



**CIVIL RENOVATION WORKS INTERIOR &  
EXTERIOR (PHASE –III) AT CUSTOM HOUSE G-  
9/1 ISLAMABAD.**

**COLLECTORATE OF CUSTOMS  
ENFORCEMENT, GOVERNMENT OF PAKISTAN**

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**BIDDING & CONTRACT DOCUMENTS**

**Dr. Muhammad Muddasar Rafique**  
Deputy Collector (HQ)  
Collectorate of Customs Enforcement  
Islamabad



**PART-A –**

**Section I - Invitation for Bids**

**Section II- Instructions to Bidders (ITB)**

This Section provides information to help Bidders prepare their Bids. Information is also provided on the submission, opening, and evaluation of Bids and on the award of Contracts. *(This Section contains provisions without modifications.)*

**Section III- Bid Data Sheet (BDS)**

This Section includes provisions specific to procurement and to supplement Section-II, Instructions to Bidders. *(This section is customized, in accordance with the requirements of the Procuring agency/Employer).*

**Section IV - Eligible Countries**

This Section contains information regarding eligible countries.

**Section V – Evaluation and Qualification Criteria**

This section contains information regarding evaluation and qualification criteria including domestic preference.

**Section VI– Standard Bidding Forms**

This Section includes the standard forms for the Bid Submission, Price Schedules, and Bid Security etc. These forms are to be completed and submitted by the Bidder as part of its Bid.

**Section VII – Bill of Quantities**

To be priced by the bidder as per TOR's mentioned & technical specifications laid out on the bidding document.

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

**Section VIII - General Conditions of Contract (GCC)**

This Section includes the general clauses to be applied in all the contracts. *(This Section contains provisions that are to be used without modifications).*

**Section IX - Special Conditions of Contract (SCC)**

This Section consists of Contract Data and Specific Provisions which contains clauses specific to this contract.

**Section X - Contract Forms**

  
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## Section-I:

# INVITATION FOR BID

### CIVIL RENOVATION WORKS INTERIOR & EXTERIOR (PHASE –III) AT CUSTOM HOUSE G-9/1 ISLAMABAD.

Collectorate of Customs Enforcement Islamabad, invites sealed bids from interested bidders for carrying out CIVIL RENOVATION WORKS INTERIOR & EXTERIOR (PHASE –III) AT CUSTOM HOUSE LOCATED AT PLOT-NO 24, MAUVE AREA G-9/1 ISLAMABAD.


1. Interested bidders must meet the following mandatory requirements:
  - a) Having valid license from Pakistan Engineering Council (PEC) in Category C6 or above with Specialization Code CE10 (General Civil Engineering Works), CE11 (i) (General engineering Works only), CE11 (ix) (General Building Works), EE04 (Low voltage installation), EE11 (vi) (General Electrical Works Only), ME01 (HVAC). It is to be duly noted that firms lacking any relevant specialization codes shall be disqualified and not be considered for technical scoring.
  - b) At least Two (02) similar renovation building works having construction cost Rs. 25 million or above in the last 05 years. Only public sector projects with specialized Renovation works shall be considered. General building construction works shall not be considered in similar projects.
  - c) Firm should have at least Two (02) public sector projects completed in the premises of Islamabad to establish that it is well versed with the security protocols and working environment.
  - d) Last 03 years average turnover of minimum Rs. 40 million or above.
  - e) Registered with FBR in Income Tax and Sales Tax & enlisted as Active Tax Payer (Copy of FBR NTN & STRN certificate is to be attached along with Active Status).
  - f) The bidder must submit an affidavit stating that the firm has never been blacklisted previously by any procuring agency.
  - g) Must be registered with E-pads.
  - h) Has an office in Islamabad/ Rawalpindi.
  - i) Has completed a detailed site visit and ensured site variables and constraints & has understood the Job. Site visit is a must for all bidders. Bidders are required to visit the site in coordination with technical personal of the procuring agency to get a sound knowledge and understanding of works to be performed.
2. A complete set of bidding documents may be downloaded from PPRA e-pads website <https://eprocure.gov.pk/> free of cost.

  
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Collectorate of Customs Enforcement  
Islamabad



3. A pre-bid meeting will be held on May, 18, 2026, at 11:00 A:M at Custom House office, Ground floor, Custom House building at Plot # 24, G-9/1 Mauve Area Islamabad. Bidders are also requested to send any clarification via EPADS two (02) working days before pre-bid meeting.
4. Single Stage Two Envelope Procedure shall be adopted as per Rule 36(b) of PPRA 2004.
5. Quality-Cost Method shall be adopted for determining the most advantageous bidder as per provisions laid out in ITB 34 of PPRA SBD & acceptance of bid shall be done accordingly as per Rule 38 of PPRA 2004.
6. Bids must be accompanied by a fixed Bid Security amounting to One million Rupees PKR. 1,000,000/- in the form specified in the bidding documents. Bid Security must be uploaded on E-pads and must reach in original to the employer address before submission deadline. Failure to do any of the needful shall result in rejection of bids.
7. Site visit is mandatory.
8. Partial, Incomplete, Conditional bids, bid not uploaded on E-pads or bid received after specified date and time shall not be accepted.
9. Bids (technical and financial proposal) and supporting documents must be uploaded on E-pads on or before 22. 05. 2026 at 1100hrs. All bids shall be opened on the same date in presence of all bidders' representatives at at 1130 hrs.
10. Procuring agency reserves the right to reject all or any bids subject to relevant provisions of Public Procurement Rules 2004.

**DEPUTY COLLECTOR (HQ)**  
COLLECTORATE OF CUSTOMS ENFORCEMENT  
CUSTOMS HOUSE, PLOT # 24, MAUVE AREA G-9/1 ISLAMABAD.

  
**Dr. Muhammad Muddasar Rafique**  
Deputy Collector (HQ)  
Collectorate of Customs Enforcement  
Islamabad



## Section: II

### A. INSTRUCTIONS TO BIDDERS

<b>1. Scope of Bid</b>	1.1	The Employer as defined in the bidding data sheet hereinafter called "the Employer" wishes to receive bids for the construction and completion of works as described in these Bidding Documents, and summarized in the Bidding Data Sheet hereinafter referred to as the "Works".
<b>2. Source of Funds</b>	2.1	Source of funds as referred in Bid Data Sheet.
<b>3. Eligible Bidders</b>	3.1	<p>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.</p> <p><i>(The limit on the number of members of JV or Consortium may be prescribed in BDS, in accordance with the guidelines issued by the PPRA).</i></p>
	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"> <li>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</li> <li>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</li> <li>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;</li> <li>d) have controlling shareholders in common; or</li> <li>e) receive or have received any direct or indirect subsidy from any of them; or</li> <li>f) have the same legal representative for purposes of this Bid; or</li> <li>g) have a relationship with each other, directly or through common third parties, that puts them in a position to have</li> </ul>



		<p>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</p> <p>h) Submit more than one bid in this bidding process.</p>
	3.8	<p>A Bidder may be ineligible if –</p> <p>(a) he is declared bankrupt or, in the case of company or firm, insolvent;</p> <p>(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;</p> <p>(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;</p> <p>(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;</p> <p>(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.</p> <p>(f) The bidder is blacklisted or debarred by a foreign country, international organization, or other foreign institutions for the period defined by them.</p>
	3.9	<p>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.</p>
	3.10	<p>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.</p>
	3.11	<p>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	4.1	All the material and equipment to be mobilized under the contract shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to such materials and equipment. For this purpose, ineligible countries are stated in the section-IV titled as "Eligible Countries".
	4.2	For purposes of this Clause, "origin" means the place where the material, equipment is produced, manufactured, or processed, or through manufacture, procession, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components or the place from where the services are/to be supplied.
	4.3	The nationality of the bidder shall not determine the origin of the material and equipment.
	4.4	To establish the eligibility of the material and equipment, Bidders shall fill the country-of-origin declarations included in the Form of Bid.
5. One Bid per Bidder	5.1	A bidder shall submit only one bid, in the same bidding process, either individually as a bidder or as a member in a joint venture or any similar arrangement.
	5.2	No bidder can be a sub-contractor while submitting a bid individually or as a member of a joint venture in the same bidding process.



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



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



		Addendum pursuant to <b>ITB 9</b> . Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.
	8.7	The bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the bidder's own expense.
	8.8	The bidder and any of its authorized personnel will be granted permission by the Procuring agency/Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the bidder and its personnel will release and indemnify the Procuring agency/Employer from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
9. Amendment of Bidding Documents	9.1	Before the deadline for submission of bids, the Procuring agency/Employer for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder or pre-bid meeting may modify the bidding documents by issuing addenda.
	9.2	Any addendum issued including the notice of any extension of the deadline shall be part of the bidding documents pursuant to <b>ITB 7.1</b> 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.  <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>
	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:



		<i>Provided that the Procuring agency/Employer shall extend the deadline for submission of bid, if such an addendum is issued within last three (03) days of the bid submission deadline.</i>
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**C. PREPARATION OF BIDS**

10. Language of Bid	10.1	The bid prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and the Procuring agency/Employer shall be written in the English language unless specified in the 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.
11. Documents Establishing Eligibility of Material, Equipment and Works, their Conformity to Bidding Documents	11.1	<p>The bid prepared by the bidder shall constitute the following components: -</p> <ul style="list-style-type: none"> <li>a) Documentary evidence established in accordance with <b>ITB 11</b> that the material, equipment and services to be provided by the Bidder are eligible material, equipment and services, and conform to the Bidding Documents;</li> <li>b) Documentary evidence established in accordance with <b>ITB 12</b> that the bidder has been authorized to carry out the Construction works;</li> <li>c) Documentary evidence established in accordance with <b>ITB 12</b> that the bidder is eligible and/or qualified for the subject bidding process;</li> <li>d) Form of Bid and Bid Prices completed in accordance with <b>ITB 14 and 15</b>;</li> <li>e) Completed schedules as required, including priced Bill of Quantities in accordance with <b>ITB 13 &amp; 15</b>.</li> <li>f) Technical Proposal completed in all aspects in accordance with <b>ITB-17</b>.</li> <li>g) Bid security or Bid Securing Declaration furnished in accordance with <b>ITB 19</b>;</li> <li>h) Alternative bids, if permissible, in accordance with <b>ITB 20</b>;</li> <li>i) Duly Notarized Power of Attorney authorizing the signatory of the Bidder to submit the bid; and</li> <li>j) Any other document required in the <b>BDS</b>.</li> </ul>



	11.2	In addition to the requirements, bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all members and submitted with the bid, together with a copy of the proposed Agreement.
	11.3	The bidder shall furnish, as part of its bid, all those documents establishing the eligibility in conformity to the terms and conditions specified in the bidding documents for all material, equipment and works which the bidder proposes to execute.
	11.4	The documentary evidence of conformity of the material, equipment and works to the Bidding Documents may be in the form of literature, drawings, and data, and shall consist of:  a) a detailed description of the work methodology, approach, schedule and resources to be mobilized at site; b) an item-by-item commentary on the Procuring agency/Employer's Technical Specifications demonstrating substantial responsiveness of the material, equipment and works to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications; c) any other procurement specific documentation requirement as stated in the <b>BDS</b> .
	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 <b>BDS</b>.</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 <b>BDS</b>.</p>
13. Letter of Bid and Schedules	13.1	The Letter of Bid (Technical or Financial as the case may be) and Schedules, including the Bill of Quantities, shall be prepared using the relevant forms furnished in Standard Bid Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under <b>ITB 22</b> . All blank spaces shall be filled in with the information requested.
14. Letter of Bid	14.1	The bidder shall fill the Letter of Bid (Technical or Financial as the case may be) furnished in the bidding documents. The Standard Bid Forms must be completed without any alterations to its format and no substitute shall be accepted.
15. Bid Prices	15.1	The bid prices quoted by the bidder in the Standard bid Forms, Bill of Quantities and in the Price Schedules shall conform to the requirements specified below or exclusively mentioned hereafter in the bidding documents.
	15.2	The bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. If a Price Schedule shows items listed but not priced, their prices shall be construed to be included in the prices of other items in the Bill of Quantities and will not be paid for separately by the Procuring agency/Employer.
	15.3	<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  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 <b>ITB 15.1</b> shall be the total price of the bid.
	15.5	Unless otherwise specified in the <b>BDS</b> 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 <b>ITB 1.1</b> , 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 <b>ITB 30</b> , 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.
<b>16. Currencies of Bid and Payment</b>	16.1	The currency(ies) of the bid and the currency(ies) of payments shall be as specified in the <b>BDS</b> .
	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 <b>ITB 16.1</b> .
<b>17. Documents</b> 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 <b>Section IV – Standard Bid Forms</b> , in sufficient detail to demonstrate the adequacy of the bidder's proposal to meet the work requirements and the completion time.
<b>18. Bid Validity</b> Period	18.1	Bids shall remain valid for the period specified in the <b>BDS</b> 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 <b>ITB 19</b> 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 <b>ITB 19</b> in all respects.
<b>19. Bid Security or</b> Bid Securing Declaration	19.1	Pursuant to <b>ITB 11.1</b> unless otherwise specified in the <b>BDS</b> , 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 <b>BDS</b> or Bid Securing Declaration as specified in the <b>BDS</b> in the format provided in <b>Section VI (Standard Bidding Forms)</b> .  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 <b>ITB 19.9</b> .
	19.3	The Bid Security shall be denominated in the local currency or in another freely convertible currency, and it shall be in the form specified in the <b>BDS</b> which shall be in any of the following:  a) A bank guarantee, an irrevocable letter of credit issued by a Scheduled bank in the form provided in the Bidding Documents or another form acceptable to the Procuring agency/Employer and valid for twenty-eight (28) days beyond the end of the validity of the Bid. This shall also apply if the period for Bid Validity is extended. In either case, the form must include the complete name of the bidder; b) A cashier's or certified cheque; or c) Another security as indicated in the <b>BDS</b> .
	19.4	The Bid Security or Bid Securing Declaration shall be in accordance with the Form of the Bid Security or Bid Securing Declaration included in <b>Section VI (Standard Bidding Forms)</b> or another form approved by the Procuring agency/Employer prior to the bid submission.
	19.5	The Bid Security shall be payable promptly upon written demand by the Procuring agency/Employer in case any of the conditions listed in <b>ITB 19.9</b> are invoked.
	19.6	Any bid not accompanied by a Bid Security or Bid Securing Declaration in accordance with <b>ITB 19.1</b> or <b>19.3</b> shall be rejected by the Procuring agency/Employer and shall be declared as non-responsive bid, pursuant to <b>ITB 30</b> .
	19.7	Unsuccessful bidders' Bid Security will be discharged or returned as promptly as possible, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Procuring agency/Employer pursuant to <b>ITB 18</b> . The Procuring agency/Employer shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, after whichever of the following that occurs earliest:  (a) The expiry of the Bid Security; (b) The entry into force of a procurement contract and the provision of a performance security (or guarantee), for the



		<p>performance of the contract if such a security (or guarantee), is required by the Bidding documents;</p> <p>(c) The rejection by the Procuring agency/Employer of all Bids;</p> <p>(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.</p>
	19.8	The successful bidder's Bid Security will be discharged upon the bidder signing the contract pursuant to <b>ITB 47</b> , or furnishing the performance security (or guarantee), pursuant to <b>ITB 48</b> .
	19.9	<p>The Bid Security may be forfeited or the Bid Securing Declaration executed:</p> <p>a) if a Bidder:</p> <p>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 <b>ITB 18.2</b>; or</p> <p>ii) Does not accept the correction of errors pursuant to <b>ITB 32</b>; or</p> <p>b) In the case of a successful bidder, if the bidder fails:</p> <p>i) to sign the contract in accordance with <b>ITB 47</b>; or</p> <p>ii) to furnish performance security (or guarantee) in accordance with <b>ITB 48</b>.</p>
	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 <b>BDS</b> . If so allowed, <b>ITB 20</b> shall prevail.
	20.2	When alternative schedule for execution of works is explicitly invited, a statement of that effect will be included in the <b>BDS</b> as will the method for evaluating different schedule for execution of works.
	20.3	If so allowed in the <b>BDS</b> , 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 <b>ITB 21.1</b> 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 <b>BDS</b> , clearly marking each “ <b>ORIGINAL</b> ” and “ <b>COPY</b> ” 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 <b>BDS</b> 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

<p><b>23. Sealing and Marking of Bids</b></p>	<p>23.1</p>	<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 “<b>ORIGINAL</b>” and “<b>COPY</b>”. 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>
	<p>23.2</p>	<p>The inner and outer envelopes shall:</p> <p>a) be addressed to the Procuring agency/Employer at the address given in the <b>BDS</b>; and</p> <p>b) bear the title of the subject procurement or project name, as the case may be as indicated in the <b>BDS</b>, the Invitation for Bids (ITB) title and number indicated in the <b>BDS</b>, and a statement: “<b>DO NOT OPEN BEFORE</b>”, to be completed with the time and the date specified in the <b>BDS</b>, pursuant to <b>ITB 24.1</b>.</p>
	<p>23.3</p>	<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> <p>a) Bidder shall submit his <b>TECHNICAL PROPOSAL</b> and <b>FINANCIAL PROPOSAL</b> in separate inner envelopes and enclosed in a single outer envelope.</p> <p>b) <b>ORIGINAL</b> and each copy of the Bid shall be separately sealed and put in separate envelopes and marked as such.</p> <p>c) The envelopes containing the <b>ORIGINAL</b> and copies will be put in one sealed envelope and addressed / identified as given in <b>ITB 23.2</b>.</p>
	<p>23.4</p>	<p>The inner and outer envelopes shall:</p>



		<p>a) be addressed to the Procuring agency/Employer at the address provided in the <b>BDS</b>;</p> <p>b) bear the name and identification number of the contract as defined in the <b>BDS</b>; and provide a warning not to open before the time and date for bid opening, as specified in the <b>BDS</b> pursuant to <b>ITB 24.1</b>.</p> <p>c) In addition to the identification required in <b>ITB 23</b> 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 <b>ITB 25</b>.</p>
	23.5	If all envelopes are not sealed and marked as required by <b>ITB 23.2</b> , <b>ITB 23.3</b> and <b>ITB 23.4</b> or incorrectly marked, the Procuring agency/Employer will assume no responsibility for the misplacement or premature opening of bid.
<b>24. Deadline for Submission of Bids</b>	24.1	Bids shall be received to the Procuring agency/Employer no later than the date and time specified in the <b>BDS</b> .
	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 <b>ITB 9</b> , 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.
<b>25. Late Bids</b>	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 <b>ITB 24</b> .
	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.
<b>26. Substitution and Modification of bids</b>	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 <b>ITB 22</b> .



E. OPENING AND EVALUATION OF BIDS

27. Opening of Bids	27.1	The Procuring agency/Employer will open all bids, in public, in the presence of bidders' or their representatives who choose to attend, and other parties with a legitimate interest in the bid proceedings at the place, on the date and at the time, specified in the <b>BDS</b> . The bidders' representatives present shall sign a attendance sheet as a proof of their attendance.
	27.2	First, envelopes marked " <b>WITHDRAWAL</b> " 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 " <b>SUBSTITUTION</b> " 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 " <b>MODIFICATION</b> " 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 <b>BDS</b> in the presence of bidders' designated representatives who choose to attend and other parties with a legitimate interest in the bid proceedings. The Financial Proposals



		will remain unopened and will be held in custody of the Procuring agency/Employer until the specified time of their opening.
	27.7	The envelopes holding the Technical Proposals shall be opened one at a time, and the following read out and recorded: (a) the name of the bidder; (b) whether there is a modification or substitution; (c) the presence of a Bid Security or Bid Securing Declaration, if required; and (d) Any other details as the Procuring agency/Employer may consider appropriate.
	27.8	Bids not opened and not read out at the bid opening shall not be considered further for evaluation, irrespective of the circumstances.
	27.9	Bidders are advised to send in a representative with the knowledge of the content of the bid who shall verify the information read out from the submitted documents. Failure to send a representative or to point out any un-read information by the sent bidder's representative shall indemnify the Procuring agency/Employer against any claim or failure to read out the correct information contained in the bidder's bid.
	27.10	No bid will be rejected at the time of bid opening except for late bids which will be returned unopened to the bidder, pursuant to <b>ITB 25</b> .
	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 <b>ITB 28.2</b> 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 <b>ITB 32</b> .
	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: <ul style="list-style-type: none"> <li>a) evaluation &amp; qualification criteria;</li> <li>b) required scope of work;</li> <li>c) contract price;</li> <li>d) all securities requirements;</li> <li>e) tax requirements;</li> <li>f) terms and conditions of bidding documents.</li> <li>g) change in the ranking of the bidder</li> </ul>
	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	<p>Prior to the detailed evaluation of bids, the Procuring agency/Employer will determine whether each bid:</p> <ul style="list-style-type: none"> <li>a) meets the eligibility criteria defined in <b>ITB 3</b> and <b>ITB 4</b>;</li> <li>b) has been prepared as per the format and contents defined by the Procuring agency/Employer in the bidding documents;</li> <li>c) has been properly signed;</li> <li>d) is accompanied by the required securities; and</li> <li>e) is substantially responsive to the requirements of the bidding documents.</li> </ul> <p>The Procuring agency/Employer's determination of a bid's substantial responsiveness will be based on the contents of the bid itself.</p>
	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"> <li>a) affects in any substantial way the scope, quality, or performance of the Works;</li> <li>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</li> <li>c) if rectified, would affect unfairly the competitive position of other bidders presenting substantially responsive bids.</li> </ul>
	30.3	The Procuring agency/Employer will confirm that the documents and information specified under <b>ITB 11, 12</b> and <b>13</b> have been provided in the bid. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Bidders, the bid shall be rejected.
	30.4	The Procuring agency/Employer may waive-off any minor informality, nonconformity, or irregularity in a bid which does not



		<p>constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.</p> <p><b>Explanation:</b> <i>A minor informality, non-conformity or irregularity is one that is merely a matter of form and not of substance. It also pertains to some immaterial defect in a Bid or variation of a bid from the exact requirements of the invitation that can be corrected or waived without being prejudicial to other bidders. The defect or variation is immaterial when the effect on quantity, quality, or delivery is negligible when contrasted with the total cost or scope of the works. The Procuring agency/Employer either shall give the bidder an opportunity to cure any deficiency resulting from a minor informality or irregularity in a bid or waive the deficiency, whichever is advantageous to the Procuring agency/Employer. Examples of minor informalities or irregularities include failure of a bidder to –</i></p> <ul style="list-style-type: none"> <li>(a) <i>Submit the number of copies of signed bids required by the invitation;</i></li> <li>(b) <i>Furnish required information concerning the number of its employees;</i></li> <li>(c) <i>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></li> </ul>
	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 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</p>



		only, to reflect the price of the missing or nonconforming item or component.
	30.7	If a bid is not substantially responsive, it will be rejected by the Procuring agency/Employer and may not subsequently be evaluated for complete technical responsiveness.
<b>31. Examination of Terms and Conditions; Technical Evaluation</b>	31.1	The Procuring agency/Employer shall examine the bid to confirm that all terms and conditions specified in the <b>GCC</b> and the <b>SCC</b> 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 <b>ITB 31</b> , to confirm that all requirements specified in <b>Section V – Works Requirement, Technical Specifications</b> 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 <b>ITB 30</b> , it shall reject the bid.



<p><b>32. Correction of Arithmetic Errors</b></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"> <li>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;</li> <li>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</li> <li>c) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.</li> <li>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.</li> </ul>
	<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 <b>ITB 19.9</b>.</p>



<p><b>33. Conversion to Single Currency</b></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 <b>BDS</b>.</p>
<p><b>34. Evaluation of Bids</b></p>	<p>34.1</p>	<p>The Procuring agency/Employer shall evaluate and compare only the bids determined to be substantially responsive, pursuant to <b>ITB 30</b>.</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 <b>BDS</b> 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"> <li>a) the bid price, excluding provisional sums and the provision, if any, for contingencies in the summary bill of quantities, but including day work items, where priced competitively;</li> <li>b) price adjustment for correction of arithmetic errors in accordance with <b>ITB 32.1</b>;</li> </ul>



		c) converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with <b>ITB 33</b> ;
	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 <b>BDS</b> .
	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><b>Explanation:</b></p> <p><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 <b>BDS</b> 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	<p>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.</p> <p><i>Note: In case of International bidding, the parameters for incorporation or licensing within Pakistan may be fulfilled as part of post qualification.</i></p>
	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 <b>ITB 12</b> .
	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 <b>BDS</b> .



<p><b>39. Abnormally Low Financial Bid</b></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"> <li>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;</li> <li>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;</li> <li>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;</li> <li>d) The Procuring agency/Employer shall not incur any liability solely by rejecting abnormally bid; and</li> <li>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.</li> </ul> <p><b>Guidance for Procuring agency/Employer:</b></p> <p>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"> <li>(i) Comparing the bid price with the cost estimate;</li> <li>(ii) Comparing the bid price with the bids offered by other bidders submitting substantially responsive bids; and</li> <li>(iii) Comparing the bid price with prices paid in similar contracts in the recent past either government- or development partner-funded.</li> </ul>
	<p>39.2</p>	<p>The Procuring agency/Employer will determine to its satisfaction whether the bidder that is selected as having submitted the most advantageous bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in <b>ITB 12</b></p>



	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 <b>ITB 12</b> , 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	<p>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.</p> <p><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></p>
	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><b>40. Criteria of Award</b></p>	<p>40.1</p>	<p>Subject to <b>ITB 36</b> and <b>37</b>, 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"> <li>a) eligible in accordance with the provisions of <b>ITB 3</b>;</li> <li>b) is determined to be qualified to perform the Contract satisfactorily; and</li> <li>c) Successful negotiations have been concluded, if any.</li> </ul>
<p><b>41. Negotiations</b></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"> <li>(a) a minor alteration to the technical (drawings, design technical specifications) details of the statement of works;</li> <li>(b) Methodology, work plan, staffing in view to streamline the work;</li> <li>(c) a minor amendment to the special conditions of Contract;</li> <li>(d) finalizing payment arrangements;</li> <li>(e) clarifying details that were not apparent or could not be finalized at the time of Bidding;</li> </ul>
	<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><b>42. Procuring agency/Employer's Right to reject All Bids</b></p>	<p>42.1</p>	<p>Notwithstanding <b>ITB 37</b>, 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><b>43. Variations</b></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 of the following:</p> <ul style="list-style-type: none"> <li>a) increase or decrease the quantity of any work included in the Contract,</li> <li>b) omit any such work (but not if the omitted work is to be carried out by the Employer or by another contractor),</li> <li>c) change the character or quality or kind of any such work,</li> <li>d) change the levels, lines, position and dimensions of any part of the Works,</li> <li>e) execute additional work of any kind necessary for the completion of the Works, or</li> <li>f) change any specified sequence or timing of construction of any part of the Works.</li> </ul> <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 <b>ITB 15</b>. 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><b>44. Instructions for variations</b></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>



45. Valuation of Variations	45.1	All variations and any additions to the Contract Price which are required to be determined in accordance with <b>ITB 15</b> (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 <b>ITB 15</b> .
46. Notification of Award	46.1	Prior to the award of contract, the Procuring agency/Employer shall issue a Final Evaluation Report giving justification for acceptance or rejection of the bids.
	46.2	Where no complaints have been lodged, the bidder whose bid has been accepted will be notified of the award by the Procuring agency/Employer prior to expiration of the bid validity period in writing or through electronic means that provide record of the content of communication. However, the Procuring agency/Employer shall not award any procurement contract atleast for fifteen (15) days after the acceptance of bid. The notification letter (herein after and in the condition of the contract and contract form called "Letter of Acceptance" will specify the sum that the Procuring agency/Employer will pay the successful bidder in consideration for the execution and completion of the works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).
	46.3	The notification of award will constitute the formation of the Contract, subject to the bidder furnishing the Performance Security (or guarantee) in accordance with <b>ITB 48</b> and signing of the contract in accordance with <b>ITB 47</b> .
	46.4	Upon the successful bidder's furnishing of the performance security (or guarantee) pursuant to <b>ITB 48</b> , the Procuring agency/Employer will promptly notify each unsuccessful bidder, the name of the successful bidder and the Contract amount and will discharge the Bid Security or Bid Securing Declaration of the bidder(s) pursuant to <b>ITB 19</b> .



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 <b>BDS and SCC</b> , 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 <b>BDS</b> which shall be in any of the following:</p> <ul style="list-style-type: none"> <li>(a) certified cheque, cashier's or manager's cheque, or bank draft;</li> <li>(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;</li> <li>(c) bank guarantee confirmed by a reputable local bank or, in the case of a successful foreign bidder, bonded by a foreign bank; or</li> <li>(d) surety bond callable upon demand issued by any reputable surety or insurance company.</li> </ul> <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 <b>ITB 47</b> 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.

#### F. GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM

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



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



### G. MECHANISM OF BLACKLISTING

54. Mechanism of Blacklisting	54.1	<p>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:</p> <p>Involved in corrupt and fraudulent practices as defined in Rule-2 of Public Procurement Rules;</p> <p>i) Fails to perform his contractual obligations; and</p> <p>ii) Fails to abide by the id securing declaration;</p>
	54.2	<p>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.</p>
	54.3	<p>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.</p>
	54.4	<p>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.</p>
	54.5	<p>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.</p>
	54.6	<p>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.</p>



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



## **SECTION III: BID DATA SHEET**

# BIDDING DATA SHEET

The following specific data for the works to be bided shall complement, amend, or supplement the provisions in the Instructions to bidders. Wherever there is a conflict, the provisions herein shall prevail over those in the Instructions to Bidders.

Instructions to Bidders  
Clause Reference:

Clause IB.1  
Sub Clause 1.1

## Scope of Bid

### Name & Address of the Employer

The Employer is: Collectorate of Customs Enforcement, customs House, G-9/1 Islamabad Government of Pakistan.  
(Herein after called "The Employer" Which expression shall include the successors, legal representative and permitted assignees).

The Employer's Representative is:

DEPUTY COLLECTOR (HQ)  
COLLECTORATE OF CUSTOMS ENFORCEMENT  
CUSTOMS HOUSE, PLOT # 24, MAUVE AREA G-9/1  
ISLAMABAD

### Name of the Project & Summary of the Works.

The name of the Project is:

CIVIL RENOVATION WORKS INTERIOR & EXTERIOR  
(PHASE -III) AT CUSTOM HOUSE G-9/1 ISLAMABAD.

The Summary of Works:

Collectorate of Customs Enforcement Islamabad, invites sealed bids from interested bidders for carrying out CIVIL RENOVATION WORKS INTERIOR & EXTERIOR (PHASE -III) AT CUSTOM HOUSE LOCATED AT PLOT-NO 24, MAUVE AREA G-9/1 ISLAMABAD.



The scope of works mainly comprises Civil Renovation works which also includes Elect, Plumbing, HVAC & primarily civil works etc. in its premises. Interested bidders are required to submit 3D design layout as an Annex in their Technical Bids including furniture layout as per offered BOQ to demonstrate eligibility.

**Sub Clause 1.2**

**Time for Completion**

01 Calendar Months

**Clause IB.2  
Sub Clause 2.1**

**Source of Funds**

Name of Financing Institution:  
Finance Division, Government of Pakistan.

**Clause IB.3  
Sub Clause 3.1**

**Eligible Bidders**

“Delete the Clause in its entirety & Substitute with following”  
The bidder who has the technical, financial and production capability/eligibility necessary to perform the contract as per eligibility criteria mentioned at Appendix I of this document.

**Sub Clause 3.2, 3.3 &3.4**

“Delete the clause in its entirety and substitute with the following”.

**JV-Not Allowed**

**Sub Clause 7.2**

“Delete the clause in its entirety and substitute with the following”.

Primarily bids are to be submitted via electronic submission on E-pads. However one copy of technical bid shall be required. If there is any discrepancy/variation between E-pads submitted bid and hardcopy than E-pads version shall prevail. Furthermore Original Bid security Instrument shall be submitted to the client before the opening time of the bids. Failure to do the same shall lead to rejection of bids.

Failure to upload Bid security instrument on E-pads shall also lead to rejection of bids. Any technical or financial bid not uploaded and submitted on E-pads shall lead to bid rejection.

**Clause IB.8**

**Clarification of Bidding Document, Pre-bid Meeting**



**Sub Clause 8.1**

Any clarification required by the prospective bidder shall be communicated in writing 3 days prior to pre-bid meeting electronically via E-pads.

**Sub Clause 8.5**  
following:

Delete the text of Sub-Clause 8.5 & substitute with the

The pre-bid meeting will be held at the employers' address on dated    day    18,    May    Month    2026, Year at    11:00 A:M    Time    as mentioned in the ITB. All bidders are requested to ensure their presence to understand scope of work and address their queries. Attending Pre-Bid Meeting and Site visit is Mandatory.

**Clause IB.10**  
**Sub Clause 10.1**  
**Clause IB.11**  
**Sub Clause 11.1**

**Language of Bid**

English

**Documents Accompanying the Bid**

Delete the text of Sub-Clause 11.1 & substitute with the following:  
The bidder shall fill, sign and stamp the bidding documents and return/submit online electronically on E-pads along with technical and financial proposals and submit original bid security in the form of PO/CDR/Bank guarantee to the employer's address.

**Sub Clause 11.2**

Delete the text of Sub-Clause 11.2 & substitute with the following:  
JV Not Allowed

**Clause IB.15**  
**Sub Clause 15.2**

**Bid prices.**

Delete the text of Sub-Clause 15.2 & substitute with the following:  
The bidders shall fill in rates and prices for all items of the works described in the bill of quantities. Unit rate offered for an item shall be considered up to two significant decimal places for evaluation purposes. Items against which no rate or price is entered by a bidder will not be paid for by the Employer when executed and shall be deemed covered by rates and prices for other items in the Bill of Quantities. Corrections in rates and prices, if any, shall be made by crossing out, initialing, deleting and re-writing. In case if a bidder has omitted to provide rates for a significant portion of the offered BOQ then his bid shall be considered to be incomplete and non-responsive. This decision shall be solely at the discretion of the procuring agency.

**Sub Clause 15.3**

Add the text of Sub-Clause 15.3 with the following:



If a bidder is found to have modified any BOQ items, this shall result in modification of TOR's and his bid shall be considered non-responsive.

Incase if a bidder has omitted a significant portion of BOQ then the procuring agency shall not be liable to exercise market survey or to compare rates of the next corresponding bidder, instead in this case the bidders financial bid shall be deemed incomplete and non-responsive. This decision shall be solely at the discretion of the procuring agency.

**Sub Clause 15.5**

Delete the text of Sub-Clause 15.5 & substitute with the following:  
No price Adjustments Allowed.

**Sub Clause 15.8**

Add the text of Sub-Clause 15.3 with the following:  
Additional/reduced duties, taxes and other levies under the contract due to subsequent legislations shall be reimbursed/ deducted as per sub-Clause 70.2 of the General Conditions of Contract Part-1

**Clause 16**

**Currencies of Bid and Payment**

**Sub Clause 16.1**

Delete the text of Sub-Clause 16.1 & substitute with the following:  
The unit rates and the prices shall be quoted by the bidder entirely in Pak Rupees (PKR). The payments to the contractor for the works done shall be made in Pakistani Rupees (PKR).

**Sub Clause 16.2, 16.3, 16.4** Delete the text of Sub-Clause 16.2, 16.3, 16.4 in its entirety.

**Clause 17**

**Documents Comprising the Technical Proposal**

**Sub Clause 17.1**

Add the text of Sub-Clause 17.1 with the following:  
Interested bidders are required to submit 3D design layout including furniture layout as per offered BOQ to demonstrate eligibility.

**Clause 18**

**Bid Validity Period**

**Sub Clause 18.1**

**Ninety Days- (90 days)**

**Clause 19**

**Bid Security or Bid Securing Declaration**

**Sub Clause 19.1**

Bid security shall be 1,000,000/- in the form of PO/ Bankers cheque or Bank Guarantee from a scheduled bank of Pakistan. Bid security in the form of Insurance Guarantee is not allowed. Bid securing declaration is not allowed

**Sub Clause 19.3**

Delete the text of Sub-Clause 19.3 & substitute with the following:



The Bid security shall be, at the option of the bidder, in the form of CDR/Demand Draft/Pay order or Bank Guarantee in Favor of the Employer valid for a period of 28 days beyond the Bid validity date. Insurance guarantee is not acceptable. Bid securing declaration is not allowed

**Sub Clause 19.6**

Add the text of Sub-Clause 19.6 with the following:  
Bid Security must be uploaded on E-pads and must reach in original to the employer address before submission deadline. Failure to do any of the needful shall result in rejection of bids.

**Clause 20**

**Alternative Bids by Bidders**

Delete the text of Complete Clause 20 & substitute with the following:

Alternative bids are not allowed.

**Clause 22**

**Sub Clause 22.1**

**Format and Signing of Bid**

Delete the text of Complete Clause 22.1 & substitute with the following:

Original bid Signed and stamped by duly authorized person shall be submitted electronically via E-pads.

One original Hard copy of technical bid to be submitted as well.

**Clause 23**

**Sealing and Marking of Bids**

following:

Delete the text of Complete Clause 23 & substitute with the

Only Original bid Signed and stamped by duly authorized person shall be submitted electronically via E-pads.

**Clause 24**

**Deadline for Submission of Bids**

Deadline of Bid submission shall be in accordance to as mentioned in the Invitation to Bid

**Clause 26**

**Substitution and Modification of bids**

Delete the text of Complete Clause 26 & substitute with the following:

Any substitution, withdrawal modification allowed as per provisions available in E-pads portal before bid submission deadline.

**Clause 27**

**Opening of Bids**



**Sub-Clause 27.1**

Delete the text of Complete Clause 27.1 & substitute with the following:

Venue time & Date of Opening of Bid shall be in accordance to as mentioned in the Invitation to Bid. Bids shall be opened and downloaded from E-pads in front of bidders as per time and date as mentioned in ITB.

Place of bid opening shall be: Office of the Deputy Collector (HQ), Collectorate of Customs Enforcement, Customs House, G-9/1 Islamabad, Pakistan.

**Sub-Clause 27.2, 27.3, 27.4, 27.5** Delete the text of complete text of these sub clauses in its entirety

**Clause 34**

**Evaluation Techniques**

**Quality Cost Based Selection (QCBS)**

Quality- Cost Method shall be adopted for determining the most advantageous bidder with a ratio of Quality = 70% & Cost = 30%

All bidders technical bids shall be evaluated by the procuring agency and shall be given a technical score which shall constitute of bidder technical score divided by the overall technical marks and the ratio obtain shall contribute to 70% of the total score.

Bids of Bidders who do not comply with mandatory evaluation criteria shall be immediately considered nonresponsive and their bids shall be not considered for technical evaluation score

Similarly the bidder with the lowest financial bid shall constitute the highest financial score and other bidders shall be given proportional ratios in reference to the least evaluated bid price. This ratio shall have 30% weightage

Total Score= 0.7(Technical ratio) x 0.3(financial ratio)

Bidder with the highest total score shall be declared as the most advantageous bidder.

**Clause 35**

**Domestic Preference**

Bidders firms shall be registered firms of the Islamic republic of Pakistan having an office in Islamic Republic of Pakistan as a mandatory criteria



**Clause 48**

**Performance Security (or Guarantee)**

**Sub-Clause 48.1, 48.2**

Add the text of Sub-Clause 48.1 & 48.2 with the following:

Performance guarantee in the form of CDR/ PO or bank guarantee in the amount equal to 10% of the final evaluated bid amount. Insurance guarantee will not be acceptable

**Clause 49**

**Advance Payment**

Add the text of Clause 49 with the following:

Bidder shall be entitled to an advance payment up to 20% of the contract value after furnishing irrevocable bank guarantee from a scheduled bank of Islamic republic of Pakistan. This shall only be paid after the bidder has mobilized and commenced works at site and submitted their performance security and mobilization advance guarantee in the form of bank guarantee.



## 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:  
ELIGIBILITY AND TECHNICAL QUALIFICATION  
CRITERIA**

**Appendix-I**

**Mandatory Eligibility and Qualification Criteria**  
**(Submit all documents on EPADS)**



Sr#	Details of Eligibility Criteria (a)	Documents required to assess eligibility (b)	Documents as per Column (b) are attached Yes/No (c)	
			Yes	No
1.	Bidders must be Active Taxpayers, registered with the relevant tax authorities for applicable taxes on Civil Works in Islamabad, and listed on the Active Taxpayers List Income Tax & Sales Tax (ATL) of FBR.	Provide proof of active taxpayer to confirm ATL status and registration certificates of relevant tax authorities. ATL Income Tax, ATL sales Tax, Copy of Tax Payer Profile Inquiry from FBR, NTN certificate, Certificate of Incorporation. Mandatory.		
2.	Bid Security of Rs.1,000,000/- in the shape of Call deposit/Pay order/demand draft, or bank guarantee (as per instructions of bidding document).	Upload copy of instrument on EPADS along with bid documents. And furnish original instrument to the procuring agency before opening of bids.		
3.	The bid should accompany an undertaking on the stamp paper to the effect: (i) that the firm is not on the list of blacklisted firms on PPRA website, and has not been black listed by any government, semi government or autonomous organization; and (ii) That the firm is not under any stage of bankruptcy.	Provide affidavit on 100 Rupee Notary Authorized Stamp Paper duly signed and stamped by the authorized representative.		
4.	Firm should be having a valid license from Pakistan Engineering Council (PEC) in Category C6 or above with Specialization Code CE10 (General Civil Engineering Works), CE11 (i) (General engineering Works only), CE11 (ix) (General Building Works), EE04 (Low voltage installation), EE11 (vi) (General Electrical Works Only), ME01 (HVAC).	Provide valid PEC license having validity not older than 30 <sup>th</sup> June 2026.		
5.	At least Two (02) similar renovation building works	Firm shall submit work order and completion certificates. Sublet project		



	having construction cost Rs. 25 million or above in the last 05 years. Only public sector projects with specialized Renovation works shall be considered. General building construction works shall not be considered in similar projects.	shall not be considered. Only Work orders and completion certificates as prime contractor shall be considered. Firms shall also submit performance certificates from clients to establish work performance, otherwise the project shall not be considered. Note: The procuring agency may validate the information provided by the bidder. Incorrect, misleading or false information shall lead to bid rejection and shall lead to initiation of black listing on submission of fake/misleading information.		
6.	At least Two (02) projects completed in Islamabad.	Work orders & completion certificates as prime contractor's required to establish if firm is well versed with the working environment & security protocols of Islamabad.		
7.	Last 03 years average turnover of minimum Rs. 40 million or above. (Construction Only)	Firm shall submit Audited financial statements of the last 3 years along with Income tax statements and bank statements.		
8.	Has an office in Islamabad/ Rawalpindi.	Copy of office ownership/ rent/ sale agreement required along with copy of at-least one utility bill of that address in name of firm or its owner/director's etc.		
9.	Must be registered with Epads.	Firm should have a valid registered account on e-pads through which the bid shall be submitted.		
10.	Firm must submit 3D layout of site along with details of material equipment to be used as well as necessary documentation in this regard	3D layout, along with furniture layout. work plan, Gantt chart etc.		
11.	Firms must submit integrity pact along with their bid	Integrity Pact must be enclosed with technical bid on stamp paper.		

The bids of the bidders who fail to provide/or meet any of the above eligibility/mandatory requirements will be rejected, and no further evaluation of the bids of such bidders will be performed thereof. **Upload all these documents on EPADS**



**Technical Evaluation Criteria For Quality Cost Method.**  
**(Submit all documents on EPADS)**

- i Detailed Technical Evaluation will be done for firms / bidders who qualify the preliminary screening criterion mentioned above.
- ii In Detailed Technical Evaluation, the Purchase / Evaluation Committee shall evaluate the technical specifications on criteria as following:

Sr.	Criteria	Max marks	Points
i.	At least Two (02) similar renovation building works		03 or more projects having value of PKR 40 million or more each. 20 marks



	completed having construction cost Rs. 25 million or above in the last 05 years. Only projects with specialized Renovation works shall be considered with having scope of Civil, Elect, Plumbing, and Furnishing & Allied works. General building construction works shall not be considered in similar projects. Only Government/public sector projects shall be considered. (Work orders and completion certificates must be attached.)	20	03 or more Projects having value at least 25 million.	15 marks
			Up to 02 Projects having value at least 25 million.	10 marks
			Less than 02 Projects having at least 25 million	0 marks
2.	At least Two (02) general public sector projects completed having cost Rs. 15 million or above in the last 05 years. Only Government/public sector projects shall be considered. (Work orders and completion certificates must be attached.)	10	03 or more projects having value of PKR 15 million	10 marks
			Up to two projects having value of PKR 15 million	05 marks
			Less than two projects.	0 marks
3.	Projects of renovation works in hand. (Work orders must be attached.)	10	Two or more Projects	10 marks
			I project in hand.	05 marks
			No Projects	0 marks
4.	Firm Having valid PEC license along with relevant mandatory codes.	10	C-4 & above	10 marks
			C-5	5 marks
			C-6	2.5 marks
5.	Average Annual Construction Turnover of last three years.	15	50 million & above	15 marks
			Having turnover 40 million or above but less than 50 million	10 marks
			Less than 25 million	0 marks



6.	Account Statement Turnover of debit credit transaction over the last three years.	5	Having average credit transactions of 60 million & above	5 marks
			Having credit transaction equal to or greater than 25 million but less than 50 million	2.5 marks
			Having credit transactions less than 25 million	0 marks
7.	Credit worthiness via Bank running Finance Facility. Facility offer letter required.	10	Having cumulative facility 20 million or above.	10 marks
			Having cumulative facility greater than or equal to 10 million but less than 20 million	5 marks
			Having cumulative facility less than 10 million.	0 marks
8.	Personal Capacities. Only personal who are enlisted with firms through Pakistan Engineering council license shall be considered. Complete docs shall be provided.  Note: Each Engineer with Experience of at least 5 years or above shall only be considered.	10	Firms having at least one or more B.S.C Civil Engineer + B.Sc. Mechanical Engineer + B.Sc. Electrical Engineer having valid PEC registration and attachment with firm verifiable on PEC license and online.	10 marks
			Firms having less than one B.Sc. Civil Engineer + B.Sc. Mechanical Engineer + B.Sc. Electrical Engineer having valid PEC registration and attachment with firm verifiable on PEC license and online.	0 marks
9.	Experience of firm since Incorporation. Certificate of	10	15 years and above.	10 marks.
			5-10 years	5 marks.



	Incorporation and old work orders to be attached to establish experience.		Less than 5 years	0 marks.
10.	Bidders to provide in their technical bids :- up to scale floor layout plans, scaled 3D drawings of 4 x executive rooms, corridor passages, waiting area & entrance lobby [All views shall be in line with BOQ items and quantities]. Time line Gantt chart, work methodology etc. in compliance with site conditions and variables. Note: General AI/Web 3D images shall not be considered.	20	Bidder is fully compliant	20 marks
Bidder is partially compliant.			10 marks	
Bidder is non-compliant or fails to demonstrate technical expertise.			0 marks	

- iii. After the Evaluation, the Purchase/ Evaluation Committee of the employer shall declare the bids of firms/vendors as technically responsive or non-responsive. Bidders scoring less than 60% out of 120 marks, as per the criteria mentioned above, will be disqualified. Their financial bids shall remained unopened on E-PADS & their bid security shall be returned accordingly.
- iv. The technical evaluation criteria along with selection formula will be the following:  
 Technical Evaluation Marks = 120  
 Technical Evaluation marks weightage = 70%  
 Technical Score = (Technical Marks Obtained / 120) x 70  
 Financial Marks weightage = 30%  
 Financial Score = (Lowest Evaluated Bid / Quoted bid by Bidder) x 30  
  
 Total Score = Technical Score + Financial Score  
 (Note: Bidder with the highest technical score shall be declared as most advantageous bidder.
- v. After evaluation, the Purchase / Evaluation Committee shall declare bids of firms / vendors technically responsive / non-responsive (Bidders who score less than 60% out of 120 marks in the above-mentioned criteria will be rejected and its sealed / unopened Financial Proposal shall be returned)
- vi. Bids that pass technical evaluation will be opened for financial evaluation.

**Note: Quality Cost Method will be adopted to determine the most advantageous bidder as per Clause ITB .34 of BDS.**



**SECTION VI: 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: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</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 documents of registration of the legal entity named above. <input type="checkbox"/> In case of JV, JV agreement, in accordance with ITB 3.3. <input type="checkbox"/> 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.



# 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>
---

<b>Personnel information</b>	<b>Name:</b>	<b>Date of birth:</b>
	<b>Address:</b>	<b>E-mail:</b>
	<b>Professional qualifications:</b>	
	<b>Academic qualifications:</b>	
	<b>Language proficiency:</b> <i>[language and levels of speaking, reading and writing skills]</i>	
<b>details</b>	<b>Address of Procuring agency/Employer:</b>	
	<b>Telephone:</b>	<b>Contact (manager / personnel officer):</b>
	<b>Fax:</b>	
	<b>Job title:</b>	<b>Years with present Procuring agency/Employer:</b>

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

- No Litigation History  
 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.

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



**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:				

  
**Dr. Muhammad Muddasar Rafique**  
 Deputy Collector (HQ)  
 Collectorate of Customs Enforcement  
 Islamabad



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

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



Form EXP - 4.2(b)

## Construction Experience in Key Activities

Bidder's Name: \_\_\_\_\_

Date: \_\_\_\_\_

Bidder's JV Member Name: \_\_\_\_\_

Sub-contractor's Name<sup>1</sup> (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				

<sup>1</sup> If applicable



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

2. Activity No. Two

3. ....

	<b>Information</b>
Description of the key activities in accordance with Section III:	



## 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.*



## **SECTION VII: Bill of Quantities**

## ABSTRACT OF COST

Name of Work: Civil Renovation Works Interior & Exterior (Phase-III) At Custom ]  
G-9/1 Islamabad

1 S:H .Office Building

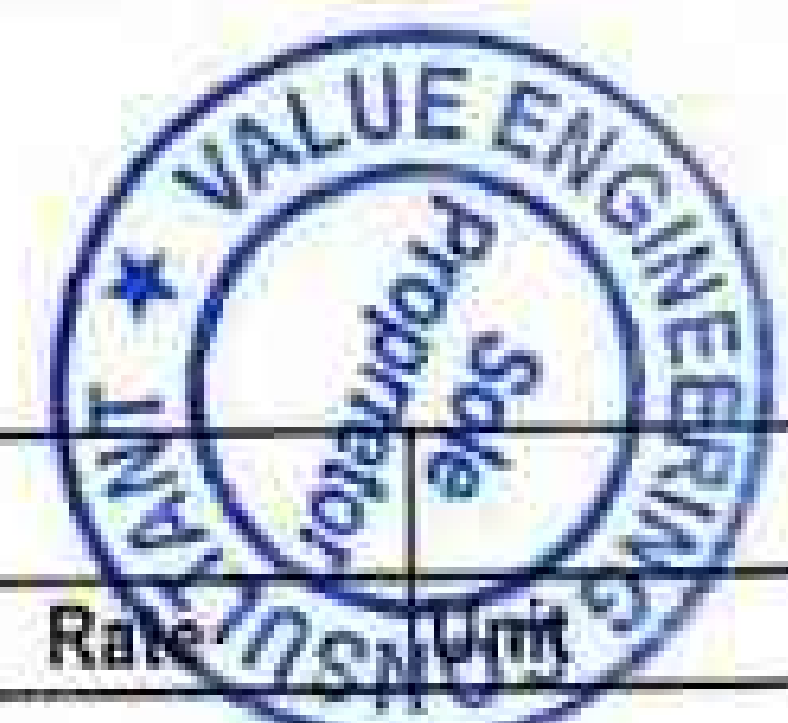
Grand Total

--

**Name of Work: Renovation of Custom Office Building at G-9 Islamabad**

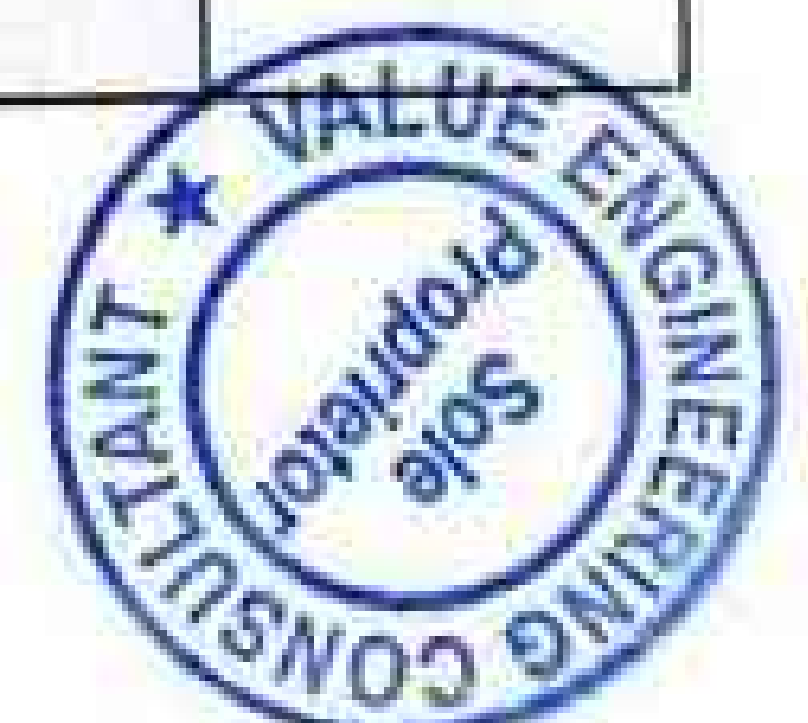
**S:H .Office Building**

S#	Item	Qty		Rate	Unit
<b>SCHEDULED ITEMS</b>					
1	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	6700.00	Sft		%Sft
2	Taking out Carefilly shutters of doors and windows in ground floor and within three chains stacking as directed (91.5 m).				
	G.Floor	1	Nos.		Each
3	Proving and fixing PVC hard sheet wall Panelling or lining(Plain) on walls,jambs,skirting etc,on wooden backing but excluding the cost of backing etc,as reured (code 120-213)	5280	Sft		P.Sft
4	Providing and laying floor of 3/4 inches (19 mm) thick Granite stone tiles Pakistani origin more than 5 Sq.ft. upto 7 Sq.ft. (more than 0.46 Sq.m upto 0.65 Sq.m) size fine dressed on the surface without winding in ground floor over 1 inch (25 mm) lime mortar 1:4 (one Cement four sand) setting the Granite stone tiles with grey cement slurry over cement mortar jointing and washing the tiles with white cement slurry including making nosing, curing, rubbing and polishing etc. complete, including the cost of mortar.	220.00	Sft		%Sft
5	P/F 1-1/2 inch thick best quality PVC/UPVC door Shutter panelled(Approved design),Approved iron hinges and tower bolts etc as required (code 120-171)	20	Sft		P.Sft
6	Proving & fixing kitchen wall cabinet making of shutter board box & 3/4" thick high glass lamination lasani shutter , PVC beading , PVC sheet backing of approved design etc. fixed with rawal plugs,screws i/c the cost of glue iron nails hings, handles etcas per drawing. complet the as per direction of engineer incharge.	18	Sft		P.Sft
7	Proving & fixing kitchen floor cabinet making of shutter board box & 3/4" thick high glass lamination lasani shutter , PVC beading , deodar wooden frame 2.5"x1.25" size making tray drawer of approved design etc. fixed with rawal plugs,screws i/c the cost of glue iron nails hings, handles etcas per drawing. complet the as per direction of engineer incharge.	18	Sft		P.Sft
8	Distemping with vinyle distemper (ICI) Dulux paintex of approved make and shade in three coats over and including the cost of one priming coat of lime wash including sand papering, dusting, and fillingthe holes, cracks and inequalities, if any, at any height in any floor.	800	sft		%sft
					Total Rs..
<b>Total Schedule Items</b>					



<b>NON SCHEDULED ITEMS</b>					
S#	Item	Qty		Rate	Unit

1-M.R	Providing, laying and fixing 50mm thick pre-cast chemical resistant heavy-duty tuff/chequered tiles having minimum compressive strength of 7000 PSI, approved color, shape and pattern, manufactured by Bannu Mukhtar / Izhar (Pvt) Ltd. or equivalent & laid over 1:4 cement sand mortar bed (average 25-40mm thick) on prepared, leveled and compacted base, including removing of existing tuff pavers stacking at site and surface preparation, alignment, cutting, curing, filling joints with cement slurry / dry sand as specified, complete in all respects as per direction of engineer-in-charge.	15600	Sft		P.Sft
2-M.R	Providing, fabricating, supplying and fixing Mild Steel (MS) Angle Grating made from approved quality MS angle iron frame (minimum 1.5"x1.5"x3mm or as specified), including bearing bars/cross members welded at required spacing, cutting, welding, grinding, drilling, lifting hooks where required, complete in all respects.	500	Sft		P.Sft
3-M.R	Providing, cutting, fixing and pasting approved quality PVC Marble Sheet / UV High Gloss Decorative Wall Panel of required shade, design and texture, size 4'-0" x 8'-0" (or approved equivalent), fixed over prepared smooth surface / MDF backing where required with recommended adhesive, including surface cleaning, edge finishing, joints, corner trims, aluminum/PVC moldings, cutting for sockets/TV brackets, complete in all respects as per approved design and site	160	Sft		P.Sft
4-M.R	Dismantling existing false ceiling in any floor at any height and stacking as directed within three chains (91.5 m) ..	18450.00	Sft		P.Sft
5-M.R	Providing & Fixing Gypsum board 12 mm thick, fixed with GI hanging approved suspension system & joint taping including paint work etc. complete in all respect as per specifications shown on the drawings ( Elephant /DFB/Loadia Gypsum Industries (PVT) Ltd. Or equivalent.	18450	Sft		P.Sft
6-M.R	Providing and laying light colour, glazed/non skid vitrified porcelain tiles (Polished) 2 feet X 4 feet each, (Master Tiles or equivalent) on walls and floors, in any floor, laid with dry bond (stile bond) over a base of 1" thick cement mortar (1:3) including jointing to tiles with joint filler of approved quality as per direction of the Engineer incharge.	6700	Sft		P.Sft
7-M.R	Providing and fixing tensile fibre shed alongwith it's foundation , columns, brackets, and cross supporting arrangements in cold rolled hollow pipes, anchors of stainless, including tensile fiber sheet of fine quality, with special corrosion protection measures as per direction by the engr Incharge.	650	Sft		P.Sft
8-M.R	Providing, fabricating, assembling and installing a complete prefabricated steel security cabin of required size including MS structural frame work, roofing, wall cladding and all necessary accessories complete in all respects as per drawings, specifications and Engineer's instructions.	80	Sft		P.Sft
9-M.R	Providing, fixing and testing of LED ceiling light (downlight / surface mounted type) of 7 Watt capacity approximately 750 lumens output, complete with built-in driver, diffuser, wiring connection, fixing accessories and commissioning in all respects as per site requirement and Engineer's instructions.	762	Nos.		Each
10-M.R	Providing, fixing, wiring connection, installation, testing and commissioning of concealed LED strip lighting system for indirect illumination in gypsum false ceiling / coving, complete with LED flexible strip, aluminum channel profile with diffuser cover, LED driver (SMPS), wiring accessories, connectors, mounting clips, and all necessary items for proper concealed installation as per approved design and Engineer's instructions.	4600	Rft		P.Rft
11-M.R	Providing, fixing, installation, testing and commissioning of LED spot light (spot/wide beam type) complete with high efficiency LED chip, die cast aluminum housing, heat sink, toughened glass cover, and weatherproof sealing gasket, suitable for outdoor lighting application	15	Nos.		Each
12-M.R	Providing, fixing, testing and commissioning of complete electrical work for one room including all labor, material, accessories, and fixing works as per site requirement	1	Job		P.Job
13-M.R	Providing, fabricating, and installing modular office workstation including table, partitions, and all necessary accessories, complete in all respects as per approved design and drawing.	8	Job		P.Job



14-M.R	Dismantling for shifting and reinstallation and relocation of Old AC units as directed by Engineer in charge & refixing with brackets including necessary steel scaffolding, complete in all respects.	80	Nos.		Each
<b>Total Non Schedule Items</b>		Total Rs..			
<b>Grand Total Schedule + Non Schedule Items</b>		<b>Total Rs =</b>			



## Section VIII. General Conditions (GC)

### **Red Book:**

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

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

### **International Federation of Consulting Engineers (FIDIC)**

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

Fax: +41 22 799 49 054

Telephone: +41 22 799 49 01

E-mail: [fidic@fidic.org](mailto:fidic@fidic.org)

[www.fidic.org](http://www.fidic.org)

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

## **Section IX. Special Conditions of the Contract**

## Special Conditions of the Contract

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

### Part A – Contract Data

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

SCC Clause Number	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
<b>General Provision (GCC 1)</b>		
1.	1.3	<p><b>For notices</b></p> <p>Procuring agency/Employer/ Engineer’s Authorized representatives name and address:</p> <p>As specified in the BDS</p> <p>Contractors Authorized representatives name and address:</p>
2.	1.4	<p><b>Governing Law;</b></p> <p>The Applicable Law shall be: Laws of the Islamic Republic of Pakistan, with jurisdiction of Federal Capital Territory Laws.</p>
3.	1.4	<p><b>Communication Language:</b></p> <p>The Communication Language shall be: English</p>
4.	1.5	<p><b>Priority of Documents forming the contract listed:</b></p> <p>(a) the Contract Agreement;</p> <p>(b) the Letter of Acceptance;</p> <p>(c) the Letter of Tender;</p>



		<p>(d) the Particular Conditions Part A – Contract Data;  (e) the Particular Conditions Part B – Special Provisions;  (f) General Conditions;  (g) the Specification;  (h) the Drawings;  (i) the Schedules;  (j) the JV Undertaking (if the Contractor is a JV); (If JV is allowed as per BDS) <b>[JV is not Allowed]</b>  (k) any other documents forming part of the Contract.</p> <p>The Parties shall sign a Contract Agreement within 15 days after the Contractor receives the Letter of Acceptance, unless they agree otherwise. The Contract Agreement shall be based on the form annexed to the Particular Conditions.</p>
<b>The Employer/ Procuring agency/Employer (GCC Clause 2)</b>		
5.	2.1	<p>Time for access to the Site:  03 days after Commencement Date</p>
<b>The Engineer (GCC Clause 3)</b>		
6.	3.2	<p>Engineer's Duties and Authority:  Variations resulting in an increase of the Accepted Contract Amount in excess of <u>15</u> % shall require approval of the Procuring agency/Employer.</p>
<b>The Contractor (GCC Clause 4)</b>		
7.	4.2	<p>Performance guarantee/ security will be in the form of a bank guarantee/ Pay order /CDR in the amount of [10%] as a percentage of the Contract Price.</p>
8.	4.7.2(a)	<p><b>Clause 4.7 Setting out</b>    Period for notification of errors in the items of reference "[28 days]"</p>
9.	4.22	<p><b>Contractor's Operations on site</b>  As per Instructions of the Engineer In-charge</p>
<b>Sub-Contracting (GCC Clause 5)</b>		
10.	5.1(a)	<p>Maximum allowable accumulated value of work subcontracted (20% of the Accepted Contract Amount)</p>
11.	5.1 (b)	<p>Works for which sub-contracting is not permitted.</p>



		No limitation.
<b>Staff and Labor (GCC Clause 6)</b>		
12.	6.5	In working days: After office hours. On weekends: 24 hours  The contractor shall be responsible for any associated costs of security clearances, work stoppages in Islamabad or by building authorities as a result of routine security measures or to ensure business continuity for neighboring offices. Additional time shall be given to the contractor in this regard.
<b>Plant, Material and Workmanship (GCC Clause 7)</b>		
13.	7.2	Samples, shop drawing & submittals shall be required and each work against every line item shall be executed after due approval.
<b>Commencement, Delays and Suspension (GCC Clause 8)</b>		
14.	8.3	Number of additional paper copies of program = 02
15.	8.8	Delay damages shall be payable for each day of delay shall be 0.2% of the Contract Price per day, in the currency and proportions in which the Contract Price is payable.  Maximum amount of delay damages is 10 % of the Contract Price
<b>Measurement and Valuation (GCC Clause 12)</b>		
16.	12.2	Method of measurement shall be <i>actual measurement of quantities of line item either to be paid in unit or job as specified by the BOQ.</i>
17.	12.3	Percentage profit: 10 %  <i>Delete provisions in sub clause 12.3(b)</i>
<b>Variations and Adjustments (GCC Clause 13)</b>		
18.	13.4 (b)(ii)	Percentage rate to be applied to Provisional Sums for overhead charges and profit is 20%



19.	13.7	Adjustments for Changes in Cost: The Contract Price “shall be fixed”, price escalation is not permissible. <i>[The Procuring agency/Employer shall ensure consistency with Bid Data Sheet]</i>
<b>Contract Price and Payment (GCC Clause 14)</b>		
20.	14.2	Total advance payment shall be <u>20%</u> Percent of the Accepted Contract Amount payable in the currency and proportion of the contract after bidder has furnished Bank Guarantee. This shall be done in accordance to Clause 49 of BDS
21.	14.2.3	Repayment of Advance payment: Recovery of advance payment shall be done in two equal installments by retaining from each bill against each interim payment certificate. After such repayment/recovery the mobilization advance bank guarantee shall be released.
22.	14.3(iii)	Percentage of retention: 5% to be recovered from each bill. Limit of Retention Money <i>5% of the total contract price.</i>
23.	14.5(b)(i)	Not Applicable.
24.	14.5(c)(i)	Not Applicable.
25.	14.6.2	Withholding (amounts in) an IPC  10 % of the Accepted Contract Amount.
26.	14.7(a)	Period of payment of Advance Payment to the Contractor 07 days
27.	14.7b(i)	Period for the Procuring agency/Employer to make interim payments to the Contractor under Sub-Clause 14.6 (interim Payment) 14 days
28.	14.7b(ii)	Period for the Procuring agency/Employer to make interim payments to the Contractor under Sub-Clause 14.13 (interim Payment) 14 days

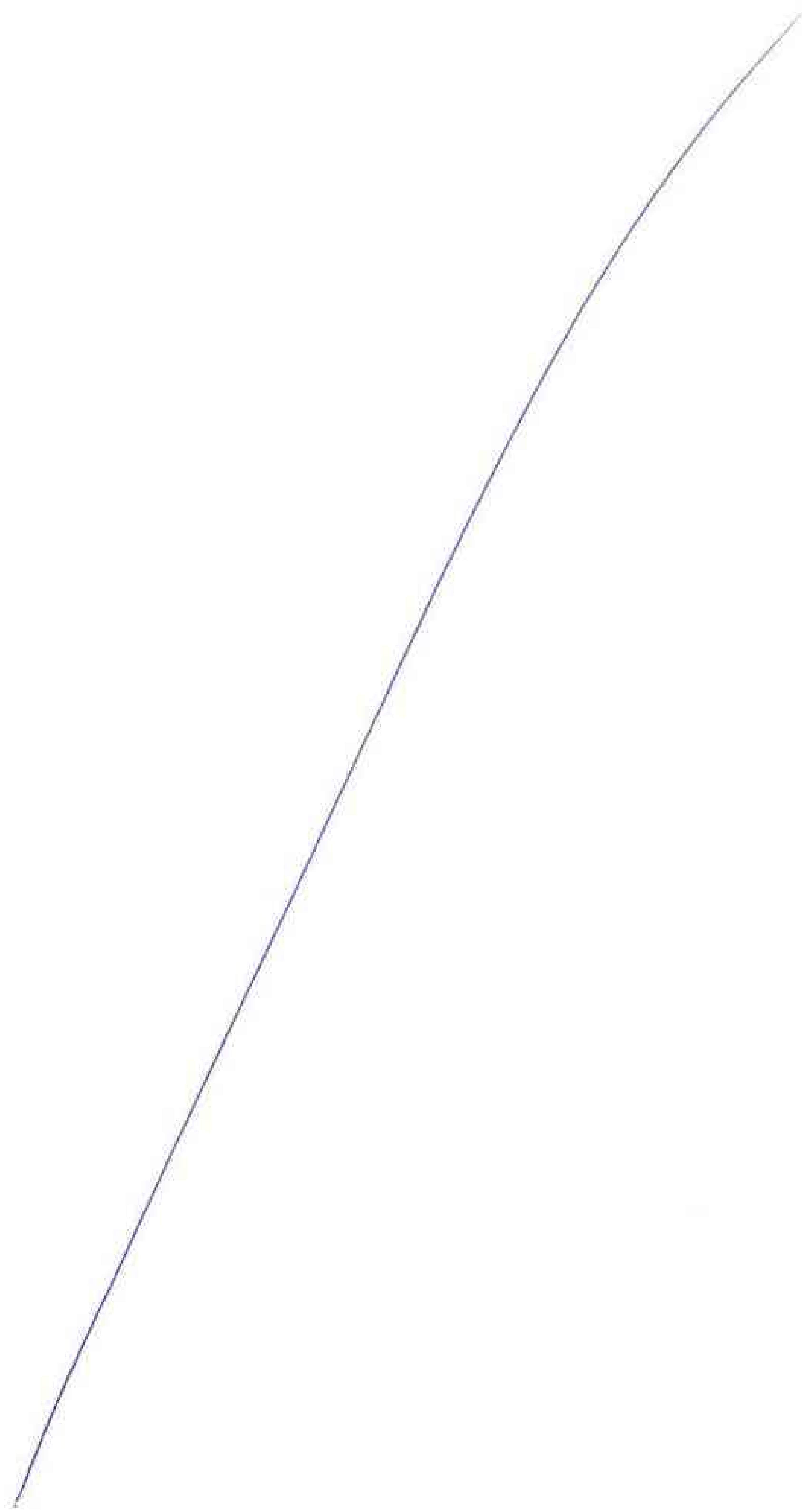


29.	14.7(c)	Period for the Procuring agency/Employer to make final payment to the Contractor 28 days
30.	14.8	financing charges for delayed payment (percentage points above the average bank short-term lending rate as referred to under sub-paragraph (a)) 3%+ KIBOR
31.	14.11.1(b)	Number of additional paper copies of draft Final Statement 01
32.	14.15	<b>Currencies of Payment</b> Pakistani Rupee Only. PKR
33.	14.15 (a)(i)	Not Applicable.
34.	14.15 (c)	Not Applicable.
35.	14.15 (f)	Not Applicable.
36.	17.2 (d)	<b>Liability for Care of the Works</b> As per GCC
<b>Insurance (GCC Clause 19)</b>		
37.	19.1	Permitted deductible limits: On discretion of contractor. insurance required for the Works: ___ As per Work Order ___ insurance required for Goods: ___ As per Work Order insurance required for liability for breach of professional duty: As per Work Order insurance required against liability for fitness for purpose (if any is required): ___ As per Work Order insurance required for injury to persons and damage to property: ___ As per Work Order insurance required for injury to employees: ___ As per Work Order other insurances required by Laws and by local practice: As per Work Order
38.	19.2.1(b)	Additional amount to be insured <i>Contract Plus 15 %</i>
39.	19.2.1(iv)	List of Exceptional Risks which shall not be excluded from the insurance cover for the Works:



		As per GCC
40.	19.2.2	Extent of insurance required for Goods : As per GCC Amount of insurance required for Goods: As per GCC
41.	19.2.3(a)	amount of insurance required for liability for breach of professional duty: Not Applicable
42.	19.2.3(b)	Insurance required against liability for fitness for purpose Not Applicable
43.	19.2.3	Period of insurance required for liability for breach of professional duty N/A
44.	19.2.4	Amount of insurance required for injury to persons and damage to property: Upto 500,000 PKR per occurrence.
45.	19.2.6	<b>Insurance</b> <u>Other insurances required by Laws and by local practice</u> 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.
<b>Dispute Avoidance/ Adjudication Board (GCC Clause 21)</b>		
46.	21.1	Time for appointment of DAAB 07 Days.
47.	21.1	The DAAB shall comprise <i>[specify] members</i>
48.	21.1	List of proposed members of DAAB - Proposed by Employer/ Procuring agency/Employer 1. .... 2. .... 3. .... - Proposed by Contractor 1. .... 2. .... 3. ....
49.	21.2	Appointing entity (official) for DAAB members





## Part-B Special Provisions

Description	Clause of GCC	Special Provision
1. Engineers Authority to Issue variation in Emergency	3.2	1% of the contract price stated in the letter of Acceptance
2. Variation	3.2	No Approval is required by the engineer if the amount needed is up to or less than Rs. 500,000/- (Five Hundred thousand only)
3. Law Applicable	1.4	The law to be applied is the law of the Islamic republic of Pakistan
4. Amount of Performance Security	4.2	Ten percent (10%) of the contract Price stated in the Letter of Acceptance.
5. Time for Furnishing Programme	8.3	Within seven (7) days from the date of Letter of Acceptance.
6. Minimum amount of third Party Insurance	17.4	Rupees Five Hundred thousand (Rs. 500,000) per occurrence with number of occurrence unlimited.
7. Time for Commencement	8.1	Within three (3) days from the date of Engineer's Notice to Commence.
8. Time for Completion	8.2	01 Calendar Months from the date of Engineer's Notice to commence.
9. Amount of Liquidated Damages	8.8	Zero point three percent (0.3%) for each day delay in completion of the works subject to a maximum of ten percent (10%) of contract price stated in the letter of Acceptance.
10. Amount of Bonus on early completion of works	8.8	Not Applicable
11. Defects Notification Period	11.1	Six (06) Calendar Months from the effective date of Taking over certificate.
12. Percentage of Retention Money	14.3(iii)	Five percent (5%) of the amount of interim payment certificate.



13. Limit of Retention Money	14.3(iii)	Five percent (5%) of the contract price stated in letter of acceptance.
14. Minimum amount of Interim Payment Certificates (Running Bills)	14.3	30% of contract price.
15. Time of Payment from delivery of Engineer's Interim Payment Certificate to the Employer	14.7	Fourteen (14) days
16. Mobilization Advance	14.2.1	Twenty percentage (20%) of contract Price stated in the Letter of Acceptance against Bank Guarantee, of an equivalent amount, from scheduled bank in Pakistan.
17. Period of Validity of Performance Guarantee & Release of Performance guarantee	11.9	After issuance of Performance certificate within 14 days after expiry of Defects Notification Period.

Authorized Signature & Official Seal: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_



## **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  
Bank Guarantee

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

## Bank 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.

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*[signature(s)]*

*Note: All italicized text 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.



**Dr. Muhammad Muddasar Rafique**  
Deputy Collector (HQ)  
Collectorate of Customs Enforcement  
Islamabad



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]

\_\_\_\_\_  
[Contractor]

  
**Dr. Muhammad Munasar Rafique**  
Director (HQ)  
Collectorate Customs Enforcement  
Islamabad

