B	CONDITIONS OF CONTRACT AND CONTRACT FORMS
Section VIII	General Conditions of Contract (GCC)
Section IX	Special Conditions of Contract (SCC)
Section X	Contract Forms

TABLE OF CONTENT

<u>PART-A: BIDDING PROCEDURE & REQUIREMENTS.....</u>	<u>7</u>
<u>SECTION I: INVITATION FOR BIDS.....</u>	<u>7</u>
<u>SECTION II: INSTRUCTION TO BIDDERS (ITBs).....</u>	<u>10</u>
<u>A. INTRODUCTION.....</u>	<u>11</u>
1. <u>Scope of Bid.....</u>	<u>11</u>
2. <u>Source of Funds.....</u>	<u>11</u>
3. <u>Eligible Bidders.....</u>	<u>11</u>
4. <u>Eligible Material and Equipment.....</u>	<u>14</u>
5. <u>One Bid per Bidder.....</u>	<u>14</u>
6. <u>Cost of Bidding.....</u>	<u>14</u>
<u>B. BIDDING DOCUMENTS.....</u>	<u>15</u>
7. <u>Contents of Bidding Documents.....</u>	<u>15</u>
8. <u>Clarification of Bidding Document, Pre-bid Meeting.....</u>	<u>16</u>
9. <u>Amendment of Bidding Documents.....</u>	<u>17</u>
<u>C. PREPARATION OF BIDS.....</u>	<u>18</u>
10. <u>Language of Bid.....</u>	<u>18</u>
11. <u>Documents Establishing Eligibility of Material, Equipment and Works, their Conformity to Bidding Documents.....</u>	<u>18</u>
12. <u>Documents Establishing Eligibility and Qualification of the Bidder.....</u>	<u>19</u>
13. <u>Letter of Bid and Schedules.....</u>	<u>20</u>
14. <u>Letter of Bid.....</u>	<u>20</u>
15. <u>Bid Prices.....</u>	<u>20</u>
16. <u>Currencies of Bid and Payment.....</u>	<u>21</u>
17. <u>Documents Comprising the Technical Proposal.....</u>	<u>22</u>
18. <u>Bid Validity Period.....</u>	<u>22</u>
19. <u>Bid Security or Bid Securing Declaration.....</u>	<u>22</u>
20. <u>Alternative Bids by Bidders.....</u>	<u>24</u>
21. <u>Withdrawal of Bids.....</u>	<u>25</u>
22. <u>Format and Signing of Bid.....</u>	<u>25</u>
<u>D. SUBMISSION OF BIDS.....</u>	<u>26</u>
23. <u>Sealing and Marking of Bids.....</u>	<u>26</u>
24. <u>Deadline for Submission of Bids.....</u>	<u>27</u>
25. <u>Late Bids.....</u>	<u>27</u>
26. <u>Substitution and Modification of bids.....</u>	<u>27</u>
<u>E. OPENING AND EVALUATION OF BIDS.....</u>	<u>27</u>
27. <u>Opening of Bids.....</u>	<u>27</u>
28. <u>Confidentiality.....</u>	<u>30</u>
29. <u>Clarification of Bids.....</u>	<u>30</u>
30. <u>Preliminary Examination of Bids.....</u>	<u>31</u>
31. <u>Examination of Terms and Conditions; Technical Evaluation.....</u>	<u>33</u>
32. <u>Correction of Arithmetic Errors.....</u>	<u>34</u>
33. <u>Conversion to Single Currency.....</u>	<u>35</u>
34. <u>Evaluation of Bids.....</u>	<u>35</u>
35. <u>Domestic Preference.....</u>	<u>37</u>
36. <u>Determination of Most Advantageous Bid.....</u>	<u>37</u>
37. <u>Qualification of Bidder.....</u>	<u>37</u>
38. <u>Sub-Contractors.....</u>	<u>37</u>
39. <u>Abnormally Low Financial Bid.....</u>	<u>38</u>
<u>F. AWARD OF CONTRACT.....</u>	<u>40</u>

40.	Criteria of Award.....	40
41.	Negotiations.....	40
42.	Procuring agency/Employer’s Right to reject All Bids.....	40
43.	Variations.....	41
44.	Instructions for variations.....	41
45.	Valuation of Variations.....	42
46.	Notification of Award.....	42
47.	Signing of Contract.....	43
48.	Performance Security (or Guarantee).....	43
49.	Advance Payment.....	44
50.	General Performance of the Bidders.....	45
51.	Corrupt & Fraudulent Practices.....	45
	G. GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM.....	45
52.	Constitution of Grievance Redressal.....	45
53.	GRC Procedure.....	45
	H. MECHANISM OF BLACKLISTING.....	47
54.	Mechanism of Blacklisting.....	47
	SECTION III: BID DATA SHEET (BDS).....	49
	A. Introduction.....	50
	B. Bidding Documents.....	52
	C. Preparation of Bids.....	53
	D. Submission of Bids.....	54
	E. Opening and Evaluation of Bids.....	55
	F. Award of Contract.....	56
	G. Review of Procurement Decisions.....	56
	SECTION IV: ELIGIBLE COUNTRIES.....	57
	SECTION V: EVALUATION AND QUALIFICATION.....	59
	CRITERIA.....	59
	QUALIFICATION AND EVALUATION CRITERIA.....	60
	Contractor’s Representative and Key Personnel.....	68
	SECTION VI: WORKS REQUIREMENTS, TECHNICAL SPECIFICATIONS, DRAWINGS, SUPPLE-MENTARY INFORMATION AND BILL OF QUANTITIES.....	69
	Scope of Works.....	70
	Technical Specifications.....	72
	Drawings.....	73
	Supplementary Information.....	74
	Bill of Quantities.....	75
	SECTION VII: STANDARD BIDDING FORMS.....	117
	Letter of Bid – Technical Proposal.....	118
	Letter of Bid - Financial Proposal.....	120
	Bidder Information Form.....	122
	Bidder’s JV Members Information Form.....	123
	Personnel.....	124
	Financial Situation.....	130
	EXPERIENCE.....	137
	Appendix-A: Form of Bid Security.....	143
	Appendix-B: Form of Bid-Securing Declaration.....	144
	Appendix-C: Formula for Price Adjustment.....	145
	PART-B: CONDITIONS OF CONTRACT AND CONTRACT FORMS.....	147
	SECTION VIII: GENERAL CONDITIONS OF CONTRACT (GCC).....	147

Book Reference..... 148

SECTION IX: SPECIAL CONDITIONS OF CONTRACT (SCC)..... 149

Part A – Contract Data..... 150

Part B - Special Provisions..... 159

Part C – EMPLOYER’S AND ENGINEER’S FACILITIES..... 175

SECTION X: CONTRACT FORMS..... 178

Notification of Award..... 179

Form of Contract..... 180

Performance Guarantee Form..... 182

Advance Payment Security..... 183

Retention Money Security..... 184

Integrity Pact..... 185

Bidding Documents

FOR

Uplifting / Renovation and Interior & Exterior Construction Works for Customs Salt House at Kohat under Deputy Collector (HQ), Collectorate of Customs (Appraisement), Kohat

PART-A: BIDDING PROCEDURE & REQUIREMENTS

SECTION I: INVITATION FOR BIDS

COLLECTORATE OF CUSTOMS (APPRAISEMENT), KOHAT CANTT

INVITATION TO BID

The Deputy Collectorate (HQ), Collectorate of Custom (Appraisalment), Kohat Cantt are inviting sealed bids from the contractors duly enlisted with Pakistan Engineering Council (PEC) in appropriate category & having valid PEC license for the works as detailed below:

S.#	Name of work	NIT Cost (PKR)	Bid Security (PKR)	Date and Time of receiving of tenders on EPADs	Date and Time of opening of Tenders
1	Uplifting / Renovation and Interior & Exterior Construction Works for Customs Salt House at Kohat under Deputy Collector (HQ), Collectorate of Customs (Appraisalment), Kohat Cantt	10,273,272	513,663.6	26-03-2026 at 2:00 pm	26-03-2026 at 2:30 pm

Conditions:

1. The firms may apply who fulfill the criteria mentioned in the Bid document available on EPADS at (<https://eprocure.gov.pk>) Last date for submission of applications is tabulated above. No bid will be received after closing time. Manual submission without submission on EPADs is not allowed.
2. The interested firms should submit in the Technical Envelop duly stamped Signed having the name of the firm, address(s), signature of representative, valid enlistment / renewal of firm with PEC (having relevant category and codes), tax registrations & Completion certificate of similar nature of work done during last 8 years. The details of the submissions are given in the bidding document.
3. The Bid Security shall be in the form of Call Deposit bearing Name of Firm in favor of Deputy Collector (HQ), Collectorate of Custom (Appraisalment), Kohat from local scheduled Bank of Pakistan in the technical envelop. Without call deposit the firms shall be rejected in the technical evaluation stage. Cash / cheque will not be accepted.
4. The contractor will submit the documentary evidence as per instructions in the bidding documents, without which tender will be liable for rejection.
5. Procuring Agency may reject all bids or proposals at any time prior to acceptance of bid or proposal. The Procuring Agency shall upon request communicate, to any supplier or contractor who submitted a bid or proposal, but is not required to justify those grounds.
6. The bidding shall be conducted in line with the 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.
7. The electronic bids prepared in accordance with the instructions prescribed in the electronic bidding documents must be submitted through EPADS on or before 26-03-2026 2:00 pm. Electronic bids will be opened by using EPADS on the same day at 2:30 pm.
8. Pre – Bid meeting is scheduled on 19-03-2026 at 2:00 pm for clarification and details are mentioned in the bid document.

**Deputy Collector (HQ)
Collectorate of Customs (Appraisalment) Kohat Cantt**

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.
	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	<p>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:</p> <ul style="list-style-type: none"> 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 –
		<ul style="list-style-type: none"> (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.

<p>4. Eligible Material and Equipment</p>	<p>4.1</p>	<p>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”.</p>
	<p>4.2</p>	<p>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.</p>
	<p>4.3</p>	<p>The nationality of the bidder shall not determine the origin of the material and equipment.</p>
	<p>4.4</p>	<p>To establish the eligibility of the material and equipment, Bidders shall fill the country-of-origin declarations included in the Form of Bid.</p>
<p>5. One Bid per Bidder</p>	<p>5.1</p>	<p>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.</p>
	<p>5.2</p>	<p>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.</p>
<p>6. Cost of Bidding</p>	<p>6.1</p>	<p>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.</p>

B. BIDDING DOCUMENTS

7. Contents of Bidding Documents	7.1	<p>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:</p> <p>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</p>
	7.2	<p>The number of copies to be completed and submitted with the Bid is specified in the BDS.</p>
	7.3	<p>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.</p>
	7.4	<p>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.</p>

<p>8. Clarification of Bidding Document, Pre-bid Meeting</p>	<p>8.1</p>	<p>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.</p>
	<p>8.2</p>	<p>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.</p>
	<p>8.3</p>	<p>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.</p>
	<p>8.4</p>	<p>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.</p>
	<p>8.5</p>	<p>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.</p>
	<p>8.6</p>	<p>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 meeting will</p>

		not be a cause for disqualification of a bidder.
		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	<p>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.</p> <p><i>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.</i></p>
	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:

C. PREPARATION OF BIDS

<p>10. Language of Bid</p>	<p>10.1</p>	<p>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 BDS. 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.</p>
<p>11. Documents Establishing Eligibility of Material, Equipment and Works, their Conformity to Bidding Documents</p>	<p>11.1</p>	<p>The bid prepared by the bidder shall constitute the following components: -</p> <ul style="list-style-type: none"> 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: <ul style="list-style-type: none"> 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:

		<p>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.</p> <p>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.</p> <p>c) That the bidder meets the qualification criteria listed in Section-V, Evaluation and Qualification Criteria and BDS.</p>
13. Letter of Bid and Schedules	13.1	<p>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.</p> <p>All blank spaces shall be filled in with the information requested.</p>
14. Letter of Bid	14.1	<p>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.</p>
15. Bid Prices	15.1	<p>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</p> <p>in the bidding documents.</p>
	15.2	<p>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 n o t b e paid for separately by the Procuring agency/Employer.</p>

	15.3	<p>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):</p> <p>Provided that:</p>
		<p>a) where there is only one (substantially) responsive bidder, or</p> <p>b) where there is provision for alternate proposals and the respective items are not listed in the other bids,</p> <p>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.</p>
	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

		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 / 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	<p>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:</p> <ul style="list-style-type: none"> 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	<p>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.</p>
	19.5	<p>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.</p>
	19.6	<p>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.</p>
	19.7	<p>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</p>

		<p>amount of the Bid Security, and shall promptly return the Bid Security document, after whichever of the following that occurs earliest:</p> <ul style="list-style-type: none"> (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 Bidding 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 bidding 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	<p>The Bid Security may be forfeited or the Bid Securing Declaration executed:</p> <ul style="list-style-type: none"> a) if a Bidder: <ul style="list-style-type: none"> 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: <ul style="list-style-type: none"> 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: <i>Provided that except in Single Stage One Envelope Procedure, the bid shall include only the copies of technical proposal.</i>
	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.

	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	<p>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.</p> <p><i>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.</i></p>
	23.2	<p>The inner and outer envelopes shall:</p> <ul style="list-style-type: none">a) be addressed to the Procuring agency/Employer at the address given in the BDS; andb) 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	<p>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:</p> <ul style="list-style-type: none">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	<p>The inner and outer envelopes shall:</p> <ul style="list-style-type: none">a) be addressed to the Procuring agency/Employer at the address provided in the BDS;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.
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.

	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 the 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	<p>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: -</p> <ul style="list-style-type: none"> 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	<p>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.</p>
	30.4	<p>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.</p> <p><i>Explanation: A minor informality, non-conformity or irregularity is one that is merely a matter of form and not of</i></p>

		<p><i>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 –</i></p> <p><i>(a) Submit the number of copies of signed bids required by the invitation;</i></p> <p><i>(b) Furnish required information concerning the number of its employees;</i></p> <p><i>(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.</i></p>
	30.5	<p>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</p> <p>may result in the rejection of its bid.</p>
	30.6	<p>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.</p>

	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.

<p>32. Correction of Arithmetic Errors</p>	<p>32.1</p>	<p>Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -</p> <ul style="list-style-type: none"> 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.
	<p>32.2</p>	<p>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.</p>

<p>33. Conversion to Single Currency</p>	<p>33.1</p>	<p>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.</p>
	<p>33.2</p>	<p>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.</p>
	<p>33.3</p>	<p>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.</p>
<p>34. Evaluation of Bids</p>	<p>34.1</p>	<p>The Procuring agency/Employer shall evaluate and compare only the bids determined to be substantially responsive, pursuant to ITB 30.</p>
	<p>34.2</p>	<p>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.</p>
	<p>34.3</p>	<p>The Procuring agency/Employer’s evaluation of a bid will take into account:</p> <ul style="list-style-type: none"> a) the bid price, excluding provisional sums and the provision, if any, for contingencies in the summary bill

		<p>of quantities, but including day work items, where priced competitively;</p> <p>b) price adjustment for correction of arithmetic errors in accordance with ITB 32.1;</p> <p>c) converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with ITB 33;</p>
	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	<p>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.</p> <p>Explanation: <i>“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.</i></p>

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.
	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.

<p>39. Abnormally Low Financial Bid</p>	<p>39.1</p>	<p>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:</p> <ul style="list-style-type: none"> 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. <p>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:</p> <ul style="list-style-type: none"> (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.
	<p>39.2</p>	<p>The Procuring agency/Employer will determine to its</p>

		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. <i>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.</i>
	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.

F. AWARD OF CONTRACT

<p>40. Criteria of Award</p>	<p>40.1</p>	<p>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:</p> <ul style="list-style-type: none"> 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.
<p>41. Negotiations</p>	<p>41.1</p>	<p>The Committee of the Procuring agency/Employer may negotiate with the Most Advantageous Bidder relating to the following areas:</p> <ul style="list-style-type: none"> (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;
	<p>41.2</p>	<p>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.</p>
<p>42. Procuring agency/Employer's Right to reject All Bids</p>	<p>42.1</p>	<p>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.</p>
	<p>42.2</p>	<p>Notice of the rejection of all bids shall be given promptly to all bidders that have submitted bids.</p>
	<p>42.3</p>	<p>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.</p>
<p>43. Variations</p>	<p>43.1</p>	<p>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</p>

		<p>of the following:</p> <ul style="list-style-type: none"> 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. <p>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.</p>
<p>44. Instructions for variations</p>	<p>44.1</p>	<p>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.</p>

<p>45. Valuation of Variations</p>	<p>45.1</p>	<p>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 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.</p>
<p>46. Notification of Award</p>	<p>46.1</p>	<p>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.</p>
	<p>46.2</p>	<p>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 at least 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).</p>
	<p>46.3</p>	<p>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.</p>
	<p>46.4</p>	<p>Upon the successful bidder's furnishing of the performance security (or guarantee) pursuant to ITB 48, the Procuring</p>

		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	<p>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:</p> <ul style="list-style-type: none"> (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. <p>Any Performance Guarantee submitted shall be enforceable in Pakistan.</p>
	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. 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.

G. 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.

H. 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.

	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 debaring 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.
--	--	---

SECTION III: BID DATA SHEET (BDS)

Bid Data Sheet (BDS)

The following specific data 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	<p>Name of Procuring agency/Employer:</p> <p>Deputy Collector (HQ) Collectorate of customs (Appraisement) Salt House Kohat Cantt.</p> <p>The subject of procurement is: Uplifting/Renovation and Interior & Exterior Construction Works for Customs Salt House Located at Kohat, under the Collectorate of Customs (Appraisement), Kohat Renovation for the following blocks</p> <ul style="list-style-type: none"> i. Architectural Works ii. Electric Work iii. Civil Works <p>Period for completion of the works: 1 Month</p> <p>Commencement date execution of the works: As per letter of Commencement (Tentative april 2026)</p> <p>Type of Procurement National Competitive bidding</p>

2.	2.1	<p>Name of Project</p> <p>Uplifting / Renovation and Interior & Exterior Construction Works for Customs Salt House at Kohat under Deputy Collector (HQ), Collectorate of Customs (Appraisement), Kohat</p> <p>Name of financing institution Collectorate of Customs (Appraisement), Kohat Cantt.</p> <p>Name and identification number of the Contract:</p> <p>Contract No. 1</p>
3.	3.1	Joint venture not allowed.
	3.5	The Firms should be enlisted with Pakistan Engineering Council in relevant category and having relevant codes. The Firms should have sales tax and income tax registration.

B. Bidding Documents

4.	7.2	The number of copies to be completed and returned is one original and two (02) copies
5.	8.1	The address for clarification of Bidding Documents is Uplifting / Renovation and Interior & Exterior Construction Works for Customs Salt House at Kohat under Deputy Collector (HQ), Collectorate of Customs (Appraisalment), Kohat
	8.5	Pre-bid meeting will be 19-03-2026 If yes write down the venue, time, and date of the pre-Bid meeting: <i>Office of the Uplifting / Renovation and Interior & Exterior Construction Works for Customs Salt House at Kohat under Deputy Collector (HQ), Collectorate of Customs (Appraisalment), Kohat</i>
	8.7	<p>The Bidder or his authorized representative shall visit & inspect the Site of the Works including the areas & surroundings to be used for Contractor's Camp, on his own responsibility & at his own expense, & obtain all the information from his own sources, which may be necessary for preparing the Bid. The Employer may assist but will not take any responsibility for the supply or correctness of the information.</p> <p>The Bidder shall, before submitting his Bid, satisfy himself in all respects including the following: -</p> <ol style="list-style-type: none"> a. The existing facilities in the vicinity of the Site of Work, the hydrological & climatologically conditions, the form & the nature of the Site of Work. b. The quantities & nature of the work & materials necessary for completion of the Works. c. The means of access to the Site of the Work & exit from the Site. d. The available accommodation on land for Contractor's Camp within or outside the Site of Work. e. All necessary information as to risks, contingencies & other circumstances which may influence or affect the Tender. f. The type & nature of soil existing in area of work g. The existing conditions of Site

		<p>Each Bidder shall also enquire & satisfy himself as to the source, the quantity of supply, sufficiency of & the means of obtaining & transporting all plant, material, labor, fuel, water, electricity & other matters or things required for in connection with the works. In preparing the bid, bidders shall also consider his obligation to adequately store all materials & maintain existing facilities & all temporary works during the period of their usage.</p> <p>The Bidder must make local inquiries as to the physical conditions prevailing at the Site & obtain his own information on all matters & things that may in any way influence him in making a Bid & fixing the rates in the Bill of Quantities. He must also satisfy himself as to the risks, obligations & responsibilities to be undertaken in accordance to the Contract to be entered into by him should his Bid be accepted.</p> <p>The Bidder shall make his own investigations, enquiries & assessments, on all matters, of all conditions of existing constructions at the site & its vicinity to his satisfaction before submitting his Bid.</p>
--	--	--

C. Preparation of Bids

6.	10.1	The Language of all correspondences and documents related to the Bid is: English
7.	11.1 (i)	In addition to the documents stated in ITB 11, the following documents must be included with the Bid Refer Part-B, Section IX, Sub-Clause 1.5 at Page 127
8.	11.4 (c)	Other procurement specific documentation requirements are: Minutes of Pre-Bid Meeting
9.	15.5	The bid price shall be adjusted in accordance with Appendix A – Formula for Price Adjustment.
10.	15.6	Refer to invitation of bid at Page 8 above.
11.	16.1	The currency of the Bid shall be Pakistani Rupees
12.	18.1	The Bid Validity period shall be 180 days.
13.	19.1	The amount of Bid Security shall be Rs. 514,263.6/- The currency of the Bid Security shall be: Pakistani Rupees Bid Securing Declaration is not applicable
14.	19.3	The Bid Security shall be in the form of: Call Deposit Receipt
15.	19.3 (c)	No other form of Bid Security

16.	20.1	Alternative Bids to the requirements of the Bidding Documents will not be permitted
17.	20.2	No alternate schedule is permitted
18.	22.1	The number of copies of the Bid to be completed and returned shall be (02) Two
19.	22.2	The written confirmation of authorization to sign on behalf of the Bidder shall consist of an affidavit stating that the representative is authorized to sign on behalf of the firm.

D. Submission of Bids

20.	23.2 (a)	<p>Bid shall be submitted</p> <p>Uplifting / Renovation and Interior & Exterior Construction Works for Customs Salt House at Kohat under Deputy Collector (HQ), Collectorate of Customs (Appraisalment), Kohat</p>
21.	23.2 (b)	<p>Title of the subject Procurement or Project name: Uplifting / Renovation and Interior & Exterior Construction Works for Customs Salt House at Kohat under Deputy Collector (HQ), Collectorate of Customs (Appraisalment), Kohat</p> <p>ITB title and No: Uplifting / Renovation and Interior & Exterior Construction Works for Customs Salt House at Kohat under Deputy Collector (HQ), Collectorate of Customs (Appraisalment), Kohat</p> <p>Time and date for submission: 2:00 pm on 26-03-2026 (As per Advertisement)</p>
22.	24.1	<p>The deadline for Bid submission is</p> <p>a) Day: <i>Tuesday</i></p> <p>b) Date: <i>26 Mar 2026</i></p> <p>c) Time: <i>2:00 PM</i></p>

E. Opening and Evaluation of Bids

23.	27.1	<p>The Bid opening shall take place at: Deputy Collector (HQ), Collectorate of Customs (Appraisalment), Kohat.</p> <p>Day: <i>Tuesday</i> Date: <i>26 Mar 2026.</i> Time: <i>2:30 PM</i></p>
24.	33.2	The currency that shall be used for Bid evaluation and comparison purposes to convert all Bid prices expressed in various currencies' is: <i>Pakistani Rupees</i>
25.	33.3	The bids shall be quoted in Pakistan
26.	34	<p>Evaluation Technique</p> <p>The bids shall be evaluated on a Lowest Financial Bid (LFB) basis. The bidder quoting the lowest evaluated financial rate and meeting the required technical and eligibility criteria as specified in the bidding documents shall be declared the successful bidder. The contract will be awarded to the bidder offering the lowest responsive financial bid.</p>
27.	34	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. All JV members to fulfill mandatory eligibility criteria. The evaluation shall be done on the basis of percentage of partnership presented in the JV agreement.
28.	34	No separate lots for this procurement.
29.	35	Domestic preference not applicable. Preference to domestic or national suppliers or contractors shall be provided in accordance with policies of the Federal Government and/or in accordance with the regulations issued by the Authority.
30.	38.2	Sub-contracting (50%) of the total value of the contract.

F. Award of Contract

31.	48	The Performance Security (or guarantee) shall be <i>up to 10 percent of the Contract Price</i>
32.	48	The Performance Security shall be equal to an amount of 10% of the Contract Price stated in the Letter of Acceptance. Such security shall be in the form of unconditional irrevocable Bank Guarantee from any Scheduled Bank of Pakistan or Insurance Bond (AA Rated Insurance Companies only) acceptable to the Employer valid for a period till 84 days after the date of issue of Defect Liability Certificate

G. Review of Procurement Decisions

33.	53.6	The Address of PPRA to submit a copy of appeal: Grievance Redressal Appellate Committee, Public Procurement Regulatory Authority 1 st Floor, G-5/2, Islamabad, Pakistan Tel: +92-51-9202254
-----	------	--

SECTION IV: ELIGIBLE COUNTRIES

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 AND EVALUATION CRITERIA

Bidders' qualification will be based on the bidder's eligibility, general and particular experience, personnel and equipment capabilities and financial position, as demonstrated by the bidder's responses in the forms attached. Sub-contractor's experience and resources shall not be taken into account in determining the bidder's compliance with the qualifying criteria. However, Joint Venture experience & resources shall be considered. Consortium or Association of firms will be considered for similar treatment as in the case of Joint Venture.

Maximum Marks are 100. Minimum passing marks are 75 and 50% Marks are mandatory to get in each category. Qualification of each bidder will be evaluated considering his technical and financial capabilities to undertake the contract package.

1. Mandatory Requirements/ Eligibility:

- i. The Bidder applying must have a valid registration with the Pakistan Engineering Council (PEC) in Constructor's Category C-6 or above. (Provide copy of valid PEC registration) The Bidder must also be registered by the Pakistan Engineering Council within the Discipline / specialization Codes in relevant category. (Provide copy of valid PEC registration)
- ii. The Bidder must be registered with Income Tax Department / FBR. (Provide copy of Income Tax/ FBR registration and tax returns for last three years)
- iii. The Bidder must be registered with Sales Tax Department. (Provide copy of registration certificate)
- iv. The Bidder must provide financial statement audited by chartered accountant for the last 3 years.
- v. The Bidder is not black listed by PEC, PPRA, SPPRA or any Government, semi government or autonomous body. (Provide affidavit on Rs. 100 stamp paper attested by Notary Public)
- vi. JV not allowed
- vii. Details provided in the qualification section tabulated

Any bidder not fulfilling any of the above-mentioned mandatory requirements will be rejected/disqualified straight away and no further evaluation will be considered or taken in hand for that bidder. The details have to be provided and enlisted by the firm annexed with documentary evidences in their technical bid.

2. Experience.....50 Marks

- a. Similar Budlings Exterior and interiors Construction Experience.....20 Marks**
(Provide list of construction contracts successfully completed during the last 8 years give name of project, name of Employer, start and completion dates, contract value etc. Also provide completion certificates and Performance certificate for each completed construction contract)

11 Construction Contracts having value Rs 10 million or above or more.....20 Marks
6 to 10 Construction Contracts having value Rs 7 million or above.....10 Marks
1 to 5 Construction Contracts having value Rs 5 million or above.....05 Marks

No Contract.....0 Mark

b. Carried out similar projects (Interiors and Exteriors construction of the buildings (Form A-4 & A-5)).....30 Marks

Contracts in last 3 years of similar nature and In Hand

3 Contracts or more each having value Rs 10 million or above.....30 Marks

2 Contracts each having value Rs 7 million or above.....20 Marks

1 Contract having value Rs 5 million or above.....10 Marks

No Contract.....0 Mark

3. Personnel (Form A7 & A8).....10 Marks

A. Project/ Construction Manger.....10 Marks

a. BE, Civil Engineer registered with PEC..... 5 Marks

10 years or more.....5 Mark

Less than 10 years' overall experience.....0 Mark

Note :- Submission of Engineer's Degree, valid PEC Registration Certificate, Curriculum Vitae (CV),

4. Financial Capability.....30 Marks

a. Annual average Construction Turn Over, avg. last 3 years (Form A-2).....15 Marks

More than Rs. 50 million.....15 Marks

Rs. 20 million to Rs. 49 million..... 5 Marks

Less than Rs. 20 million.....0 Mark

b. Working Capital (avg. for last three year).....15 Marks

More than Rs. 20 million.....15 Marks

Rs 10 million to Rs. 19 million.....5 Marks

Less than Rs. 10 million.....0 Mark

5. Joint Venture (JV) Not allowed

6. Marking for Detail Work understanding and approach.....10 Marks

1. SITE ORGANIZATION 10 Marks

Organization chart and scheduling and engagement commitment in this project

Qualification

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	Must meet requirement	Must meet requirement	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	Must meet requirement	Must meet requirement	N/A	Letter of Bid
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 2010	Must meet requirement	Must meet requirements	Must meet requirement	N/A	Form CON-2
2.2	Pending Litigation	Bidder's financial position and prospective long term profitability sound according to criteria established in 3.1 below and assuming that all pending litigation will be resolved against the Bidder	Must meet requirement	N/A	Must meet requirement	N/A	Form CON – 2
2.3	Litigation History	No consistent history of court/arbitral award decisions against the Bidder since 1 st January 2010	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Form CON – 2
3. Financial Situation and Performance							
3.1	Financial Capabilities	(i) The Bidder shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Form FIN – 3.1, with attachments

3.2	Average Annual	Minimum average annual	Must meet requirement	Must meet requirement	Must meet 60%, (600)	Must meet 25%, 250	Form FIN – 3.2
-----	----------------	------------------------	-----------------------	-----------------------	----------------------	--------------------	----------------

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	
	Construction Turnover	construction turnover of PKR 50 million, calculated as total certified payments received for contracts in progress and/or completed within the last 4 years, divided by 2 years			million) of the requirement	million of the requirement	
4. Experience							
4.1 (a)	General Construction Experience	Experience under construction contracts in the role of prime contractor, JV member, sub-contractor, or management contractor for at least the last 8 years, starting from 2015.	Must meet requirement	N/A	Must meet requirement	N/A	Form EXP – 4.1
4.2 (a)	Specific Construction & Contract Management Experience	(i) A minimum number of similar contracts specified below that have been satisfactorily and substantially completed as a prime contractor, joint venture member, management contractor or sub-contractor between 2015 and application submission deadline: (i) 5 contracts, each of minimum	Must meet requirement	Must meet requirement	N/A	N/A	Form EXP 4.2(a)

		value 50 million; Or (ii) Less than or					
--	--	--	--	--	--	--	--

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	
		equal to 5 contracts, each of minimum value 50 million, but with total value of all contracts equal or more than 5 x 50;					
4.2 (b)		For the above and any other contracts completed and under implementation as prime contractor, joint venture member, management contractor or sub-contractor on or after the first day of the calendar year during the period stipulated in 4.2 (a) above, a minimum construction experience in the following key activities successfully completed: <ol style="list-style-type: none"> 1. <i>Building works</i> 2. <i>infrastructure development</i> 	Must meet requirements	Must meet requirements	N/A	Must meet the following requirements for the key activities listed below <ol style="list-style-type: none"> 1. <i>Building works</i> 2. <i>infrastructure development</i> 	Form EXP – 4.2 (b)

4.2 (c)	Specific Experience in managing ES aspects	For the contracts in 4.2 (a) above and/or any other contracts [substantially completed and under implementation] as prime contractor, joint venture member, or Subcontractor between 1st	Must meet requirements	Must meet requirement	Must meet the following requirements: <i>Academic buildings</i>	Must meet the following requirements: <i>Academic buildings</i>	Form EXP – 4.2 (c)
---------	--	--	------------------------	-----------------------	--	--	--------------------

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	
		January 2015 and Application submission deadline, experience in managing ES risks and impacts in the following aspects: <i>Academic buildings</i>					

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 listed hereafter:

[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.

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

Scope of Works

Repair, Maintenance, Interior & Exterior Renovation of Customs Salt House Kohat, Collectorate of Customs (Appraisement), Kohat Cantt.

1. General Description

The scope of works covers the repair, maintenance, renovation, interior and exterior designing of the Customs Salt House at Kohat. The project aims to improve the functionality, safety, aesthetics, and durability of the building while ensuring continuity of official operations. All works shall be carried out in accordance with approved drawings, specifications, Bill of Quantities (BoQs), and relevant codes and standards. The project shall be completed within one (01) month from the date of commencement.

2. Interior Design Works

Interior renovation shall include space planning, interior wall finishes, ceiling works, flooring works, doors and windows refurbishment, office partitions, reception areas, conference rooms, corridors, washrooms, storage areas, and overall improvement of office interiors.

3. Exterior Design Works

Exterior works shall include façade renovation, exterior painting, weatherproof coating, repair of damaged finishes, entrance enhancement, exterior lighting.

4. Civil Works

Civil works include structural repairs, masonry works, plastering, concrete works, flooring, crack repair, dampness treatment, washroom civil works, door and window frames repair, minor demolition, and reconstruction as per approved drawings.

5. Electrical Works

Electrical works include repair and replacement of wiring, installation of lighting fixtures, switches, sockets, distribution boards, earthing systems, power connections, emergency lighting, exterior lighting, testing, and commissioning.

8. Completion and Deliverables

Completion of works as per BoQs, testing and commissioning, site cleanup, final inspection, and handing over to the department.

9. Bill of Quantities

The scope has been quantified in the Bill of Quantities (BoQs). The description herein is for guidance of prospective bidders.

Technical Specifications

The Technical section of Pak PWD CSR 2022 shall be used separate volume of technical specification also attached.

Bill of Quantities

	Repair and Maintenance of Custom Salt House, For The Collectorate Of Customs (Appraisement), Kohat Cantt
--	---

SCHEDULED ITEMS

Description	Amount (Rs.)
Total Amount of Scheduled Items	8,605,332/-
Add Premium _____%Above _____%Below _____At Per	
Total Rs (A)	

NON-SCHEDULED ITEMS)

Description	Amount (Rs.)
Total Amount of Non-Scheduled Items	1,668,025.00
Add Premium _____%Above _____%Below _____At Per	
Total Rs (B)	

Grand Total Schedule Amount (A) + Total Non-Schedule Amount(B) With Premium _____

Amount In words A+B _____

Authorize Signature Of Contractor

Seal

Date

Uplifting/Renovation Interior & Exterior Construction Works of the Customs Salt House Office of Deputy Collector(HQ) Collaectorate of Customs (Appriaseament), Kohat Cantt							
S:H .INTERIOR AND EXTERIOR WORK							
S#	PWD Schedule 2022 Item #	Item	Qty		Rate	Unit	Amount
SCHEDULED ITEMS							
1	123-42	Dismantling cement / glazed tiled floor,dado or skirting in basement , plinth and ground floor including base mortar and stacking salvaged material (seriveable) and disposing of surplus stuff as directed with in three chains.	799.00	Sft	26.06	SFT	20821.94
2	118-41	P/F 1/4 inch or 6.4 mm thick approved pakistani make white/ coloured glazed tiles from 1.5 sqft to 3 sqft size in dado and skirting in ground floor over 1/2" thick base of cement mortar 1:3 setting of tiles in slurry of grey cement over mortar base i/c filling the joints and washing the tiles with white cement slurry curing and cleaning etc complete. STile/Master/Time or Eq.	800.00	Sft	314.99	SFT	251992.00
3	117-184	Providing and laying light colour, glazed/non skid vitrified porcelean tiles (Polished), (Pak made) on walls and floors, in any floor, laid with dry bond (stile bond) over existing floors, including jointing to tiles with joint filler of approved quality as per direction of the Engineer incharge. STile/Master/Time or Eq.	9119.00	Sft	475.85	P.Sft	4339238.76
4	122-151	Distemping with vinyle distemper (ICI) Dulux Paintex of approved make and shade in two coats over and including the cost of one priming coat of lime wash including sand papering, dusting, and filling the holes, cracks and inequalities, if any, at any height in any floor.	24083.31	Sft	34.01	P.Sft	819133.67
5	122-171	Painting with (Dulux Emulsion paint) of approved shade two coats over and including the cost of one priming coat complete at any height in any floor.	3787.00	Sft	65.54	P.Sft	248185.97
6	122-172	Painting three coats with weather shield paint deluxe (ICI) make of approved shade on plaster surface (External) and including the cost of cleaning the surface, sand papering etc. complete at any height in any floor.	9276.00	Sft	44.09	P.Sft	408955.65
7	119-45	Providing and fixing M.S. moulded steel door frames of 10" x 2-1/2" manufactured from mild steel sheet of 18 gauge conforming to B.S.S. 1245 having a double rebate size 1-1/2" x 1/2" (38 mm x 12 mm) provision of 3 Nos. M.S. plate, section 1-1/2" x 1/4" (38 mm x 6 mm) (2 Nos. 6 inch long welded with frame at not less than 10 points and 1 Nos. 12 inch long welded with frame at not less than 20 points), with holes and threads for fixing steel hings, fitted with one locking box of same sheet (point welded inside the frame), 6 Nos. 6 inches long flat iron fixing lugs of 1-1/4" x 3/16" section, treated with special red oxide primer coat all around including cutting holes and filling the cavity with cement concrete 1:2:4 etc. in any floor at any height complete as directed by the Engineer-in-Charge	110.00	Rft	693.86	P.R ft	76324.60
8	120-66	Providing and fixing 1-1/2 inches (38 mm) thick pressed veneered door shutters fully flushed with commercial ply wood veneering on all faces and sides fixed over deodar wood cavited core and frame work of not less than 4 inches (102 mm) wide strip alround with approved brass hinges and tower bolts etc., as required .	96.00	Sft	1695.81	P.Sft	162797.76
Total Schedule Items							6,327,450.00
Add 36% above for Market fluctuation on Schedule items							2,277,882.00

							8,605,332.00
Total (A) Rs							
NON SCHEDULED ITEMS							
9	NSI	PVC Wall Panelling	1,864.00	Sft	300.00	P.Sft	559,200.00
10	NSI	Supply & Fixing Roller Blind including	359.50	Sft	350.00	P.Sft	125,825.00
11	NSI	7/29Coil(90 mtr) including Labour installation	6.00	Sft	15000.00	Job	90,000.00
12	NSI	3/29 Coil(90 Mtr) including Labour installation	6.00	Sft	8000.00	Job	48,000.00
13	NSI	European commode (Western WC) dur , 3 star in one piece	3.00	job	18000.00	Job	360,000.00
14	NSI	Provide and fix complete stainless steel bathroom accessories set including 2' x 1.5' glass mirror, hand basin mixer, toilet brush holder, Muslim shower (health faucet), double bib cock, T-cock, 6" x 6" waste jali, and complete shower set, including all necessary fittings, fixtures, and installation as per approved standard.(faisal Margallah /master	3.00	Job	45000.00	job	135,000.00
15	NSI	Supply, installation, testing and commissioning of complete Zero Export Protection & Grid Compliance System for 60kW Growatt MAC 60KTL3-X LV On-Grid inverter, including 3-Phase Smart Energy Meter (DTSU666-CT) with current transformers, 125A 4-Pole AC Contactor for inverter output isolation, 3-Phase Voltage Monitoring Relay for grid health protection, necessary control wiring, protection MCBs, lugs, ferrules, communication cable, panel modifications and integration with inverter settings to ensure zero power export to utility grid (WAPDA) prior to net-metering approval, complete in all respects as per site requirement.	1.00	Job	350000.00	Job	350,000.00
Total (B) Non Schedule Items							1,668,025.00
G.Total (A+B)							10,273,272.00

Daywork Schedule

Deleted

SECTION VII: STANDARD BIDDING FORMS

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.

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 <i>[insert Bidder's legal name]</i>
2. In case of JV, legal name of each member : <i>[insert legal name of each member in JV]</i>
3. Bidder's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
4. Bidder's year of registration: <i>[insert Bidder's year of registration]</i>
5. Bidder's Address in country of registration: <i>[insert Bidder's legal address in country of registration]</i>

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: <i>[insert Bidder's legal name]</i>
2. Bidder's JV Member's name: <i>[insert JV's Member legal name]</i>
3. Bidder's JV Member's country of registration: <i>[insert JV's Member country of registration]</i>
4. Bidder's JV Member's year of registration: <i>[insert JV's Member year of registration]</i>
5. Bidder's JV Member's legal address in country of registration: <i>[insert JV's Member legal address in country of registration]</i>
6. Bidder's JV Member's authorized representative information Name: <i>[insert name of JV's Member authorized representative]</i> Address: <i>[insert address of JV's Member authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Member authorized representative]</i> Email Address: <i>[insert email address of JV's Member authorized representative]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> 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:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
2.	Title of position:	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
3.	Title of position:	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
4.	Title of position:	
	Name of candidate:	

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

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

Name of Bidder

Position [#1]: <i>[title of position from Form PER-1]</i>	
Personnel information	Name:
	Date of birth:
	Address:
	E-mail:
	Professional qualifications:
	Academic qualifications:
	Language proficiency: <i>[language and levels of speaking, reading and writing skills]</i>
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
<i>[main project details]</i>	<i>[role and responsibilities on the project]</i>	<i>[time in role]</i>	<i>[describe the experience relevant to this position]</i>

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:	<i>[insert period (start and end dates) for which this Contractor’s Representative or Key Personnel is available to work on this contract]</i>
Time commitment:	<i>[insert period (start and end dates) for which this Contractor’s Representative or Key Personnel is available to work on this contract]</i>

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			
<input type="checkbox"/> Contract non-performance did not occur January [insert year]			
<input type="checkbox"/> 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			
<input type="checkbox"/> No pending litigation			
<input type="checkbox"/> 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			
<input type="checkbox"/> No Litigation History <input type="checkbox"/> Litigation History			
Year of award	Outcome as percentage of Net Worth	Contract Identification	Total Contract Amount (currency), PKR Equivalent (exchange rate)
<i>[insert year]</i>	<i>[insert percentage]</i>	Contract Identification: <i>[indicate complete contract name, number, and any other identification]</i> Name of PA: <i>[insert full name]</i> Address of PA: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Procuring agency/Employer" or "Contractor"]</i> Reason(s) for Litigation and award decision <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>

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	Year 4	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
<i>[indicate year]</i>	<i>[insert amount and indicate currency]</i>		
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 \geq 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	$\Sigma D =$ Sum of available financial resources net of current contract commitments for all partners		$\Sigma D =$ _____	

- 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.

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 <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub-contractor <input type="checkbox"/>
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 Name⁵ (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 <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub-contractor <input type="checkbox"/>
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				
PA's Name:				

⁵ If applicable

	Information
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 <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Subcontractor <input type="checkbox"/>
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.

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)]

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

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

$$P_n = A + b \frac{L_n}{L_o} + c \frac{M_n}{M_o} + d \frac{E_n}{E_o} + \dots$$

where,

“P_n” is the Price Adjustment factor for the work carried out in the period “n”.

“A” is a constant or the Non-Adjustable Portion of the Price Adjustment Factor to be specified in Appendix-C to Bid, representing the Non-Adjustable Portion of the Contract Price.

“b, c, d,.....” are Coefficients or weightages of the order of 0.xx (i.e., fractions rounded off to two decimals) for each specified element of adjustment in the Contract. The sum of A, b, c, d, etc., shall be one.

“L_n”, “E_n”, “M_n”,.....are the current cost indices or reference prices for period “n”, expressed in the relevant currency of payment, each of which is applicable to the relevant tabulated cost element on the date 28 days prior to the last day of the period (to which the particular Payment Certificate relates); and

“L_o”, “E_o”, “M_o”,.....are the base cost indices or reference prices, expressed in the relevant currency of payment, each of which is applicable to the relevant tabulated cost element on the Base Date.

1. Construction schedule should be provided by the contractor as required in the Contract. Price Adjustment shall be applicable as payable in full for the original scheduled completion period.
2. In the event the completion of contract exceeds the original scheduled period:
 - 2.1 In case of default on the part of the contractor causing delay in original scheduled completion, the rate of Price Adjustment will be frozen at the original scheduled date of completion; however Price Adjustment will be applicable till actual completion. While computing Price Adjustment beyond the scheduled completion period, in the event the rate is reduced, then that reduced rate will be applied.
3. The Price Adjustment will be payable in full for the extended period if the contractor has been granted an extension of time for no fault on the part of the contractor, duly approved by the Employer.
4. Unless specifically stated otherwise in the contract, the basis for compensation will be only those elements, which are specifically listed as specified items in the tender documents. This list will specify the elements for Civil, Electrical, Mechanical, Sanitary, HVAC, etc., separately.

5. Formula for Price Adjustment provided herein will be applicable for all the contracts such as

Civil, Electrical, Mechanical, etc.

6. There shall be no Price Adjustment for the elements which the Employer has either supplied free of cost or at fixed prices as well as for those elements for which an umbrella *ex gratia* or escalation cover is provided by the Government through an Executive Order or Statutory Regulatory Order (SRO).

The source of indices and the weightages or coefficients for use in the adjustment formula shall be as follows:

Cost Element	Description	Weightages	Applicable index
1	2	4	5
(i)	Fixed Portion	30%	
(ii)	Local Labour (Skill & unskilled) with unskilled as representative items	10%	Monthly Statistical Bulletin – Pakistan Federal Bureau of Statistics
(iii)	High Speed Diesel (HSD)	10%	Monthly Statistical Bulletin – Pakistan Federal Bureau of Statistics
(iv)	Cement – in Bags. Portland cement shall be considered representative items for all types of cement	15%	Monthly Statistical Bulletin – Pakistan Federal Bureau of Statistics
(v)	Iron Bars ½” diameter round bars is the representative item for all types of steel and (M.S. Bars) to be used in this Project.	15%	Monthly Statistical Bulletin – Pakistan Federal Bureau of Statistics
(vi)	Crush / Bajri (all types of Stone items)	10%	Monthly Statistical Bulletin – Pakistan Federal Bureau of Statistics
(vii)	Bricks (New 1 st Class)	10%	Monthly Statistical Bulletin – Pakistan Federal Bureau of Statistics
	T o t a l	100%	

Notes:

- 1) Indices for “(i) to (vii)” shall be taken from the Government of Pakistan Federal Bureau of Statistics, “Monthly Statistical Bulletin.” The base cost indices or prices shall be those as applying 28 days prior to the latest day of submission of Bids. Current indices or prices shall be those applying 28 days prior to the last day of the billing period. The current date shall be up till the date of submission of invoice and these dates shall be determined by the Engineer.
- 2) Any fluctuation in the indices or prices of materials other than those given above shall not be subject to adjustment of the contract price.
- 3) For labor, the index shall be the minimum wages for unskilled labor as fixed by the Govt. of Pakistan
- 4) Adjustment of increase/decrease shall only be admissible for the materials listed above
- 5) All amount in Pakistan rupees only
- 6) The base prices of materials are inclusive of all kind of taxes & duties that can be levied at source/ex-factories

*PART-B: CONDITIONS OF CONTRACT
AND CONTRACT FORMS*

SECTION VIII: GENERAL CONDITIONS OF CONTRACT (GCC)

Book Reference...

Red Book:

© FIDIC 2017. All rights reserved.

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 CONTRACT (SCC)

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): 6 months
2.	1.1.31	Employer’s name and address: Deputy Collector (HQ), Collectorate of Customs (Appriasment), Kohat Cantt
3.	1.1.84	Time for Completion: 01 month with 06 months DLP
4.	1.3	For notices Procuring agency/Employer Authorized representatives name and address: The Employer is Deputy Collector (HQ), Collectorate of Customs (Appriasment), Kohat Cantt Contractors Authorized representatives name and address:
5.	1.4	Governing Law;

		The Applicable Law shall be: Laws of the Islamic Republic of Pakistan
4.	1.4	Communication Language: The Communication Language shall be: English
5.	1.5	Documents forming the contract listed: <ol style="list-style-type: none"> 1. The Contract Agreement (if completed); 2. The Letter of Acceptance; 3. The ADDENDA (if any); 4. The Instructions to Bidders; 5. The Completed Form of Bid; 6. Special Stipulations; 7. Part B -The Special Conditions of Contract; 8. Part A - The Contract Data; 9. The priced Bill of Quantities; 10. The completed Appendices to Bid; 11. The Specifications, 12. The Drawings; 13. Part C 14. JV undertaking (if any) 15. Schedules
6.	1.8	Number of additional paper copies of Contractor's Documents: 02
The Employer/ Procuring agency/Employer (GCC Clause 2)		
6.	2.1	Time for access to the Site: 03 days after Commencement Date
	2.4	Employer's financial arrangements PSDP
The Engineer (GCC Clause 3)		
7.	3.2	The Engineer shall obtain the specific approval of the Employer before carrying out his duties in accordance with the following Clauses: <ol style="list-style-type: none"> (i) Consenting to the sub-letting of any part of the Works under Sub- Clause "Subcontracting". (ii) Certifying additional cost for "Not Foreseeable Physical Obstructions or Conditions". (iii) Any action under "Performance Security" and "Insurance" of sorts. (iv) Certifying additional Cost (v) Any action under "Suspension". (vi) Certifying additional Cost (vii) Any action under "Extension of Time for Completion". (viii) Any action under "Liquidated Damages for Delay" or payment of Bonus for Early Completion of Works, (ix) Issuance of "Taking Over Certificate". (x) Issuing a Variation Order, except:

		<p>a) in an emergency* situation, as stated here below, or b) if such variation would increase the Contract Price</p> <p>(xi) Fixing rates or prices. (xii) Extra payment as a result of Contractor’s claims. (xiii) Release of Retention Money to the Contractor “Payment of Retention Money”. (xiv) Issuance of “Final Payment Certificate”. (xv) Issuance of “Defect Liability Certificate”. (xvi) Hiring of Engineer Representative</p> <p>* (If in the opinion of the Engineer an emergency occurs affecting the safety of life or of the Works or of adjoining property, the Engineer may, without relieving the Contractor of any of his duties and responsibilities 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 with any such instruction of the Engineer. The Engineer shall determine an addition to the Contract Price, in respect of such instruction, and shall notify the Contractor accordingly, with a copy to the Employer.)</p> <p>Engineer’s Duties and Authority: Variation resulting in an increase of the Accepted Contract Amount in excess of one percent (1%) subject to accumulative Variations not exceeding five percent (5%) of the Accepted Contract Amount.</p>
The Contractor (GCC Clause 4)		
6.	4.2	<p>The Contractor shall provide Performance Security to the Employer in the prescribed form. The said Security shall be furnished or caused to be furnished by the Contractor within 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 either (a) unconditional bank guarantee from any Scheduled Bank in Pakistan or (b) an Insurance Guarantee from a Company having at least AA rating from PACRA / JCR or (c) Bank Guarantee from a Bank located outside Pakistan duly counter-guaranteed by a Scheduled Bank in Pakistan & acceptable to the Employer. The Guarantee shall be irrevocable, non-recourse & in the format acceptable to the Employer.</p>
7.	4.7.2(a)	<p>Clause 4.7 Setting out Period for notification of errors in the items of reference “[28 days]”</p>
8.	4.22	<p>Contractor’s Operations on site The site shall be jointly inspected and shall be communicated later on prior to commencement of works. (Kohat)</p>

Sub-Contracting (GCC Clause 5)

9.	5.1(a)	Maximum allowable accumulated value of work subcontracted is 100% as a percentage of the Accepted Contract Amount
10.	5.1 (b)	The details of subcontracting shall be provided by the contractor for consent of the Engineer and Employer
Staff and Labour (GCC Clause 6)		
11.	6.5	The normal working hours has to be around the clock in three shifts the contractor has to provide detail schedule of completion in 12 months
Plant, Material and Workmanship (GCC Clause 7)		
12.	7.2	<p>Samples of all materials to be provided in consent with the Engineer/Employer</p> <p>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 & acceptable to the Engineer & the Employer. Proper Material testing as acceptable to the Engineer/Engineer's Representative shall be carried out for material preferably from UET Taxila or otherwise as indicated and required</p>
Commencement, Delays and Suspension (GCC Clause 8)		
13.	8.3	Number of additional paper copies of program 3 <i>Copies</i>
14.	8.8	<p>Delay damages shall be payable for each day of delay shall be 0.1% of the Contract Price per day, in the currency and proportions in which the Contract Price is payable.</p> <p>Maximum amount of delay damages is 10 % of the Contract Price</p>
Measurement and Valuation (GCC Clause 12)		
15.	12.2	<p>Method of measurement shall be</p> <p>The Measurement of the Works shall be performed on the basis of the construction drawings & specifications. If these measurements exceed in the measurements indicated in the construction drawings & specifications except those directed by the Engineer, such excess shall be on the account of the Contractor & he shall not be entitled to any compensation thereof. But if they are less than the measurement indicated in the specifications and drawings then the Works actually executed shall be measured, provided they are technically acceptable & there is no provision to the contrary in any other part of the Contract Documents. All work completed under the Contract shall be measured according to the metric system for all times, unless otherwise provide</p>

		herein or in the Special Provisions.
--	--	--------------------------------------

		Quantities of materials wasted or disposed off in a manner not called for under the Contract or rejected loads of materials, including material rejected after it has been placed by reason of the failure of the Contractor to conform to the provisions of the Contract or material not unloaded from the transporting vehicle, or material placed outside of the lines indicated on the drawings as established by the Engineer, or material remaining on hand after completion of the work will not be paid for and such material should be disposed off by the Contractor at his own expense. No compensation will be allowed for hauling rejected materials. The Works shall be measured net notwithstanding any general or local custom except where otherwise specifically described in the Contract.
16.	12.3	Percentage profit 10%
Variations and Adjustments (GCC Clause 13)		
17.	13.4 (b)(ii)	Percentage rate to be applied to Provisional Sums for overhead charges and profit is 25 %
18.	13.7	Adjustments for Changes in Cost: The Contract Price shall be adjustable during Contract Execution.
Contract Price and Payment (GCC Clause 14)		
19.	14.2	Not applicable

20.	14.2.3	Not applicable
21.	14.3(iii)	Percentage of retention: 5% Limit of Retention Money 5%
22.	14.4	<p>The said statement shall be approved or amended by the Engineer in such a way that in his opinion, it reflects the amount in various currencies due to the Contractor in accordance with the Contract, after deduction of any sums which may have become due and payable by the Contractor to the Employer.</p> <p>The contractor shall be paid provisional 50% of the Interim Payment statement which shall be generated from the Mobile Application being operated at site with the Engineer and its team within 14 days of the submission of the Interim Payment statement verified by the Engineer and shall be inclusive of all recoveries of taxes, retention, Mobilization Advance etc.,</p> <p>In cases where there is a difference of opinion as to the value of any item, the Engineer's view shall prevail. Within 28 days of receipt of the monthly statement, the Engineer shall determine the amounts due to the Contractor and issue a certificate herein called "Interim Payment Certificate", certifying the amounts due to the Contractor for the remaining amount of work done.</p> <p>Provided that the Engineer shall not be bound to certify any payment under this sub-clause if the net amount thereof, after all retentions & deductions.</p> <p>Notwithstanding the terms of this clause or any other clause of the Contract, no amount will be certified by the Engineer for payment until the performance security has been provided by the Contractor & approved by the Employer."</p>
23.	14.5(b)(i)	Not Applicable
24.	14.5(c)(i)	Not Applicable
25.	14.6.2	Not Applicable
26.	14.7(a)	Not Applicable

27.	14.7b(i)	Period for the Procuring agency/Employer to make interim payments to the Contractor under Sub-Clause 14.6 (interim Payment) 30 days (<i>being a PSDP project this is subjected to releases from the Finance Division</i>)
28.	14.7b(ii)	Period for the Procuring agency/Employer to make interim payments to the Contractor under Sub-Clause 14.13 (Final Payment) 60 days
29.	14.7(c)	Period for the Procuring agency/Employer to make final payment to the Contractor 56 days
30.	14.8	KIBOR+3% per annum for local currency.
31.	14.11.1(b)	Number of additional paper copies of draft Final Statement (3 copies)
32.	14.15	Currencies of Payment The Contract Price shall be paid in the currency or currencies named in the Contract Data. Pakistani Rupees is the currency of payment
33.	14.15 (a)(i)	Not Applicable
34.	14.15 (c)	Payment of Delay Damages shall be made in the currencies and proportions specified in the Contract Data. Pakistani Rupees is the currency of payment.
35.	14.15 (f)	Not Applicable
36.	17.2 (d)	Not Applicable
Insurance (GCC Clause 19)		
37.	19.1	Permitted deductible limits insurance required for the Works: 10% of 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

		<p>damage to property: Nil</p> <p>insurance required for injury to employees: Nil</p> <p>other insurances required by Laws and by local practice: Nil</p>
38.	19.2.1(b)	15% of the replacement value (Accepted Contract Amount)
39.	19.2.1(iv)	List of Exceptional Risks which shall not be excluded from the insurance cover for the Works
40.	19.2.2	<p>from Ex-Works (i.e., works, factory, warehouse, etc) to delivery at the Site</p> <p>Full replacement value</p>
41.	19.2.3(a)	amount of insurance required for liability for breach of professional duty
42.	19.2.3(b)	Yes, Full replacement value of the Works to be designed by the Contractor
43.	19.2.3	Until the date of issuance of Performance Certificate
44.	19.2.4	Amount of insurance required for injury to persons and damage to property is 1 Million or as per assessment of work whichever is greater
45.	19.2.6	<p>Insurance</p> <p><u>Other insurances required by Laws and by local practice</u></p> <p>The contractor shall provide all other insurances required by the Laws of the countries where (any part of) the Works are being carried out, at the Contractor's own cost. Other insurances required by local practice (if any) shall be detailed in the Contract Data and the Contractor shall provide such insurances in compliance with the details given, at the Contractor's own cost.</p>
Dispute Avoidance/ Adjudication Board (GCC Clause 21)		
46.	21.1	<p>Within 28 days from the Commencement Date.</p> <p>In case the Accepted Contract Amount is lesser than PKR one (01) billion, appointment of the DAAB shall be made when Dispute arises between the Parties.</p>
47.	21.1	1. The DAAB shall comprise Deputy Collector (HQ), Collectorate of Customs (Appraisalment), Kohat Cantt
48.	21.1	<p>List of proposed members of DAAB</p> <p>- Proposed by Employer/ Procuring agency/Employer</p> <p>1. Deputy Collector (HQ), Collectorate of Customs (Appriasmnt), Kohat Cantt</p>

- | | | |
|--|--|--|
| | | <ol style="list-style-type: none">2. Member Collector of Customs (Appraisement), Kohat Cantt3. Contractor |
|--|--|--|

		- Proposed by Contractor 1. 2. 3.
49.	21.2	Appointing entity (official) for DAAB members
50.	21.6	Rules of 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: Kohat

Part B - Special Provisions

1.1	Definitions	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 - 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 Letter of 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) the Drawings; (j) the completed Schedules to Bid including Bill of Quantities; (k) the JV Undertaking (if the Contractor is a JV); and (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].

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

<p>4.2</p>	<p>Performance Security</p>	<p><u>4.2.1 Contractor’s Obligations</u> The entity issuing the Performance Security and its form shall be as under: The Performance Security shall be, at the option of the Contractor, issued in the prescribed form included in the Bidding Documents, by (a) a Scheduled Bank in Pakistan or (b) a foreign bank duly counter-guaranteed by a Scheduled Bank in Pakistan or (c) an Insurance Company listed in the Contract Data and rated by PACRA/VIS of rating as provided in Table below:</p> <table border="1" data-bbox="663 600 1398 853"> <thead> <tr> <th data-bbox="663 600 1015 725">Accepted Contract Amount (In Eq. PKR million)</th> <th data-bbox="1015 600 1398 725">Minimum Rating of Insurance Companies</th> </tr> </thead> <tbody> <tr> <td data-bbox="663 725 1015 786">Up to 1000</td> <td data-bbox="1015 725 1398 786">A (+)</td> </tr> <tr> <td data-bbox="663 786 1015 853">1001 to no limit</td> <td data-bbox="1015 786 1398 853">AA</td> </tr> </tbody> </table> <p>In case of Joint Venture, the Performance Security shall be in the name of the Joint Venture or in the name of Lead/either firm of the JV or in ratio of shares of the individual JV partners. 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.”</p>	Accepted Contract Amount (In Eq. PKR million)	Minimum Rating of Insurance Companies	Up to 1000	A (+)	1001 to no limit	AA
Accepted Contract Amount (In Eq. PKR million)	Minimum Rating of Insurance Companies							
Up to 1000	A (+)							
1001 to no limit	AA							
<p>4.3</p>	<p>Contractor’s Representative</p>	<p>In second para-graph the text “professional engineer as defined in the Pakistan Engineering Council Act, 1975 (Act No. V of 1976) (having temporary license 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”.</p> <p>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”</p>						
<p>4.4</p>	<p>Contractor’s Documents</p>	<p><u>4.4.2 As-Built Records</u> First paragraph is deleted and the text in the last para-graph 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</p>						

		Drawings) of all Drawings amended to conform to the Works
--	--	---

		<p>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 in-corporation 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.</p> <p>The price of such Drawings shall be deemed to be included in the Contract Price.”</p> <p>Following Sub-Clause is added: <u>4.4.4 Shop Drawings</u> 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.</p>
<p>4.8</p>	<p>Health and Safety Obligations</p>	<p>The following text is added at the end of this Sub-Clause:</p> <p>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.</p>
<p>4.20</p>	<p>Progress Reports</p>	<p>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:</p> <p>(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;</p> <p>(j) monthly summary of daily job record indicating</p>

		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	<p>Add the following text at the end of paragraph (ii): “under Schedule to Bid”</p> <p>The following is added at the end of the last paragraph of Sub- Clause 5.1:</p> <p>“All subcontracts relating to the Works shall include provisions which entitle the Employer to require the subcontract to be assigned to the Employer under sub-paragraph (a) of Sub- Clause 15.2.3 [After Termination].</p> <p>The Contractor shall give reasonable opportunity to contractors from Islamic Republic of Pakistan for subcontracts for the Works, and endeavour to employ such contractors as Subcontractors.”</p>
5.2	Nominated Subcontractors	<p>5.2.2 Objection to Nomination</p> <p>In sub-paragraph (c), “and” is deleted from the end of (i); “.” at the end of (ii) is replaced with: “, and”</p>
6.1	Engagement of Staff and Labour	<p>The following is then added as (iii): “(iii) be paid only if and when the Contractor has received from the Employer payments for sums due under the Subcontract referred to under Sub-Clause 5.2.3 [Payment to nominated Subcontractors].”</p>
6.7	Health and Safety of Personnel	<p>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.”</p>
6.8	Contractor’s Superintendence	<p>Insert at the end of sub-paragraph (a) of this Sub-Clause:</p>

		<p>"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"</p> <p>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.</p> <p>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."</p>
6.12	Key Personnel	<p>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.</p>
The following Sub-Clauses 6.13 to 6.26 are added at the end of Sub-Clause 6.12:		
6.13	Foreign Personnel	<p>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 work permits. The Employer will, if requested by the Contractor, use all reasonable endeavours 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.</p> <p>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.</p>
6.14	Supply of Foodstuffs	<p>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.</p>
6.15	Supply of Water	<p>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.</p>

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 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	The Contractor shall not make decisions relating to the

	and Equal Opportunity	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
--	------------------------------	---

		<p>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.</p> <p>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 nondiscrimination 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).</p>
6.26	Epidemics	<p>In the event of any out-break of illness of epidemic nature or pandemic 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.</p>
7.7	Ownership of Plant and Materials	<p>The following is added before the first paragraph: “Except as otherwise provided in the Contract,”</p> <p>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:</p> <p>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 require; or</p> <p>(ii) replace any item(s) of such Plant and/or Materials,</p>

		the Contractor shall give a Notice, with reasons, to the Engineer
--	--	---

		<p>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).</p> <p>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.</p> <p>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."</p>
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: "After signing of the Contract Agreement by both Parties," and thereafter the word "The" is replaced with the word "the".
8.5	Extension of Time for Completion	The following is added after paragraph (c): "for last five years".
The following Sub-Clause 8.14 is added after Sub-Clause 8.13:		

8.14	Incentives For Early Completion	<p>If Contract Data does not state applicability of incentives for early completion, this Sub-Clause shall not apply.</p> <p>The Contractor shall be entitled subject to Sub-Clause 20.2 [Claims for Payment and/or EOT] to bonus payment if the Works and/or each Section is completed earlier than the Time for Completion for the Works or Section (as the case may be). The amount of bonus for early completion of the Works and/or each Section shall be up to a limit and at a rate to 50% of the relevant limit and rate of delay damages prescribed in Contract Data and shall be paid for every day which shall elapse between the relevant Date of Completion of the Works or Section and the relevant Time for Completion.</p>
-------------	--	--

		For the purposes of calculating any bonus payment, the applicable Time for Completion stated in the Contract Data is fixed and no adjustments of this time by reason of granting an EOT will be allowed.
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	The following text is added at the end of fifth paragraph of the Sub-Clause: “Sum of overhead charges and profit for sub-paragraph (a) 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 DAAB 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 DAAB. The Contractor shall submit the DAAB 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	<p>The following paragraphs are added at the end of the Sub- Clause:</p> <p>“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].”</p>
-------------	--	---

<p>14.1</p>	<p>The Contract Price</p>	<p>The following is added at the end of the Sub-Clause:</p> <p>“Notwithstanding the provisions of subparagraph (b), Contractor's Equipment, including essential spare parts, imported by the Contractor for the sole purpose of executing the Contract shall be temporarily exempt from the payment of import duties and taxes upon initial importation, provided the Contractor shall post with the customs authorities at the port of entry an approved re-export bond or bank guarantee, valid until the Time for Completion plus six months, in an amount equal to the full import duties and taxes which would be payable on the assessed imported value of such Contractor's Equipment and spare parts, and callable in the event the Contractor's Equipment is not re-exported from the Country on completion of the Contract. A copy of the bond or bank guarantee endorsed by the customs authorities shall be provided by the Contractor to the Employer upon the importation of individual items of Contractor's Equipment and spare parts. Upon re-export of individual items of Contractor's Equipment or spare parts, or upon the completion of the Contract, the Contractor shall prepare, for approval by the customs authorities, an assessment of the residual value of the Contractor's Equipment and spare part to be re-exported, based on the depreciation scale(s) and other criteria used by the customs authorities for such purposes under the provisions of the applicable Laws. Import duties and taxes shall be due and payable to the customs authorities by the Contractor on (a) the difference between the initial imported value and the residual value of the Contractor's Equipment and spare parts to re-exported; and (b) on the initial imported value of the Contractor's Equipment and spare parts remaining in the Country after completion of the Contract. Upon payment of such dues within 28 days of being invoiced, the bond or bank guarantee shall be reduced or released accordingly; otherwise the security shall be called in the full amount remaining.”</p>
--------------------	----------------------------------	---

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 or (c) an Insurance Company listed in the Contract Data and rated by PACRA/VIS of rating as provided in Table below:
-------------	------------------------	--

		Accepted Contract Amount (In Eq. million PKR)	Minimum Rating of Insurance Companies
		Up to 1000	A (+)
		1001 to no limit	AA
		In case of Joint Venture, the Advance Payment Guarantee(s) shall be in the name of the Joint Venture or in the name of Lead/either firm of the JV or in ratio of shares of the individual JV partners.	
14.6	Issue of IPC	<u>14.6.1 The IPC</u> In the first line of the 1st paragraph the words “28 days” are substituted by “14 days”.	
14.7	Payment	The words “or through crossed cheque in favour of the Contractor or JV partners. The Payment to JV partners shall be made at the request of the Joint Ventures in the ratio of their shares specified by them” are added at the end of the Sub-Clause.	
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.”	
15.2	Termination for Contractor’s Default	<u>15.2.1 Notice</u> 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.” <u>15.2.3 After Termination</u> 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”	

15.4	Payment after Termination	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	<p><u>16.2.1 Notice</u></p> <p>The sub-paragraph (j) is deleted in its entirety.</p> <p>At the end of sub-paragraph (i) “; or” is replaced with “.” and at the end of sub-paragraph (h) “;” is replaced with “; or”.</p> <p>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.</p>
16.3	Contractor’s Obligations After Termination	<p>Sub-paragraph (c) is deleted and replaced with:</p> <p>"(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</p> <p>(d) remove all other Goods from the Site, except as necessary for safety, and leave the Site."</p>
17.1	Responsibility for Care of the Works	<p>After the two instances of “Goods” in the last paragraph, the words “Employer-Supplied Materials and/or Employer's Equipment” are added.</p>
The following Sub-Clause 17.7 is added after Sub-Clause 17.6:		
17.7	Use of Employer’s Accommodation/ Facilities	<p>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.</p> <p>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.</p>
18.1	Exceptional Events	<p>The words “or disorder” are replaced with “disorder or sabotage” in sub-paragraph (c) of the Clause</p>
18.4	Consequences of an Exceptional Event	<p>The following is added at the end of sub-paragraph (b) after deleting the “.”:</p> <p>“, 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].”</p>
18.5	Optional Termination	<p>In sub-paragraph (c), the words “and necessarily” are added after the words “was reasonably”.</p>

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.” Following text is added at the end of third paragraph:
-------------	-----------------------------	--

		<p>“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.”</p>						
19.2	Insurance to be provided by the Contractor	<p><u>19.2.5 Injury to employees</u> 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:</p>						
		<p><u>19.2.7 Insurance Company</u> “The Contractor shall be obliged to place all insurances described in this Clause with insurers listed in the Contract Data and rated by PACRA/VIS of rating as provided in Table below</p>						
		<table border="1"> <thead> <tr> <th>Accepted Contract Amount (In Eq. million PKR)</th> <th>Minimum Rating of Insurance Companies</th> </tr> </thead> <tbody> <tr> <td>Up to 1000</td> <td>A (+)</td> </tr> <tr> <td>1001 to no limit</td> <td>AA</td> </tr> </tbody> </table>	Accepted Contract Amount (In Eq. million PKR)	Minimum Rating of Insurance Companies	Up to 1000	A (+)	1001 to no limit	AA
		Accepted Contract Amount (In Eq. million PKR)	Minimum Rating of Insurance Companies					
Up to 1000	A (+)							
1001 to no limit	AA							
21.6	Arbitration	<p>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</p>						
The following Clauses are added after Clause 21								
22	Custom Duty	The rules applicable shall be enforced under this contract						
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	<p>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:</p> <p>(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;</p> <p>(b) terminate the Contract; and</p>						

		(c) recover from the Contractor any loss or damage to
--	--	---

		<p>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.</p> <p>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</p> <p>15.4 shall be made after having deducted the amounts due to the Employer under sub- paragraph (a) and (c) of this Sub-Clause</p>
--	--	--

Table: Summary of Sections (if any)

Description of parts of the Works that shall be designated a Section for the purposes of the Contract (Sub-Clause 1.1.73)	Value: Percentage ⁶ of Accepted Contract Amount (Sub-Clause 14.9)	Time for Completion (Sub-Clause 1.1.84)	Delay Damages (Sub-Clause 8.8)

⁶ These percentages shall also be applied to each half of the Retention Money under Sub-Clause 14.9

Part C – EMPLOYER’S AND ENGINEER’S FACILITIES

EMPLOYER'S FACILITIES AND ALLIED TO ENSURE MONITORING AND EASE OF ACCESS TO SITE

NOTIFICATION TO ENGINEER

The Engineer shall be notified daily in writing of the nature and location of the Works the Contractor intends to perform the next day so as to enable necessary inspection and measurement to be carried out. The Engineer may, if necessary, direct that longer notice be given of certain operations. The Engineer will operate the Mobile application for monitoring of the work. The contractor shall keep a close liaison with the Engineer to update data on the Mobile Application so that the monthly invoices are properly secured.

NIGHT WORK AND WORK TO BE CARRIED OUT IN THREE SHIFTS

Work should be carried out in three shifts round the clock to ensure timely completion of the project. When work is done at night, the Contractor shall maintain from sunset to sunrise such lights on or about his work and plant as the Engineer may deem necessary for the proper observations of the work and the efficient execution thereof.

WEATHER

No work is to be undertaken when, in the opinion of the Engineer, the weather is not suitable that proper protection of the work cannot be ensured.

CO-ORDINATION WITH OTHER CONTRACTORS

It shall be the responsibility of the Contractor to co-ordinate and keep-up good relations with other Contractors employed on site by the Employer.

ACCIDENT PREVENTION, PROTECTIVE EQUIPMENT

The Contractor shall comply and enforce compliance by all his sub-contractors with the highest standards of safety and accident prevention in accordance with international standards and in compliance with all applicable laws, ordinances and statutory provisions.

All requisite barriers, fences, warning signs, lights and other safety precautions as required for the protection of persons and property on or adjacent to the site shall be provided at the Contractor's cost.

All false work, scaffolding and handrails shall be well constructed and secured at all times. Where overhead work is being carried out, warning signs shall be installed at ground level clearly warning of the overhead work.

All warning signs shall be in two languages, English and Urdu, and shall at all times be maintained in a clean and legible condition, to the satisfaction of the Engineer.

Trash shall be removed at frequent intervals to the satisfaction of the Engineer.

MONTHLY JOINT PROGRESS MEETING

A monthly Joint Progress Meeting (JPM) between the Employer/Engineer /Engineer’s representative, and Contractor shall be held to review, evaluate and discuss the progress of the Project.

Any instructions issued to the Contractor through the minutes of the meeting shall have the same effect as instructions issued by the Engineer under Sub-Clause 2.5 of General Conditions of Contract Part-I (Instructions in Writing).

The Contractor shall make all necessary arrangements for such meetings, including the preparation and presentation with respect to the Project directed by the Engineer.

PRECAUTION FOR POLLUTION

Precautionary measures and facilities shall be provided by the Contractor at his own cost in carrying out the Works including dumping and disposal of spoils, in the manner approved by the Engineer to prevent environmental pollution.

COORDINATION OF WORKS AT SITE

The Contractor shall take cognizance that during the execution of the project, other Contractor will be working concurrently on this site.

All works of his responsibility shall be coordinated by the Contractor so as to give the necessary facilities to other Contractors or their workmen or any other employee, who execute or supervise any work on the Site.

The Contractor shall ensure that the necessary safety precautions will be observed and interferences shall be avoided especially for the works executed side-by-side by different Contractors.

Due consideration must be given to permit access to sections of the work as required by other contractors for the extension of their works. With a view to coordinate the works, the Engineer may from time to time direct the order of the works to be carried out.

BOREHOLES & EXPLORATORY EXCAVATION

On award of the construction contract, the contractor shall immediately carry out sub-soil investigation confirmatory test pits from NSL/excavated area through the specialized Geo-Tech Investigation Firm for both the project sites as directed by the Engineer & conduct all field & laboratory tests as specified by the Engineer & submit comprehensive report of the same with complete set of boreholes. Test results etc. for the reconfirmation of the sub-soil data & bearing capacities etc. of the project before taking up construction activities.

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.

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]

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 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 times the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of 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] [Contract]