

SECTION I: INVITATION FOR BIDS



PAKISTAN AIRPORTS AUTHORITY

Invitation For Bids

Bid No. _____
For

Construction of New Air Traffic Control Tower (ATCT), Fire Station and Allied Facilities at
Skardu International Airport, Skardu

Date: July 2026

1. Pakistan Airports Authority [PAA] has reserved the funds for the above project and it is intended that part of the proceeds of the funds will be used to cover eligible payment under the contract for the above Works.
2. PAA now invites bids [electronic and hard copy in sealed envelopes] on a single stage-two envelope bidding procedure under Rule 36 (b) of Public Procurement Rules 2004 from the above eligible bidders for the above stated Works.
3. A Pre-Bid meeting will be held in the Project Director's Office, Skardu International Airport on 13th August, 2026 at 1100 HRS.
4. Bidders may download the Bidding Documents from EPADS. Bidding Drawings (electronic) are not available on EPADS due to size restrictions imposed by PPRA.
5. Original Bid Security not less than Pak Rupees One Hundred Million [PKR 100,000,000/-] must be accompanied with a Technical Bid in the form of a Bank Guarantee from any PAA's approved scheduled Bank in Pakistan [List of Approved Banks available in the Bidding Documents]. Bid Security shall be in favor of PAA valid for a period of 208 days i.e. 28 days beyond the bid validity date.
6. The bids (Technical & Financial) prepared in accordance with the instructions prescribed in the Bidding Documents must be submitted electronically through EPADS below on or before 17th September 2026 at 1100 HRS whereas Bid Security shall be submitted physically on or before this time at the address below along with the original TECHNICAL bid. FINANCIAL bid SHALL NOT be submitted as hard copy and shall only be uploaded to EPADS. "Technical Bid" will be opened on the same day at 1230 HRS. "Financial Bid" of technically qualified bidders will be opened later, the date of which will be communicated after the evaluation of Technical Bids. The Financial Bids of the technically unqualified bidders shall not be opened.
7. PAA reserves the right to accept or reject any or all Bids as per Rule-33 of Pakistan Public Procurement Rules 2004. Bids received after the due date and time shall be rejected.

Director (P & D),
Planning and Development Directorate, Pakistan Airports Authority,

Terminal-1, JIAP Karachi, Ph # (92-21) 99242773, Ext. 2081,
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SECTION II: INSTRUCTION TO BIDDERS (ITBs)

A. INTRODUCTION

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

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

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

		conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract is envisaged.
4. Eligible Material and Equipment	4.1	All the material and equipment to be mobilized under the contract shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to such materials and equipment. For this purpose, ineligible countries are stated in the section-IV titled as “Eligible Countries”.
	4.2	For purposes of this Clause, “origin” means the place where the material, equipment is produced, manufactured, or processed, or through manufacture, procession, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components or the place from where the services are/to be supplied.
	4.3	The nationality of the bidder shall not determine the origin of the material and equipment.
	4.4	To establish the eligibility of the material and equipment, Bidders shall fill the country-of-origin declarations included in the Form of Bid.
5. One Bid per Bidder	5.1	A bidder shall submit only one bid, in the same bidding process, either individually as a bidder or as a member in a joint venture or any similar arrangement.
	5.2	No bidder can be a sub-contractor while submitting a bid individually or as a member of a joint venture in the same bidding process.
6. Cost of Bidding	6.1	The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring agency/Employer shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. BIDDING DOCUMENTS

7. Contents of Bidding Documents	7.1	The scope of Works, bidding procedures, and terms and conditions of the contract are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents which should be read in conjunction with any addenda issued in accordance with ITB 9.2 include: Section I -Invitation for Bids Section II Instructions to Bidders (ITBs) Section III Bid Data Sheet (BDS) Section IV Eligible Countries Section V Works Requirements Technical Specifications & Schedule of Requirements Section VI Standard Bidding Forms Section VII General Conditions of Contract (GCC) Section VIII Special Conditions of Contract (SCC) Section IX Contract Forms
	7.2	The number of copies to be completed and submitted with the Bid is specified in the BDS .
	7.3	The Procuring agency/Employer is not responsible for the completeness of the bidding documents and their addenda, if they were not obtained directly from the Procuring agency/Employer or the signed pdf version downloaded from the website of the Procuring agency/Employer or the Authority's website or e-Procurement System as the case may be. However, Procuring agency/Employer shall place both the pdf and editable version of the same on its website and Authority's website or e-Procurement System to facilitate the bidder for filling the standard bidding forms.
	7.4	The bidder is expected to examine all instructions, forms, specifications, terms and conditions prescribed in the bidding documents. Failure to furnish all the information required in the bidding documents will be at the bidder's risk and may result in the rejection of his bid.
8. Clarification of Bidding Document, Pre-bid Meeting	8.1	A prospective bidder requiring any clarification of the bidding document may notify the Procuring agency/Employer in writing or in electronic form that provides record of the contents of communication at the Procuring agency/Employer's address indicated in the BDS .
	8.2	The Procuring agency/Employer will within three (3) working days after receiving the request for

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

		construction of the Works. The costs of visiting the Site shall be at the bidder's own expense.
	8.8	The bidder and any of its authorized personnel will be granted permission by the Procuring agency/Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the bidder and its personnel will release and indemnify the Procuring agency/Employer from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
9. Amendment of Bidding Documents	9.1	Before the deadline for submission of bids, the Procuring agency/Employer for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder or pre-bid meeting may modify the bidding documents by issuing addenda.
	9.2	Any addendum issued including the notice of any extension of the deadline shall be part of the bidding documents pursuant to ITB 7.1 and shall be communicated in a timely manner and on equal opportunity basis. Where notification of such change, addition, modification or deletion becomes essential, such notification shall be made in a manner similar to the original advertisement. <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>

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	The bid prepared by the bidder shall constitute the following components: - a) Documentary evidence established in accordance with ITB 11 that the material, equipment and services to be provided by the Bidder are eligible material, equipment and services, and conform to the Bidding Documents; b) Documentary evidence established in accordance with ITB 12 that the bidder has been authorized to carry out the Construction works; c) Documentary evidence established in accordance with ITB 12 that the bidder is eligible and/or qualified for the subject bidding process; d) Form of Bid and Bid Prices completed in accordance with ITB 14 and 15; e) Completed schedules as required, including priced Bill of Quantities in accordance with ITB 13 & 15. f) Technical Proposal completed in all aspects in accordance with ITB-17. g) Bid security or Bid Securing Declaration furnished in accordance with ITB 19; h) Alternative bids, if permissible, in accordance with ITB 20; i) Duly Notarized Power of Attorney authorizing the signatory of the Bidder to submit the bid; and j) Any other document required in the BDS.

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

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

	15.3	Items not listed in the Price Schedule shall be assumed not to be included in the bid, and provided that the bid is still substantially responsive in their absence or due to their nominal nature, the corresponding average price of the respective item(s) of the remaining substantially responsive bidder(s) shall be construed to be the price of those missing item(s): Provided that: a) where there is only one (substantially) responsive bidder, or b) where there is provision for alternate proposals and the respective items are not listed in the other bids, The Procuring agency/Employer may fix the price of missing items in accordance with market survey, and the same shall be considered as final price.
	15.4	The Bid price to be quoted in the Form of Bid in accordance with ITB 15.1 shall be the total price of the bid.
	15.5	Unless otherwise specified in the BDS and the Contract, the rates and prices quoted by the bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract.
	15.6	If so specified in ITB 1.1 , bids may be invited for individual lots (contracts) or for any combination of lots (packages).
	15.7	Prices quoted by the Bidder shall be fixed during the bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable price will be treated as non-responsive and shall be rejected, pursuant to ITB 30 , unless otherwise price adjustment is permissible under Conditions of the Contract.
	15.8	All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date twenty-eight (28) days prior to the deadline for submission of bids, shall be included in the rates and prices and the total bid price submitted by the bidder.
16. Currencies of Bid and Payment	16.1	The currency(ies) of the bid and the currency(ies) of payments shall be as specified in the BDS .
	16.2	For the purposes of comparison of bids quoted in

		different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of (financial part of) bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day.
	16.3	Bidders shall indicate details of their expected foreign currency requirements in the Bid, if prescribed in the BDS .
	16.4	Bidders may be required by the Procuring agency/Employer to clarify their foreign currency requirements, if prescribed in the BDS and to substantiate that the amounts included in Lump Sum and in the SCC are reasonable and responsive to ITB 16.1 .
17. Documents Comprising the Technical Proposal	17.1	The bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section IV – Standard Bid Forms , in sufficient detail to demonstrate the adequacy of the bidder's proposal to meet the work requirements and the completion time.
18. Bid Validity Period	18.1	Bids shall remain valid for the period specified in the BDS after the bid submission deadline prescribed by the Procuring agency/Employer. A bid valid for a shorter period shall be rejected by the Procuring agency/Employer as non-responsive. The period of bid validity will be determined from the complementary bid securing instrument i.e. the expiry period of bid security or bid securing declaration as the case may be.
	18.2	Under exceptional circumstances, prior to the expiration of the initial bid validity period, the Procuring agency/Employer may request the bidders' consent to an extension of the period of validity of their bids only once, for the period not more than the period of initial bid validity. The request and the bidders' responses shall be made in writing or in electronic forms that provide record of the content of communication. The Bid Security provided under ITB 19 shall also be extended 28 days beyond the deadline of extended bid validity period. A bidder may refuse the request for the extension of his bid without forfeiting his bid security or causing to be executed his Bid Securing Declaration. A bidder agreeing to the

		request will not be required nor permitted to modify its bid, but will be required to extend the validity of its Bid Security or Bid Securing Declaration for the period of the extension, and in compliance with ITB 19 in all respects.
19. Bid Security or Bid Securing Declaration	19.1	Pursuant to ITB 11.1 unless otherwise specified in the BDS, the bidder shall furnish as part of its bid, a Bid Security in form of fixed amount not exceeding five percent of the estimated value of procurement determined by the Procuring agency/Employer and in the amount and currency specified in the BDS or Bid Securing Declaration as specified in the BDS in the format provided in Section VI (Standard Bidding Forms). In case Procuring agency/Employer is inviting bids in lots / packages, the bidder shall be required to submit his bid security against the respective lot/ package for which he is submitting his bid, which shall not exceed five percent of the estimated value of that particular lot/ package.
	19.2	The Bid Security or Bid Securing Declaration is required to protect the Procuring agency/Employer against the risk of Bidder's conduct before award of the contract to the most advantageous bidder which would warrant the security's forfeiture, pursuant to ITB 19.9 .
	19.3	The Bid Security shall be denominated in the local currency or in another freely convertible currency, and it shall be in the form specified in the BDS which shall be in any of the following: a) A bank guarantee, an irrevocable letter of credit issued by a Scheduled bank in the form provided in the Bidding Documents or another form acceptable to the Procuring agency/Employer and valid for twenty-eight (28) days beyond the end of the validity of the Bid. This shall also apply if the period for Bid Validity is extended. In either case, the form must include the complete name of the bidder; b) A cashier's or certified cheque; or c) Another security as indicated in the BDS.
	19.4	The Bid Security or Bid Securing Declaration shall be in accordance with the Form of the Bid Security or Bid

		Securing Declaration included in Section VI (Standard Bidding Forms) or another form approved by the Procuring agency/Employer prior to the bid submission.
	19.5	The Bid Security shall be payable promptly upon written demand by the Procuring agency/Employer in case any of the conditions listed in ITB 19.9 are invoked.
	19.6	Any bid not accompanied by a Bid Security or Bid Securing Declaration in accordance with ITB 19.1 or 19.3 shall be rejected by the Procuring agency/Employer and shall be declared as non-responsive bid, pursuant to ITB 30 .
	19.7	Unsuccessful bidders' Bid Security will be discharged or returned as promptly as possible, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Procuring agency/Employer pursuant to ITB 18. The Procuring agency/Employer shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, after whichever of the following that occurs earliest: (a) The expiry of the Bid Security; (b) The entry into force of a procurement contract and the provision of a performance security (or guarantee), for the performance of the contract if such a security (or guarantee), is required by the Bidding documents; (c) The rejection by the Procuring agency/Employer of all Bids; (d) The withdrawal of the bid prior to the deadline for the submission of bids, unless the bidding documents stipulate that no such withdrawal is permitted.
	19.8	The successful bidder's Bid Security will be discharged upon the bidder signing the contract pursuant to ITB 47 , or furnishing the performance security (or guarantee), pursuant to ITB 48 .
	19.9	The Bid Security may be forfeited or the Bid Securing Declaration executed: a) if a Bidder: i) Withdraws its Bid during the period of Bid Validity as specified by the Procuring agency/Employer, and referred by the bidder on

		the Form of Bid except as provided for in ITB 18.2; or ii) Does not accept the correction of errors pursuant to ITB 32; or b) In the case of a successful bidder, if the bidder fails: i) to sign the contract in accordance with ITB 47; or ii) to furnish performance security (or guarantee) in accordance with ITB 48.
	19.10	In case of Bid Security issued by the foreign bank is allowed by the Procuring agency/Employer, the same should be counter guaranteed by a corresponding bank in Pakistan. Furthermore, in case of joint venture, it should be in the name of Joint venture to ensure joint responsibility.
20. Alternative Bids by Bidders	20.1	Bidders shall submit offers that comply with the requirements of the bidding documents, including the basic bidder's technical design as indicated in the specifications and Bill of Quantities. Alternatives will not be considered, unless specifically allowed for in the BDS . If so allowed, ITB 20 shall prevail.
	20.2	When alternative schedule for execution of works is explicitly invited, a statement of that effect will be included in the BDS as will the method for evaluating different schedule for execution of works.
	20.3	If so allowed in the BDS , bidders wishing to offer technical alternatives to the requirements of the bidding documents must also submit a bid that complies with the requirements of the bidding documents, including the basic technical design as indicated in the specifications. In addition to submitting the basic bid, the bidder shall provide all information necessary for a complete evaluation of the alternative by the Procuring agency/Employer, including technical specifications, breakdown of prices, and other relevant details. Only the technical alternatives, if any, of the Most Advantageous Bidder conforming to the basic technical requirements (without altering the bid price) shall be considered by the Procuring agency/Employer.
21. Withdrawal of Bids	21.1	Before bid submission deadline, any bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice, duly signed by

		an authorized representative, and the corresponding must accompany the respective written notice.
	21.2	Bids requested to be withdrawn in accordance with ITB 21.1 shall be returned unopened to the bidders.
22. Format and Signing of Bid	22.1	The Bidder shall prepare an original and the number of copies of the bid as indicated in the BDS , clearly marking each “ ORIGINAL ” and “ COPY ” as appropriate. In the event of any discrepancy between them, the original shall prevail: <i>Provided that except in Single Stage One Envelope Procedure, the bid shall include only the copies of technical proposal.</i>
	22.2	The original and the copy (ies) of the bid shall be typed or written in indelible ink and shall be signed by the bidder or a person or persons duly authorized to sign on behalf of the bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.
	22.3	Any interlineations, erasures, or overwriting shall be valid only if they are signed by the person(s) authorized for signing the Bid.

D. SUBMISSION OF BIDS

23. Sealing and Marking of Bids	23.1	In case of Single Stage One Envelope Procedure, the bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as “ ORIGINAL ” and “ COPY ”. The envelopes shall then be sealed in an outer envelope securely sealed in such a manner that opening and resealing cannot be achieved undetected. Note: <i>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>
	23.2	The inner and outer envelopes shall: a) be addressed to the Procuring agency/Employer at the address given in the BDS ; and b) bear the title of the subject procurement or project name, as the case may be as indicated in the BDS , the Invitation for Bids (ITB) title and number indicated in the BDS , and a statement: “ DO NOT

		OPEN BEFORE ”, to be completed with the time and the date specified in the BDS , pursuant to ITB 24.1 .
	23.3	In case of Single Stage Two Envelope Procedure, The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Proposal and the other Financial Proposal. Both envelopes to be enclosed together in an outer single envelope called the Bid. Each Bidder shall submit his bid as under: a) Bidder shall submit his TECHNICAL PROPOSAL and FINANCIAL PROPOSAL in separate inner envelopes and enclosed in a single outer envelope. b) ORIGINAL and each copy of the Bid shall be separately sealed and put in separate envelopes and marked as such. c) The envelopes containing the ORIGINAL and copies will be put in one sealed envelope and addressed / identified as given in ITB 23.2.
	23.4	The inner and outer envelopes shall: a) be addressed to the Procuring agency/Employer at the address provided in the BDS; b) bear the name and identification number of the contract as defined in the BDS; and provide a warning not to open before the time and date for bid opening, as specified in the BDS pursuant to ITB 24.1. c) In addition to the identification required in ITB 23 hereof, the inner envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared “late” pursuant to ITB 25.
	23.5	If all envelopes are not sealed and marked as required by ITB 23.2 , ITB 23.3 and ITB 23.4 or incorrectly marked, the Procuring agency/Employer will assume no responsibility for the misplacement or premature opening of bid.
24. Deadline for Submission of Bids	24.1	Bids shall be received to the Procuring agency/Employer no later than the date and time specified in the BDS .
	24.2	The Procuring agency/Employer may, under exceptional circumstances and at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB 9 , in which case all

		rights and obligations of the Procuring agency/Employer and bidders previously subject to the deadline will thereafter be subject to the new deadline.
25. Late Bids	25.1	The Procuring agency/Employer shall not consider for evaluation of any bid that arrives after the deadline for submission of bids, in accordance with ITB 24 .
	25.2	Any bid received by the Procuring agency/Employer after the deadline for submission of bids shall be declared late, recorded, rejected and returned unopened to the bidder.
26. Substitution and Modification of bids	26.1	A bidder may substitute or modify his bid after it has been submitted, provided that written notice of the substitution or modification of the bid, is received by the Procuring agency/Employer prior to the deadline for submission of bids.
	26.2	Revised bid may be submitted after the substitution or modification made in the original bid in accordance with the provisions referred in ITB 22 .

E. OPENING AND EVALUATION OF BIDS

27. Opening of Bids	27.1	The Procuring agency/Employer will open all bids, in public, in the presence of bidders' or their representatives who choose to attend, and other parties with a legitimate interest in the bid proceedings at the place, on the date and at the time, specified in the BDS . The bidders' representatives present shall sign a attendance sheet as a proof of their attendance.
	27.2	First, envelopes marked " WITHDRAWAL " shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening.
	27.3	Second, outer envelopes marked " SUBSTITUTION " shall be opened. The inner envelopes containing the Substitution Bid shall be exchanged for the corresponding Original Bid being substituted, which is to be returned to the bidder unopened. No envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.

	27.4	Next, outer envelopes marked “MODIFICATION” shall be opened. No Technical Proposal and/or Financial Proposal shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of the bids. Any modification shall be read out along with the Original Bid except in case of Single Stage Two Envelope Procedure where only the Technical Proposal, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Financial Proposal, both Original and Modification, will remain unopened till the prescribed financial bid opening date.
	27.5	Other envelopes holding the bids shall be opened one at a time, in case of Single Stage One Envelope Procedure, the bidders’ names, the bid prices, the total amount of each bid and of any alternative bid (if alternatives have been requested or permitted), the presence or absence of Bid Security, Bid Securing Declaration and such other details as the Procuring agency/Employer may consider appropriate, will be announced by the Procurement Evaluation Committee.
	27.6	In case of Single Stage Two Envelope Procedure, the Procuring agency/Employer will open the Technical Proposals in public at the address, date and time specified in the BDS in the presence of bidders’ designated representatives who choose to attend and other parties with a legitimate interest in the bid proceedings. The Financial Proposals will remain unopened and will be held in custody of the Procuring agency/Employer until the specified time of their opening.
	27.7	The envelopes holding the Technical Proposals shall be opened one at a time, and the following read out and recorded: (a) the name of the bidder; (b) whether there is a modification or substitution; (c) the presence of a Bid Security or Bid Securing Declaration, if required; and (d) Any other details as the Procuring agency/Employer may consider appropriate.

	27.8	Bids not opened and not read out at the bid opening shall not be considered further for evaluation, irrespective of the circumstances.
	27.9	Bidders are advised to send in a representative with the knowledge of the content of the bid who shall verify the information read out from the submitted documents. Failure to send a representative or to point out any un-read information by the sent bidder's representative shall indemnify the Procuring agency/Employer against any claim or failure to read out the correct information contained in the bidder's bid.
	27.10	No bid will be rejected at the time of bid opening except for late bids which will be returned unopened to the bidder, pursuant to ITB 25 .
	27.11	The Procuring agency/Employer shall prepare minutes of the bid opening. The record of the bid opening shall include, as a minimum: the name of the bidder and whether or not there is a withdrawal, substitution or modification, the bid price if applicable and the presence or absence of a Bid Security or Bid Securing Declaration.
	27.12	The bidders' representatives who are present shall be requested to sign on the attendance sheet. The omission of a bidder's signature on the record shall not invalidate the contents and affect the record. A copy of the record shall be distributed to all the bidders.
	27.13	A copy of the minutes of the bid opening shall be furnished to individual bidders upon request.
	27.14	In case of Single Stage -Two Envelop Bidding Procedure, after the announcement of technical evaluation report, the Procuring agency/Employer, shall at a time within the bid validity period, publicly open the financial proposals of the technically responsive bidder only. The financial proposal of bidders found technically non-responsive shall be returned un-opened to the respective bidders after seven days of the announcement of technical evaluation report, except those aggrieved bidder(s) whose complaints are pending before the Grievance Redressal Committee.

28. Confidentiality	28.1	Information relating to the examination, clarification, evaluation and comparison of bids and recommendation of contract award shall not be disclosed to bidders or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report.
	28.2	Any effort by a bidder to influence the Procuring agency/Employer processing of bids or award decisions may result in the rejection of its bid.
	28.3	Notwithstanding ITB 28.2 from the time of bid opening to the time of contract award, if any bidder wishes to contact the Procuring agency/Employer on any matter related to the bidding process, it should do so in writing or in electronic forms that provides record of the content of communication.
29. Clarification of Bids	29.1	To assist in the examination, evaluation and comparison of bids, the Procuring agency/Employer may, ask any bidder for a clarification of its bid including breakdown of prices invariably in writing. Any clarification submitted by a bidder that is not in response to a request by the Procuring agency/Employer shall not be considered.
	29.2	The request for clarification and the response shall be in writing or in electronic forms that provide record of the content of communication. No change in the prices or substance of the bid shall be sought, offered, or permitted, except clarification for the correction of arithmetic errors discovered by the Procuring agency/Employer during the evaluation of bids which shall be sought in accordance with ITB 32 .
	29.3	The alteration or modification in the bid which in any case affect the following parameters will be considered as a change in the substance of a bid: a) evaluation & qualification criteria; b) required scope of work; c) contract price; d) all securities requirements; e) tax requirements; f) terms and conditions of bidding documents.

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

		the documents and information specified under ITB 11, 12 and 13 have been provided in the bid. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Bidders, the bid shall be rejected.
	30.4	The Procuring agency/Employer may waive-off any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder. <i>Explanation:</i> <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> <i>(a) Submit the number of copies of signed bids required by the invitation;</i> <i>(b) Furnish required information concerning the number of its employees;</i> <i>(c) the firm submitting a bid has formally adopted or authorized, before the date set for opening of bids, the execution of documents by typewritten, printed, or stamped signature and submits evidence of such authorization and the bid carries such a signature.</i>
	30.5	Provided that a Technical Bid is substantially responsive, the Procuring agency/Employer may request the bidder to submit the necessary

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

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

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

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

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

38. Sub-Contractors	38.1	The bidder shall provide details regarding any specialized sub-contractor to the Procuring agency/Employer. In case change of sub-contractors, the bidder shall promptly notify the Procuring agency/Employer and obtain approval for replacement of sub-contractors.
	38.2	Bidders may propose sub-contracting up to the percentage of total value of contracts or the volume of works as specified in the BDS .

39. Abnormally Low Financial Bid	39.1	Where the bid price is considered to be abnormally low, the Procuring agency/Employer shall perform price analysis either during determination of Most Advantageous Bid or as a part of the post-qualification process. The following process shall apply: a) The Procuring agency/Employer may reject a bid if the Procuring agency/Employer has determined that the price in combination with other constituent elements of the bid is abnormally low in relation to the subject matter of the procurement (i.e. scope of the procurement or ancillary services) and raises concerns as to the capability and capacity of the respective Bidder to perform that contract; b) Before rejecting an abnormally low bid the Procuring agency/Employer shall request the bidder an explanation of the bid or of those sections which it considers contribute to the bid being abnormally low; take account of the evidence provided in response to a request in writing; and subsequently verify the bid or parts of the bid being abnormally low; c) The decision of the Procuring agency/Employer to reject a bid and reasons for the decision shall be recorded in the procurement proceedings and promptly communicated to the bidder concerned; d) The Procuring agency/Employer shall not incur any liability solely by rejecting abnormally bid; and e) An abnormally low bid means, in the light of the Procuring agency/Employer's estimate and of all the bids submitted, the bid appears to be abnormally low by not providing a margin for normal levels of profit. Guidance for Procuring agency/Employer: In order to identify the Abnormally Low Bid (ALB) following approaches can be considered to
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		minimize the scope of subjectivity: (i) Comparing the bid price with the cost estimate; (ii) Comparing the bid price with the bids offered by other bidders submitting substantially responsive bids; and (iii) Comparing the bid price with prices paid in similar contracts in the recent past either government- or development partner-funded.
	39.2	The Procuring agency/Employer will determine to its satisfaction whether the bidder that is selected as having submitted the most advantageous bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB 12
	39.3	The determination will take into account the bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder, pursuant to ITB 12, as well as such other information as the Procuring agency/Employer deems necessary and appropriate. Factors not included in these bidding documents shall not be used in the evaluation of the bidders' qualifications.
	39.4	Procuring agency/Employer may seek "Certificate for Independent Price Determination" from the bidder and the results of reference checks may be used in determining award of contract. <i>Explanation: The Certificate shall be furnished by the bidder. The bidder shall certify that the price is determined keeping in view of all the essential aspects such as raw material, its processing, value addition, optimization of resources due to economy of scale, transportation, insurance and margin of profit etc.</i>
	39.5	An affirmative determination will be a prerequisite for award of the contract to the bidder. A negative determination will result in rejection of the bidder's bid, in which event the Procuring agency/Employer will proceed to the next ranked bidder to make a similar

		determination of that bidder's capabilities to perform satisfactorily.
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F. AWARD OF CONTRACT

40. Criteria of Award	40.1	Subject to ITB 36 and 37, the Procuring agency/Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has been declared as Most Advantageous Bidder, provided that such bidder has been determined to be: a) eligible in accordance with the provisions of ITB 3; b) is determined to be qualified to perform the Contract satisfactorily; and c) Successful negotiations have been concluded, if any.
41. Negotiations	41.1	The Committee of the Procuring agency/Employer may negotiate with the Most Advantageous Bidder relating to the following areas: (a) a minor alteration to the technical (drawings, design technical specifications) details of the statement of works; (b) Methodology, work plan, staffing in view to streamline the work; (c) a minor amendment to the special conditions of Contract; (d) finalizing payment arrangements; (e) clarifying details that were not apparent or could not be finalized at the time of Bidding;
	41.2	Where negotiation fails to result into an agreement, the Procuring agency/Employer may invite the next ranked bidder for negotiations. Where negotiations are commenced with the next ranked bidder, the Procuring agency/Employer shall not reopen earlier negotiations.

42. Procuring agency/Employer's Right to reject All Bids	42.1	Notwithstanding ITB 37, the Procuring agency/Employer reserves the right to reject all the bids, and to annul the bidding process at any time prior to acceptance of bid, without thereby incurring any liability to the affected bidder(s). However, the Authority (i.e. PPRA) may call from the Procuring agency/Employer the justification of those grounds.
	42.2	Notice of the rejection of all bids shall be given promptly to all bidders that have submitted bids.
	42.3	The Procuring agency/Employer shall upon request communicate to any bidder the grounds for its rejection of its bids, but is not required to justify those grounds.

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

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

		successful bidder and the Contract amount and will discharge the Bid Security or Bid Securing Declaration of the bidder(s) pursuant to ITB 19 .
47. Signing of Contract	47.1	Promptly after notification of award, Procuring agency/Employer shall send the successful bidder the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract.
	47.2	Immediately after the Redressal of grievance by the GRC, and after fulfillment of all conditions precedent of the Contract Form, the successful bidder and the Procuring agency/Employer shall sign the contract.
	47.3	Where no formal signing of a contract is required, work order issued to the bidder shall be construed to be the contract.
48. Performance Security (or Guarantee)	48.1	After the receipt of the Letter of Acceptance, the successful bidder, within the specified time, shall deliver to the Procuring agency/Employer a Performance Guarantee in the amount and in the form stipulated in the BDS and SCC , denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.
	48.2	If the Performance Guarantee is provided by the successful bidder and it shall be in the form specified in the BDS which shall be in any of the following: (a) certified cheque, cashier's or manager's cheque, or bank draft; (b) irrevocable letter of credit issued by a scheduled bank of Pakistan or in the case of an irrevocable letter of credit issued by a foreign bank, the letter shall be confirmed or authenticated by a scheduled bank of Pakistan; (c) bank guarantee confirmed by a reputable local bank or, in the case of a successful foreign bidder, bonded by a foreign bank; or (d) surety bond callable upon demand issued by any reputable surety or insurance company. Any Performance Guarantee submitted shall be enforceable in Pakistan.
	48.3	Failure of the Most Advantageous Bidder to comply with the requirement of ITB 47 shall constitute sufficient grounds for the annulment of the award and

		forfeiture of the Bid Security or declare blacklisted (in case bid securing declaration is submitted) in which event the Procuring agency/Employer may make the award to the next most advantageous bidder or reinitiate the procurement process afresh (as a case may be).
49. Advance Payment	49.1	Advance payment will be provided to the bidder in percentage and in the manner as agreed by the both parties in terms of Conditions of the Contract.
	49.2	The Procuring agency/Employer will provide an advance payment as stipulated in the Conditions of Contract, subject to a maximum amount, as stated and/or Conditions of the Contract. The advance payment request shall be accompanied by an advance payment security (guarantee) in the form provided in Section X. For the purpose of receiving the advance payment, the bidder shall make and estimate of, and include in its bid, the expenses that will relate to the purchase of equipment, machinery, materials, and on the engagement of labor during the first month beginning with the date of the Procuring agency/Employer's "Notice to Commence" as specified in the SCC.
50. General Performance of the Bidders	50.1	The Procuring agency/Employer reserves the right to obtain information regarding performance of the bidders on their previously awarded contracts / works. The Procuring agency/Employer may seek information / report from the previous employer for consideration. However, the Procuring agency/Employer shall incorporate such parameters in the evaluation criteria and accordingly decide the fate of the bid submitted.
51. Corrupt & Fraudulent Practices	51.1	Procuring agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/Suppliers/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts, and will avoid to engage in any corrupt and fraudulent practices.

G. GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM

52. Constitution of Grievance Redressal	52.1	Procuring agency/Employer shall constitute a Grievance Redressal Committee (GRC) comprising of odd number of persons with proper power and authorization to address the complaint. The GRC shall not have any of the members of Procurement Evaluation Committee. The committee must have one subject specialist depending the nature of the procurement.
53. GRC Procedure	53.1	Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the prequalification or bidding documents found contrary to provision of Procurement Regulatory Framework, and the same shall be addressed by the GRC well before the bid submission deadline.
	53.2	Any bidder feeling aggrieved by any act of the Procuring agency/Employer after the submission of his bid may lodge a written complaint concerning his grievances not later than seven days of the announcement of technical evaluation report and five days after issuance of final evaluation report.
	53.3	In case, the complaint is filed against the technical evaluation report, the GRC shall suspend the procurement proceedings.
	53.4	In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report: Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelope bidding procedure is adopted.
	53.5	The GRC, in both the cases shall investigate and decide upon the complaint within ten days of its receipt.
	53.6	Any bidder or the Procuring agency/Employer not satisfied with the decision of the GRC may file Appeal before the Appellate Committee of the Authority on prescribed format after depositing the Prescribed fee.
	53.7	The Committee, upon receipt of the Appeal against the decision of the GRC complete in all respect shall serve notices in writing upon all the parties to Appeal.

	53.8	The committee shall call the record from the concerned Procuring agency/Employer or the GRC as the case may be, and the same shall be provided within prescribed time.
	53.9	The committee may after examination of the relevant record and hearing all the concerned parties, shall decide the complaint within fifteen (15) days of receipt of the Appeal.
	53.10	The decision of the Committee shall be in writing and shall be signed by the Head and each Member of the Committee. The decision of the committee shall be final.

H. MECHANISM OF BLACKLISTING

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

		on the basis of available record and personal hearing, if availed.
	54.5	In case the bidder or contractor submits written reply of the show cause notice, the Procuring agency/Employer may decide to file the matter or direct issuance of a notice to the bidder or contractor for personal hearing.
	54.6	The Procuring agency/Employer shall give minimum of seven days to the bidder or contractor for appearance before the designated officer of the Procuring agency/Employer for personal hearing. The designated officer shall decide the matter on the basis of the available record and personal hearing of the bidder or contractor, if availed.
	54.7	The Procuring agency/Employer shall decide the matter within fifteen (15) days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.
	54.8	The Procuring agency/Employer shall communicate to the bidder or contractor the order of 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

Bid Data Sheet (BDS)

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

BDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders
A. Introduction		
1.	1.1	Name of Procuring agency/Employer: Director Planning & Development, Headquarters Pakistan Airports Authority, Terminal -1, JIAP, Karachi, Pakistan. Ph # (92-21) 99242773 Ext. 2081 Fax # (92-21) 99242683: Email: Director.PDEV@paa.gov.pk. Name of the Project: Construction of New Air Traffic Control Tower (ATCT), Fire Station and Allied Facilities at Skardu International Airport, Skardu. <i>Scope of Works:</i> <i>The Works shall consist of the components as listed but not limited to following:</i> • <i>Construction of a new Air Traffic Control Tower (ATCT) (approx. 80 ft high) with integrated MEP, HVAC, and ICT systems.</i> • <i>Construction of an ICAO Category-7 compliant Airport Rescue and Firefighting (ARFF) Station, including vehicle bays, control rooms, dormitories, and service areas.</i> • <i>Construction of access roads, utility corridors, and a dedicated 7.5m wide carriageway to ensure ARFF response within 3 minutes (approx. 2 km).</i> • <i>Installation of Communication, Navigation, and Surveillance/Air Traffic Management (CNS/ATM) systems and an Automated Weather Observing System (AWOS).</i> • <i>Development of support infrastructure including underground water storage tanks (60,000 IG), power supply with backup generators, sewerage systems, stormwater drainage and Solar PV system.</i> • <i>Removal of visual obstructions (sand dunes) to ensure unobstructed line of sight from the ATC Tower.</i>

		Period for completion of the works – 730 days from the commencement date Commencement date execution of the works: 14 days after signing of Contract Type of Procurement – National Competitive Bidding.
2.	2.1	Financial year for the operations of the Procuring agency/Employer – 2026 – 27 Name of Project – Construction of New Air Traffic Control Tower (ATCT), Fire Station and Allied Facilities at Skardu International Airport, Skardu. Name of financing institution – PAA through own funds Name and identification number of the Contract – not applicable
3.	3.1	Maximum number of members in the joint venture, consortium shall be three (03) Foreign Constructor must form JV with Local Constructor. Foreign Constructors shall not be eligible to participate in bidding individually. Foreign Constructor shall enter in to joint venture with Pakistani Constructor registered with PEC in line with PEC Bye Laws.
4.	7.1	Replace the text of Sub-Clause ITB. 7.1 with the following: <i>The Bidding Documents in addition to Invitation for Bids, are those as stated below and shall be read in conjunction with any Addenda issued in accordance with Clause IB.9:</i> <u>BIDDING DOCUMENTS</u> <i>VOLUME-I</i> • <i>Instructions to Bidders.</i> • <i>Bidding Data.</i> • <i>Evaluation and Qualification Criteria.</i> • <i>Standard Bidding Forms and Schedules to Bid</i> ▪ <i>Form ELI -1.1: Bidder Information Form</i> ▪ <i>Form ELI -1.2: Bidder's JV Information Form</i> ▪ <i>Form CON – 2: Pending Litigation</i> ▪ <i>Form FIN – 3.1: Financial Situation and Performance</i> ▪ <i>Form FIN – 3.2: Financial Resources</i>

		▪ <i>Form FIN – 3.3: Current Contract Commitments / Works in Progress</i> ▪ <i>Form Exp - 4.1: List of Similar / Comparable Projects Completed During Last Ten (10) Years</i> ▪ <i>Form Exp – 4.2: Experience of Similar / Comparable Projects Completed During Last Ten (10) Years</i> ▪ <i>Form EQU: Equipment</i> ▪ <i>Form PER-1: Personnel Capability</i> ▪ <i>Form PER-2: Candidate Summary</i> ▪ <i>Attachment-I: Affidavit</i> ▪ <i>Attachment-II: Letter of Authorization / Power of Attorney</i> ▪ <i>Attachment-III: Power of Attorney / Letter of Authorization on Behalf of Joint Venture</i> ▪ <i>Letter of Bid – Technical Proposal</i> ▪ <i>Letter of Bid - Financial Proposal</i> ▪ <i>Form of Bid Security</i> ▪ <i>Form of Bid-Securing Declaration</i> ▪ <i>Schedule – A: Schedule of Adjustment Data</i> ▪ <i>Schedule – B: Bill of Quantities (Please refer Volume-III)</i> ▪ <i>Schedule – C: Construction Schedule</i> ▪ <i>Schedule – D: Method of Performing the Work</i> ▪ <i>Schedule – E: List of Major Equipment</i> ▪ <i>Schedule – F: Organization Chart for the Supervisory Staff and Labour</i> ▪ <i>Schedule – G: List of Subcontractors</i> ▪ <i>Schedule – H: Estimated Progress Payments</i> ▪ <i>Schedule – I: Construction Camp and Housing Facilities</i> ▪ <i>Schedule -J: Integrity Pact</i> ▪ <i>Schedule K: Mobilization Schedule</i> • <i>Conditions of Contract</i> ▪ <i>Part-I: General Conditions (GC)</i> ▪ <i>Part-II: Special Conditions of the Contract</i> <i>Part A - Contract Data; and</i> <i>Part B - Special Provisions</i> • <i>Standard Forms of Contract</i> ▪ <i>Form of Notification of Award</i> ▪ <i>Form of Contract</i> ▪ <i>Form of Performance Guarantee</i> ▪ <i>Form of Advance Payment Security</i> ▪ <i>Form of Bank Guarantee for Payment of Imported Equipment/Materials</i>
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		▪ <i>Form of Retention Money Security</i> ▪ <i>DAAB Agreement</i> ▪ <i>Integrity Pact</i> ▪ <i>Appendix A – List of Approved Banks by Employer</i> <i>VOLUME-II</i> • <i>Specifications (All Works and Special Provisions)</i> <i>VOLUME-III</i> • <i>Letter of Financial Bid</i> • <i>Schedules to Bid</i> ▪ <i>Schedule B to Bid: Bill of Quantities</i> ▪ <i>Appendices to Bill of Quantities</i> ▪ <i>Schedule H to Bid: Estimated Progress Payments</i> <i>VOLUME-IV</i> <i>Bidding Drawings</i>
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B. Bidding Documents

5.	7.2	The number of copies to be completed and returned is <i>One original, one hard copy</i>
6.	8.1	The address for clarification of Bidding Documents is: As per Invitation for bids and through EPADS 2.0.
	8.5	Pre-bid meeting will be/will not be held: Yes the venue, time, and date of the pre-Bid meeting: <i>As per Invitation for bids.</i>

C. Preparation of Bids

7.	10.1	The Language of all correspondences and documents related to the Bid is: English
8.	11.1 (j)	In addition to the documents stated in ITB 11 , the following documents must be included with the Bid: <i>All the affidavits provided herein to the submitted by authorized representative of the bidder.</i>
9.	11.4 (c)	Other procurement specific documentation requirements are: None
10.	15.2	The Bidder shall quote the same unit rate and corresponding amount for all identical items in the Bill of Quantities, where identical items are those having the same item description, irrespective of the section or location in which they appear. If the Bidder quotes different unit rates or amounts for identical items, the lowest unit rate quoted by the Bidder for such identical items shall prevail and shall be deemed applicable to all such items. The Bid Price shall be corrected accordingly, and no claim or objection by the Bidder arising from such correction shall be entertained. For the avoidance of doubt, any item not expressly identified in the list of identical items but having the same item description as another item in the Bill of Quantities shall also be deemed an identical item for the purposes of this Sub-Clause.
11.	15.5	The bid price shall be adjusted in accordance with Schedule – A Formula for Price Adjustment.
12.	15.6	Name of the works: <i>Construction of New Air Traffic Control Tower (ATCT), Fire Station and Allied Facilities at Skardu International Airport, Skardu</i>

		The identification No. _____ The No. and identification of lots (contracts) comprising this open competitive bid _____
13.	15.8	<i>The rates and prices for all items of the Works stated in the Bill of Quantities shall be exclusive of Provincial Revenue Authority Sales Tax on Services.</i>
14.	16.1	The currency of the Bid shall be PKR
15.	17.1	Documents Comprising the Technical Proposal The Technical Proposal shall comprise the following documents, duly completed, signed and stamped, together with all supporting documentary evidence required under the Bidding Documents: A. Mandatory Bid Submission Documents 1. Duly signed and stamped complete Volume-I of the Bidding Documents. 2. Letter of Bid – Technical Proposal, in the prescribed form duly filled and signed. 3. Original Bid Security, in the prescribed format and amount, issued by a Scheduled Bank or other financial institution acceptable under the Bidding Documents. 4. Mandatory documentary evidence demonstrating the Bidder's eligibility and qualification, including, but not limited to: ○ Valid Pakistan Engineering Council (PEC) Registration Certificate with the required category and specialization codes; ○ National Tax Number (NTN) Certificate; ○ Sales Tax Registration Certificate (where applicable); ○ Active Taxpayer Status; ○ Any other registration, licence or certificate required under the Bidding Documents. 5. Affidavit in the prescribed format (Attachment-I). 6. Power of Attorney in the prescribed format (Attachment-II or Attachment-III, as applicable). 7. Joint Venture Agreement or Letter of Intent to Form a Joint Venture (where applicable). B. Standard Qualification Forms The following forms shall be duly completed, signed and stamped, together with all supporting documents required therein: • Form ELI-1.1 – Bidder Information Form • Form ELI-1.2 – Joint Venture Information Form

		(where applicable) • Form CON-2 – Pending Litigation • Form FIN-3.1 – Financial Situation and Performance • Form FIN-3.2 – Financial Resources • Form FIN-3.3 – Current Contract Commitments / Works in Progress • Form EXP-4.1 – List of Similar/Comparable Projects Completed During the Last Ten (10) Years • Form EXP-4.2 – Details of Similar/Comparable Projects Completed During the Last Ten (10) Years • Form EQU – Equipment • Form PER-1 – Personnel Capability • Form PER-2 – Candidate Summary C. Technical Schedules The following schedules shall be duly completed, signed and stamped, together with all supporting documents required therein: • Schedule A – Schedule of Adjustment Data • Schedule C – Construction Schedule • Schedule D – Method Statement / Method of Performing the Works • Schedule E – List of Major Construction Equipment • Schedule F – Organization Chart for Supervisory Staff and Labour • Schedule G – List of Proposed Subcontractors • Schedule I – Construction Camp and Housing Facilities • Schedule J – Integrity Pact • Schedule K – Mobilization Schedule Notes 1. All forms, schedules, declarations and supporting documents shall be submitted in the order listed above and shall be properly indexed and page-numbered. 2. Documents designated as mandatory shall form part of the Technical Proposal. Failure to submit any mandatory document may result in the Bid being declared non-responsive, subject to the provisions of the Instructions to Bidders. 3. The Technical Proposal shall contain no financial information, including prices, rates, amounts or any other information relating to the Financial Proposal. 4. The Procuring Agency/Employer may seek clarification of non-material omissions or
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		irregularities in accordance with the Instructions to Bidders; however, such clarification shall not be construed as permitting any change to the substance of the Bid.
16.	18.1	The Bid Validity period shall be <i>180</i> days.
17.	19.1	The amount of Bid Security shall be PKR 100,000,000/-. The currency of the Bid Security shall be: PKR
18.	19.3	The Bid Security shall be in the form of: Form of Bid Security The Bid Security shall be furnished in the form of an unconditional and irrevocable Bank Guarantee issued by a Scheduled Bank in Pakistan approved by the Employer. The list of approved banks is attached as Appendix – A to these Bidding Documents. The Bid Security shall be issued in favour of the Employer and shall remain valid for a period of two hundred eight (208) days, being twenty-eight (28) days beyond the expiry of the Bid Validity Period. In the case of a Bid submitted by a Joint Venture (JV), the Bid Security shall be issued in the name of: (a) the Joint Venture, where the Joint Venture has been legally constituted; (b) the Lead Partner on behalf of the Joint Venture; or (c) one or more JV Partners in proportion to their respective participation shares in the Joint Venture, provided that the aggregate value of the Bid Security equals the amount specified in the Bidding Documents and the Bid Security expressly secures the Bid submitted by the Joint Venture.
19.	19.3 (c)	Other forms of security are: None
20.	20.1	Alternative Bids to the requirements of the Bidding Documents <i>will not</i> be permitted.
21.	20.2	If alternative scheduled for execution of work is explicitly invited: Not Applicable
22.	22.1	The number of copies of the Bid to be completed and returned shall be: <i>One original, one hard copy and one soft copy.</i> Searchable pdf versions as well as Word, Excel etc. versions of the Bids are required: <i>Yes</i>
23.	22.2	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: As per given format in Attachment-II & Attachment-III as applicable

D. Submission of Bids

24.	23.2 (a)	Bid shall be submitted through EPADS 2.0 and hard copies shall be submitted at the address given in the Invitation for Bid. <i>In case of any discrepancy between the hardcopy and the documents uploaded on EPADS V2.0, the latter shall prevail.</i>
25.	23.2 (b)	Title of the subject Procurement or Project name: <i>CONSTRUCTION OF NEW AIR TRAFFIC CONTROL TOWER (ATCT), FIRE STATION AND ALLIED FACILITIES AT SKARDU INTERNATIONAL AIRPORT, SKARDU</i> ITB title and No: <i>[insert IFB title and number]</i> Time and date for submission: <i>As per Invitation for Bids</i>
26.	24.1	The deadline for Bid submission is <i>As per Invitation for Bids</i>

E. Opening and Evaluation of Bids

27.	27.1	The Bid opening shall take place at: <i>As per Invitation for Bids</i>
28.	29.2	If a Bidder does not provide clarifications of its Bid by the date and time set reasonably (not less than seven (7) days) in the Employer's request for clarification, the Employer may proceed with the evaluation based on the information submitted in the Bid.
29.	33.2	The currency that shall be used for Bid evaluation and comparison purposes to convert all Bid prices expressed in various currencies is: <i>Not Applicable</i> The source of exchange rate shall be: <i>Not Applicable</i> The date of exchange rate shall be: <i>Not Applicable</i>
30.	33.3	The bids shall be quoted in PKR
31.	34.2	Evaluation Techniques <i>Bids are invited from prospective bidders as per Single Stage Two - Envelopes bidding procedure as stated in Public Procurement Rules-36 (b).</i> <i>Technical Evaluation shall be carried out in accordance with Technical Evaluation Criteria specified in Section-V hereof.</i>
32.	34.5	In case of 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: <i>Not Applicable</i>

33.	35.1	Domestic preference is not applicable.
34.	36.1	<i>Financial Bids of only those Bidders whose Technical Bids have been determined to be substantially responsive shall be opened, examined, evaluated, and compared by the Employer in accordance with the provisions of the Bidding Documents.</i> <i>The Employer shall determine the Most Advantageous Bid, being the substantially responsive Bid that achieves the lowest evaluated Bid Price after application of all evaluation criteria and adjustments specified in the Bidding Documents. Subject to the Employer's rights under the Bidding Documents, the Bidder submitting the Most Advantageous Bid shall be recommended for award of the Contract.</i>
35.	38.2	Sub-contracting Thirty percent (30%) of the total value of the contract.
36.	39.1	The following procedure shall be adopted for the abnormally low bids: (a) Where the Evaluated Bid Price is more than ten percent (10%) below the Engineer's Estimate, the Bidder shall, upon written request of the Employer, submit a detailed price analysis and justification demonstrating the reasonableness, adequacy, and workability of the quoted rates. The Bidder shall also furnish a notarized affidavit affirming that: (i) the Bid Price has been quoted after due consideration of all contractual obligations, site conditions, risks, and applicable taxes and duties; (ii) the Works shall be executed and completed in accordance with the Contract within the stipulated Time for Completion at the quoted Bid Price; and (iii) the Bidder shall not abandon, suspend, or otherwise fail to perform the Contract on account of the quoted rates. The Employer shall evaluate the submitted justification and may accept or reject the Bid if the explanation is found to be unsatisfactory or fails to establish the Bidder's capability to perform the Contract. (b) Notwithstanding the above, where the Evaluated Bid Price is more than twenty percent (20%) below the Engineer's Estimate, the Bid shall be considered abnormally low and shall be rejected as non-responsive. In such event, the Employer shall proceed with the evaluation of the next lowest evaluated responsive Bid in accordance with the applicable provisions of the Public Procurement Rules, 2004 and the Bidding Documents. The Bidder shall have no claim whatsoever against the Employer arising out of the rejection of an abnormally low Bid in accordance with this Clause.
F. Award of Contract		

37.	48.1	The Performance Security (or guarantee) shall be <i>10 percent of the Contract Price</i> .
38.	48.2	The ITB 48.2 shall be deleted and replaced with the following: Form of Performance Security The Performance Security shall be furnished in the form of an unconditional and irrevocable Bank Guarantee acceptable to the Employer. The list of approved banks is attached as Appendix – A to these Bidding Documents. Where the successful Bidder is a local entity, the Bank Guarantee shall be issued or confirmed by a reputable Scheduled Bank in Pakistan acceptable to the Employer. Where the successful Bidder is a foreign entity, the Performance Security may be issued by a reputable foreign bank, provided that it is confirmed or counter-guaranteed by a reputable Scheduled Bank in Pakistan acceptable to the Employer.

G. Review of Procurement Decisions

39.	53.1	Bidders shall submit any grievance to the Grievance Redressal Committee (GRC) not later than five (5) days prior to the Bid Submission Deadline.
40.	53.6	The Address of PPRA to submit a copy of appeal: Grievance Redressal Appellate Committee, Public Procurement Regulatory Authority 1st Floor, G-5/2, Islamabad, Pakistan Tel: +92-51-9202254

Section IV. Eligible Countries

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

Following countries are ineligible to participate in the procurement process:

1. India
2. Israel