

BIDDING DOCUMENTS

(Single Stage Two Envelope Procedure)



PROJECT: RENOVATION OF PAN ASIAN RESTAURANT AT ISLAMABAD CLUB.

PROCURING AGENCY: ISLAMABAD CLUB

Procurement Department

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SECTION II: INSTRUCTIONS TO BIDDERS (ITB)

A. INTRODUCTION

1. Scope of Bid (ITB 1.1)

The Procuring Agency, as indicated in the Bid Data Sheet (BDS), invites Bids for the execution of Works as specified in the BDS and **Section VI - Works Requirements**. The name, identification, and number of lots (contracts) of this National Competitive Bidding process are specified in the BDS.

2. Source of Funds (ITB 2.1)

The source of funds is as referred to in the Bid Data Sheet.

3. Eligible Bidders (ITB 3)

1. A bidder may be a natural person, company or firm, or any combination of them with a formal existing agreement 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. The joint venture or consortium shall nominate a Lead Member as specified in the BDS.
2. The invitation for bids is open to all prospective bidders subject to any provisions of incorporation or licensing by the respective national incorporating agency or statutory body.
3. A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified.
4. Bidders shall provide to the Procuring Agency evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.

4. Eligible Material and Equipment (ITB 4)

1. All the material and equipment to be mobilized under the contract shall have their origin in eligible source countries as defined in **Section IV - Eligible Countries**.
2. For purposes of this Clause, "origin" means the place where the material, equipment is produced, manufactured, or processed.
3. The nationality of the bidder shall not determine the origin of the material and equipment.

5. One Bid per Bidder (ITB 5)

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. 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 (ITB 6.1)

The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring Agency 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 (ITB 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 include:

- **Section I** - Invitation for Bids
 - **Section II** - Instructions to Bidders (ITBs)
 - **Section III** - Bid Data Sheet (BDS)
 - **Section IV** - Eligible Countries
 - **Section V** - Evaluation and Qualification Criteria
 - **Section VI** - Works Requirements, Technical Specifications & Bill of Quantities
 - **Section VII** - Standard Bidding Forms
 - **Section VIII** - General Conditions of Contract (GCC)
 - **Section IX** - Special Conditions of Contract (SCC)
 - **Section X** - Contract Forms
2. 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 its bid.

8. Clarification of Bidding Document, Pre-bid Meeting (ITB 8)

1. A prospective bidder requiring any clarification of the bidding document may notify the Procuring Agency in writing or in electronic form at the address indicated in the **BDS**.
2. The Procuring Agency will respond 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.
3. If indicated in the **BDS**, a pre-bid meeting may be held. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.
4. 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.

9. Amendment of Bidding Documents (ITB 9)

1. Before the deadline for submission of bids, the Procuring Agency may modify the bidding documents by issuing addenda.
2. Any addendum issued shall be part of the bidding documents and shall be communicated in a timely manner through the EPADS system.
3. To give prospective bidders reasonable time to take an addendum into account, the Procuring Agency may extend the deadline for the submission of bids.

C. PREPARATION OF BIDS

10. Language of Bid (ITB 10.1)

The bid prepared by the bidder, as well as all correspondence and documents relating to the bid, shall be written in the language 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.

11. Documents Comprising the Bid (ITB 11)

1. The bid prepared by the bidder shall constitute the following components:
 - a) Documentary evidence established in accordance with **ITB 12** that the bidder is eligible and/or qualified.
 - b) Technical Proposal completed in all aspects in accordance with **ITB 17**.
 - c) Form of Bid and Bid Prices completed in accordance with **ITB 14 and 15**.
 - d) Completed schedules, including priced Bill of Quantities.

e) Bid security furnished in accordance with **ITB 19**.

f) Any other document required in the **BDS**.

2. In addition to the requirements, bids submitted by a JV shall include a copy of the Joint Venture Agreement or a letter of intent to execute such an agreement.

12. Documents Establishing Eligibility and Qualification of the Bidder (ITB 12)

1. The bidder shall furnish, as part of its bid, all documents establishing the bidder's eligibility to participate and its qualification to perform the contract if its bid is accepted.
2. The documentary evidence shall establish to the satisfaction of the Procuring Agency that the bidder meets the qualification criteria specified in **Section V - Evaluation and Qualification Criteria**.

13. Letter of Bid and Schedules (ITB 13)

The Letter of Bid and Schedules, including the Bill of Quantities, shall be prepared using the relevant forms furnished in **Section VII - Standard Bidding Forms**. The forms must be completed without any alterations to the text.

14. Letter of Bid (ITB 14)

The bidder shall fill the Letter of Bid (Technical and Financial) furnished in the bidding documents.

15. Bid Prices (ITB 15)

1. The bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items not priced shall be deemed covered by other rates and prices.
2. The Bid price to be quoted in the Form of Bid shall be the total price of the bid.
3. Prices quoted by the Bidder shall be fixed during the bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the **BDS**.
4. All duties, taxes, and other levies payable by the Contractor under the Contract shall be included in the rates and prices and the total bid price submitted by the bidder.

16. Currencies of Bid and Payment (ITB 16)

The currency(ies) of the bid and the currency(ies) of payments shall be as specified in the **BDS**.

17. Documents Comprising the Technical Proposal (ITB 17)

The bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in **Section VII - Standard Bidding 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 (ITB 18)

1. Bids shall remain valid for the period specified in the **BDS** after the bid submission deadline. A bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive.
2. Under exceptional circumstances, the Procuring Agency may request the bidders' consent to an extension of the period of validity. The request and the bidders' responses shall be made in writing. A bidder may refuse the request without forfeiting its bid security.

19. Bid Security (ITB 19)

1. The bidder shall furnish, as part of its bid, a Bid Security in the amount and currency specified in the **BDS**.
2. The Bid Security is required to protect the Procuring Agency against the risk of Bidder's conduct before award of the contract.
3. The Bid Security shall be in the form specified in the **BDS**.
4. Any bid not accompanied by a conforming Bid Security shall be rejected by the Procuring Agency as non-responsive.
5. Unsuccessful bidders' Bid Security will be discharged or returned as promptly as possible, but no later than 30 days after the expiration of the period of Bid Validity.
6. The successful bidder's Bid Security will be discharged upon the bidder signing the contract and furnishing the performance security.
7. The Bid Security may be forfeited if a bidder withdraws its bid during the Bid Validity period or if the successful bidder fails to sign the contract or furnish the required performance security.

20. Alternative Bids by Bidders (ITB 20)

Alternatives will not be considered unless specifically allowed for in the **BDS**. If so allowed, bidders wishing to offer technical alternatives must also submit a bid that complies with the requirements of the bidding documents.

21. Withdrawal of Bids (ITB 21)

Before the bid submission deadline, any bidder may withdraw, substitute, or modify its bid by sending a written notice through EPADS.

22. Format and Signing of Bid (ITB 22)

The bidder shall prepare the documents as required by the electronic system. All forms, declarations, and sheets must be duly filled, signed, and stamped by an authorized representative. Digital signatures as per PPRA/EPADS requirements are acceptable.

D. SUBMISSION OF BIDS

23. Sealing and Marking of Bids (ITB 23)

1. For this **Single Stage Two Envelope Procedure**, the Bid shall comprise two envelopes submitted simultaneously, as follows:
 - a) **Envelope-1 (Technical Proposal)**: Shall contain all technical, eligibility, and qualification documents. Financial prices **MUST NOT** appear in any document within this envelope.
 - b) **Envelope-2 (Financial Proposal)**: Shall contain only the completed commercial and financial documents, namely: priced BOQ, Form of Bid, and Price Summary.
2. The envelopes must be clearly labeled as "**TECHNICAL PROPOSAL - ENVELOPE 1**" and "**FINANCIAL PROPOSAL - ENVELOPE 2**" within the EPADS system.

3. Inclusion of financial information in Envelope-1 or technical documents in Envelope-2 may lead to disqualification.

24. Deadline for Submission of Bids (ITB 24.1)

Bids shall be submitted through EPADS no later than the date and time specified in the **BDS**.

25. Late Bids (ITB 25.1)

The EPADS system shall not accept any bids that arrive after the deadline for submission of bids.

26. Substitution and Modification of bids (ITB 26)

A bidder may substitute or modify its bid after it has been submitted, provided that the substitution or modification is received by the Procuring Agency through EPADS prior to the deadline for submission of bids.

E. OPENING AND EVALUATION OF BIDS

27. Opening of Bids (ITB 27)

1. The Procuring Agency will open bids electronically via EPADS, in the presence of bidders' representatives who choose to attend virtually, on the date and at the time specified in the **BDS**.
2. **Technical Bids (Envelope-1)** will be opened first. The name of the bidder and the presence or absence of required documents will be announced.
3. **Financial Bids (Envelope-2)** will remain unopened and will be held in custody by the EPADS system until the specified time of their opening.
4. After the announcement of the technical evaluation report, the Procuring Agency will publicly open the financial proposals of the technically qualified bidders only, at a date, time, and place to be notified later. The financial proposals of technically non-responsive bidders will be returned unopened.

28. Confidentiality (ITB 28)

Information relating to the examination, 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.

29. Clarification of Bids (ITB 29)

To assist in the examination, evaluation and comparison of bids, the Procuring Agency may ask any bidder for a clarification of its bid. No change in the prices or substance of the bid shall be sought, offered, or permitted.

30. Preliminary Examination of Bids (ITB 30)

1. Prior to the detailed evaluation of bids, the Procuring Agency will determine whether each bid meets the eligibility criteria, has been properly signed, is accompanied by the required securities, and is substantially responsive to the requirements of the bidding documents.
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.

3. The Procuring Agency may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation.
4. If a bid is not substantially responsive, it will be rejected and may not subsequently be made responsive by correction or withdrawal of the non-conformity.

31. Examination of Terms and Conditions; Technical Evaluation (ITB 31)

The Procuring Agency shall evaluate the technical aspects of the bid to confirm that all requirements specified in the Technical Specifications have been met without material deviation or reservation.

32. Correction of Arithmetic Errors (ITB 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 price and the line total, the unit price shall prevail, and the line total shall be corrected.
 - b) if there is an error in a total, the sub-totals shall prevail, and the grand total shall be corrected.
 - c) if there is a discrepancy between the amounts in figures and in words, the amount in words will govern.
2. The amount stated in the Bid will be rectified accordingly. If the bidder does not accept the corrected amount, its bid shall be rejected and the Bid Security may be forfeited.

33. Conversion to Single Currency (ITB 33)

For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the **BDS** using the exchange rate prevailing on the date of opening of financial bids, as notified by the State Bank of Pakistan.

34. Evaluation of Bids (ITB 34)

1. The Procuring Agency shall evaluate and compare only the bids determined to be substantially responsive.
2. The evaluation of the Technical Proposal shall be carried out using the criteria and methodologies listed in the **BDS** and **Section V - Evaluation and Qualification Criteria**.
3. The Procuring Agency's evaluation of a bid will take into account the bid price, after correction of arithmetic errors.

35. Domestic Preference (ITB 35)

If the **BDS** so specifies, the Procuring Agency will grant a margin of preference to the domestic contractor in line with the rules, regulations issued by the Authority.

36. Determination of Most Advantageous Bid (ITB 36)

The Procuring Agency shall compare the evaluated bids of all substantially responsive bids to determine the Most Advantageous bidder as per the criteria in the **BDS**.

37. Qualification of Bidder (ITB 37)

The Procuring Agency shall determine whether the bidder whose bid is declared as the most advantageous bid meets the qualifying criteria specified in **Section V - Evaluation and Qualification Criteria**.

38. Sub-Contractors (ITB 38)

The bidder shall provide details regarding any specialized sub-contractor to the Procuring Agency.

39. Abnormally Low Financial Bid (ITB 39)

Where the bid price is considered to be abnormally low, the Procuring Agency shall request the bidder an explanation in writing. After evaluating the evidence provided, the Procuring Agency may decide to reject such a bid.

F. AWARD OF CONTRACT

40. Criteria of Award (ITB 40.1)

Subject to ITB 36 and 37, the Procuring Agency will award the Contract to the bidder whose bid has been determined to be substantially responsive and who has been declared as the Most Advantageous Bidder.

41. Negotiations (ITB 41)

The Procuring Agency may negotiate with the Most Advantageous Bidder to finalize technical details, methodology, or clarify details that were not apparent at the time of Bidding. Where negotiation fails, the Procuring Agency may invite the next ranked bidder for negotiations.

42. Procuring Agency's Right to reject All Bids (ITB 42)

The Procuring Agency 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).

43. Notification of Award (ITB 46)

1. Prior to the award of contract, the Procuring Agency shall issue a Final Evaluation Report.
2. Where no complaints have been lodged, the successful bidder will be notified of the award prior to expiration of the bid validity period. The Procuring Agency shall not award any procurement contract for at least fifteen (15) days after the announcement of the Final Evaluation Report.
3. The notification of award will constitute the formation of the Contract, subject to the bidder furnishing the Performance Security and signing of the contract.

44. Signing of Contract (ITB 47)

Promptly after notification of award, the Procuring Agency shall send the successful bidder the draft agreement. After the redressal of any grievance, the successful bidder and the Procuring Agency shall sign the contract.

45. Performance Security (ITB 48)

1. Within the time specified in the Letter of Acceptance, the successful bidder shall deliver to the Procuring Agency a Performance Security in the amount and in the form stipulated in the **BDS and SCC**.
2. Failure of the successful bidder to comply with this requirement shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

46. Advance Payment (ITB 49)

Advance payment will be provided to the bidder in the percentage and in the manner as agreed by both parties in terms of the Conditions of Contract, if stipulated in the SCC.

47. Corrupt & Fraudulent Practices (ITB 51)

Procuring agencies as well as Bidders/Contractors shall observe the highest standard of ethics during the procurement and execution of such contracts, and will avoid engaging in any corrupt and fraudulent practices.

G. GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM

48. Constitution of Grievance Redressal (ITB 52)

The Procuring Agency shall constitute a Grievance Redressal Committee (GRC) comprising an odd number of persons with proper power and authorization to address complaints.

49. GRC Procedure (ITB 53)

1. Any party can file a written complaint against the eligibility parameters or any other terms and conditions prescribed in the bidding documents.
2. Any bidder feeling aggrieved by any act of the Procuring Agency after the submission of its bid may lodge a written complaint concerning its grievances not later than seven days after the announcement of the technical evaluation report and five days after issuance of the final evaluation report.
3. The GRC shall investigate and decide upon the complaint within ten days of its receipt.
4. Any bidder or the Procuring Agency not satisfied with the decision of the GRC may file an appeal before the Appellate Committee of the PPRA Authority.

H. MECHANISM OF BLACKLISTING

50. Mechanism of Blacklisting (ITB 54)

The Procuring Agency shall bar, for not more than the time prescribed in Rule-19 of the Public Procurement Rules, 2004, any bidder or contractor who is involved in corrupt and fraudulent practices, fails to perform contractual obligations, or fails to abide by the bid securing declaration. The procedure for show cause and personal hearing shall be followed as per PPRA Rules.

SECTION III: BID DATA SHEET (BDS)

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

BDS Clause	ITB Clause	Amendments of, and Supplements to, Clauses in the Instruction to Bidders
A. Introduction		
1.	1.1	Name of Procuring Agency: Islamabad Club. Subject of Procurement: Renovation of Pan Asian Restaurant., including all associated civil, structural, electrical, and finishing works. Period for completion of the works: 75 days. Commencement date: Immediately upon issuance of Letter of Intent (LOI). Type of Procurement: National Competitive Bidding.
2.	2.1	Name of Project: Renovation of the Pan Asian Restaurant.

		Name and identification number of the Contract: _____
3	3.1	
B. Bidding Documents		
5.	8.5	Pre-bid meeting: Will not be held. All clarifications shall be sought in writing via the EPADS messaging system.
C. Preparation of Bids		
6.	10.1	Language of Bid: English. Supporting documents in Urdu must be accompanied by a certified English translation.
7.	11.1(j)	Additional documents to be included with the Bid: 2. Non-Blacklisting Affidavit on Judicial Stamp Paper (Annexure-H). 3. All forms as per Section VII (Standard Bidding Forms).
11.	16.1	Currency of Bid: Pak Rupees (PKR).
12.	18.1	Bid Validity Period: 120 days from the date of bid opening.
13.	19.1	Bid Security Amount: PKR _____ Currency of Bid Security: PKR. Bid Securing Declaration: No.
14.	19.3	Form of Bid Security: Pay Order / Demand Draft / Call Deposit Receipt from a Scheduled bank, valid for 120 days, in favor of Islamabad Club.
D. Submission of Bids		
20.	23.2(a)	Address for Bid Submission: Bids must be submitted electronically through the EPADS Portal (https://eprocure.gov.pk). Physical submission is not allowed.
21.	23.2(b)	Title of the Procurement: Renovation of the Pan Asian Restaurant. ITB Title and No: Time and date for submission: 11:00 Hours on _____.
22.	24.1	
E. Opening and Evaluation of Bids		
23.	27.1	Location: Opening will be done virtually via EPADS.
26.	34	Evaluation Technique: Two-Stage Bidding Procedure (Technical Pass/Fail + Scoring with Lowest Financial). 1. Technical Evaluation (Pass/Fail and Scoring): Bidders must first pass the Mandatory Eligibility Criteria (MEC). Technically qualified bidders are those who score 70 marks or more out of 100 in the detailed technical evaluation (as per Section V). 2. Financial Evaluation: Financial bids of only technically qualified bidders will be opened. The contract will be awarded to the Lowest evaluated bidder among them.
29.	35	Domestic Preference: Not applicable.
F. Award of Contract		
31.	48	Performance Security Amount: 10% of the Contract Price.
32.	48	Form of Performance Security: Unconditional Bank Guarantee from a scheduled bank, or Insurance Guarantee acceptable to the Employer, valid until 30 days beyond the defect liability period.

SECTION IV: ELIGIBLE COUNTRIES

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

1. India
2. Israel

SECTION V: EVALUATION AND QUALIFICATION CRITERIA

The Procuring Agency shall evaluate the bids in accordance with the predefined evaluation and qualification criteria mentioned in this section. No other factors, methods or criteria shall be used.

1. Mandatory Eligibility Criteria (MEC) - Pass/Fail

Failure in any single item will lead to outright rejection of the bid.

Ref.	Mandatory Requirement	Document Required
MEC-1	Valid PEC Registration	Copy of valid PEC Certificate.
MEC-2	Valid NTN & STRN (Active Taxpayer)	FBR NTN Certificate & Sales Tax Registration Certificate. Proof of Active Taxpayer List (ATL) status.
MEC-3	Non-Blacklisting	Affidavit on Rs. 100/- Judicial Stamp Paper, duly notarized (as per Annexure-H in Section VII).
MEC-4	Physical office / operational setup	Proof of office address within Rawalpindi / Islamabad region (e.g., rent agreement, utility bill).
MEC-5	Minimum 05 Years General Experience	Company profile stating year of establishment and nature of business.
MEC-6	Similar Project Experience (Min. 3 projects, in last 05 years)	Copies of Work Order/Contract Agreement & Completion Certificates for at least Three similar projects must Attached by the Bidder.
MEC-7	Bid Security	Copy of Pay Order/Demand Draft/CDR in favor of Islamabad Club, valid for 120 days.
MEC-8	Tender Fee Receipt (PKR 5,000)	Copy of bank deposit slip/receipt.
MEC-9	Acceptance of Complete Tender Terms & Conditions	Complete Tender Documents (duly signed and stamped on each page).

2. Technical Evaluation (Scoring: 100 Marks)

Minimum qualifying score: **70/100**

Criteria	Max Marks	Sub-Criteria & Scoring Basis	Document Required
A. Company Profile	40	1. Years since incorporation (2 marks/year, max 10) 2. Technical staff (Graduate Engineers: & Diploma: 5 marks each, max 20) 3. Equipment & tools (1 mark each for major items, max 10)	1. Certificate of Incorporation. 2. List of staff, CVs, appointment letters, valid PEC cards. (1 No. Bsc Engineer, 1 No. Site Supervisor Experience in finishing works and 1 No. Site (QC) inspector & 1 x Quantity Surveyor. 3. Detailed list of owned equipment (e.g., Wood Works & related equipment's /tools etc.)
B. Experience	35	1. Similar completed projects in last 5 years (10 marks each, max 30 marks.) 2. Ongoing similar projects (05 marks each, max 5 mark)	1. For each project: Work Order, (3 No. Completed projects and 1 No. Project in hand.) Completion Certificates for completed projects must be Attached, brief description. 2. For each project: Contract Agreement, Client's progress confirmation letter, latest payment certificate.
C. Financial Capability	20	1. Average annual construction turnover (last 3 years) –	1. Audited Financial Statements (Balance Sheet & P&L) for last 3 years.

		proportionate marks (Max 10) 2. Average income tax paid (last 3 years) – proportionate marks (Max 10)	AVERAGE ANNUAL TURNOVER (CUMULATIVE, LAST 3 YEARS) Audited Financial Statements (Balance Sheet & P&L) for last 3 years Rs 100 million Or Above 10 Marks Rs 80 million -99.9 million 07 Marks Rs 40 million - 79.9 million 05 Marks Below 40 million 03 Marks 3. Income Tax Returns/Challans for last 3 years. 3 Years Return 10 Marks 2 Year Return 5 Marks Less Than 2 Year 0 Marks
D. Work Plan	5	Detailed, logical work plan covering all 75 days.	Detailed Work Plan/Schedule in MS Project or Gantt Chart format showing sequence, milestones, and resource allocation.

3. Financial Evaluation

- Only bids from bidders who have passed the MEC and achieved a minimum technical score of **70/100** will have their financial bids opened.
- The financial evaluation will be based on the **lowest total bid price** as per the priced Bill of Quantities (BOQ).

SECTION VII: STANDARD BIDDING FORMS

(Note: Bidders are required to fill these forms and submit them as part of their bid. All forms must be signed and stamped. Forms marked "Technical Envelope" must be placed in Envelope-1. Forms marked "Financial Envelope" must be placed in Envelope-2.)

Table of Forms

Form No.	Title	Envelope
Form 1	Letter of Bid – Technical Proposal	Technical
Form 2	Letter of Bid – Financial Proposal	Financial
Form 3	Form of Bid Security (Bank Guarantee)	Financial
Form 4	Bidder Information Form (ELI-1)	Technical
Form 5	Financial Situation (FIN-3.1)	Technical
Form 6	Average Annual Construction Turnover (FIN-3.2)	Technical
Form 7	Specific Construction Experience (EXP-4.2(a))	Technical
Form 8	List of Proposed Key Personnel (PER-1)	Technical
Form 9	Resume of Key Personnel (PER-2)	Technical
Form 10	List of Major Equipment (EQU)	Technical
Form 11	Annexure-H: Affidavit for Non-Blacklisting	Technical
Form 12	Integrity Pact	Financial (at award stage)
Form 13	Compliance Checklist for Bidders	Technical

**Form 1: Letter of Bid – Technical Proposal
(Technical Envelope)**

Date: _____

Tender No.: _____

To,
The Secretary,
Islamabad Club,
Murree Road, Islamabad.

We, the undersigned Bidder, hereby submit the first part of our Bid, the Technical Proposal, for the Renovation of the Pan Asian Restaurant.

In submitting our Bid we make the following declarations:

- (a) **No reservations:** We have examined and have no reservations to the bidding document, including any addenda.
- (b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest.
- (c) **Conformity:** We offer to execute works in conformity with the bidding document and in accordance with the works requirements.
- (d) **Bid Validity Period:** Our Bid shall be valid for 120 days from the bid submission deadline.
- (e) **Performance Security:** If our Bid is accepted, we commit to obtain a performance security in accordance with the bidding document.
- (f) **One Bid per Bidder:** We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other bid(s) as a Joint Venture member.
- (g) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us engages in any type of Fraud and Corruption.

Name of the Bidder: _____

Name of the person duly authorized to sign the Bid: _____

Title of the person signing the Bid: _____

Signature: _____

Company Stamp: _____

**Form 2: Letter of Bid – Financial Proposal
(Financial Envelope)**

Date: _____

Tender No.: _____

To,
The Secretary,
Islamabad Club,
Murree Road, Islamabad.

We, the undersigned Bidder, hereby submit the second part of our Bid, the Financial Proposal, for the Renovation of the Pan Asian Restaurant.

1. **Total Price:** The total price of our Bid, inclusive of all taxes, is:
PKR (in figures): _____
PKR (in words): _____
2. **Bid Validity:** Our Bid shall be valid for 120 days from the bid submission deadline.
3. **Commissions, gratuities and fees:** We confirm that no commissions, gratuities, or fees have been paid or will be paid to any agent or other party in connection with this bidding process. (If none, state "None".)

Name of the Bidder: _____

Name of the person duly authorized to sign the Bid: _____

Title of the person signing the Bid: _____

Signature: _____

Company Stamp: _____

Form 3: Form of Bid Security (Bank Guarantee)

(Financial Envelope - ORIGINAL)

(To be provided on the letterhead of a Scheduled Bank)

Date: _____

No.: _____

Beneficiary: Islamabad Club, Murree Road, Islamabad.

BID GUARANTEE No.: _____

We have been informed that _____ [Name of Bidder] (hereinafter called "the Applicant") has submitted its Bid (No. _____ to you for the Renovation of the Pan Asian Restaurant at Islamabad Club.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay you, the Beneficiary, any sum or sums not exceeding in total an amount of **PKR** **(Pak Rupees _____)** upon receipt by us of your first written demand, supported by your statement that the Applicant has breached its obligation(s) under the Bid conditions, because the Applicant:

- (a) has withdrawn its Bid during the period of Bid validity; or
- (b) having been notified of the acceptance of its Bid, has failed to sign the Contract Agreement or furnish the required Performance Security.

This guarantee shall remain valid for **90-days** from the date of bid opening. Any demand for payment under this guarantee must be received by us at the office indicated below on or before that date.

For and on behalf of the Bank:

Bank Name: _____

Branch & Address: _____

Authorized Signatory: _____

Seal & Date: _____

Form 4: Bidder Information Form (ELI-1)
(Technical Envelope)

Date: _____

Tender No.:

Field	Information
1. Bidder's Legal Name	
2. In case of JV, legal name of each member	
3. Country of Registration	
4. Year of Registration	
5. Legal Address in Country of Registration	
6. Bidder's Authorized Representative Information	
	Name:
	Address:
	Telephone:
	Email:
7. Attached are copies of original documents (check the box)	☐ Articles of Incorporation / Registration Documents
	☐ In case of JV, JV Agreement or Letter of Intent
	☐ Proof of Office Address in Rawalpindi/Islamabad

Form 5: Financial Situation (FIN-3.1)**(Technical Envelope)****Bidder's Name:** _____**Date:** _____**1. Financial Data (in PKR)**

Type of Financial Information	Year 1	Year 2	Year 3
Statement of Financial Position (Balance Sheet)			
Total Assets (TA)			
Total Liabilities (TL)			
Total Equity/Net Worth (NW)			
Information from Income Statement			
Total Revenue (TR) / Turnover			
Profits Before Taxes (PBT)			
Income Tax Paid			

2. Financial Documents

☐ Attached are copies of audited financial statements (Balance Sheet, P&L) for the last three (3) financial years.

Form 6: Average Annual Construction Turnover (FIN-3.2)
(Technical Envelope)

Bidder's Name: _____

Date: _____

Year	Annual Turnover (Construction only) (PKR)
Average Annual Construction Turnover (Sum of above / 3)	

Form 7: Specific Construction Experience (EXP-4.2(a))
(Technical Envelope)

(For Similar Projects completed in the last 5 years)

Bidder's Name: _____

Date: _____

Project No. 1

Field	Information
Contract Name & Identification	
Award Date	
Completion Date	
Role in Contract	☐ Prime Contractor ☐ JV Member
Total Contract Amount (PKR)	
Client's Name & Address	
Client's Telephone & Email	

Description of the similarity of this project :

☐ Attached: Copy of Work Order/Contract Agreement **and Completion Certificate (must attach).**

Form 8: List of Proposed Key Personnel (PER-1)
(Technical Envelope)

Bidder's Name: _____

Date: _____

Position	Name of Candidate	Qualifications	Years of Experience	PEC Reg. No. (if applicable)
Project Manager / In-charge				
Graduate Engineer (Civil)				
Graduate Engineer (Electrical)				
Foreman / Supervisor				

Form 9: Resume of Key Personnel (PER-2)
(Technical Envelope)
(Attach complete Resume of each proposed staff member)

Form 10: List of Major Equipment (EQU)
(Technical Envelope)
(Attach complete List of Major Equipment)

**Form 11: Annexure-H: Affidavit for Non-Blacklisting
(Technical Envelope)
(ON RS. 100/- JUDICIAL STAMP PAPER)**

I, _____ S/o
_____, being the duly authorized representative of M/s.
_____ (NTN: _____), do
hereby solemnly affirm and declare as under:

1. That our firm/company, its directors, partners, and principals are **NOT** blacklisted, debarred, or suspended by any Government, Semi-Government, Autonomous Body, or Public Sector Organization in Pakistan or abroad.
2. That we are eligible to participate in public procurement as per PPRA Rules.
3. That the information provided in this affidavit and the bid documents is true and correct to the best of my knowledge.

I understand that any false statement may result in disqualification, blacklisting, and legal action.

DEPONENT:

Name: _____

CNIC No: _____

Designation: _____

Signature: _____

Company Stamp:

(Notarized)

Form 12: Integrity Pact

(To be submitted by the successful bidder at the time of contract signing)

Integrity Pact

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

Contract Number: _____

Dated: _____

Contract Value: _____

Contract Title: _____

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

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

[Name of Contractor] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representative or warranty.

[Name of Contractor] accepts full responsibility and strict liability for making and false declaration, not making full disclosure, misrepresenting fact or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

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

[Procuring agency/Employer]

[Contractor]

COMPLIANCE CHECKLIST FOR BIDDERS

Tender No: _____

Project: Renovation of the Pan Asian Restaurant.

Bidder's Name: _____

Date: _____

Instructions: This checklist must be filled, signed, and submitted as part of the **Technical Proposal (Envelope-1)**. Please tick (✓) the appropriate column to confirm the presence of each required document/item. Failure to submit mandatory documents may lead to bid rejection.

A. MANDATORY ELIGIBILITY DOCUMENTS (MEC)

#	Document Required	Yes	No	Remarks
1	Tender Processing Fee Receipt (Original PKR 5,000/- deposit in IC account)	☐	☐	
2	Bid Security (Original Pay Order / Demand Draft / CDR in favor of Islamabad Club, valid 120 days)	☐	☐	
3	Valid PEC Registration Certificate	☐	☐	
4	Valid NTN Certificate	☐	☐	
5	Valid Sales Tax Registration Certificate (STRN)	☐	☐	
6	Proof of Active Taxpayer List (ATL) status	☐	☐	
7	Non-Blacklisting Affidavit on Rs. 100/- Judicial Stamp Paper (Annexure-H), duly notarized	☐	☐	
8	Proof of Physical Office Address in Rawalpindi/Islamabad (Rent Agreement / Utility Bill / Ownership Document)	☐	☐	
9	Company Profile stating year of establishment and nature of business	☐	☐	
10	Work Orders/Contract Agreement for at least Three similar projects Completed in last 5 years	☐	☐	
11	Completion Certificates for the above projects	☐	☐	
12	Complete Tender Document (downloaded from EPADS), with all pages signed and stamped	☐	☐	

B. TECHNICAL PROPOSAL DOCUMENTS (For Scoring)

#	Document Required	Yes	No	Page Ref.
13	Form 1: Letter of Bid – Technical Proposal (duly signed & stamped)	☐	☐	
14	Form 4: Bidder Information Form (ELI-1)	☐	☐	
15	Form 5: Financial Situation (FIN-3.1) with audited financial statements (last 3 years) attached	☐	☐	
16	Form 6: Average Annual Construction Turnover (FIN-3.2)	☐	☐	
17	Form 7: Specific Construction Experience (EXP-4.2(a)) for Similar projects	☐	☐	
18	Form 8: List of Proposed Key Personnel (PER-1)	☐	☐	
19	Form 9: Resumes of Key Personnel (PER-2) with CVs, PEC cards, appointment letters	☐	☐	
20	Form 10: List of Major Equipment (EQU) with proof of ownership/lease	☐	☐	
21	Detailed Work Plan / Schedule (MS Project or Gantt Chart format covering 60 days)	☐	☐	
22	Income Tax Returns / Challans for last 3 years	☐	☐	
23	Copies of relevant PEC registration cards of proposed Engineers	☐	☐	
24	Any additional documents supporting technical capability	☐	☐	

C. FINANCIAL PROPOSAL (Envelope-2)

#	Document Required	Yes	No
25	Form 2: Letter of Bid – Financial Proposal (duly signed & stamped)	☐	☐
26	Priced Bill of Quantities (BOQ) with all items filled, calculations correct, and total amount in figures & words	☐	☐
27	Form 3: Form of Bid Security (Bank Guarantee) – ORIGINAL attached	☐	☐
28	Any other financial documents required	☐	☐

D. DECLARATION BY BIDDER

I/we certify that the information provided in this checklist and in the accompanying bid documents is accurate and complete. I/we understand that:

- Failure to submit any of the **Mandatory Eligibility Documents** may lead to immediate rejection.
- Submission of incomplete or false information may lead to disqualification, forfeiture of bid security, and/or blacklisting.
- Financial bids will **only** be opened for bidders achieving ≥ 70 marks in technical evaluation.

Signature of Authorized Signatory: _____

Name & Designation: _____

Company Seal/Stamp: _____

Date: _____

PART-B – CONDITIONS OF CONTRACT AND CONTRACT FORMS

SECTION VIII: GENERAL CONDITIONS OF CONTRACT (GCC)

(The General Conditions of Contract are the Conditions of Contract for Construction for Building and Engineering Works Designed by the Employer (FIDIC Red Book, 2nd Edition 2017), published by the Fédération Internationale des Ingénieurs-Conseils, with the amendments specified in the SCC and as per PPRA Rules 2004)

The Contract shall be governed by the laws of Pakistan and the PPRA Rules, 2004. For the purpose of this tender, the key GCC clauses are summarized and applied as follows:

3.1 Governing Law: The contract shall be governed by the laws of Pakistan and PPRA Rules, 2004.

3.2 Performance Security: The successful bidder shall furnish a Performance Security amounting to 10% of the contract price in the form of an unconditional bank guarantee valid until 30 days beyond the defect liability period.

3.3 Insurance: The contractor shall procure and maintain insurance for works, personnel, and third-party liability for the contract duration.

3.4 Time for Completion: The work shall be completed within 75 days from the date of issuance of the Letter of Intent (LOI).

3.5 Liquidated Damages: Delay in completion shall attract liquidated damages at the rate of 0.1% of the contract price per day, subject to a maximum of 10% of the contract price.

3.6 Defect Liability Period: Defect liability period shall be **12 months** from the date of completion certificate.

3.7 Variation in Quantities: The Procuring Agency reserves the right to increase or decrease quantities up to 15% without change in unit rates.

3.8 Payments: Payments shall be made against running bills, submitted monthly or else, within **15 days** of verification. 05% of each verified bill shall be retained as retention money, released after successful completion of defect liability period.

3.9 Termination: The Procuring Agency may terminate the contract for default, insolvency, or corruption practices as per PPRA rules.

3.10 Dispute Resolution: In case of dispute, the Administrator of Islamabad Club shall act as arbitrator. Arbitration shall be conducted as per Arbitration Act, 1940.

SECTION IX: SPECIAL CONDITIONS OF CONTRACT (SCC)

4.1 Site Location: Islamabad Club, Murree Road, Islamabad. Contractor shall visit the site at own cost before bidding.

4.2 Safety & Environmental Compliance: Contractor shall comply with all applicable safety and environmental regulations and shall be responsible for any damage to Club property.

4.3 Materials & Workmanship: All materials shall be as per specifications and approved brands. Substandard material will be rejected and replaced at contractor's cost.

4.4 Use of Club Facilities: No use of Club's water, electricity, or other facilities without prior written permission.

4.5 Cleanliness: Contractor shall maintain cleanliness and remove debris daily.

SECTION X: CONTRACT FORMS

(These forms will be completed and signed upon award of contract.)

Form A: Notification of Award (Letter of Acceptance)

(On Procuring Agency's letterhead)

[Date]

To,
[Name and address of the successful contractor]

**Subject: Notification of Award for Contract No. _____ – Renovation of the
Pan Asian Restaurant at Islamabad Club**

This is to notify you that your Bid dated [Date] for the execution of the above-mentioned works for the Accepted Contract Amount of **PKR [Amount in figures] ([Amount in words])** is hereby accepted by our Agency.

You are requested to furnish the Performance Security of 10% of the Contract Price (PKR [Amount]) within _____ days in accordance with the Conditions of Contract.

Authorized Signature: _____

Name and Title of Signatory: _____

For and on behalf of Islamabad Club.

Form B: Contract Agreement Form

THIS AGREEMENT made the ____ day of _____ 20____, between **Islamabad Club**, Murree Road, Islamabad (hereinafter called "the Employer") of the one part, and **[Name of Contractor]** , of **[City]** (hereinafter called "the Contractor") of the other part.

WHEREAS the Employer desires that the works known as Renovation of the Pan Asian Restaurant should be executed by the Contractor, and has accepted a Bid by the Contractor for the execution and completion of these works for the sum of **PKR [Amount in words] (PKR [Amount in figures])** (hereinafter called "the Contract Price").

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. The following documents shall be deemed to form and be read and construed as part of this Contract in the following order of precedence:
 - (a) This Contract Agreement;
 - (b) The Letter of Acceptance;
 - (c) The Letter of Bid and all its annexes;
 - (d) The Special Conditions of Contract (SCC);
 - (e) The General Conditions of Contract (GCC);
 - (f) The Technical Specifications;
 - (g) The Drawings;
 - (h) The priced Bill of Quantities (BOQ); and
 - (i) Any other documents forming part of the Contract.
2. In consideration of the payments to be made by the Employer to the Contractor as mentioned in this contract, the Contractor hereby covenants with the Employer to execute the works and to remedy defects therein in conformity with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor the Contract Price at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed on the day and year first above written.

Signed, sealed, delivered by the Employer:

Signature: _____

Name: _____

Designation: _____

Witness 1: _____

Witness 2: _____

Signed, sealed, delivered by the Contractor:

Signature: _____

Name: _____

Designation: _____

Company Stamp: _____

Witness 1: _____

Witness 2: _____

Form C: Performance Security Form (Bank Guarantee)

(To be provided on the letterhead of a Scheduled Bank)

Date: _____

No.: _____

To:

The Secretary,
Islamabad Club,
Murree Road, Islamabad.

PERFORMANCE BANK GUARANTEE No.: _____

Tender No.: _____

Contract Value: PKR _____

Guarantee Amount: 10% of Contract Value = PKR _____

We, **[Name of Bank]**, having our registered office at **[Address of Bank]**, hereby irrevocably and unconditionally guarantee payment to Islamabad Club (the Employer) upon receipt of your first written demand stating that the Contractor, **[Name of Contractor]**, is in breach of its obligations under the Contract for the Renovation of the Pan Asian Restaurant.

This guarantee shall remain valid until **30 days after the expiry of the Defect Liability Period**. Any demand for payment under this guarantee must be received by us on or before this date.

For and on behalf of the Bank:

Bank Name: _____

Authorized Signatory: _____

Seal & Date: _____
