

Standard Bidding Document

Repair/Maintenance of House No. 18-H, School Road, F-6/3, Islamabad
(Non-Consultancy Services)

National

Single Stage-One Envelope



August 28, 2026

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PROCUREMENT NOTICE

PROCUREMENT OF NON-CONSULTANCY SERVICES

1. The **Maintenance Division-I (Capital Development Authority (CDA))** has reserved Funds for the procurement planned for FY **2026-27**. The **Maintenance Division-I (Capital Development Authority (CDA))** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the **"Repair/Maintenance of House No. 18-H, School Road, F-6/3, Islamabad"** with the reference of **"P103117"**
2. The **Maintenance Division-I (Capital Development Authority (CDA))** invites Bids through **EPADS v2.0** from eligible Bidders registered on **EPADS v2.0** for provision of Non-Consultancy Services.
3. **Single Stage-One Envelope** Procedure of Principal Method of Procurement (i.e. Open Competitive Bidding) will be used by adopting **Least Cost Based Selection (LCBS)** Technique for the subject procurement, in line with the Public Procurement Rules, 2004 and any Regulations, and Instructions issued by the Authority (from time to time).
4. All Bids must be accompanied by a Bid Security described in Bid Security Section in Bidding Document in the form of **Pay Order** or Bid Securing Declaration on the prescribed format described.
5. E-Bidding documents, containing detailed terms & conditions, specifications and requirements etc. are available on **e-Pak Acquisition and Disposal System (EPADS)** at **<https://epads.gov.pk/opportunities/federal/procurements/103117>**.
6. The e-bids, prepared in accordance with the instructions in the e-Bidding documents, must be submitted through **EPADS v2.0** on or before **Tuesday, September 15, 2026 10:30 AM**. E-bids will be opened on the same day at **Tuesday, September 15, 2026 11:00 AM**. Manual submission of Bids shall not be entertained. Those vendors who have not yet registered on the new version of **EPADS v2.0**, may register themselves on **<https://vendors.epads.gov.pk/>**. A tutorial to explain the registration process is available at

<https://www.youtube.com/watch?v=MNW6T38v7tc>

7. In terms of Rules 48 of Public Procurement Rules, 2004 Grievance Redressal Committee (GRC) is notified for the subject procurement and notification copy is available on the procuring agency's website and also available on **EPADS v2.0** as well as Authority's website at (www.ppra.org.pk).

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Instructions to Bidders

A. Introduction

1. Scope of Bids

1.1. The Procuring Agency (PA), as indicated in the **Bids Data Sheet (BDS)** invites Bids through **EPADS v2.0** for the provision of Non-Consultancy Services for as specified in the BDS and **in Section Evaluation Criteria, Specifications & Schedule of Requirements**. The name, identification, and number of items/deliverables are provided in the **BDS**. **Single Stage-One Envelope** procedure of the open competitive method shall be used. The successful Bidders will be expected to provide the services within the specified period and timeline(s) as stated in the **BDS**.

2. Source of Funds

2.1. Source of funds is referred in Clause-1 of Invitation for Bids.

3. Fraudulent & Corrupt Practices

3.1. As defined under Rule 2(1)(f) of the Public Procurement Rules, 2004.

4. Eligible Bidders

4.1. A bidder is eligible to participate in a procurement process if the bidder:

4.1.1. possesses or has access to the technical competence, financial resources, equipment and other physical facilities, personnel, managerial capability, experience and reputation necessary to complete the procurement contract;

4.1.2. has the legal capacity to enter into a procurement contract;

4.1.3. is not insolvent, in receivership, bankrupt or being wound up and its activities or affairs are not suspended or being administered under any Act, by a court or by a judicial officer;

4.1.4. is not the subject of legal proceedings for any of the matters mentioned in sub-rule (c);

4.1.5. has fulfilled or has made substantial arrangements satisfactory to the relevant authorities, to fulfil its obligations to pay taxes and social security (where applicable) other contributions of its employees; and

4.1.6. has not, or in the case of a company, its owners and beneficial owners, directors or officers have not, been convicted of a criminal offence related to:

4.1.6.1. its professional conduct; or

4.1.6.2. a bidder (or, in the case of a company, its key individuals such as owners, beneficial owners, directors, or officers) must not have engaged in any prohibited practice, such as fraud, corruption, collusion, or coercion, within the time period stated in the bidding documents, which can be up to three years before the start of the procurement process. Additionally, the bidder must not have been debarred (i.e., banned) from participating in public procurement processes in Pakistan or by any international organization or country. If they have, they are ineligible to participate in the current bidding.

4.2. The procuring agency may require a bidder participating in the procurement process to provide the prescribed documentary evidence or other information to satisfy itself that the bidder is qualified in accordance with the criteria in sub-clause (1).

4.3. A procuring agency shall set out in the bidding document all the criteria for qualification to be applied in accordance with sub-clause (1).

4.4. Except as permitted under the Ordinance, Rules and Regulations, the procuring agency shall not establish a criterion for eligibility of a bidder that:

4.4.1. discriminates against or among a bidder or against categories of bidders; or

4.4.2. is not required for the performance of the procurement contract; or

4.4.3. is not related to the avoidance or management of legal, reputational or economic risk to the procuring agency unless it is in the national interest to do so, and the criteria is set out in the bidding documents.

4.5. A procuring agency shall assess the eligibility of a bidder for participation in the procurement process against the criteria for qualification under sub-clause (1).

4.6. In the case of a joint venture, consortium, or association, 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, consortium, or association shall nominate a lead member as nominated in the BDS,

4.7. who shall have the Authority to conduct all business for and on behalf of any and all the members of Joint venture, consortium, or association during the bidding process, and in case of award of contract, during the execution of the contract.

4.8. The appointment of the lead Member in the joint venture, consortium, or association shall be confirmed by submission of valid power of Attorney to the procuring agency.

4.9. Subject to the limits specified in the BDS, the procuring agency may allow bidders to participate in the form of a Joint Venture (JV). However, each party in the JV must individually meet the eligibility criteria specified in the BDS

4.10. No Bidder can be a sub-contractor while submitting a Bids individually or as a member of a joint venture in the same Bidding process.

5. Qualification of the Bidder

5.1. All Bidders shall provide in Section VI, Bid Forms, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

B. Bidding Documents

6. Contents of Standard Bidding Document

6.1. The Services required, bidding procedure, and terms and conditions of the contract are prescribed in the bidding document. In addition to the Invitation for Bids, the bidding document which should be read in conjunction with any addendum issued by the Procuring Agency include:

Section I -Invitation to Bid

Section II Instructions to Bidders (ITB)

Section III Bid Data Sheet (BDS)

Section IV Eligible Countries

Section V Evaluation Criteria, Specifications, Schedule of Requirements, and Technical Specifications.

Section VI Bidding Forms

Section VII Fraudulent & Corrupt Practices

Section VIII - Material & Non-material deviation

Section IX General Conditions of Contract (GCC)

Section X Special Conditions of Contract (SCC)

Section XI Contract Forms

6.2. The Bidder is expected to examine all instructions, requirements, forms, terms and specifications in the bidding documents. Failure to furnish all the information required in the bidding document will be at the Service provider's risk and may result in the rejection of his bids.

7. Clarifications

7.1. Clarifications of the bidding documents may be requested in writing through EPADS v2.0 by any bidder up to three days prior to the deadline for the submission of bids.

The procuring agency shall respond promptly and in writing to any request by a bidder for clarification of the bidding documents and, in any event, no later than two days prior to the deadline for the submission of bids or proposals.

Responses to requests for clarification shall be communicated simultaneously and in writing to all bidders participating in the procurement proceedings.

No bidder shall be allowed to alter or modify his bid after the bids have been opened however, the procuring agency may seek and accept clarification to the bid that do not change the substance of the bid, through EPADS v2.0.

7.2. Procuring Agency's response will be uploaded on the EPADS v2.0, including a description of the inquiry.

7.3. Should the Procuring Agency deem it necessary to amend the bidding document as a result of a clarification, it shall do so following the procedure under **ITB 1.1.**

7.4. 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 bidder(s) may request clarification(s) regarding the schedule of requirements, the Evaluation Criteria or any other aspects of the bidding document.

7.5. Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by bidders, and the responses given, together with any responses prepared after the meeting will be uploaded on EPADS v2.0. Any modification to the bidding document that may become necessary as a result of the pre-bid meeting shall be made by the Procuring Agency exclusively through the use of an Addendum.

7.6. To assist in the examination, evaluation and comparison of Bids of the Bidders, the Procuring Agency may, ask any Bidder for a clarification of its bid including breakdown of prices, through EPADS v2.0. Any clarification submitted by a bidder that is not in response to a request by the Procuring Agency shall not be considered.

No change in the prices or substance of the bid shall be sought, offered, or permitted.

The alteration or modification in the bid which in any way affect the following parameters will be considered as a change in the substance of a

bid:

- 7.6.1. evaluation & qualification criteria;
- 7.6.2. required scope of work or specifications;
- 7.6.3. all securities requirements;
- 7.6.4. tax requirements;
- 7.6.5. terms and conditions of bidding documents; and
- 7.6.6. change in the ranking of the bidders.

From the time of bid(s) opening to the time of contract award, if any bidder wishes to contact the procuring agency on any matter related to the bid, it should do so in writing or through electronic form that provides record of the content of communication.

8. Amendment of Bidding documents

8.1. Before the deadline for submission of bids, the procuring agency 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 addendum.

8.2. Any addendum issued including the notice of any extension of the deadline shall be part of the bidding document and shall be uploaded on EPADS v2.0 as well as Authority's website. The procuring agency shall promptly publish the addendum at the procuring agency's website indicated in the **BDS**:

Provided that the bidder who had either already submitted his bid, shall have the right to withdraw his already submitted bid and submit the revised bid, prior to the original or extended bid submission deadline.

8.3. To give prospective bidders reasonable time in which to take an addendum/corrigendum into account in preparing their bids, the Procuring Agency may, at its discretion, extend the deadline for the submission of bids:

Provided that the Procuring Agency shall extend the deadline for submission of bids, if such an addendum is issued within last three (03) days of the bid submission deadline.

C. Preparation of Bids

9. Documents Constituting the Bids

9.1. The bids prepared by the bidders shall constitute the following components: -

9.1.1. Forms of bid and Bid Prices completed in accordance with ITB BDS, GCC and SCC;

9.1.2. Documentary evidence established in accordance with BDS that services to be provided by the bidder are eligible services, and conform to the bidding documents;

9.1.3. Documentary evidence established in accordance with BDS that the bidder is eligible and/or qualified for the subject bidding process;

9.1.4. Documentary evidence established, that the bidder has been authorized to provide the services;

9.1.5. Bid security or Bids Securing Declaration furnished in accordance with BDS; and

9.1.6. Any other document required in the BDS.

10. Documents Establishing Eligibility of the Services and Conformity to bidding documents

10.1. To establish the conformity of the Non-Consulting Services to the Bidding document, the bidder shall furnish as part of its bid the documentary evidence that services provided conform to the requirements.

10.2. Standards for the provision of the Non-Consulting Services are intended to be descriptive only and not restrictive.

11. Documents Establishing Eligibility and Qualification of the Bidder

11.1. Pursuant to BDS, 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.

11.2. The documentary evidence of the bidder's eligibility to bids shall establish to the satisfaction of the procuring agency 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".

11.3. The documentary evidence of the bidder's qualifications to perform the contract if its bid is accepted shall establish to the satisfaction of procuring agency that:

11.3.1. the bidder has the financial, technical, and supply/production capability necessary to perform the Contract, meets the qualification criteria specified in BDS.

11.3.2. that the bidder meets the qualification criteria listed in the Bids Data Sheet.

12. Form of Bid

12.1. The bidder shall fill the Form of Bid furnished in the bidding documents. The Bid Forms must be completed without any alterations to its format and no substitute shall be accepted.

13. Bids Prices

13.1. The Bids Prices quoted by the bidder in the Forms of Bid and in the price schedule shall conform to the requirements specified or exclusively mentioned hereafter in the bidding document.

13.2. All items in the Schedule of Requirements must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced and neither explicitly mentioned, their prices shall be construed to be included in the prices of other items.

13.3. The Bid price to be quoted in the Forms of Bid shall be the total price of the bid, excluding any discounts offered.

13.4. The bidder shall indicate on the appropriate Price Schedule, the unit prices (where applicable) and total bid price of the services, it proposes to provide under the contract.

13.5. Prices quoted by the bidder shall be fixed during the currency 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, unless otherwise price adjustment is permissible under Conditions of the Contract. (May be reviewed)

14. Price Adjustment

14.1. Price adjustment shall not be applicable.

14.2. Procuring agency may increase the remuneration of the human resources involved in non-consultancy services on annual basis as per agreement.

14.3. Procuring agency shall incorporate the provisions to allow wage rate in compliance with Federal Government's minimum wage notification, subject to the applicability in that case.

15. Bids Currencies

15.1. Prices shall be quoted in Pakistani Rupees unless otherwise specified in the BDS.

16. Bid Validity Period

16.1. Bid(s) shall remain valid for the period specified in the BDS after the bid submission deadline prescribed by the Procuring Agency. A Bid valid for a shorter period shall be rejected by the Procuring Agency 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.

17. Bid Security or Bid Securing Declaration

17.1. Unless otherwise specified in the BDS, the bidder shall furnish as part of its bid, in the amount and currency specified in the BDS or Bid Securing Declaration on the format provided in Section VI (Bid Forms) The scanned copy of the Bids Security shall be uploaded in the EPADS v2.0 while submitting bid, whereas the original forms of Bid Security shall be submitted to the procuring agency before the bid submission deadline. The bidder who failed to submit the original bid security before the submission deadline shall be disqualified straightaway.

17.2. The Bid Security or Bid Securing Declaration is required to protect the Procuring Agency against the risk of Bidder's conduct which would warrant the security's forfeiture.

17.3. The Bid Security shall be payable promptly upon written demand by the Procuring Agency in case any of the conditions listed in BDS, GCC and SCC are invoked.

17.4. Unsuccessful Bidders' Bid Security will be discharged or returned as promptly as possible after the award of contract, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Procuring Agency. The Procuring Agency shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, whichever of the following that occurs earliest:

17.4.1. the expiry of the Bid Security;

17.4.2. the entry into force of a procurement contract and the provision of a Performance Guarantee, for the performance of the contract if such a guarantee, is required by the bidding document;

17.4.3. the rejection by the Procuring Agency of all Bids;

17.4.4. the withdrawal of the Bid prior to the deadline for the submission of bids, unless the bidding document stipulate that no such withdrawal is permitted.

17.5. The Bid Security may be forfeited or the Bid Securing Declaration executed:

17.5.1. if a bidder:

17.5.1.1. withdraws its bid during the period of bid validity as specified by the Procuring Agency, and referred by the bidder in the Forms of Bid, except as provided for in the ITBs; or

17.5.1.2. does not accept the correction of errors, or

17.5.2. in the case of a successful bidder fails:

17.5.2.1. **to sign the contract in accordance with SCC; or**

17.5.2.2. **to furnish Performance Guarantee in accordance with BDS and SCC.**

17.6. The bid security shall be valid for a period specified in BDS. Bids with shorter bid security validity period shall be rejected straight away.

18. Alternative Bids by Bidders

18.1. Alternatives will not be considered, unless specifically allowed for in the BDS.

18.2. When alternative times for completion are explicitly invited, a statement to that effect will be included in the BDS and the method of evaluating different time schedules will be described in Evaluation and Qualification Criteria.

19. Withdrawal, Substitution, and Modification of Bids

19.1. Before Bids submission deadline, any bidder may withdraw, substitute, or modify his bid after it has been submitted.

20. Format and Signing of Bids

20.1. The bidder shall prepare and submit his bid with due diligence after carefully reading all the terms and conditions before submission through

EPADS v2.0.

20.2. Any interlineations, erasures, or overwriting shall be valid only if they are signed by the person(s) signing the forms of bid.

D. Submission of Bids

21. **Submission of Bids through EPADS v2.0 before Dead deadline**

21.1. The Technical and Financial Bids as the case may be, shall be submitted in the due portion of the EPADS v2.0, before bid submission deadline. The bid submission option shall be automatically disabled once the deadline is over.

21.2. The Procuring Agency may, under exceptional circumstances and at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents. In such a case, all rights and obligations of the Procuring Agency and the Bidders that were previously subject to the original deadline shall thereafter be subject to the revised deadline.

E. Opening and Evaluation of Bids

22. **Opening & Evaluation of Bids by the Procurement Cell/Evaluation Committee**

22.1. The Procuring Agencies to constitute odd number Bid Evaluation Committee for the purpose of bid opening and evaluation of all procurements. As per Rules 29 & 30 of Public Procurement Rules, 2004, The Procuring Agency is required to establish a Procurement Cell/Evaluation Committee which shall Evaluate the Bids in accordance with the evaluation criteria, terms and conditions given in the bidding documents.

23. **Opening of Bids**

23.1. The Bid Evaluation Committee of the Procuring Agency will open all bids through EPADS, 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 attendance sheet as proof of their attendance.

23.2. The bids shall be opened one at a time, and the following read out and recorded: (a) the name of the bidder; (c) the presence of a bid security, if required; and (d) any other details as the procuring agency may consider appropriate.

23.3. No bid will be rejected at the time of bid opening except for bids whose bid security has not been provided to the procuring agency before submission deadline.

23.4. The procuring agency shall prepare minutes of the bid opening. The record of the bid opening shall include, as a minimum: the name of the bidder and the bid price, if applicable.

24. Confidentiality

24.1. 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 person(s) not officially concerned with such process, until the time of the announcement of the respective evaluation report.

24.2. Any effort by a bidder to influence the procuring agency processing of bids or award decision may result in the rejection of his bid.

25. Preliminary Examination of Bids

25.1. Prior to the detailed evaluation of bids, the procuring agency will determine whether each bid:

25.1.1. meets the eligibility criteria defined in **BDS**;

25.1.2. has been prepared as per the format and contents defined by the procuring agency in the bidding document;

25.1.3. is accompanied by the required securities; and

25.1.4. is substantially responsive to the requirements of the bidding document.

25.2. The procuring agency will confirm that the documents and information specified under **BDS, GCC and SCC** have been provided in the bids. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Bidders, the bids shall be rejected.

25.3. If a bid is not substantially responsive, it will be rejected by the procuring agency and may not subsequently be evaluated for complete technical responsiveness.

26. Examination of Terms and Conditions, Technical Evaluation

26.1. The procuring agency shall evaluate the technical aspects of the bids submitted in accordance with **BDS**, to confirm that all requirements specified in **Evaluation Criteria, Technical Specifications and Schedule of Requirements**, prescribed in the bidding document have been met without material deviation or reservation.

26.2. If after the examination of the terms and conditions and the technical evaluation, the procuring agency determines that the bid is not substantially responsive in accordance with BDS, it shall reject the bids.

27. Correction of Errors

27.1. Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -

27.1.1. if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the procuring agency 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;

27.1.2. 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

27.1.3. where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

27.1.4. Where there is discrepancy between grand total of price schedule and amount mentioned on the Forms of bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.

27.2. The amount stated in the bid will be adjusted by the procuring agency in accordance with the above procedure for the correction of errors and, with the concurrence of the bidder that shall be considered as binding upon the bidder. If the Bidder does not accept the corrected amount, his bid will then be rejected, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed.

28. Conversion to Single Currency

28.1. As per Rule 30 of Public Procurement Rules, 2004.

29. Evaluation of Bids

29.1. The procuring agency shall evaluate bids in accordance with Rule 30 of Public Procurement Rules, 2004 and compare only those bids determined to be substantially responsive.

29.2. In evaluating the Technical Bids of each Bidder, the Procuring Agency shall apply the evaluation criteria and methodologies specified in the Bid Data Sheet (BDS) and in accordance with the Statement of Requirements and Technical Specifications. No other evaluation criteria or methodologies shall be permitted.

29.3. In case of tie of bids, the bidders shall be provided an opportunity to offer their best and final monetary offer through EPADS. However, in no case the rates shall be higher than the original financial bids.

29.4. The Procuring agency evaluation of a bid will take into account:

29.4.1. 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;

29.4.2. price adjustment for correction of arithmetic errors in accordance with **ITB 6**;

29.5. converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with **ITB 7**;

29.6. 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.

29.7. If these bidding documents allow bidders to quote separate prices for different lots, and the award to a successful 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**.

30. Determination of Most Advantageous Bids

30.1. Selection technique will be adopted for determining the Successful Bid in accordance with the criteria referred in the **BDS** or prescribed in the separate section titled as Evaluation Criteria.

31. Abnormally Low Financial Bids

31.1. Procuring agency may reject a bid if it 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, such that it raises material concerns on the part of the procuring agency, as to the ability of the bidder to perform the procurement contract satisfactorily for the offered price.

A procuring agency shall not reject a bid as abnormally low under sub-clause (1) above unless the procuring agency -

31.1.1. requested in writing through EPADS from the bidder a written clarification of his bid, including a detailed price analysis of his bid price in relation to the subject matter of the procurement contract, scope, methodology, schedule, allocation of risks and responsibilities and any other requirements of the bidding document; and

31.1.2. having taken account, the information provided by the bidder in response to a request under paragraph (a) and the information included in the bid, the procuring agency determines that the bidder has failed to demonstrate its ability to perform the procurement contract satisfactorily for the offered price.

The procuring agency shall promptly communicate to the bidder concerned its decision to reject the bid, including the reasons for the decision.

32. Rejection of Bids

32.1. As per Rule 33 of the Public Procurement Rules, 2004

33. Single Responsive Bid

33.1. The procuring agency may consider single responsive bid subject to underlying conditions of Rule 38(b) of the Public Procurement Rules, 2004.

34. Arbitration

34.1. As per Rule 49 of Public Procurement Rules, 2004.

F. Award of Contract

43. Criteria of Award

43.1. The procuring agency will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding document and who has been declared as most advantageous Bid.

44. Procuring Agency's Right to reject All Bids

44.1. The procuring agency reserves the right to reject all the Bids and to annul the procurement process at any time prior to acceptance of the bid(s), without thereby incurring any liability to the affected bidder(s).

44.2. Notice of the rejection of all bids shall be given promptly to all bidders that have submitted the bids. The procuring agency shall upon request communicate to any bidder the grounds for the rejection of his bid, but is not required to justify those grounds.

45. Notification of Award

45.1. Prior to the award of contract, the procuring agency shall issue a Final Evaluation Report giving justification for acceptance or rejection of the bids.

45.2. Bidder whose bid has been accepted, will be notified for the award by the Procuring Agency prior to expiration of the Bid Validity period through EPADS. The Letter of Acceptance will state the sum that the procuring agency will pay the successful bidder in consideration for the execution of the scope of works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).

45.3. The notification of award will constitute the formation of the Contract, subject to the condition that bidder furnish the Performance Guarantee and signing of the contract.

46. Signing of Contract

46.1. Promptly after notification of award, Procuring Agency shall send the successful bidder the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract. The successful bidder and the procuring agency shall sign the contract.

47. Performance Guarantee

47.1. After the receipt of the Letter of Acceptance, the successful bidder, within the specified time, shall deliver to the Procuring Agency 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.

47.2. Failure of the successful bidder to comply with the requirement of **BDS, SCC and GCC** shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the procuring agency may make the award to the next ranked bidder or call for new bids.

48. Corrupt & Fraudulent Practices

48.1. Procuring Agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/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

53. Constitution of Grievance Redressal

53.1. Procuring agency shall constitute a Grievance Redressal Committee (GRC) comprising of an 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.

54. GRC Procedure

54.1. Any aggrieved party or bidder as the case may be, may file grievance in accordance with Rule 48 of the Public Procurement Rules, 2004 and Redressal of Grievance Regulations, 2022

H. Blacklisting/ Debarment

55. Procedure for Blacklisting/Debarment

55.1. The procuring agency may initiate blacklisting proceedings against contractor/supplier in accordance with Rule-19 of the Public Procurement

Rules, 2004 , Mechanism for Blacklisting, Debarment Regulations, 2024 and Regulation on “procedure for filling and disposal of review petition under rule-19(3) of the Public Procurement Rules, 2004.





Bid Data Sheet

Bids Data Sheet (BDS)

The following specific data for the procurement of Non-Consultancy Services to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

BDS Clause Number

ITB Number

Amendments of, and Supplements to, Clauses in the Instruction to Bidders

A. Introduction

BDS Clause Number 1

Name of Procuring Agency: **Maintenance Division-I (Capital Development Authority (CDA))**

The subject of procurement is: **Repair/Maintenance of House No. 18-H, School Road, F-6/3, Islamabad**

Expected commencement date: **Thursday, October 1, 2026**

BDS Clause Number 2

Financial year for the operations of the Procuring Agency: **2026-27**

Name and identification number of the Contract: **P103117**

BDS Clause Number 3

JV/Consortium or Association Allowed: **No**

Number of JV/Consortium Members: **Nil**

B. Bidding Documents

BDS Clause Number 4

The Bidders may seek clarifications through **EPADS v2.0**: Clarification Date: Thursday, September 10, 2026

BDS Clause Number 5

Any addendum, in case issued, shall be published on **Maintenance Division-I (Capital Development Authority (CDA))** website and on **EPADS v2.0**.

BDS Clause Number 6

List of documents required along with the bid: No

BDS Clause Number 7

The qualification criteria to establish the supply / production capability of the bidder.

see Eligibility Criteria

BDS Clause Number 8

Services and Their related documents:

See section Required Services and Scope of Work

BDS Clause Number 9

Price schedule will be provided according to the format defined and acquired.

see section price schedule.

BDS Clause Number 10

Specifications:

see section of specifications.

C. Preparation of Bids

BDS Clause Number 11

The price shall be **Fixed**.

BDS Clause Number 12

Currency of the Bids shall be : **PKR**

BDS Clause Number 13

The Bids/Bid Validity period shall be: **90 Days**

BDS Clause Number 14

The amount of Bid Security shall be as defined in Bid Security Section for items and lots given in **BDS 6**

The Bid Security shall be in the form of: **Pay Order**

BDS Clause Number 15

The Bids security shall be valid for twenty-eight (28) days beyond the expiry of the Bids validity period specified in the bidding documents, for example the bid validity is 90 days so the bid security shall be valid for $90+28 = 118$ days.

BDS Clause Number 16

Alternative Bids to the requirements of the bidding documents will not be permitted.

D. Submission of Bids

BDS Clause Number 17

Bid shall be submitted online on EPADS v2.0 whereas hard copy of the bid security should be submitted to the following;

Room # 154, First Floor, Old Naval HQ, Sector G-6., Islamabad Capital Territory

Bids that are not submitted on EPADS v2.0 shall be disqualified.

The deadline for Bids submission is: **Tuesday, September 15, 2026 10:30 AM**

E. Opening and Evaluation of Bids

BDS Clause Number 18

The Bids opening shall take place on **EPADS v2.0**.

Day : **Tuesday**

Date: **Tuesday, September 15, 2026**

Time : **11:00 AM**

BDS Clause Number 19

Selection technique adopted will be: **Least Cost Based Selection (LCBS)**
see *Evaluation Criteria*

F. Award of Contract

BDS Clause Number 20

The Performance guarantee shall: **10.00%**.

The Performance Guarantee shall be acceptable in the form of: **Bank Guarantee**

21.

51.1

Arbitrator shall be appointed by mutual consent of the both parties.

G. Review of Procurement Decisions

BDS Clause Number 22

Grievance against this procurement shall be submitted online on EPADS v2.0.

Eligibility Criteria

Bidder's Type	Required Registration
Individual / Individual Consultant	NADRA CITIZENSHIP (CNIC/NICOP)
Sole Proprietorship	FBR (NTN)
Partnership Firm	FBR (GSTN)
Company (Private Limited)	PEC
Company (Public Limited)	

Eligibility Criteria	Document
Valid PEC Registration along with relevant category	Yes
Public Limited and Private Limited companies must provide SECP Registration	Yes

Evaluation Criteria

Least Cost Based Selection (LCBS)



Required Services

Positions Without Lots :

Position	Delivery Schedule	Quantity	Bid Security
Repair/Maintenance of House No. 18-H, School Road, F-6/3, Islamabad	Address: Room # 154, First Floor, Old Naval HQ, Sector G-6., Islamabad Capital Territory Schedule: 27 Days Quantity: 1/job	1/job	400500 PKR

Related Services :

No



Services Specifications

Positions Without Lots :

Position: Repair/Maintenance of House No. 18-H, School Road, F-6/3, Islamabad

Specifications / Requirements:

S. No	Description	Unit	Qty	Rate	__EMPTY	Amount
	Cost of work based on MRS, 1st, BI-Annual 2026 Rwp.					
1	Dismantling cement concrete plain 1:2:4	Cum	5.496459926	6310.05		34682.93696
2	Dismantling cement concrete reinforced seprateing reinforcement from concrete, cleaning and straightening the same.	Cum	4.528887001	10325.55		46763.24917
3	Dismantaling brick work in lime or cement mortar	Cum	21.25531011	2438		51820.44605
4	Dismentalling glazed or encaustic tiles etc	Sqm	359.8369238	402		144654.4434
5	Excavation in foundation building, Bridges and other structures including back filling, dressing refilling in layers around the structure exvated earth watering and ramming lead upto one chain (30 m) lift upto 5 feet (1.5 m) by manual in ordinary soil.	Cum	5.333333333	603.55		3218.933333

S. No	Description	Unit	Qty	Rate	__EMPTY	Amount
6	Cement concrete plain including placing, compacting, finishing and curing complete (including screening and washing of stone aggregate) Ratio 1:4:8	Cum	1.333333333	12562.85		16750.46667
7	Pacca brick work in foundation and plinth in cement sand mortar, Ratio 1:6	cum	2.44424384	13758.15		33628.27339
8	Providing and laying damp proof courses of cement concrete 1:2:4 (using cement, sand , shingle) including bitumen coating, with one coat bitumen and one coat polythene sheet 500 guage, 2" thick (50mm)	Sqm	3.159618959	1433.45		4529.155797
9	Cement concrete plain including placing, compacting, finishing and curing complete (including screening and washing of stone aggregate), Ration 1:2:4	Cum	27.42849051	16945.35		464785.3717
10	Pacca brick work in ground floor, cement sand mortar, Ratio 1:6	Cum	19.21792693	14121.45		271384.9943
11	Reinforced cement concrete nominal mix 1:2:4 type C in roof slab, beam, coloumn lintels grinders and other structural members laid in situ or precast laid in position, or prestressed members cast in situ, complete in all respects.	Cum	1.537276975	26726.65		41086.26367

S. No	Description	Unit	Qty	Rate	__EMPTY	Amount
12	Fabrication of mild steel reinforcement for cement concrete including cutting bending in position making joints and fastening including cost of binding wire and labour charges for binding of steel reinforcement. deformed bars (Grade-40) fastening also removal of rust from bars.	kg	147.771098	279.85		41353.74178
13	Cement Plaster 1:6 upto 20' (6.00mm) height 1/2" (13mm) thick	Sqm	314.9739777	496.55		156400.3286
14	Providing laying testing and commission of POLYPROPYLENE RANDOM COPOLYMER (PPRC PN-20 pipe) water supply pipe with specific pressure rating PN and confirming to DIN 8077-8078 code ic cost of solvent specials making jharries complete in all respect as approved					0
	¾" dia (25mm)	Mtr	85.33983542	327		27906.12618
	1½" dia (40mm)	Mtr	60.9570253	792.95		48335.87321
15	P/F, testing and commissioning of u-PVC Nikasi/waste pipe of Dadex/popular/Beta or equivalent, plain / socket code EN 1329 of Specification (SDR) i/c the cost of Specials and solvents complete all respect, approved E-incharge. (Type-A)					0

S. No	Description	Unit	Qty	Rate	__EMPTY	Amount
	82 mm (3") dia	Mtr	27.73544651	526.8		14611.03322
	110 mm (4") dia	Mtr	44.80341359	834.15		37372.76745
16	Providing and laying superb quality ceramic tile dado of master / stile brand or approved equivalent manufactures of specific size Gloosy Mat /Texture skirting / dado of approved color and shade as per approved design with adhesive bond over 1/2" thick (1:2) cement sand plaster i/c the cost of sealer for finishing the joints i/c cutting, grinding complete in all respects & as approved & directed by the Engineer Incharge. 12"x18" / 12"x24" / 10"x24" / 8"x24" / 12"x36"	Sqm	65.06366171	3305.05		215038.6551
17	Providing and laying superb quality Porcelain matt tiles 600mm x 1200mm flooring of MASTER brand of specified size in approved design color and shade with adhesive / bond over 3"/4" thick (1:3) cement plaster i/c the cost of sealer for finishing the joints i/c cutting, grinding complete in all respects & as approved & directed by the Engineer Incharge.	Sqm	316.6784665	5201.7		1647266.379

S. No	Description	Unit	Qty	Rate	__EMPTY	Amount
18	Providing and laying superb quality Porcelain matt tiles 600mm x 600mm flooring of MASTER brand of specified size in approved design color and shade with adhesive / bond over 3"/4" thick (1:3) cement plaster i/c the cost of sealer for finishing the joints i/c cutting, grinding complete in all respects & as approved & directed by the Engineer Incharge.	Sqm	36.43494424	4659.4		169764.9792
19	Providing and fitting one piece european coupled set of water closet (WC) and flushing cistern of PORTA brand (full size) i/c the cost of CP rubber connection thimble normal seat cover and rawal bolts complete in all respects	Each	4	55051.1		220204.4
20	Providing and fitting glazed earthen ware water closet (White) European type, i/c double seat and cover of plastic.	Each	1	25332.3		25332.3
21	Providing and fitting glazed earthen ware (White with pedestal) wash hand basin/vanity 56x40 cm (22"x16") including bracket set waste coupling, waste pipe and etc.	Each	5	12051.55		60257.75

S. No	Description	Unit	Qty	Rate	__EMPTY	Amount
22	Providing and fixing CP bath room set made of sonex/master/Faisal comprising of 3 No tee stop cocks levers type bason mixer double bib cock open wall shower muslim shower except waste coupling & bottle trap etc complete in all respects	Each	6	34229		205374
23	Providing and fixing stainless steel sink with a drain board size 120x60 cm (48"x24")including bracket set waste pipe and waste coupling	Each	1	15806.95		15806.95
24	Providing and fixing chromium plated mixing valve for wash hand basin sink or shower	Each	1	3950		3950
25	Proving and fitting glazed earthen ware water closet (White) squatter type (Orrisa pattern), combined with foot rest i/c plastic made low down flushing cistern 13.63 liter (3 gallons) capacity including bracket set copper connection etc	Each	2	12633.2		25266.4
26	Providing and fixing chromium plated bib cock 1.5 cm (1/2")	Each	2	1588		3176

S. No	Description	Unit	Qty	Rate	__EMPTY	Amount
27	Proving and fixing all types of glazed aluminium windows of anodised powder coated partly fixed and partly sliding using deluxe section of approved manufacture having frame size of 100x30mm (4"x1-1/4") and leaf frame section of 50x20mm (2"x3/4") all of 1.6mm thickness including 5mm thick imported tinted glass with rubber gasket using approved standard latches	Sqm	19.00557621	14230.1		270451.25
28	Providing and fixing aluminium fly screen comprising of fiber/aluminium wire gauze (Malasian) fixed in aluminium frame of approved manufacture /powder coated of size 1-1/2"x 1/2" and 1.6 mm thick with rubber gasket i/c cost of hardware as approved and directed by E/Incharge, complete.	P.Sqm	9.502788104	5792.05		55040.62384
29	Plain (deodar) wood work sawn wrought and fixed in position including cost of nails and screws etc	Cum	0.375543755	460620.5		172983.1523

S. No	Description	Unit	Qty	Rate	__EMPTY	Amount
30	Providing and fixing 1st class solid (Deodar wood Door thick 40mm)wood wrought joinery in panelled or panelled and glazed doors and windows of specific thickness with 1" thick solid wood panels with step and 1-1/2" x 2-1/2" i/c the cost of tower bolt and handles (except beading around panel, door lock, sliding bolt & chowkat etc) complete as approved and direction of E/incharge.	Sqm	46.97653346	30138.6		1415806.951
31	First class deodar wood framing 1x 1/2" (40mm) thick with wire gauze fixed in posotion wrought joinery in wire gauze doors and windows with 22 SWG G.I wire gauze 12x12 meshes pe square inches (5x5 per cm) without springs or springs hinges	Sqm	14.44075279	15292.1		220829.4357

S. No	Description	Unit	Qty	Rate	__EMPTY	Amount
32	Providing and fixing 24" Deep Box type Wardrobe consisting of 3/4" thick UV coated MDF board(Medium density Fiber board) Sheet both side glazed shutters and box comprising of 3/4" thick laminated MDF sheet i/c the cost of 1mm thick PVC tape duly hot pressed on all edges of the shutters / panels / drawers etc., with machine i/c the cost of self closing blum type hinges, handles, screws, Glue and rawal plugs, Drawers & locking arrangement complete in all respect as approved and directed by Engineer Incharge.	Sqm	45.97072491	14383.1		661201.5334
33	Removing paint or varnish from wall	Sqm	746.6542751	174.75		130477.8346
34	Providing and applying wall putty of 2mm thickness over plastered surface to prepare the surface even and smooth complete in all respects	Sqm	746.6542751	62		46292.56506
35	Preparing surface and painting surface emulsion paint					0
	a) first coat	Sqm	746.6542751	189.45		141453.6524
	b) 2nd coat each subsequent coat	Sqm	746.6542751	146.5		109384.8513

S. No	Description	Unit	Qty	Rate	__EMPTY	Amount
36	Preparing surface and lacquar polish (Glossy Finish) to reveal wooden grains by application of multiple coats of wood sealer sand papering with different no, of sand papers and lacquar to make glossy surface finish i/c the cost of cotton thinner wood, sealer, complete in all respects	Sqm	87.09967472	3153.35		274655.7593
37	Providing and applying weather shield paint of approved quality on extended surface of building including preparation of surface application of primer complete on old surface.	Cum	802.8810409	298.95		240021.2872
38	Providing and applying 15-20 micron thich high density (40 gm/m2) palin/self adhesive Super polyshield combined reinforced (polystar and fiberglass) fabric membrance for water proofing applied over a layer of hot bitumen (grade 60/70) @ 8 kg/100 Sft and sandwiched with a 2nd layer of bitumen @ 8kg/100 Sft (grade 60/70) duly sand blended i/c preparation of surface complete in all respects as approved and directed by Engineer incharge.	Sqm	429.3680297	1231.8		528895.539

S. No	Description	Unit	Qty	Rate	__EMPTY	Amount
39	Providing & laying 1" thick terrazo tile for specified colour & size (2'x2'x1") full body best quality with minimum 5000 psi in aproved design with adhesive bond over 3/4" thick 1:3 cement plaster including the cost of sealer for finishing the joint i/c cutting,grinding,filling,rubbing, complete in all respect as approved by E/Incharge. (without polishing).	sqm	360.0371747	4842.6		1743516.022
40	Providing and fixing imported mortise lever handle lock with back plate (Machine, cylinder, lever handles pair and back plate pair of approved quality design and finish including cost of all accessories to complete the job as shown on drawing, specification, complete in all respect as approved by E/Incharge.	Each	21	4569.55		95960.55
	Cost of work based on Non schedule Rates					
1	Cleaning and Scraping roof surface and removal of existing material i/c repair of cracks with strip of Fibre glass and bitumen A-10 reshaping slopes with premix sand bitumen, removal / disposal of all debris as directed.	Sqm	429.3680297	95		40789.96283

S. No	Description	Unit	Qty	Rate	__EMPTY	Amount
2	Supply & fix, Kitchen Floor / Sink Floor Cabinet, 600mm wide and 862mm high with 1st Class Soft wood frame, 19mm thick MDF board shutter, drawers incl all necessary Chromium plated (Cp) mongery, RCC Slab, 25mm thick white / colored marble slab, complete. as per direction.	Metre	5.790917403	32500		188204.8156
3	Supply & fix, Kitchen Wall Cabinet, 381mm wide and 610mm high, 19mm thick MDF board shutter complete as per direction incl all necessary CP mongery fixture and deodar wood edging provided to door cabinets.	Metre	3.047851265	19860		60530.32612
4	Supply & fix, Mirror, any shape and pattern, 5mm thick, edges ground, complete, all as specified	Sqm	4.182156134	3022		12638.47584
5	Supply and fix, Casted grating CP, 150mm x 150mm	Each	17	1323		22491
6	S/F 12mm thick plate glass partition/door in any size i/c all necessary accessories i.e pivot machine, handle lock etc.	Sqm	7.481412639	18053		135061.9424

S. No	Description	Unit	Qty	Rate	__EMPTY	Amount
7	Providing & fixing Grill of MS Hollow Pipe consisting of 1" x ½" 18 gauge outer frame of ½" x ½" x 18 gauge, MS pipe fixed vertically @ 6" c/c and 2 Nos. horizontal pipes as per design including the cost of welding, carriage and fixing complete as per directions of Engineer-in-Charge.	Sqm	19.00557621	7555		143587.1283
8	Manholes, complete, rectangular or circular as described, not exceeding 600mm deep from invert to surface of cover, incl main channel, set in CM 1:1, 230 mm thick brick walls.asted grating CP, 150mm x 150mm	Cum	1.401869159	63467		88972.42991
9	P/F of shed made of tensile sheet and frame made of 3" M.S pipe vertical post of 6" dia pipe complete in all respect i/c painting etc. as approved by the Engineer Incharge.	Sqm	74.34944238	17191		1278141.264
10	P/F of Marble Tywantine 10" x 36" 15mm thick best quality i/c cost of fixing with chemical dry bond, folding, carrage, filling groves, grinding and polsihing complete as per direction.	Sqm	92.00743494	8885		817486.0595

S. No	Description	Unit	Qty	Rate	__EMPTY	Amount
11	P/F of MS Gate frame made of MS Pipe 1.5"x2" (16 gauge) frame and panell filled with sheet 16 gauge incl spprting bar at back side 1/2"x1" , 16 gauge including vicket gate MS track of Angle iron 2"x2"x1/4" and steel bar ½" dia, 3 Nos MS Wheel /Pulley (Heavy duty) under Gate, MS bow for Mechanical use and locking arrangement at back and front side with one coat of red oxide and two coats of Synthetic Enemal Paint or polsihing, carriage up to site complete in all respect as per drawing /design and instruction of Engineer in Charge.	Sqm	13.01115242	21590		280910.7807
12	Load "Materials" (like Excavated soil / rock ,demolished bricks bats bricks sand and bitumen etc) by any means upto 1000 meters or apart thereof unload and stack or spread.	Cum	110	1250		137500

Scope of Work

As per BOQ



Price Schedule

For Individual Positions

#	Position Title	Quantity	Unit Price (PKR)	Total Price (PKR)	Delivery Location	Delivery Period / Year	Country of Origin
1							
2							

For Lots

#	Lot Title	Total Lot Price (PKR)	Country of Origin
1	[Lot 1 Title]		





General Conditions of Contract

A. General

1. Definitions

1.1. Unless the context otherwise requires, the following terms whenever used in this Contract shall have the same meaning and shall be interpreted as indicated

1.1.1. “Applicable Law” means the laws and any other instruments having the force of law in the Government’s Country, or in such other country as may be specified in the Special Conditions of the Contract (SC), as they may be issued and in force from time to time;

1.1.2. “The Contract” means an agreement enforceable by law;

1.1.3. “The Contract Price” means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations;

1.1.4. “The Services” means the work to be performed by the Contractor pursuant to this Contract and as prescribed in the Specifications and Schedule of Activities included in the Contractor’s Bid;

1.1.5. “Ancillary Services” means those services ancillary to the provision of Services, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Contractor covered under the Contract;

1.1.6. “GCC” means the General Conditions of Contract contained in this section;

1.1.7. “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;

1.1.8. “Day” means calendar day unless indicated otherwise;

1.1.9. “Effective Date” means the date on which this Contract comes into force and effect;

1.1.10. “The Contractor” means the individual or corporate body whose Bids to provide the Services has been accepted by the Procuring Agency;

1.1.11. “The Project Site,” where applicable, means the place or places named in Bid Data Sheet and technical Specifications;

1.1.12. “Government” means the Government of Pakistan;

1.1.13. “Local Currency” means the currency of Pakistan;

1.1.14. “In Writing” means communicated in written form with proof of receipt;

1.1.15. “Completion Date” means the date of completion of the Services by the Contractor as certified by the Procuring Agency;

1.1.16. “Foreign Currency” means any currency other than the currency of the country of the Procuring Agency;

1.1.17. "Party" means the Procuring Agency or the Contractor, as the case may be, and "Parties" means both of them;

1.1.18. "Service" means any object of procurement other than goods or works;

1.1.19. "Subcontractor" means any entity to which the Bidder subcontracts any part of the Services.

2. Applicable Law

2.1. The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC.

3. Language

3.1. The Contract as well as all correspondence and documents relating to the Contract exchanged between the Contractor and the Procuring Agency, shall be written in the **English language** unless otherwise stated in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.

4. Notices

4.1. Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the SCC.

5. Location

5.1. The Services shall be performed at such locations as the Procuring Agency may approve and as specified in SCC.

6. Authorized Representatives / Authority of Member in charge

6.1. Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring Agency or the Contractor may be taken or executed by the officials specified in the SCC.

B. Commencement, Completion, Modification, and Termination of Contract

7. Effectiveness of Contract

7.1. This Contract shall come into effect on the date the Contract is signed by both parties and such other later date as may be stated in the SCC.

8. Commencement of Services

8.1. The Contractor shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.

9. Program schedule

9.1. Before commencement of the Services, the Contractor shall submit to the Procuring Agency for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.

10. Starting Date/Expiration Date

10.1. The Contractor shall start carrying out the Services Five (05) days after the date the Contract becomes effective, or at such other date as may be specified in the SCC.

10.2. Unless terminated earlier pursuant to Clause **GCC 14** hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.

11. Entire Agreement

11.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

12. Modification

12.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any modification(s) or variation(s) made by the other Party.

12.2. In cases of any modification(s) or variation(s), the prior written consent of the Procuring Agency is required.

13. Force Majeure

13.1. Definition

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Contractor and which makes a Contractor's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

13.2. No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

13.3. Extension of Time

Any period within which a Contractor shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

13.4. Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Contractor shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

14. Termination

14.1. By the Procuring Agency

The Procuring Agency may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause. In such an occurrence the Procuring Agency shall give at least thirty (30) calendar days' written notice of termination to the Contractor in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e);

14.1.1. If the Contractor fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension;

14.1.2. If the Contractor becomes (or, if the Contractor consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

14.1.3. If the Contractor fails to comply with any final decision reached as a result of arbitration proceedings;

14.1.4. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

14.1.5. If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;

14.2. By the Contractor

The Contractor may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Procuring Agency, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

14.2.1. If the Procuring Agency fails to pay any money due to the Contractor pursuant to this Contract and not subject to dispute within forty-five (45) calendar days after receiving written notice from the Contractor that such payment is overdue;

14.2.2. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

14.2.3. If the Procuring Agency fails to comply with any final decision reached as a result of arbitration;

14.2.4. If the Procuring Agency is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Bidder may have subsequently approved in writing) following the receipt by the Procuring Agency of the Contractor's notice specifying such breach.

C. Obligations of the Contractor

15. General

15.1. Standard of Performance

15.1.1. The Contractor shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Contractor shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Procuring Agency, and shall at all times support and safeguard the Procuring Agency's legitimate interests in any dealings with the third parties;

15.1.2. The Contractor shall employ and provide such qualified and experienced Experts and Sub-Contractors as are required to carry out the Services.

15.2. Law Applicable to Services

The Contractor shall perform the Services in accordance with the Contract and in accordance with the Law of Pakistan and shall take all practicable steps to ensure that any of its Experts and Sub-Bidders, comply with the Applicable Law.

16. Conflict of Interests

16.1. Contractor Not to Benefit from Commissions and Discounts

The remuneration of the Contractor shall constitute the Contractor's sole remuneration in connection with this Contract or the Services, and the Contractor shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Contractor shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

16.2. Contractor and Affiliates Not to be Otherwise Interested in Project

The Contractor agree that, during the term of this Contract and after its termination, the Contractor and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

16.3. Prohibition of Conflicting Activities

Neither the Bidder nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- 16.3.1. during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;
- 16.3.2. during the term of this Contract, neither the Contractor nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;
- 16.3.3. after the termination of this Contract, such other activities as may be specified in the SCC.

17. Insurance to be Taken Out by the Contractor

17.1. The Contractor(a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Sub-contractors', as the case may be) own cost but on terms and conditions approved by the Procuring Agency, insurance against the risks, and for the coverage, as shall be specified in the SCC; and (b) at the Procuring Agency's request, shall provide evidence to the Procuring Agency showing that such insurance has been taken out and maintained and that the current premiums have been paid.

18. Contractor's Actions Requiring Procuring Agency's Prior Approval

18.1. The Contractor shall obtain the Procuring Agency's prior approval in writing before taking any of the following actions:

- 18.1.1. appointing such members of the Personnel not provided by the Contractor;
- 18.1.2. changing the Program of activities; and
- 18.1.3. any other action that may be specified in the SCC.

19. Reporting Obligations

19.1. The Contractor shall submit to the Procuring Agency the reports and documents in the numbers, and within the periods as prescribed by the Procuring Agency.

20. Liquidated Damages

20.1. Payments of Liquidated Damages

The Contractor shall pay liquidated damages to the Procuring Agency at the rate per day stated in the SCC for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the SCC. The Procuring Agency may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

20.2. Correction for Over-payment

If the Intended Completion Date is extended after liquidated damages have been paid, the Procuring Agency shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in SCC.

20.3. Lack of performance penalty

If the Contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, a penalty for Lack of performance will be paid by the Contractor. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as specified in the Contractor

21. Performance Guarantee

21.1. Within the time stipulated in the acceptance letter from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in shape and amount **specified in SCC**.

21.2. The proceeds of the Performance Guarantee shall be payable to the Procuring agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

21.3. The Performance Guarantee shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring agency and shall be in the acceptable form as specified in **SCC**.

21.4. The Performance Guarantee will be discharged by the Procuring agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise **specified in SCC**.

22. Sustainable Procurement

22.1. The Contractor shall conform to the sustainable procurement contractual provisions, if and as specified in the **SCC**.

D. Contractor's Personnel

23. Description of Personnel

23.1. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Contractor's Key Personnel. The Key Personnel listed by title as well as by name are hereby approved by the Procuring Agency.

24. Removal and / or Replacement of Personnel

24.1. Except as the Procuring Agency may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Contractor, it becomes necessary to replace any of the Key Personnel, the Contractor shall provide as a replacement a person of equivalent or better qualifications.

24.2. If the Procuring Agency finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Contractor shall, at the Procuring Agency's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Procuring Agency.

24.3. The Contractor shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

E. Obligations of the Procuring Agency

25. Change in the Applicable Law

25.1. If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Contractor, then the remuneration and reimbursable expenses otherwise payable to the Contractor under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred in the SCC.

26. Services and Facilities

26.1. The Procuring Agency shall make available to the Contractor and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference, at the times and in the manner specified in the Terms of Reference.

26.2. In case that such services, facilities and property shall not be made available to the Contractor, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Contractor for the performance of the Services, (ii) the manner in which the Contractor shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Contractor as a result thereof.

F. Payments to the Contractor

27. Contract Price

27.1. The price payable shall be in Pakistani Rupees unless otherwise specified in the SCC.

28. Terms and Conditions of Payment

28.1. Payments will be made to the Contractor according to the payment schedule stated in the SCC and as per actual invoice submitted by the Contractor.

28.2. Unless otherwise stated in the SCC, the advance payment shall be made against the provision by the Contractor of a bank guarantee for the same amount, and shall be valid for the period stated in the SCC. Any other payment shall be made after the conditions listed in the SCC for such payment have been met, and the Contractor have submitted an invoice to the Procuring Agency specifying the amount due.

29. Quality Control Identifying Defects

29.1. The principle and modalities of Inspection of the Services by the Procuring Agency shall be as indicated in the SCC. The Procuring Agency shall check the Contractor's performance and notify him of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Procuring Agency may instruct the Contractor to search for a Defect and to uncover and test any service that the Procuring Agency considers may have a Defect. Defect Liability Period is as defined in the SCC.

30. Correction of Defects, and Lack of Performance Penalty

30.1. The Procuring Agency shall give notice to the contractor of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.

30.2. Every time notice a Defect is given; the contractor shall correct the notified Defect within the length of time specified by the Procuring Agency's notice.

30.3. If the contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, the Procuring Agency will assess the cost of having the Defect corrected, the contractor will pay this amount, and a Penalty for Lack of Performance.

31. Settlement of Disputes Amicable Settlement

31.1. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

32. Dispute Settlement

32.1. Arbitration

If any dispute of any kind whatsoever shall arise between the procuring agency and the contractor in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the contract, the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference even after negotiations or mediation, then the dispute shall be referred within fourteen (14) days in writing by either party to the Arbitrator, with a copy to the other party.

Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with **GCC sub-clause 32.1**, shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Contract. Arbitration proceedings shall be conducted in accordance with Arbitration Act 1940. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless otherwise agreed. The Procuring Agency shall continue to pay the Contractor any undisputed amounts due under the Contract during the resolution of any dispute.



Special Conditions of Contract

SECTION VIII. SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

Number of GC Clause

Amendments of, and Supplements to, Clauses in the General Conditions of Contract

Definitions

The Procuring Agency is: Maintenance Division-I (Capital Development Authority (CDA)), Deputy Director Room # 154, First Floor, Old Naval HQ, Sector G-6., Islamabad Capital Territory

The Supplier is:

The title of the subject procurement is: Repair/Maintenance of House No. 18-H, School Road, F-6/3, Islamabad

Number of GC Clause 2

Applicable/Governing Law:

The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan

Number of GC Clause 3

Language:

The language of the Contract, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be in **English**.

Number of GC Clause 4

Notices:

The addresses for the notices are:

Procuring Agency:

Maintenance Division-I (Capital Development Authority (CDA)), Deputy Director
Room # 154, First Floor, Old Naval HQ, Sector G-6., Islamabad Capital Territory
+92-333-526-6485
asifkhadim@hotmail.com

Contractor/ Bidder:

[Name, address and telephone number].

The Contractor/ Bidder's Representative(s)

[Name, address, telephone number and e-mail address]

Number of GC Clause 6.1

The Authorized Representatives are:

For the Procuring Agency:

Maintenance Division-I (Capital Development Authority (CDA)), Deputy Director
Room # 154, First Floor, Old Naval HQ, Sector G-6., Islamabad Capital Territory
+92-333-526-6485
asifkhadim@hotmail.com

For the Bidder:

Name:

Designation:

Address:

Number of GC Clause 7

Effectiveness of the contract

The Contractor/Bidder shall be effective within days from the date of signature of the Contract by both parties

Number of GC Clause 8

Commencement of Contract:

The Contractor/ Bidder shall provide Non-Consultancy Services from the effective date of contract.

Number of GC Clause 10.2

Expiration of Contract:

The time period shall be

Number of GC Clause 14

Termination

In the event of termination of the contract due to any reason as already defined in the General Conditions of Contract, the Bidder shall be responsible for providing to the Authority the Services till the time of alternate arrangements.

Number of GC Clause 16

Conflict of Interest:

The Procuring Agency reserves the right to determine on a case-by-case basis whether the Bidder should be disqualified from providing services due to a conflict of a nature described in Clause GCC C2.

Number of GC Clause 20

Liquidated Damages

If the Bidder fails to provide services as required under the contract or in case of any data loss/data breach or any incident compromising the data security or other such failures related to any services, the Bidder shall pay to the Procuring Agency as Liquidated Damages at a rate of **1.00% to 10.00%** of the Contract value, in accordance with the extent of performance failure & the cost of investigating such incidents as judged by the Authority.

Number of GC Clause 21

Performance Guarantee:

The amount of performance guarantee shall be 10.00% of the contract price in acceptable form of Bank Guarantee

Number of GC Clause 27

Currency of Payment:

All the payment to be released to the contractor/Bidder shall be in Pakistani Rupees.

Number of GC Clause F

Payment terms:

Payment will be made to the Bidder against the procured Goods and services according to the actual invoice or running bills submitted by the Bidder against the services provided within the time given in the conditions of the contract.

Number of GC Clause F

Identifying Defects:

The Authority reserves the right at any time to inspect the premises of the provider to inspect the goods and monitor the goods being provided.

Number of GC Clause F 5 & 6

Following is the guidance for Dispute Resolution

- i. If any dispute of any kind whatsoever shall arise between the Authority and the Bidder in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and the execution of the Contract – whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within 14 (fourteen) days following a notice sent by one Party to the other Party in this regard.
- ii. At future of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of the both parties.
- iii. At the event of failure of mediation to resolve the dispute relating to this contract such dispute shall finally be resolved through binding Arbitration by sole arbitrator in accordance with Arbitration Act 1940. The arbitrator shall be appointed by mutual consent of the both parties. The Arbitration shall take place in Islamabad, Pakistan and

proceedings will be conducted in English language.

iv. The cost of the mediation and arbitration shall be shared by the parties in equal proportion however the both parties shall bear their own costs and lawyer's fees regarding their own participation in the mediation and arbitration. However, the Arbitrator may make an award of costs upon the conclusion of the arbitration making any party to the dispute liable to pay the costs of another party to the dispute.

v. Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after completion of the contract.

Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Authority shall pay the Bidder any monies due to the Bidder.

Arbitrator's fee:

The fee shall be specified in Pak Rupees, as determined by the Arbitrator, which shall be shared equally by both parties.

Appointing Authority for Arbitrator:

By the Mutual Consent or in accordance with the provisions of Arbitration Act, 1940, in case the parties fail to reach a consensus on the name of sole arbitrator, any party may submit an application to the Chief Justice Islamabad High Court for appointment of sole arbitrator. The Chief Justice IHC may appoint a former judge of any High Court or Supreme Court as the sole arbitrator to resolve the dispute between the parties.

Rules of procedure for arbitration proceedings:

Any dispute between the Authority and a Bidder who is a national of the Islamic Republic of Pakistan arising in connection with the present Contract shall be referred to adjudication or arbitration in accordance with the laws of the Islamic Republic of Pakistan including Arbitration Act 1940, however above provision shall prevail in referring the case to the Arbitrator.

Place of Arbitration and Award:

The arbitration shall be conducted in English language and place of arbitration shall be at Islamabad. The award of the arbitrator shall be final and shall be binding on the parties.



Bid Securing Declaration

Form 9: Bid Securing Declaration

Date: *[insert date (as day, month and year)]*

Bid No.: **P103117**

To: **Maintenance Division-I (Capital Development Authority (CDA)), Deputy Director Room # 154, First Floor, Old Naval HQ, Sector G-6., Islamabad Capital Territory**

We, the undersigned, declare that:

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

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

1. have withdrawn or modified our Bid during the period of Bid Validity specified in the Form of Bid;
2. Disagreement to arithmetical correction made to the Bid price; or
3. having been notified of the acceptance of our Bid by the Procuring Agency during the period of Bid Validity, (i) failure to sign the contract if required by Procuring Agency to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the Bidding Documents.

We understand this Bid Securing Declaration shall expire if we are not the successful

Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight (28) days after the expiration of our Bid.



Contract Form

SECTION IX: CONTRACT FORMS

THIS AGREEMENT made the ____ day of _____ 20____ between **Maintenance Division-I (Capital Development Authority (CDA)), Deputy Director Room # 154, First Floor, Old Naval HQ, Sector G-6., Islamabad Capital Territory**

(hereinafter called “the Procuring Agency”) of the one part and [name of Bidder] of [city and country of Bidder] (hereinafter called “the Bidder”) of the other part:

WHEREAS the Procuring Agency invited Bids for provision of goods, viz., **Repair/Maintenance of House No. 18-H, School Road, F-6/3, Islamabad (P103117)** and has accepted a Bids by the Bidder for the provision of Goods in the sum of [contract price in words and figures] (hereinafter called “the Contract Price”).

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

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

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

1. This form of Contract;
2. the Form of Bids and the Price Schedule submitted by the Bidder;
3. the Schedule of Requirements;
4. the Technical Specifications;
5. the Special Conditions of Contract;
6. the General Conditions of the Contract;
7. the Procuring Agency’s Letter of Acceptance; and
8. [add here: any other documents]

3. In consideration of the payments to be made by the Procuring Agency to the Bidder as hereinafter mentioned, the Bidder hereby covenants with the Procuring Agency to provide the Goods related services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Procuring Agency hereby covenants to pay the Bidder in consideration of the provision of Goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

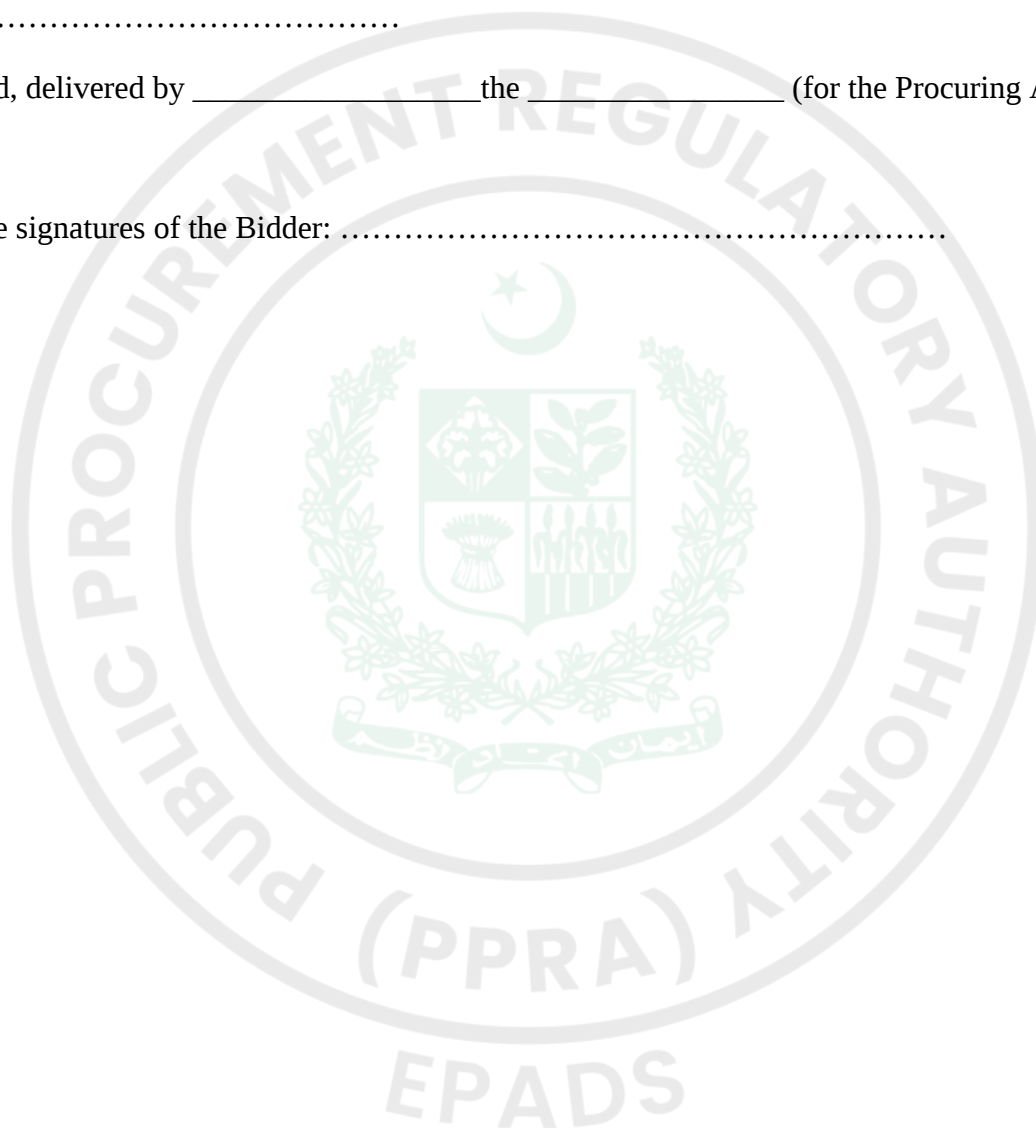
Signed, sealed, delivered by _____ the _____ (for the Procuring Agency)

Witness to the signatures of the Procuring Agency:

.....

Signed, sealed, delivered by _____ the _____ (for the Procuring Agency)

Witness to the signatures of the Bidder:





Integrity Pact

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: Contract

Value: Contract Title:

Dated:

[Name of Supplier] 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 Supplier] 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 Supplier] 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 Supplier] 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 Supplier] 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 Supplier] 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.



Performance Guarantee Form

Performance Guarantee Form

To: **Maintenance Division-I (Capital Development Authority (CDA)), Deputy Director Room # 154, First Floor, Old Naval HQ, Sector G-6., Islamabad Capital Territory**

WHEREAS *[name of Bidder]* (hereinafter called “the Bidder”) has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated *[insert date]* for provision of Goods(hereinafter called “the Contract”).

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

AND WHEREAS we have agreed to give the Bidders guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Bidder, up to a total of *[amount of the guarantee in words and figures]*, and we undertake to pay you, upon your first written demand declaring the Bidder to be in default under the Contract and without cavil or argument, any sum or sums within the limits of *[amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the: *[insert date]*

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]





Annexure

Abstract of Cost

Financial Submission (Vendor)

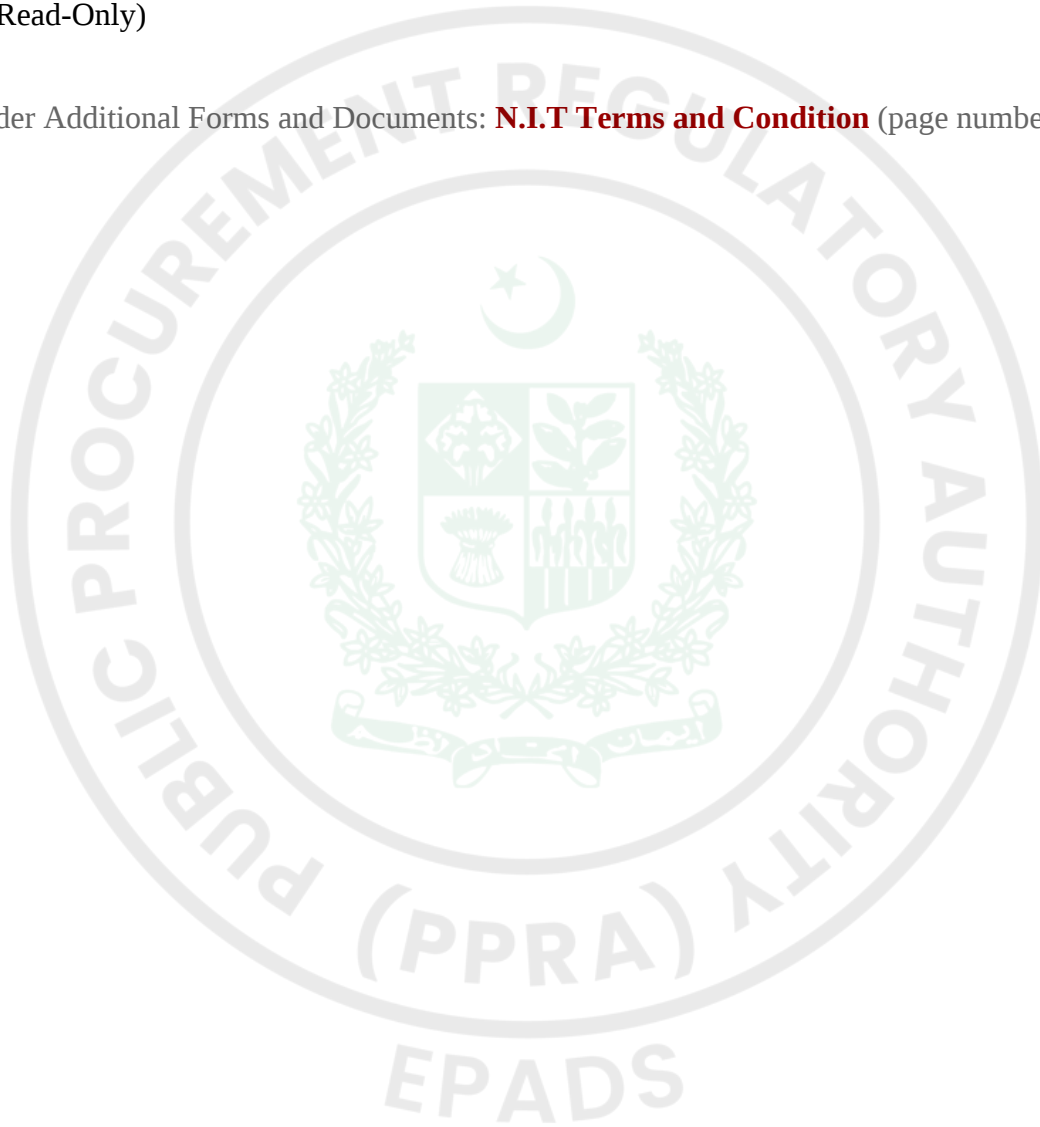
Document Required

See Form Under Additional Forms and Documents: **Abstract of Cost** (page number: 81)

N.I.T Terms and Condition

Information (Read-Only)

See Form Under Additional Forms and Documents: **N.I.T Terms and Condition** (page number: 82)





Procurement Forms

Historical Contract Non-Performance, and Pending Litigation and Litigation History

See Form Under Additional Forms and Documents: **Historical Contract Non-Performance, and Pending Litigation and Litigation History** (page number: 156)







Additional Forms and Documents

CAPITAL DEVELOPMENT AUTHORITY
(Maintenance Division-I)

Name of work:- **REPAIR / MAINTENANCE OF HOUSE # 18-H SCHOOL**
ROAD,
F-6/3, ISLAMABAD.

1. Cost of work based MRS-1st BI-Annual-2026 (Rwp) **Rs. 10,137,693/-**
_____ % (Above/below) Rs. _____/-
Total:- Rs. _____/-
2. Cost of work based on NSR **Rs.3,206,314/-**
_____ % (Above/below) Rs. _____/-
Total:- **Rs. _____/-**
- Total:- Rs. _____/-

Signature of Contractor

Name of firm/contractor _____

Address of firm/contractor _____

Earnest money Rs. _____ (_____)
_____)

Call deposit No.& date: _____

Name of bank from issued _____

Deputy Director
Maintenance Division-I

Note:-

1. Bidders are required to give only on percentage above/below the NIT cost in figures as well as in words.
2. The rate offered by the bidder / firm shall be considered firm and final and inclusive of all taxes during the contract period.

CAPITAL DEVELOPMENT AUTHORITY
(Maintenance Division-I)

N.I.T

Name of work;- **REPAIR / MAINTENANCE OF HOUSE # 18-H, SCHOOL
ROAD, F-6/3, ISLAMABAD.**

NIT Amount:- Rs. **13,344,007/-**

Bid Security:- Rs. **400,500/-**

Completion period:- ()

**Deputy Director
Maintenance Division-I**

CERTIFICATE

Certificate that this NIT / Bidding document consists of
pages as under:-

Volume- _____ Page:-01 to _____ Page-
(Contains pages from one to _____ only)

1. Instruction of Bidder & Bidding Data.
2. Form of Bid & Schedule to Bid including BOQ.
3. Conditions of Contract & Contract Data.
4. Standard Forms.
5. Specifications.
6. Drawings, if any.

**Deputy Director
Maintenance Division-I**

(2)

CAPITAL DEVELOPMENT AUTHORITY
(Maintenance Division-I)

Name of work: **REPAIR / MAINTENANCE OF HOUSE # 18-H, SCHOOL**
ROAD, F-6/3, ISLAMABAD.

NIT Amount:- Rs. **13,344,007/-**

Bid Security:- Rs. **400,500/-**

Dy. Director Maint-I

*N.I.T approved for Rs. **13,344,007/-** (Rupees thirteen million three
hundred forty-four thousand seven only)*

Director Maintenance



INVITATION FOR BIDS

(4)

INVITATION FOR BIDS (IFB)

FOR

Subject: **REPAIR / MAINTENANCE OF HOUSE # 18-H, SCHOOL ROAD, F-6/3, ISLAMABAD.**

The Capital Development Authority invites sealed bids from eligible firms licensed by Pakistan Engineering Council with a valid registration certificate in appropriate category for the year 2026 who can prove their eligibility and qualification as mentioned in the bidding documents for the captioned project. The NIT cost of the project is

Rs.13,344,007

1. Bidding documents, containing detailed terms and conditions, method of procurement procedure for submission of bids, bids security, bid validity, opening of bid, evaluation criteria, clarification / rejection of bid, performance guarantee etc. are available for the interested bidders in the office of Dy. Director Maintenance Division-I, room No.154 Old Naval Headquarter G-6, Islamabad, being cost of the bidding documents along with bid security amounting to **Rs.400,500/-** in favour of Dy. Director Maintenance Division-I, room No.154 Old Naval Headquarter G-6, Islamabad CDA as mentioned in the bidding documents during working hours till dated. - -2026.

No application will be received after given date and time.

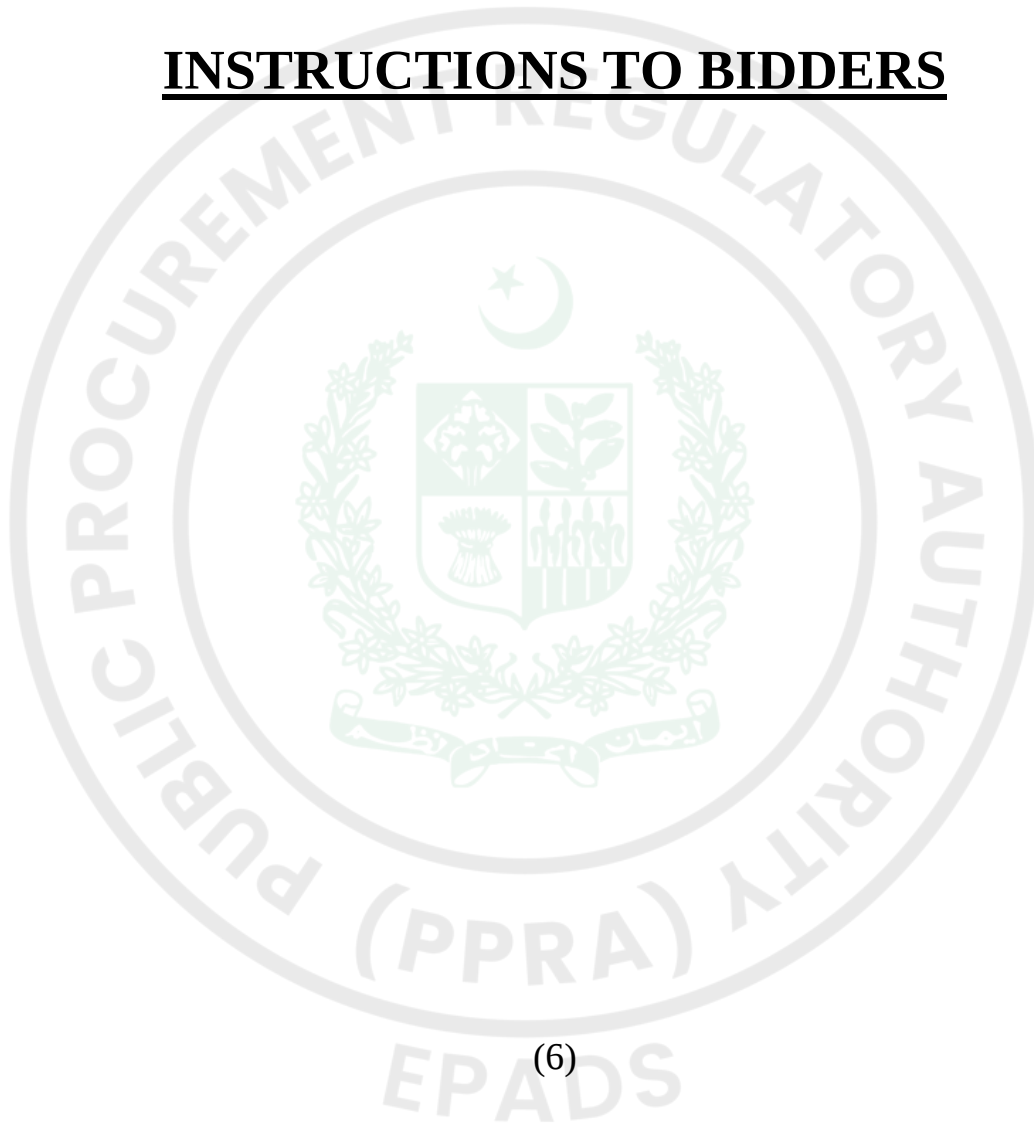
2. The bids, prepared in accordance with the instructions in the bidding documents, must reach at Director Maintenance, Room No.152 Old Naval Headquarter G-6, Islamabad, on before 11:00 AM, on - -2025. The bid will be opened on 12:00 Noon on same date in the presence of bidder's authorized representatives who choose to attend.

3. **The advertisement is also available on CDA and PPRA's website.**

**Deputy Director
Maintenance Division-I**

(5)

INSTRUCTIONS TO BIDDERS



(6)

SUMMARY OF CONTENTS

- (I) INVITATION FOR BIDS
- (II) INSTRUCTIONS TO BIDDERS & BIDDING DATA
- (III) FORM OF BID & SCHEDULES TO BID
- (IV) CONDITIONS OF CONTRACT & CONTRACT DATA
- (V) STANDARD FORMS
- (VI) SPECIFICATIONS
- (VII) DRAWINGS

TABLE OF CONTENTS **INSTRUCTIONS TO BIDDERS**

Clause No.	Description	Page No.
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INSTRUCTIONS TO BIDDERS

(Note: These Instructions to Bidders (IB) alongwith Bidding Data will not be part of Contract and will cease to have effect once the Contract is signed).

A. GENERAL

IB.1 Scope of Bid & Source of Funds

1.1 Scope of Bid

The Employer as defined in the Bidding Data (hereinafter called “the Employer”) wishes to receive Bids for the Works summarized in the Bidding Data (hereinafter referred to as “_____”). Bidders must quote for the complete scope of work. Any Bid covering partial scope of work will be rejected as non-responsive.

1.2 Source of Funds

Funds to be provided by Federal Govt. under Maintenance Grant Head as per policy.

IB.2 Eligible Bidders

2.1 Bidding is open to all firms and persons meeting the following requirements:

- a) duly licensed by the Pakistan Engineering Council (PEC) in the appropriate category for value of Works.

IB.3 Cost of Bidding

3.1 The bidder shall bear all costs associated with the preparation and submission of its bid and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. BIDDING DOCUMENTS

IB.4 Contents of Bidding Documents

4.1 In addition to Invitation for Bids, the Bidding Documents are those stated below, and should be read in conjunction with any Addendum issued in accordance with Sub-Clause IB.6.1.

1. Instructions to Bidders & Bidding Data
2. Form of Bid & Schedules to Bid Schedules to Bid comprise the following:
 - (i) Schedule A: Schedule of Prices
 - (ii) Schedule B: Specific Works Data
 - (iii) Schedule D: Proposed Programme of Works
 - (iv) Schedule E: Method of Performing Works
 - (v) Schedule F: Integrity Pact
3. Conditions of Contract & Contract Data
4. Standard Forms:
 - (i) Form of Bid Security
 - (ii) Form of Performance Security
 - (iii) Form of Contract Agreement
 - (iv) Form of Bank Guarantee for Advance Payment

5. Specifications

6. Drawings, if any

IB.5 Clarification of Bidding Documents

- 5.1 A prospective bidder requiring any clarification(s) in respect of the Bidding Documents may notify the Engineer/Employer at the Employer's/Engineer's address indicated in the Bidding Data.
- 5.2 The Engineer/Employer will respond to any request for clarification which it receives earlier than ten (10) days prior to the deadline for the submission of Bids. Copies of the Engineer / Employer's response will be forwarded to all prospective bidders, at least five (5) days prior to dead line for submission of Bids, who have received the Bidding Documents including a description of the enquiry but without identifying its source.

IB.6 Amendment of Bidding Documents

- 6.1 At any time prior to the deadline for submission of Bids, the Employer may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by issuing addendum.
- 6.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub Clause 6.1 hereof, and shall be communicated in writing to all purchasers of the Bidding Documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the Employer.
- 6.3 To afford prospective bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer may at its discretion extend the deadline for submission of Bids.

(10).

C. PREPARATION OF BIDS

IB.7 Language of Bid

7.1 The bid prepared by the bidder and all correspondence and documents relating to the Bid, exchanged by the bidder and the Employer shall be written in the English / Urdu language, provided that any printed literature furnished by the bidder may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the Bid, the English translation shall govern.

IB.8 Documents Comprising the Bid

8.1 The bid prepared by the bidder shall comprise the following components:

- (a) Covering Letter
- (b) Form of Bid duly filled, signed and sealed, in accordance with Sub-Clause IB.14.3.
- (c) Schedules (A to F) to Bid duly filled and initialed, in accordance with the instructions contained therein & in accordance with Sub-Clause IB.14.3.
- (d) Bid Security furnished in accordance with Clause IB.13.
- (e) Power of Attorney in accordance with Sub-Clause IB 14.5.
- (f) Documentary evidence in accordance with Clause IB.11
- (g) Documentary evidence in accordance with Clause IB.12

IB.9 Sufficiency of Bid

9.1 Each bidder shall satisfy himself before Bidding as to the correctness and sufficiency of his Bid and of the rates and prices entered in the Schedule of Prices, which rates and prices shall except in so far as it is otherwise expressly provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper completion of the Works.

- 9.2 The bidder is advised to obtain for himself at his own cost and responsibility all information that may be necessary for preparing the bid and entering into a Contract for execution of the Works.

IB.10 Bid Prices, Currency of Bid and Payment

- 10.1 The bidder shall fill up the Schedule of Prices (Schedule A to Bid) indicating percentage above / below of the Works to be performed under the Contract. Prices in the Schedule of Prices shall be entered keeping in view the instructions contained in the Preamble to Schedule of Prices.
- 10.2 Unless otherwise stipulated in the Conditions of Contract, prices quoted by the bidder shall remain fixed during the bidder's performance of the Contract and not subject to variation on any account.
- 10.3 The unit rates and prices in the Schedule of Prices shall be quoted by the bidder in the currency as stipulated in Bidding Data.

IB.11 Documents Establishing Bidder's Eligibility and Qualifications

- 11.1 Pursuant to Clause IB.8, the bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.
- 11.2 Bidder/Manufacturer must possess and provide evidence of its capability and the experience as stipulated in Bidding Data and the Qualification Criteria stipulated in the Bidding Documents.

IB.12 Documents Establishing Works' Conformity to Bidding Documents

- 12.1 The documentary evidence of the Works' conformity to the Bidding Documents may be in the form of literature, drawings and data and the bidder shall furnish documentation as set out in Bidding Data.
- 12.2 The bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers, if any, designated by the Employer in the Technical Provisions are intended to be descriptive only and not restrictive.

IB.13 Bid Security

- 13.1 Each bidder shall furnish, as part of his bid, at the option of the bidder, a Bid Security in the amount stipulated in Bidding Data in Pak. Rupees in the form of Deposit at Call or a Bank Guarantee issued by a Scheduled Bank in Pakistan in favour of the Employer valid for a period up to twenty eight (28) days beyond the bid validity date.
- 13.2 Any bid not accompanied by an acceptable Bid Security shall be rejected by the

Employer as non-responsive.

- 13.3 The bid securities of unsuccessful bidders will be returned upon award of contract to the successful bidder or on the expiry of validity of Bid Security whichever is earlier.
- 13.4 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security, pursuant to Clause IB.21 and signed the Contract Agreement, pursuant to Sub-Clauses IB.20.2 & 20.3.
- 13.5 The Bid Security may be forfeited:
 - (a) if a bidder withdraws his bid during the period of bid validity; or
 - (b) if a bidder does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) hereof; or
 - (c) in the case of a successful bidder, if he fails to:
 - (i) furnish the required Performance Security in accordance with Clause IB.21, or
 - (ii) sign the Contract Agreement, in accordance with Sub-Clauses IB.20.2 & 20.3.

IB.14 Validity of Bids, Format, Signing and Submission of Bid

- 14.1 Bids shall remain valid for the period stipulated in the Bidding Data after the date of bid opening.
- 14.2 All Schedules to Bid are to be properly completed and signed.
- 14.3 No alteration is to be made in the Form of Bid except in filling up the blanks as directed. If any alteration be made or if these instructions be not fully complied with, the bid may be rejected.
- 14.4 Each bidder shall prepare Original and number of copies specified in the Bidding Data of the documents comprising the bid as described in Clause IB.8 and clearly mark them “ORIGINAL” and “COPY” as appropriate. In the event of discrepancy between them, the original shall prevail.
- 14.5 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign (in the case of copies, Photostats are also acceptable). This shall be indicated by submitting a written Power of Attorney authorising the signatory of the bidder to act for and on behalf of the bidder. All pages of the bid shall be initialed and official seal be affixed by the person or persons signing the bid.

- 14.6 The Bid shall be delivered in person or sent by registered mail at the address to Employer as given in Bidding Data

D. SUBMISSION OF BID

IB.15 Deadline for Submission, Modification & Withdrawal of Bids

- 15.1 Bids must be received by the Employer at the address/provided in Bidding Data not later than the time and date stipulated therein.
- 15.2 Bids submitted through telegraph, telex, fax or e-mail shall not be considered.
- 15.3 Any bid received by the Employer after the deadline for submission prescribed in Bidding Data will be returned unopened to such bidder.
- 15.4 Any bidder may modify or withdraw his bid after bid submission provided that the modification or written notice of withdrawal is received by the Employer prior to the deadline for submission of bids.
- 15.5 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security pursuant to Sub-Clause IB.13.5(a).

E. BID OPENING AND EVALUATION

IB.16 Bid Opening, Clarification and Evaluation

- 16.1 The Employer will open the bids, in the presence of bidders' representatives who choose to attend, at the time, date and location stipulated in the Bidding Data.
- 16.2 The bidder's name, Bid Prices, any discount, the presence or absence of Bid Security, and such other details as the Employer at its discretion may consider appropriate, will be announced by the Employer at the bid opening. The Employer will record the minutes of the bid opening. Representatives of the bidders who choose to attend shall sign the attendance sheet.
- Any Bid Price or discount which is not read out and recorded at bid opening will not be taken into account in the evaluation of bid.
- 16.3 To assist in the examination, evaluation and comparison of Bids the Engineer/Employer may, at its discretion, ask the bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted.
- 16.4 (a) Prior to the detailed evaluation, pursuant to Sub-Clauses IB.16.7 to 16.9, the Engineer/Employer will determine the substantial responsiveness of each bid to

the Bidding Documents. For purpose of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations. It will include to determine the requirements listed in Bidding Data.

- (b) Arithmetical errors will be rectified on the following basis:

If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the words and figures the amount in words shall prevail. If there is a discrepancy between the Total Bid price entered in Form of Bid and the total shown in Schedule of Prices-Summary, the amount stated in the Form of Bid will be corrected by the Employer in accordance with the Corrected Schedule of Prices.

If the bidder does not accept the corrected amount of Bid, his Bid will be rejected and his Bid Security forfeited.

- 16.5 A Bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the bidder by correction of the non-conformity.
- 16.6 Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation may be waived by Employer, provided such waiver does not prejudice or affect the relative ranking of any other bidders.
- 16.7 The Engineer/Employer will evaluate and compare only the bids previously determined to be substantially responsive pursuant to Sub-Clauses IB.16.4 to 16.6 as per requirements given hereunder. Bids will be evaluated for complete scope of works. The prices will be compared on the basis of the Evaluated Bid Price pursuant to Sub-Clause 16.8 herein below.

(a) Technical Evaluation

It will be examined in detail whether the Works offered by the bidder complies with the Technical Provisions of the Bidding Documents. For this purpose, the bidder's data submitted with the bid in Schedule B to Bid will be compared with technical features/criteria of the Works detailed in the Technical Provisions. Other technical information submitted with the bid regarding the Scope of Work will also be reviewed.

(b) Commercial Evaluation

It will be examined in detail whether the bids comply with the commercial/contractual conditions of the Bidding Documents. It is expected that no material deviation/stipulation shall be taken by the bidders.

16.8 Evaluated Bid Price

In evaluating the bids, the Engineer/Employer will determine for each bid in addition to the Bid Price, the following factors (adjustments) in the manner and to the extent indicated below to determine the Evaluated Bid Price:

- (i) making any correction for arithmetic errors pursuant to Sub-Clause 16.4 hereof.
- (ii) making an appropriate price adjustment for Deviations in terms of Payments (if any and acceptable to the Employer).
- (iii) discount, if any, offered by the bidders as also read out and recorded at the time of bid opening.

16.9 Evaluation Methods

Pursuant to Sub-Clause 16.8, Para (ii), and (iii) following evaluation methods for price adjustments will be followed:

- (i) **Price Adjustment for Technical Compliance** The cost of making good any deficiency resulting from technical non compliance will be added to the Corrected Total Bid Price for comparison purposes only. The adjustments will be applied taking the highest price quoted by other bidders being evaluated in detail in their original Bids for corresponding item. In case of non availability of price from other bidders, the price will be estimated by the Engineer/Employer.
- (ii) **Price Adjustment for Commercial Compliance** The cost of making good any deficiency resulting from any quantifiable variations and deviations from the Bid Schedules and Conditions of Contract, as determined by the Engineer/Employer will be added to the Corrected Total Bid Price for comparison purpose only. Adjustment for commercial compliance will be added to the Corrected Total Bid Prices.

- (iii) Price Adjustment for Deviation in Terms of Payments Refer to Bidding Data

IB.17 Process to be Confidential

- 17.1 Subject to Sub-Clause IB.16.3 heretofore, no bidder shall contact Engineer/Employer on any matter relating to its Bid from the time of the Bid opening to the time the bid evaluation result is announced by the Employer. The evaluation result shall be announced at least ten (10) days prior to award of Contract. The announcement to all bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated.
- 17.2 Any effort by a bidder to influence Engineer/Employer in the Bid evaluation, Bid comparison or Contract Award decisions may result in the rejection of his Bid. Whereas, any bidder feeling aggrieved may lodge a written complaint not later than fifteen (15) days after the announcement of the bid evaluation result, however, mere fact of lodging a complaint shall not warrant suspension of procurement process.

F. AWARD OF CONTRACT

IB.18. Post Qualification

- 18.1 The Employer, at any stage of the bid evaluation, having credible reasons for or prima facie evidence of any defect in supplier's or contractor's capacities, may require the suppliers or contractors to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not:
- Provided that such qualification shall only be laid down after recording reasons therefor in writing. They shall form part of the records of that bid evaluation report.
- 18.2 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 bidders' qualifications submitted under Clause IB.11, as well as such other information required in the Bidding Documents.

IB.19 Award Criteria & Employer's Right

- 19.1 Subject to Sub-Clause IB.19.2, the Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such bidder has been determined to be qualified to satisfactory perform the Contract in accordance with the provisions of Clause IB.18.
- 19.2 Not with standing Sub-Clause IB.19.1, the Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any Contract, without thereby incurring any liability to the affected bidders or any obligation

to inform the affected bidders of the grounds for the Employer's action except that the grounds for its rejection of all bids shall upon request be communicated, to any bidder who submitted a bid, without justification of the grounds. Notice of the rejection of all the bids shall be given promptly to all the bidders.

IB.20 Notification of Award & Signing of Contract Agreement

- 20.1 Prior to expiration of the period of bid validity prescribed by the Employer, the Employer will notify the successful bidder in writing ("Letter of Acceptance") that his bid has been accepted.
- 20.2 Within seven (7) days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Employer will send the successful bidder the Form of Contract Agreement provided in the Bidding Documents, incorporating all agreements between the parties.
- 20.3 The formal Agreement between the Employer and the successful bidder shall be executed within seven (7) days of the receipt of Form of Contract Agreement by the successful bidder from the Employer.

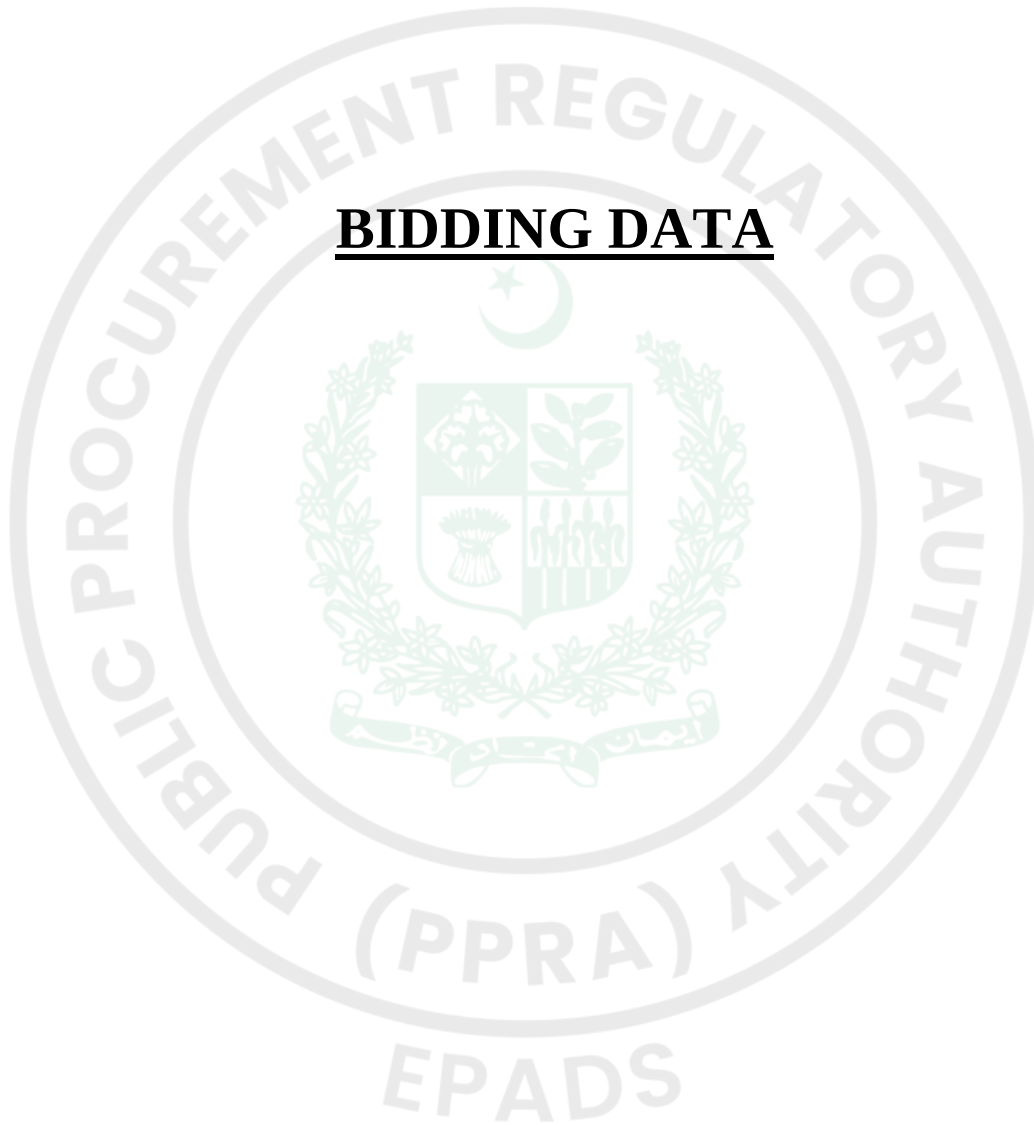
IB.21 Bank Guarantee

- 21.1 The successful bidder shall furnish to the Employer a Bank Guarantee in the form and the amount stipulated in the Conditions of Contract within a period of fourteen (14) days after the receipt of Letter of Acceptance.
- 21.2 Failure of the successful bidder to comply with the requirements of Sub-Clauses IB.20.2 & 20.3 or 21.1 or Clause IB.22 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

IB.22 Integrity Pact

The Bidder shall sign and stamp the Form of Integrity Pact provided at Schedule-F to Bid in the Bidding Document for all Federal Government procurement contracts exceeding Rupees ten (10) million. Failure to provide such Integrity Pact shall make the bid nonresponsive.

BIDDING DATA



(19)

BIDDING DATA

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

Reference to Instruction to tender	Bidding Data
IB-1 1.1	Name and address of the employer: The Chairman, Capital Development Authority CDA, Complex, Block-IV, Suharwardhy Road, Sector G-7/4, Islamabad. Name of the Project & summary of the works <u>REPAIR / MAINTENANCE OF HOUSE # 18-H SCHOOL ROAD, F-6/3,</u> <u>ISLAMABAD.</u>
IB-1 1.2	Source of funds Maintenance Grant
IB-2 2.2	Eligible bidders: Add new sub Clause-2.2 as follows:- Bidders shall provide such evidences of their eligibility satisfactory to the employer as the employer shall responsibly request.
IB-5 5.1 5.2	Clarification of bidding documents: Employers address: The Chairman, Capital Development Authority CDA, Complex, Block-IV, Suharwardhy Road, Sector G-7/4, Islamabad. Engineer's address D.G (Services) Capital Development Authority, Old Naval Headquarters, Sector G-7/4, Islamabad. Time limit for clarification: 07 days instead of 10 days prior to the deadline for submission of Tender / bid.
IB-7 7.1	Bid Language English

IB.8 8.1	Documents Comprising the Tenders The bidding documents, in addition to invitation for bid, are those stated below and should be read in conjunction with any addenda issued. • Invitation for bids • Bidding documents • Instructions to bidders • Bidding Data / schedule to bid • Bill of quantities • Form of bid security • Form of performance security • Form of contract agreement • Forms of Mobilization advance Guarantee (N.A) • Conditions of contract, Part-I • Specifications-(to be arranged / procured by the bidder) • Drawings
IB-10 10.3	Currency of bid and payment: Bid be quoted in Percentage on Schedule & Non schedule items separately by the bidder entirely in Pak Rupees. The employer shall make payment only in Pak Rupees and foreign currency payments are admissible. A bidder expecting to incur expenditure in other currencies for inputs to the works supplied from outside the Employee's country shall bear all costs and risks for arranging the requirements of such currencies through his own resources.
IB-10 10.4 10.5	Bid prices, currency of bid and payment Add the following paragraphs: The estimated unit rates and total amounts are provided for each item in the bill of quantities by the Employer. The bidder is required to officer premium above or below the total estimated cost separately for schedule items at the place provided for the purpose in the summary of bill of quantities / schedule of prices. Add the following paragraphs: The bidder, by the act of submitting a bid, acknowledgment that he has inspected the site of works and determined the general characteristics and conditions. The employer will not assume any responsibility for information interpretations and deductions the bidder may make from the information furnished by the employer or the engineer. No verbal agreement or conversation with any office, employee or agent of the employer or the engineer either before during or after the execution of the contract shall effect or modify any of the terms or obligations contained in the contract. The attention of the bidder is drawn to the fact that local regulations require

16.9	Bid) iii). Completion period offered is within specified limits. iv). The bidder / manufacture is eligible to bid and possesses the requisite experience capability and qualification. v). The bid does not deviate from basic technical requirements and vi). The bids are general in order etc. PRICES ADJUSTMENT Price adjustment is not applicable in this contract.
IB-21 21.3	Add the following paragraphs; The performance security shall be equal to an amount of 10% of the contract price or as stated in the letter of acceptance. Such security shall be in the form of either (a) unconditional, irrevocable bank guarantee from a bank located outside Pakistan acceptable to the employer or b) Unconditional, irrevocable bank guarantee by a schedule bank of Pakistan or. c). Bank guarantee from any insurance company for a period till 28 days after the date of issue of Defect liability period.
IB-23 23.1	Alternate proposals by bidders Alternate proposals by bidders are not invited. Bidders will only quote for the bidding design / drawing.
IB-24 24.1	Pre-bid meeting Pre-bid meeting are not valid.
IB-25 25.1	Site visits The bidder or his authorized representative shall visit and inspect the site of the works including the areas and surrounding to be used for contractor's camp, on his own responsibility and at his own expense, and obtain all the information from his own sources, which may be necessary for preparing the bid. The employer may assist but will not take any responsibility for the supply or correctness of the information. The bidder shall before submitting his bid satisfy himself in all respects including the following:- a). The existing facilities in the vicinity of the site of work the hydrological and climatologically conditions, the form and nature of the site of work. b). The quantities and nature of the work and materials necessary for completion of the works. c). The means of access to the site of the work and exit from the site. d). The available accommodation on land for contractor's camp within or outside the site of work. e). All necessary information as to risks, contingencies and

	Other circumstances which may influence or affect the tender f). The type and nature of soil existing in area of work. g). The existing condition at site. Each bidder shall also enquire and satisfy himself as to the source the quantity of supply, sufficiency of and the means of obtaining and transporting all plant material labour fuel water electricity and other matters or things required for or in connection with the works. In preparing the bids, bidders shall also consider his obligation to adequately store all materials and maintain existing facilities and all temporary works during the period of their usage.
	The bidder must make local inquiries as to the physical conditions prevailing at the site and obtain his own information on all matters and things that may in any way influence him in making bid and fixing the rates in the bill of quantities. He must also satisfy himself as to the risks. Obligations and responsibilities to be undertaken in accordance to the contract to be entered into by him should his bid be accepted. The bidder shall make his own investigation, enquiries and assessments on all matters of all conditions of existing constructions at the site and its vicinity to his satisfaction before submitting his bid.



FORM OF BID AND SCHEDULES TO BID

(25)

FORM OF BID
(LETTER OF OFFER)

Bid Reference No. _____

(Name of Works)

To:

Gentlemen,

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Contract Data, Specifications, Drawings, if any, Schedule of Prices and Addenda Nos. _____ for the execution of the above-named Works, we, the undersigned, being a company doing business under the name of and address _____ and being duly incorporated under the laws of Pakistan hereby offer to execute and complete such Works and remedy any defects therein in conformity with the said Documents including Addenda thereto for the Total Bid Price of Rs _____ (Rupees _____) or such other sum as may be ascertained in accordance with the said Documents.
2. We understand that all the Schedules attached hereto form part of this Bid.
3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of _____ drawn in your favour or made payable to you and valid for a period of twenty eight (28) days beyond the period of validity of Bid.
4. We undertake, if our Bid is accepted, to commence the Works and to deliver and complete the Works comprised in the Contract within the time(s) stated in Contract Data.
5. We agree to abide by this Bid for the period of _____ days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.

(26)

7. We undertake, if our Bid is accepted, to execute the Performance Security referred to in Conditions of Contract for the due performance of the Contract.
8. We understand that you are not bound to accept the lowest or any bid you may receive.
9. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid for the Works.

Dated this _____ day of _____, 20

Signature _____

in the capacity of _____ duly authorized to sign bid for and on behalf of

(Name of Bidder in Block Capitals)

(Seal)

Address _____

Witness:

(Signature) _____

Name: _____

Address: _____

[SCHEDULES TO BID INCLUDE THE FOLLOWING:

- Schedule A to Bid: Schedule of Prices
- Schedule B to Bid: Specific Works Data
- Schedule D to Bid: Proposed Programme of Works
- Schedule E to Bid: Method of Performing Works
- Schedule F to Bid: Integrity Pact]

(28)

SCHEDULE - A TO BID

BILL OF QUANTITIES / SCHEDULE OF PRICES

A. Preamble

1. The bill of quantities shall be read in conjunction with the conditions of contract specifications and drawings.
2. The quantities given in the bill of quantities are estimated and provisional and are given to provide a common basis for bidding. The basic of payment will be the actual quantities of work executed and measured by the contractor and verified by the Engineer and valued at the rates and prices entered and prices as the Engineer may fix as per the contract.
3. The rates and prices entered in the priced bill of quantities shall except in so far as it is otherwise provided under the contract include all costs of contract's plant, labour supervision materials execution insurance profit, taxes and duties together with all general risks, liabilities and obligations set out or implied in the contract. Furthermore all duties, taxes and other levies payable by the contractor under the contract, or for any other cause, as on the date 28 days prior to deadline for submission of bids, shall be included in the rates and prices and the total bid price submitted by the bidder.
4. The whole cost of complying with the provisions of the contract shall be included in the items provided in the priced bill of quantities and where no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the work.
5. The estimated unit rates and total amounts are provided for each item in the bill of quantities by the Employer. The bidder is required to offer premium above or below the total estimated cost separately for schedule (MES SOR-2021) and non-schedule items at the place provided for the purpose in the summary of bill of quantities.
6. All duties, taxes and other levies payable by the contractor shall be included in the rates and prices.

CAPITAL DEVELOPMENT AUTHORITY
(Maintenance Division-I)

Name of work:- **REPAIR / MAINTENANCE OF HOUSE # 18-H SCHOOL ROAD,**
F-6/3, ISLAMABAD.

1. Cost of work based MRS-1st BI-Annual-2026 (Rwp)	Rs. 10,137,693/-
_____ % (Above/below)	Rs. _____/-
Total:-	Rs. _____/-
2. Cost of work based on NSR	Rs.3,206,314/-
_____ % (Above/below)	Rs. _____/-
Total:-	<u>Rs. _____/-</u>
Total:-	Rs. _____/-

Signature of Contractor

Name of firm/contractor _____

Address of firm/contractor _____

Earnest money Rs. _____ (_____).

Call deposit No.& date: _____

Name of bank from issued _____

Deputy Director
Maintenance Division-I

Note:-

1. Bidders are required to give only on percentage above/below the NIT cost in figures as well as in words.
2. The rate offered by the bidder /firm shall be considered firm and final and inclusive of all taxes during the contract period.

SCHEDULE OF PRICES

Item No.	Description	Quantity	Unit Rate(Rs)	Total Amount (Rs)
1.				
Total (to be carried to Summary of Bid Price)				

(30)

SCHEDULES –B TO BID

Specific works Data

The work consists of construction as follows:

**REPAIR / MAINTENANCE OF HOUSE # 18-H SCHOOL ROAD,
F-6/3, ISLAMABAD.**

*(Note: The employer shall spell out the information & data required to be filled out by the bidder and to furnish complementary information).

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SCHEDULE – C TO BID

WORKS TO BE PERFORMED BY SUBCONTRACTORS

The bidder will do the work with his own forces except the work listed below which he intends to sub-contract.

Items of Works similar to be Sub-Contracted	Name and address of Sub-Contractors	Statement of works previously executed (attach evidence)
---	--	---

N.A

Note:-

1. No change of Sub-Contractors shall be made by the bidder without prior approval of the Employer.
2. The truthfulness and accuracy of the statement as to the experience of Sub-Contractors is guaranteed by the bidder. The Employer's judgment shall be final as to the evaluation of the experience of Sub-Contractors submitted by the bidder.
3. Statement of similar works shall include description, location & value of works, year completed and name & address of the clients.

SCHEDULE – D TO BID**PROPOSED PROGRAMME OF WORKS**

Bidder shall provide a programme in a bar-chart showing the sequence of work items by which he proposes to complete the Works of the entire Contract. The programme should indicate the sequence of work items and the period of time during which he proposes to complete the Works including the activities like designing, schedule of submittal of drawings, ordering and procurement of materials, manufacturing, delivering, construction of civil works, erection, testing and commissioning of Works to be supplied under the Contract.

SCHEDULE – E TO BID

METHOD OF PERFORMING WORKS

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

- The sequence and methods in which he proposes to carry out the Works, including the number of shifts per day and hours per shift, he expects to work.
- A list of all major items of constructional and erectional plant, tools and vehicles proposed to be used in delivering/carrying out the Works at Site
- The procedure for installation of equipment and transportation of equipment and materials to the site.
- Organization chart indicating head office & field office personnel involved in management, supervision and engineering of the Works to be done under the Contract.

(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 No. _____ Dated _____

Contract Value: _____

Contract Title: _____

..... [name of Supplier] 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 (GoP) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoP through any corrupt business practice. Without limiting the generality of the foregoing, [name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fees 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 consultation 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 Supplier] 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, representation or warranty.

[name of Supplier] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts 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 rights 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 Supplier] 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 Supplier] 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.

Name of Buyer: Name of Seller/Supplier:

Signature: Signature:

[Seal]

[Seal]

PART-I

CONDITIONS OF CONTRACT

PART-I: GENERAL CONDITION OF CONTRACT

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CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

In the Contract as defined below, the words and expressions defined shall have the following meanings assigned to them, except where the context requires otherwise:

The Contract

- 1.1.1 “Contract” means the Contract Agreement and the other documents listed in the Contract Data.
- 1.1.2 “Specifications” means the document as listed in the Contract Data, including Employer’s requirements in respect of design to be carried out by the Contractor (if any), and any Variation to such document.
- 1.1.3 “Drawings” means the Employer’s drawings of the Works as listed in the Contract Data, and any Variation to such drawings.

Persons

- 1.1.4 “Employer” means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Contractor) any assignee.
- 1.1.5 “Contractor” means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Employer) any assignee.
- 1.1.6 “Party” means either the Employer or the Contractor.

Dates, Times and Periods

- 1.1.7 “Commencement Date” means the date fourteen (14) days after the date the Contract comes into effect or any other date named in the Contract Data.
- 1.1.8 “Day” means a calendar day
- 1.1.9 “Time for Completion” means the time for completing the Works as stated in the Contract Data (or as extended under Sub-Clause 7.3), calculated from the Commencement Date.

Money and Payments

- 1.1.10 “Cost” means all expenditure properly incurred (or to be incurred) by the Contractor, whether on or off the Site, including overheads and similar charges but does not include any allowance for profit.

Other Definitions

- 1.1.11 “Contractor’s Equipment” means all machinery, apparatus and other things required for the execution of the Works but does not include Materials or Plant intended to form part of the Works.
- 1.1.12 “Country” means the Islamic Republic of Pakistan.
- 1.1.13 “Employer’s Risks” means those matters listed in Sub-Clause 6.1.
- 1.1.14 “Force Majeure” means an event or circumstance which makes performance of a Party’s obligations illegal or impracticable and which is beyond that Party’s reasonable control.
- 1.1.15 “Materials” means things of all kinds (other than Plant) to be supplied and incorporated in the Works by the Contractor.
- 1.1.16 “Plant” means the machinery and apparatus intended to form or forming part of the Works.
- 1.1.17 “Site” means the places provided by the Employer where the Works are to be executed, and any other places specified in the Contract as forming part of the Site.
- 1.1.18 “Variation” means any or all the works whether supply installation, construction etc. and design (if any) to be performed by the contractor including temporary works and any variation thereof.
- 1.1.19 “Works” means any or all the works whether Supply, Installation, Construction etc. and design (if any) to be performed by the Contractor including temporary works and any variation thereof.
- 1.1.20 “Engineer” means the person notified by the Employer to act as Engineer for the purpose of the Contract and named as such in Contract Data.

1.2 Interpretation

Words importing persons or parties shall include firms and organizations. Words importing singular or one gender shall include plural or the other gender where the context requires.

1.3 Priority of Documents

The documents forming the Contract are to be taken as mutually explanatory of one another. If an ambiguity or discrepancy is found in the documents, the priority of the documents shall be in accordance with the order as listed in the Contract Data.

1.4 Law

The law of the Contract is the relevant Law of Islamic Republic of Pakistan

1.5 Communications

All Communications related to the Contract shall be in English language.

1.6 Statutory Obligations

The Contractor shall comply with the Laws of Islamic Republic of Pakistan and shall give all notices and pay all fees and other charges in respect of the Works.

2. THE EMPLOYER

2.1 Provision of Site

The Employer shall provide the Site and right of access thereto at the times stated in the Contract Data.

2.2 Permits etc.

The Employer shall, if requested by the Contractor, assist him in applying for permits, licences or approvals which are required for the Works.

2.3 Engineer's/Employer's Instructions

The Contractor shall comply with all instructions given by the Employer or the Engineer, if notified by the Employer, in respect of the Works including the suspension of all or part of the Works.

2.4 Approvals

No approval or consent or absence of comment by the Engineer/Employer shall affect the Contractor's obligations.

3. ENGINEER'S/EMPLOYER'S REPRESENTATIVES

3.1 Authorized Person

The Employer shall appoint a duly authorized person to act for him and on his behalf for the purposes of this Contract. Such authorized person shall be duly identified in the Contract Data or otherwise notified in writing to the Contractor as soon as he is so appointed. In either case the Employer shall notify the Contractor, in writing, the precise scope of the authority of such authorized person at the time of his appointment.

3.2 Engineer's/Employer's Representative

The name and address of Engineer's/Employer's Representative is given in Contract Data. However the Contractor shall be notified by the Engineer/Employer, the delegated duties and authority before the Commencement of Works.

4. THE CONTRACTOR

4.1 General Obligations

The Contractor shall carry out the Works properly and in accordance with the Contract. The Contractor shall provide all supervision, labour, Materials, Plant and Contractor's Equipment which may be required.

4.2 Contractor's Representative

The Contractor shall appoint a representative at site on full time basis to supervise the execution of work and to receive instructions on behalf of the Contractor but only after obtaining the consent of the Employer for such appointment which consent shall not be unreasonable withheld by the Employer. Such authorized representative may be substituted/replaced by the Contractor at any time during the Contract Period but only after obtaining the consent of the Employer as aforesaid.

4.3 Subcontracting

The contractor shall not subcontract the whole of the works. The contractor shall not subcontract any part of the works without the consent of the employer.

4.4 Performance Security

The Contractor shall furnish to the Employer within fourteen (14) days after receipt of Letter of Acceptance a Bank Guarantee at the option of the bidder, in the form of Bank Guarantee or performance bound from AA rating insurance company.

5. DESIGN BY CONTRACTOR

5.1 Contractor's Design

The Contractor shall carry out design to the extent specified, as referred to in the Contract Data. The Contractor shall promptly submit to the Engineer / Employer All designs prepared by him. Within fourteen (14) days of receipt the Engineer/ Employer shall notify any comments or, if the design submitted is not in accordance with the Contract, shall reject it stating the reasons. The Contractor shall not construct any element of the Works

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designed by him within fourteen (14) days after the design has been submitted to the Engineer/Employer or which has been rejected. Design that has been rejected shall be promptly amended and resubmitted. The Contractor shall resubmit all designs commented on taking these comments into account as necessary.

5.2 Responsibility for Design

The Contractor shall remain responsible for his bided design and the design under this Clause, both of which shall be fit for the intended purposes defined in the Contract and he shall also remain responsible for any infringement of any patent or copyright in respect of the same. The Engineer/Employer shall be responsible for the Specifications and Drawings.

6. EMPLOYER'S RISKS

6.1 The Employer's Risks

The Employer's Risks are:-

- a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, within the Country;
- b) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, within the Country;
- c) riot, commotion or disorder by persons other than the Contractor's personnel and other employees including the personnel and employees of Sub Contractors, affecting the Site and/or the Works;
- d) ionizing radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly, except to the extent to which the Contractor/Sub-Contractors may be responsible for the use of any radio-active material;
- e) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
- f) use or occupation by the Employer of any part of the Works, except as may be specified in the Contract;
- g) late handing over of sites, anomalies in drawings, late delivery of designs and drawings of any part of the Works by the Employer's personnel or by others for whom the Employer is responsible;
- h) a suspension under Sub-Clause 2.3 unless it is attributable to the Contractor's failure; and

- i). physical obstructions or physical conditions other than climatic conditions, encountered on the Site during the performance of the Works, for which the Contractor immediately notified to the Employer and accepted by the Employer.

7. TIME FOR COMPLETION

7.1 Execution of the Works

The Contractor shall commence the Works on the Commencement Date and shall proceed expeditiously and without delay and shall complete the Works, subject to Sub-Clause 7.3 below, within the Time for Completion.

7.2 Program

Within the time stated in the Contract Data, the Contractor shall submit to the Engineer/Employer a programme for the Works in the form stated in the Contract Data.

7.3 Extension of Time

The Contractor shall, within such time as may be reasonable under the circumstances, notify the Employer/Engineer of any event(s) falling within the scope of Sub-Clause 6.1 or 10.3 of these Conditions of Contract and request the Employer/Engineer for a reasonable extension in the time for the completion of Works. Subject to the aforesaid, the Employer/Engineer shall determine such reasonable extension in the time for the completion of Works as may be justified in the light of the details/particulars supplied by the Contractor in connection with the such determination by the Employer/Engineer within such period as may be prescribed by the Employer/Engineer for the same; and the Employer shall extend the Time for Completion as determined.

7.4 Late Completion

If the Contractor fails to complete the Works within the Time for Completion, the Contractor's only liability to the Employer for such failure shall be to pay the amount stated in the Contract Data for each day for which he fails to complete the Works.

8. TAKING-OVER

8.1 Completion

The Contractor may notify the Engineer/Employer when he considers that the Works are complete.

8.2 Taking-Over Notice

Within fourteen (14) days of the receipt of the said notice of completion from the Contractor the Employer/Engineer shall either takeover the completed Works and issue a Certificate of Completion to that effect or shall notify the Contractor his reasons for not taking-over the Works. While issuing the Certificate of Completion as aforesaid, the Employer/Engineer may identify any outstanding items of work which the Contractor shall undertake during the Maintenance Period.

9. REMEDYING DEFECTS

9.1 Remedying Defects

The Contractor shall for a period stated in the Contract Data from the date of issue of the Certificate of Completion carry out, at no cost to the Employer, repair and rectification work which is necessitated by the earlier execution of poor quality of work or use of below specifications material in the execution of Works and which is so identified by the Employer/Engineer in writing within the said period. Upon expiry of the said period, and subject to the Contractor's faithfully performing his aforesaid obligations, the Employer/Engineer shall issue a Maintenance Certificate whereupon all obligations of the Contractor under this Contract shall come to an end. Failure to remedy any such defects or complete outstanding work within a reasonable time shall entitle the Employer to carry out all necessary works at the Contractor's cost. However, the cost of remedying defects not attributable to the Contractor shall be valued as a Variation.

9.2 Uncovering and Testing

The Engineer/Employer may give instruction as to the uncovering and/or testing of any work. Unless as a result of an uncovering and/or testing it is established that the Contractor's design, Materials, Plant or workmanship are not in accordance with the Contract, the Contractor shall be paid for such uncovering and/or testing as a Variation in accordance with Sub-Clause 10.2.

10. VARIATIONS AND CLAIMS

10.1 Right to Vary

The Employer/Engineer may issue Variation Order(s) in writing. Where for any reason it has not been possible for the Employer/Engineer to issue such Variations Order(s), the Contractor may confirm any verbal orders given by the Employer/Engineer in writing and if the same are not refuted/denied by the Employer/Engineer within seven (7) days of the receipt of such confirmation the same shall be deemed to be a Variation Orders for the purposes of this Sub-Clause.

10.2 Valuation of Variations

Variations shall be valued as follows:

- a) at a lump sum price agreed between the Parties, or
- b) where appropriate, at rates in the Contract, or
- c) in the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation, or failing which
- d) at appropriate new rates, as may be agreed or which the Engineer/Employer considers appropriate, or
- e) if the Engineer/Employer so instructs, at day work rates set out in the Contract Data for which the Contractor shall keep records of hours of labour and Contractor's Equipment, and of Materials, used.

10.3 Early Warning

The Contractor shall notify the Engineer/Employer in writing as soon as he is aware of any circumstance which may delay or disrupt the Works, or which may give rise to a claim for additional payment. To the extent of the Contractor's failure to notify, which results to the Engineer/Employer being unable to keep all relevant records or not taking steps to minimize any delay, disruption, or Cost, or the value of any Variation, the Contractor's entitlement to extension of the Time for Completion or additional payment shall be reduced/rejected.

10.4. Valuation of Claims

If the Contractor incurs Cost as a result of any of the Employer's Risks, the Contractor shall be entitled to the amount of such Cost. If as a result of any Employer's Risk, it is necessary to change the Works, this shall be dealt with as a Variation subject to Contractor's notification for intention of claim to the Engineer/Employer within fourteen (14) days of the occurrence of cause.

10.5 Variation and Claim Procedure

The Contractor shall submit to the Engineer/Employer an itemized make-up of the value of variations and claims within twenty eight (28) days of the instruction or of the event giving rise to the claim. The Engineer/Employer shall check and if possible agree the value. In the absence of agreement, the Employer shall determine the value.

11. CONTRACT PRICE AND PAYMENT

11.1 (a) Terms of Payments

The amount due to the Contractor under any Interim Payment Certificate issued by the Engineer pursuant to this Clause, or to any other terms of the Contract, shall , subject to Clause 47, be paid by

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the Employer to the Contractor within upon receipt of Maintenance Grant by the Federal Government of Pakistan in fiscal year

(b) Valuation of the Works

The Works shall be valued as provided for in the Contract Data, subject to Clause 10.

11.2 Monthly Statements

The Contractor shall be entitled to be paid at monthly intervals:

- a) the value of the Works executed; and
- b) The percentage of the value of Materials and Plant reasonably delivered to the Site, as stated in the Contract Data, subject to any additions or deductions which may be due. The Contractor shall submit each month to the Engineer/Employer a statement showing the amounts to which he considers himself entitled.

11.3 Interim Payments (Reference Clause 11.1)

Within a period not exceeding seven (7) days from the date of submission of a statement for interim payment by the Contractor, the Engineer shall verify the same and within a period not exceeding thirty (30) days from the said date of submission by the Contractor, the Employer shall pay to the Contractor the sum verified by the Engineer less retention money at the rate stated in the Contract Data.

11.4 Retention

Retention money shall be paid by the Employer to the Contractor within fourteen (14) days after either the expiry of the period stated in the Contract Data, or the remedying of notified defects, or the completion of outstanding work, all as referred to in Sub-Clause 9.1, which ever is the later.

11.5 Final Payment

Within twenty one (21) days from the date of issuance of the Maintenance Certificate the Contractor shall submit a final account to the Engineer to verify and the Engineer shall verify the same within fourteen (14) days from the date of submission and forward the same to the Employer together with any documentation reasonably required to enable the Employer to ascertain the final contract value. Within sixty (60) days from the date of receipt of the verified final account from the Engineer, the Employer shall pay to the Contractor any amount due to the Contractor. While making such payment the Employer may, for reasons to be given to the Contractor in writing, withhold any part or parts of the verified amount.

11.6 Currency

Payment shall be in the currency stated in the Contract Data.

12. DEFAULT

12.1 Default by Contractor

If the Contractor abandons the Works, refuses or fails to comply with a valid instruction of the Engineer/Employer or fails to proceed expeditiously and without delay, or is, despite a written complaint, in breach of the Contract, the Employer may give notice referring to this Sub-Clause and stating the default. If the Contractor has not taken all practicable steps to remedy the default within fourteen (14) days after receipt of the Employer's notice, the Employer may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilize from the Site leaving behind any Contractor's Equipment which the Employer instructs, in the second notice, to be used for the completion of the Works at the risk and cost of the Contractor.

12.2 Default by Employer

If the Employer fails to pay in accordance with the Contract, or is, despite a written complaint, in breach of the Contract, the Contractor may give notice referring to this Sub-Clause and stating the default. If the default is not remedied within fourteen (14) days after the Employer's receipt of this notice, the Contractor may suspend the execution of all or parts of the Works. If the default is not remedied within twenty eight (28) days after the Employer's receipt of the Contractor's notice, the Contractor may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilize from the Site.

12.3 Insolvency

If a Party is declared insolvent under any applicable law, the other Party may by notice terminate the Contract immediately. The Contractor shall then

demobilize from the Site leaving behind, in the case of the Contractor's insolvency, any Contractor's Equipment which the Employer instructs in the notice is to be used for the completion of the Works.

12.4 Payment upon Termination

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following:

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) any sums to which the Employer is entitled,
- c) if the Employer has terminated under Sub-Clause 12.1 or 12.3, the Employer shall be entitled to a sum equivalent to twenty percent (20%) of the value of parts of the Works not executed at the date of the termination, and
- d) if the Contractor has terminated under Sub-Clause 12.2 or 12.3, the Contractor shall be entitled to the cost of his demobilization together with a sum equivalent to ten percent (10%) of the value of parts of the Works not executed at the date of termination. The net balance due shall be paid or repaid within twenty eight (28) days of the notice of termination.

13. RISKS AND RESPONSIBILITIES

13.1 Contractor's Care of the Works

Subject to Sub-Clause 9.1, the Contractor shall take full responsibility for the care of the Works from the Commencement Date until the date of the Employer's/Engineer's issuance of Certificate of Completion under Sub-Clause 8.2. Responsibility shall then pass to the Employer. If any loss or damage happens to the Works during the above period, the Contractor shall rectify such loss or damage so that the Works conform with the Contract. Unless the loss or damage happens as a result of any of the Employer's Risks, the Contractor shall indemnify the Employer, or his agents against all claims loss, damage and expense arising out of the Works.

13.2 Force Majeure

If Force Majeure occurs, the Contractor shall notify the Engineer/Employer immediately. If necessary, the Contractor may suspend the execution of the Works and, to the extent agreed with the Employer demobilize the Contractor's Equipment. If the event continues for a period of eighty four (84) days, either Party may then give notice of termination which shall take effect twenty eight (28) days

after the giving of the notice.

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following:

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) the cost of his demobilization, and
- c) less any sums to which the Employer is entitled. The net balance due shall be paid or repaid within thirty five (35) days of the notice of termination.

14. INSURANCE

14.1 Arrangements

The Contractor shall, prior to commencing the Works, effect insurances of the types, in the amounts and naming as insured the persons stipulated in the Contract Data except for items (a) to (e) and (i) of the Employer's Risks under Sub-Clause 6.1. The policies shall be issued by insurers and in terms approved by the Employer. The Contractor shall provide the Engineer/Employer with evidence that any required policy is in force and that the premiums have been paid.

14.2 Default

If the Contractor fails to effect or keep in force any of the insurances referred to in the previous Sub-Clause, or fails to provide satisfactory evidence, policies or receipts, the Employer may, without prejudice to any other right or remedy, effect insurance for the cover relevant to such as a default and pay the premiums due and recover the same plus a sum in percentage given in Contractor Data from any other amounts due to the Contractor.

15. RESOLUTION OF DISPUTES

15.1 Engineer's Decision

If a dispute of any kind whatsoever arises between the Employer and the Contractor in connection with the Works, the matter in dispute shall, in the first place, be referred in writing to the Engineer, with a copy to the other party. Such reference shall state that it is made pursuant to this Clause. No later than the twenty eight (28) days after the day on which he received such reference, the Engineer shall give notice of his decision to the Employer and the Contractor. Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the Work with all due diligence,

and the Contractor and the Employer shall give effect forthwith to every such decision (49) of the Engineer unless and until the same shall be revised, as hereinafter provided in an arbitral award.

15.2 Notice of Dissatisfaction

If a Party is dissatisfied with the decision of the Engineer or if no decision is given within the time set out in Sub-Clause 15.1 here above, the Party may give notice of dissatisfaction referring to this Sub-Clause within fourteen (14) days of receipt of the decision or the expiry of the time for the decision. If no notice of dissatisfaction is given within the specified time, the decision shall be final and binding on the Parties. If notice of dissatisfaction is given within the specified time, the decision shall be binding on the Parties who shall give effect to it without delay unless and until the decision of the Engineer is revised by an arbitrator.

15.3 Arbitration

A dispute which has been the subject of a notice of dissatisfaction shall be finally settled as per provisions of Arbitration Act 1940 (Act No. X of 1940) and Rules made thereunder and any statutory modifications thereto. Any hearing shall be held at the place specified in the Contract Data and in the language referred to in Sub-Clause 1.5.

16 INTEGRITY PACT

16.1 If the Contractor, or any of his Sub-Contractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Schedule-F to his Bid, then the Employer shall be entitled to:

- (a) recover from the Contractor an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Contractor or any of his Sub-Contractors, agents or servants;
- (b) terminate the Contract; and
- (c) recover from the Contractor any loss or damage to the Employer as a result of such termination or of any other corrupt business practices of the Contractor or any of his Sub-Contractors, agents or servants.

On termination of the Contract under Sub-Para (b) of this Sub-Clause, the Contractor shall demobilize from the Site leaving behind Contractor's Equipment which the Employer instructs, in the termination notice, to be used for the completion of the Works at the risk and cost of the Contractor. Payment upon such termination shall be made under Sub-Clause 12.4, in accordance with Sub-Para (c) thereof, after having deducted the amounts due to the Employer under Sub-Para (a) and (c) of this Sub-Clause.

CONDITIONS OF CONTRACT

PART-II: CONTRACT DATA



DEFINITIONS AND INTERPRETATION

1.1 Definitions

a). (i) The employer is the Chairman, Capital Development Authority, Block-IV Sector G-7/4, Islamabad.

a) (ii) The Engineer is Member (Engineering) Capital Development Authority, Block-IV Sector G-7/4, Islamabad., or any other competent person appointed by the Employer, and notified to the contractor, to act in replacement of the Engineer. Provided always that except in cases of professional misconduct, the outgoing Engineers is to formulate his certifications / recommendations in relation to all outstanding matters, disputes and claims relating to the execution of the Works during his tenure.

a). (iii) Engineer's Duties and Authority

The Engineer is Member (Engineering) Capital Development Authority, Block-IV Sector G-7/4, Islamabad, or any other competent person appointed by the Employer, is fully empower to carrying out his duties.

- a). Consenting to the Sub letting of any part of the work under Sub clause 4.3 "Subcontracting"
- b). Any action under Clause 4.4 "Performance Security" and Clause 14 "Insurance"
- c). Certifying additional cost determined under Sub Clause 11.1
- d). Any action under Clause 12.4 "Suspension"
- e). Any action under Clause 7.3 "Extension of time for completion"
- f). Any action under Clause 7.4 "Liquidated Damages for delay"
- g). Issuance of "Taking Over Certificate" under Clause 8.2
- h). Issuing a Variation order under Clause 10.1, except:

Release of Retention Money to the contractor under Sub Clause 11.4.

Issuance of "Final Payment certificate" Sub Clause 11.5.

Issuance of "Defect Liability Certificate" under Sub Clause 9.3

*(Note:- Employer may further vary according to need of the project)

*(If in the opinion of the Engineer an emergency occurs affecting the safety of life or of the works or of adjoining property, the Engineer may, without relieving the contractor of any of his duties and responsibilities under the contract, instruct the contractor to execute all such work or to do all such things as may, in the opinion of the Engineer, be necessary to abate or reduce the risk. The contractor shall forthwith comply with any such instruction of the Engineer. The Engineer shall determine an addition to the contract price, in respect of such instruction, in accordance with contract provision and shall notify the contractor accordingly, with a copy to the Employer)

- a). (iv) “Bidder or Tender” means any person or persons, company, corporation, firm or joint venture submitting a bid or tender.
- a) (v) The word “Tender” is synonymous with bid and the work tender documents with bidding documents.
- a)(vi) “Programme” means the programme to be submitted by the contractor in accordance with sub clause 7.2 and any approved revisions thereto:

1.1.10 Delete the text and substitute as below:

“Contract price” means the sum stated in the letter of acceptance as payable to the contractor for the execution and completion of the works subject to such additions thereto or deduction therefore as may be made and remedying of any defects therein in accordance with the provisions of the contractor. Their cost includes each and every overheads and similar charge including have to pay Government Taxes time to time assign by Government of Pakistan.

1.1.20 Delete the text and substitute as below:

The Engineer is Dy Director, Maintenance Div-I, Capital Development Authority, Old Naval Complex, G-6, Islamabad, or any other competent person appointed by the Employer and notified to the contractor to act in replacement of the Engineer. Provided always that except in cases of professional misconduct, the outgoing Engineers is to formulate his certifications / recommendations in relation to all outstanding matters, disputes and claims relating to the execution of the Works during his tenure.

1.3 Priority of Documents

The priority of documents as listed below will prevail, if an ambiguity or discrepancy is found in the documents.

1. The Contract Agreement
2. Letter of Acceptance
3. Addenda (if any)
4. Special stipulations (Schedule A to Bid) / the priced bill of quantities
5. The completed Form of Bid
6. The particular conditions of Contract Data Part-II
7. Conditions of Contract Part-I
8. Specifications
9. Drawings
10. Bidding data /Instructions to bidders
11. The completed Schedules to Bid (B,C,D,E& F)
12. Any other document forming part of the contract.

In case of discrepancies between drawings, those of larger scale shall govern unless they are superseded by a drawing of later date regardless of scale. All drawings and specifications shall be interpreted in conformity with the contract and these appropriate places in the documents, if any shall be deemed to have been incorporated at the appropriate placed in the documents forming the contract.

1.4 Law

- a). The contract documents shall be drawn up in the English language.
- b). The contract shall be subject to the laws of Islamic Republic of Pakistan.

3. Engineer's/ Employer's Representatives

The following paragraph is added:

- 3.1 The Employer shall ensure that the Engineer's representative is a professional engineer as defined in the Pakistan Engineering Council Act 1975 (V of 1976)

The following sub-clause 3.3 and 3.4 are added:

3.3 Engineer Not liable

Approval reviews and inspection by the engineer of any part of the works does not relieve the contractor from his sole responsibility for the supply of materials plant and equipment for construction of the works and their parts in accordance with the contract and neither the engineer's authority to act nor any decision made by him in good faith as provided for under the contract whether to exercise or not to exercise such authority shall give rise to any duty or responsibility of the engineer to the contractor, any subcontractor, any of their representatives of employees or any other person performing any portion of the works.

3.4 Replacement of Engineer

"If the Employer intends to replace the Engineer, the employer shall not less than 14 days before the intended date of replacement given notice to the contractor, of the name, address and relevant experience of the intended replacement Engineer. The

Employer shall not replace the Engineer with a person against whom the contractor raises reasonable objection by notice to the Employer, with supporting particulars”

4.3 ASSIGNMENT & SUB-CONTRACTING

The following sub-clause 4.3 (i) and 4.3 (ii) are added:

4.3 (i) APPROVAL OF SUB-CONTRACTORS LIST

Where a list of sub-contractors is provided by the contractor under schedule C to tender, the sub-contractors in that list shall be subject to the prior approval of the Employer and acceptance of bid does not imply approval of sub-contractors list. The extend and nature of the works to be sub-contractor shall be subject to the approval of the Employer.

The contractors are permitted to employ sub-contractor not more than 30% of their contract work. In case of violation of this rule, punitive action not excluding termination of contract is liable to be taken against the defaulters.

4.4 Performance Security

The text is deleted and substituted with the following:-

The Contractor provide performance security to the Employer in the prescribed form. The said security shall be furnished or caused to be furnished by the contractor within fourteen (14) days after receipt of Letter of Acceptance . The Performance Security shall be of an amount equal to 10% of the contract price stated in the letter of acceptance. Such security shall at the option of the bidder, in the form of Bank Guarantee valid 28 days beyond the defect liability period. The cost of complying with requirements of this Sub-Clause shall be borne by the contractor.

The following Sub-clause 4.4 (i) is added:

4.4 (i) Performance Security Binding on Variations and Changes

The performance security shall be binding irrespective of changes in the quantities or variations in the works or extensions in time for completion of the works which are granted or agreed upon under the provision of the contract.

Without limitation to the provision of the preceding paragraph, whenever the engineer determines an addition to the contract price as result of a change in cost and / or legislation or as a result of variation amounting to more than 25% of the contract price, the contractor at the engineers written request shall promptly increase the value of the performance security by an equal percentage in accordance with the provision of Sub-Clause 4.4

5. Design by Contractor

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Clause 5.1 & 5.2 deleted and substituted as below:-

Contractor has to execute the work as per drawing design part of bidding documents.

6. EMPLOYER'S RISKS

6.1 The Employer's Risks

The Employer's Risks are:-

Delete the text and substitute with the following:-

- a) Insofar as they directly affect the execution of the work in Pakistan
- i). war and hostilities (whether war be declared or not), invasion, act of foreign enemies,
- ii) rebellion, revolution, insurrection or military or usurped power, or civil war,
- iii) ionizing radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- iv) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
- v) Riot commotion or disorder, unless solely restricted to the employees of the contractor or of his sub-contractor and arising from the conduct of the works.
- b) Loss of damage due to the use or occupation by the employer of any section or part of the permanent works except as may be provided for in the contract.
- c) Loss or damage to the extent that it is due to the design of the works other than any part of the design provided by the contractor or for which the contractor is responsible' and
- d) Any operation of the forces of nature (insofar as it occurs on the site) which an experienced contractor:
 - i) Could not have reasonably foreseen, of
 - ii) Could reasonably have foreseen but against which he could not reasonably have taken at least one of the following measures.
 - a). Prevent loss or damage to physical property from occurring by taking appropriate measures, or
 - b) Insure against.

7.2 Programme

The programme shall be submitted by the contractor within 14 days from the date of receipt of letter of acceptance to the contractor.

7.3 Liquidity Damages

The contractor shall pay the amount 0.01% of the contract price for each day of delay in completion of the works subject to a maximum of 10% of contract price, as stated in letter of acceptance or preamble. The Member Engineering CDA is empowered to apply liquidity damages for delay.

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8.2 Completion Inspection

Replace clause 8.2 with following texts.

For the purpose of sub-clause 8.1, 8.2 tests on completion shall be deemed to include a joint inspection of the substantially completed works by the employer's representative, Engineer / Engineer's representative and the contractor and such other tests proposed by the Engineer.

The representative of the Engineer in pursuance of the inspection recommendations of the committee shall within 28 days of the date of delivery of the notice mentioned under Clause-48.2 shall recommend to the Employer / tender accepting authority for the issuance of the taking-over certificate. While recommending the certificate of completion as aforesaid, the Employer / Engineer may identify any outstanding items of work which the contractor shall undertake during maintenance period.

9 Remedying Defects

The following Sub-clause 9.3, 9.4, 9.5 and 9.6 are added:

9.3 Final Hand-Over

At the end of the defects liability period or the extended period, if any stipulated in the contract, the Employer on application of the contractor, shall decide the members of the final hand-over committee in the same manner as stated in Clause-8 of the conditions of contracts for the taking-over certificate, and announce the same to the contractor. The committee or the Directorate concerned, after investigation of the works, if satisfied that there are no deficiencies or defects due to the work of the contractor, shall certify the final hand-over, and the Engineer will then issue "Defects Liability Certificate" or permission.

9.4 Making Good Damages to Services, Earth – faces, etc.

The contractor, shall make good, at his own cost, all damages to telephone, telegraph and electric cables or wires, sewers, water or other pipes except where the authority, Employer or private party owning or responsible for the same elects to make good the damages.

All injury to the surface of the land, to the beds of water courses, protecting banks, riverbeds etc. where disturbed by the works (other than where specifically ordered by the Engineer) shall be repaired by the contractor or the authorities concerned, at the contractor's expense. All such making good shall be to the satisfaction of the Engineer.

9.5 Maintenance and Defects Liability Period

The defects liability period for the works shall be 365 days from the date of completion of the works certificate by the Engineer in the Taking over certificate. The contractor shall be responsible to make rectification of the items on the punch list issued by the Engineer and as otherwise required under the contract without any cost to the Employer within this period. Maintenance shall mean the process of sustaining the level of physical quality of the project as per originally established criteria,

Usually involving a programme of inspection, clearing and repair activities by the contractor at his own cost.

Maintenance period shall be 365 days from the date of completion of the works, certified by the Engineer in the Taking over certificate.

The contractor during this maintenance period shall perform the following services.

- i). The contractor will be responsible for the regular inspection of the works, remove and prepare an inventory of any defects developing and/ or to be attended regularly.
- ii). The contractor shall also maintain an inventory of equipment, tools and material used or to be used during the maintenance period.
- iii). The contractor shall also maintain an inventory of any defects located or being developed during hazards, accident or natural calamity during this maintenance period.
- iv). The Employer / Engineer will inspect the maintenance standards once in every three months and prepare a punch list jointly with the contractor for proper upkeep and maintenance. The contractor will attend to this punch list promptly and complete the same before the next inspection period and report the same to the concerned project authorities.
- v). The contractor shall be responsible for the maintenance detailed inspection at regular intervals for each items.

Inspection of pavement and rectification of all types of defects developed thereto, including but not limited to cracks ruts settlement, etc.

The other steps required by the contractor are as follow:-

- Inspect and repair potholes developed thereto in the pavement.
- Maintenance of shoulders to original lines and grades.
- Maintenance and re-erection of traffic road signs, reflector zed pavement studs guide posts/ delineators, guardrails (steel and concrete), kilometer posts, precast concrete curbs and other items of original bill of quantities.
- Repairing and maintenance of road marking on the entire length of road way and deck slab, upkeep and maintenance of approaches, embankments, bunds, slopes, rip, rap, guide bands, dykes, girders deck expansion joints etc. attending to any drainage or irrigation culverts across the embankment and keeping in storm water culverts downstream erosion maintained.

- Maintenance and up keeping of longitudinal drains in cut and fill areas and make any additional work to stop any excessive erosion, identify trouble points and get these rectified.
- In case of any defects or damage due to wear and tear, by accident or by natural calamity attend the same promptly and maintain / upkeep into an acceptable defect free immaculate condition.
- Inspect all culverts, bridges, structures, road cut and cut slopes and attend to their proper maintenance and upkeep as per original criteria.
- Check all bridges and roadway during and after floods and rectify defects.
- The contractors shall maintain a communication system for this own use and for use of his staff and crew especially in case of emergency of floods etc.

9.6 Extension of Defects Liability Period

The Employer shall be entitled to an extension of the defect liability period for the work or a section on account of failure of the contractor to rectify a defect or damage.

10 Variations and claims

10.1 Right to vary

Replace clause 10.1 with following text:

The Employer / Engineer may issue variation orders (s) in writing. The Engineer will pay as per BOQ rates / schedule rates of MES or Non Schedule applicable at that agreement. The items which does not fall in schedule of MES & NHA will derive as a non-schedule items / market items.

10.2 Valuation of Variations

10.3 Early Warning

Replace clause 10.3 with following text:

In any physical obstructions or conditions. The contractor is only entitle to extension of the time for completion.

The text is deleted and substituted with the following:

All variations or any additions in the contract price (for the purpose 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.

The quantities given in the contract are estimated and may vary during the execution of the project. The rates entered in the priced bill of quantities in the contract will be fixed and applicable to all quantities (both increased and decreased) as may result during the execution of the project. No revision of rates shall be permissible for any variation in quantities, except for such work which has not been included in the price bill of quantities or not already shown in the drawings.

The item not covered in BOQ/Schedule A to Bid shall be valued as if the items available in the respective schedule (s) i.e basis of the contract, adopting the rate of relevant item adding premium of the contractor, otherwise the same shall be analyzed on the basis of market rates as decided by the Engineer for the extra / substituted items. No profit will be allowed on the material / machinery to be supplied by the Employer.

In the event of disagreement, the engineer shall within a period of not exceeding 1/8 (one-eight) of the completion time subject to a minimum of 56 days from the date of disagreement whichever is later, fix such rates or prices as are, in his opinion, appropriate and shall notify the contractor accordingly, with a copy to the Employer. Unit 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.

11.1 (a) Terms of payments

11.2 Monthly Statements

Sub Clause 11.2 is deleted and substituted as under:-

The contractor shall submit a statement in six (2) copies to the Engineer at the end of each month, in a tabulated form approved by the Engineer, showing the amounts to which the contractor considers himself to be entitled. The statement shall include the following items, as applicable, which shall be taken into account in the sequence listed.

- a). The estimated contract value of the works in local currency executed up to the end of the month in question at unit rates and prices in the bill of quantities.
- b). The actual value certified by the Engineer for payment for the works executed up to the end of the previous month at unit rates and prices in the BOQ.
- c). The estimated contract value at unit rates and prices of the works for the month in question in local currency obtained by deducting (b) from (a).
- d). The value of any variations executed up to the end of the month in question less the amount certified by the Engineer in the previous interim payment certificate in local currency only, pursuant to Clause-10.
- e). Amount approved in respect of Day work executed up to the end of the month in question less the amount for day work certified in the previous interim payment certificate in local currency only as determined from the day work schedule of the bill of quantities.
- f). Any credit or debit for the month in question in respect of material and plant for the permanent works in the relevant amount in local currency and under the conditions set forth.
- g). Any amount to be withheld under the retention provisions.
- h). Deduction of advance income tax in accordance with the prevailing income tax laws of Pakistan from all payments due to the contractor. Such deduction shall be deposited with the Government of Pakistan towards payment of income tax by the contractor and a certificate to this effect shall be issued to the contractor by the Employer.
- i). Any amounts to be deducted as repayment of the advance.

- i). Any other sum, in local currency to which the contractor may be entitled under the contract.
- k). The deduction of amounts certified in all previous payment certificates.
- j). Any amounts to be deducted as recovery for Employer's supplied materials as per the provisions of contract.



11.3 Interim Payments

Sub Clause 11.3 is deleted and substituted as under:-

The said statement shall be approved or amended by the Engineer in such a way that in his opinion it reflects the amount in various currencies due to the contractor in accordance with the contract., after deduction by the contractor to the Employer. In cases where there is a deference of opinion a to the value of any item, the Engineer's view shall prevail. Within 28 days of receipt of the monthly statement referred to in sub-clause 11.2, the Engineer shall determine the amounts due to the contractor and shall issue to the Employer and the contractor a certificate herein called “ Interim payment certificate” certifying the amounts due to the contractor.

The retention money as mentioned at paragraph (i) of sub clause 11.1 shall be deducted by the applying the percentage of retention stated in Appendix A/Preamble to bid until the amount so retained reaches the limits of Retention Money stated in the Preamble /Appendix A to Bid.

Provided that the Engineer shall not be bound to certify any payment under this sub-clause if the net amount thereof after all retentions and deductions would be les than the minium amount of Interim Payment Certificates stated in the Preamble /Appendix A to Tender.

Notwithstanding the terms of this Clause or any other Clause of the Contract, no amount will be certified by the Engineer for payment until the Performance Security has been provided by the contractor and approved by the Employer”

11.4 Retention

Sub Clause 11.4 is deleted and substituted as under:-

Retention money shall be paid by the Employer/ one stage above by the tender accepting authority to the Contractor “ Subject to the condition that there is no audit observation, audit para, draft para, advance para or printed para etc involving recovery from the contractor is outstanding against this work” and contractor has remedied of notified defects, or the completed outstanding work, all as referred to in Sub-Clause9, whichever is the later.

11.5 Final Payment

The following paragraph is added at the end:-

“If following discussions between the Engineer and the contractor and any changes to the draft final statement which may be agreed between them, it becomes evident that a dispute exists, the Engineer shall issue to the Employer an Interim Payment Certificate for those parts of the draft final statement which are not in dispute and in such case, the payment may also be made even the amount is found less than the minimum amount of IPC stated in preamble. The dispute shall then be settled in accordance with Clause 15. The final statement shall be agreed upon on settlement of the dispute.

12 DEFAULT

12.1 Default by Contractor

Add paragraph at the end of Clause 12.1 of conditions of the contract:-

If the work is observed to be behind the Clause 14.1 programmed to which consent has been given by the Engineer, in four consecutive intervals or if the contractor fails to mobilize at the site in accordance with programme of works.

“ Then the Employer may after giving fourteen (14) days notice to the contractor enter upon the site and expect the contractor there from without thereby avoiding the contract, or releasing the contractor from any of his obligations or liabilities under the contract affecting the rights and powers conferred on the employer or the Engineer of the contract, and may himself complete the work. The Employer or such other contractor may use for such completion so much of the contractors equipment plant temporary works and materials which have been deemed to be reserved exclusively for the execution of the works, and the materials provision of the contract as he or they may think proper and the Employer may at any time sell and of the contractor’s said equipment temporary work and unused plant & material and apply the procedures or sale in or towards the satisfaction of any sums due or that become due to him from the contractor under the contract”

Provide further that in addition to the action taken by the Employer against the contractor under this clause, the Employer may also refer the case of default of the contractor to Pakistan Engineering Council for punitive action under the construction and operation of Engineering Works Bye-Laws 1987 as amended from time to time.

Add new sub-clause 63.5, 63.6 and 63.7 as follows:

12.41 Payment upon Termination

Sub Clause 12.4 is deleted and substituted as under:-

The Employer shall be entitled to terminate the contract at any time for the Employer’s convenience after giving 56 days prior notice to contractor, with a copy to the Engineer. In the event of such termination the contractor:

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) any sums to which the Employer is entitled,

14 INSURANCE

14.1 Agreements

The text is deleted and substituted as under:-

The contractor shall without limiting his or the Employer’s obligations and responsibilities under Clause-6 insure:

- a) The works to the full replacement cost
- b) An additional sum of 15% of such replacement cost
- c). Third party injury or death to person and damage to property.

The insurance in paragraph (1) above shall be in the joint names of the contractor and the Employer an shall cover:

- a). The Employer and the contractor shall against all the loss or damage from whatsoever cause arising with the following exclusions:
 - i). As provided in Sub Clause-6
 - ii). Wear and tear, gradual deterioration, expansion or contraction due to changes of temperature

- b). Such insurance shall commence from effective date of commencement of the works. The insurance shall expire on the expiration of the defect liability period. Costs of such insurances shall be borne by the contractor.

15.2 Notice of Dissatisfaction

In the 3rd lines the words within 14 days of receipt shall be replace with words within 48 days of receipt.

15.3 Arbitration

The following paragraph is added:

Replace of arbitration shall be Islamabad, Pakistan .

1 Safety, Security and Protection of the Environment

The contractor shall exercise care to protect the natural landscape and shall conduct his construction operations so as to prevent any unnecessary destruction, scarring or defacing of the natural surroundings in the vicinity of the works, except where clearing is required for permanent works, approved, temporary works and for excavation operations. All trees and native vegetations shall be preserved and shall be protected from the damaged which may be caused by the contractor's construction operations and equipment. On completion of the works, all work areas shall be leveled and graded in a manner to confirm the nature appearance of the landscape. Where unnecessary destruction, scarring damage or defacing may occur as a result of the contractor's operations, it shall be repaired, replanted or otherwise corrected as directed by the Engineer at contractor's expense.

Borrow areas shall be located and operated so as not to detract from the future usefulness or value of the sites. Upon completion of operations, borrow areas shall be left in a safe and acceptable conditions. No borrow areas shall be located within 500 meter from the right of way.

During the performance of the work required under the contract, the contractor shall carryout proper and efficient measures as often a necessary to reduce the dust nuisance and to prevent dust originating from his operations.

18 Safety Precautions

In order to provide for the safety, health and welfare of persons, and for prevention of damage of any kind, all operations for the purposes of or in connection with the contract shall be carried out in compliance with safety requirement of the Government of Pakistan with such modifications thereto as the Engineer may authorize or direct and contractor shall take or cause to be taken such further measures and comply with such further requirements as the Engineer may determine to be reasonably necessary for such purpose.

19 Supply of Water

The contractor shall, so far as is reasonable practicable, having regard to local conditions, provide on the site, to the satisfaction of the Engineer or his representative, adequate supply of drinking and other water for the use of his staff and labour. The contractor will bear all charges for laying his water line from the mains to the site of his underground tanks which he may require and construct for storage purpose at his own cost. The contractor shall pay the cost of water to the authority at 1.5% of total cost of work.

20 Use of Pakistan Materials and Services

The contractor shall, so far as may be consistent with the contract make the maximum use of materials, supplies, plant and equipment indigenous to or produced or fabricated in Pakistan and services available in Pakistan provided such materials, supplies plant, equipment and services shall be required standard.

21 Disposal of dumped material

The contractor shall be responsible for disposing the excavated / dumped material of buildings / roads / other project and also the responsible for dressing of dumping material and should not be deposited off to nullah or location from where it can be eroded with drainage or rain water.

22 Liability of Contractor

The contractor or his sub-contractors or assigns shall follow strictly, all relevant labour laws including the workmen's compensation Act and the Employer shall be fully indemnified for all claims, damages etc, arising out of any dispute between the contractor, his Sub-contractors or assigns and the labour employed by them.

23 Custom Duty and Taxes

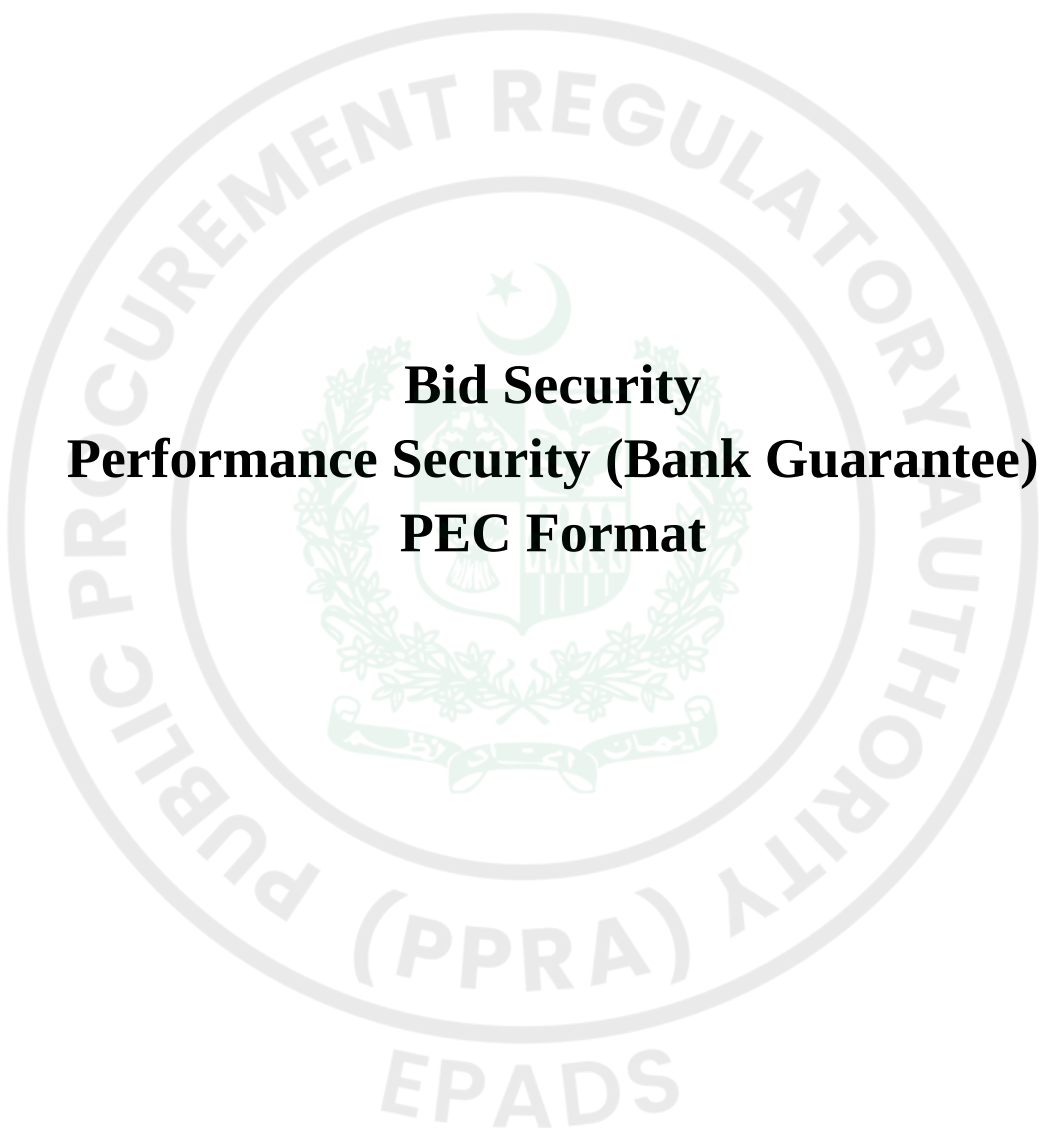
The price tendered by the contractor shall include all import licence fees, custom duties, excise duties, sales taxes, surcharges, business taxes, income taxes that are levied according to the laws and regulations of Pakistan on the contractor's Equipment, materials and supplies (both permanent, temporary and consumable) acquired for the purpose of the contract and on the services performed under the contract. Nothing in the contract shall on profits made by him in respect of the contract.

24 Fixed Withholding Tax

A sum in Pakistan Rupees, in accordance with the prevailing Income Tax Laws of Pakistan shall be deducted from all payment made to the contractor and be deposited with Government of Pakistan towards payment of Income Tax by the contractor. When such deduction is made from the payments a certificate to that effect shall be issued by the employer to the contractor.

Notwithstanding such deduction of Income Tax at source, the contractor shall be liable to pay the balance Income Tax, Super Tax, GST and other taxes on income or his profits arising out of the contract, and his employees on their remunerations etc, in accordance with prevailing Income Tax Laws of Pakistan.

FORMS



**Bid Security
Performance Security (Bank Guarantee)
PEC Format**

**FORM OF BID SECURITY
(CDA only)**

Guarantee No. _____
Executed on _____

(Letter by the Guarantor to the Employer)

Name of Guarantor (Scheduled Bank in Pakistan) with
address: _____

Name of Principal (Bidder) with
address: _____

Penal Sum of Security (express in words and
figures): _____

Bid Reference No. _____ Date of Bid _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal, we the Guarantor above-named are held and firmly bound unto the _____, (hereinafter called The "Employer") in the sum stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying Bid numbered and dated as above for _____ (Particulars of Bid) to the said Employer; and WHEREAS, the Employer has required as a condition for considering the said Bid that the Principal furnishes a Bid Security in the above said sum to the Employer, conditioned as under:

- (1) that the Bid Security shall remain valid for a period of twenty eight (28) days beyond the period of validity of the bid;
- (2) that in the event of;
 - (a) the Principal withdraws his Bid during the period of validity of Bid, or
 - (b) the Principal does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) of Instructions to Bidders, or
 - (c) failure of the successful bidder to

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(i) furnish the required Performance Security, in accordance with Sub-Clause IB-21.1 of Instructions to Bidders, or

(ii) sign the proposed Contract Agreement, in accordance with Sub-Clauses IB-20.2 & 20.3 of Instructions to Bidders, the entire sum be paid immediately to the said Employer for delayed completion and not as penalty for the successful bidder's failure to perform.

NOW THEREFORE, if the successful bidder shall, within the period specified therefore, on the prescribed form presented to him for signature enter into a formal Contract Agreement with the said Employer in accordance with his Bid as accepted and furnish within fourteen (14) days of receipt of Letter of Acceptance, a Performance Security with good and sufficient surety, as may be required, upon the form prescribed by the said Employer for the faithful performance and proper fulfillment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

PROVIDED THAT the Guarantor shall forthwith pay to the Employer the said sum stated above upon first written demand of the Employer without cavil or argument and without requiring the Employer to prove or to show grounds or reasons for such demand, notice of which shall be sent by the Employer by registered post duly addressed to the Guarantor at its address given above.

PROVIDED ALSO THAT the Employer shall be the sole and final judge for deciding whether the Principal has duly performed his obligations to sign the Contract Agreement and to furnish the requisite Performance Security within the time stated above, or has defaulted in fulfilling said requirements and the Guarantor shall pay without objection the sum stated above upon first written demand from the Employer forthwith and without any reference to the Principal or any other person. IN WITNESS WHEREOF, the above bounded Guarantor has executed the instrument under its seal on the date indicated above, the name and seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

Guarantor (Bank)

Witness:

1. Signature _____

1. _____

2. Name _____

3. Title _____

Corporate Secretary (Seal)

2. _____

(Name, Title & Address)

Corporate Guarantor (Seal)

FORM OF PERFORMANCE SECURITY
(As per relevant clause)

Guarantee No. _____
Executed on _____

(Letter by the Guarantor to the Employer)

Name of Guarantor (Scheduled Bank in Pakistan) with
address: _____

Name of Principal (Contractor) with
address: _____

Penal Sum of Security (express in words and
figures) _____

Letter of Acceptance No. _____ Dated _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bidding Documents and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Principal we, the Guarantor above named, are held and firmly bound unto the _____ (hereinafter called the Employer) in the penal sum of the amount stated above, for the payment of which sum well and truly to be made to the said Employer, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has accepted the Employer's _____ above said Letter of Acceptance for _____ (Name of Contract) for the _____ (Name of Project).

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the Employer, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of the said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Clause 9, Remedying Defects, of Conditions of Contract are fulfilled. Our total liability under this Guarantee is limited to the sum stated above and it is a condition of any liability attaching to us under this Guarantee that the claim for payment in writing shall be received by us within the validity period of this Guarantee, failing which we shall be discharged of our liability, if any, under this Guarantee.

(69)

We, _____ (the Guarantor), waiving all objections and defences under the Contract, do hereby irrevocably and independently guarantee to pay to the Employer without delay upon the Employer's first written demand without cavil or arguments and without requiring the Employer to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the Employer's written declaration that the Principal has refused or failed to perform the obligations under the Contract, for which payment will be effected by the Guarantor to Employer's designated Bank & Account Number.

PROVIDED ALSO THAT the Employer shall be the sole and final judge for deciding whether the Principal (Contractor) has duly performed his obligations under the Contract or has defaulted in fulfilling said obligations and the Guarantor shall pay without objection any sum or sums up to the amount stated above upon first written demand from the Employer forthwith and without any reference to the Principal or any other person.

IN WITNESS WHEREOF, the above bounded Guarantor has executed this Instrument under its seal on the date indicated above, the name and corporate seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Witness:

1. _____

Corporate Secretary (Seal)

2. _____

(Name, Title & Address)

1. Signature _____

2. Name _____

3. Title _____

Corporate Guarantor (Seal)

Guarantor (Bank)

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the “Agreement”) made on the _____ day of _____ 200 _____ between _____ (hereinafter called the “Employer”) of the one part and _____ (hereinafter called the “Contractor”) of the other part.

WHEREAS the Employer is desirous that certain Works, viz _____ should be executed by the Contractor and has accepted a Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW this Agreement witnesseth as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents after incorporating addenda, if any except those parts relating to Instructions to Bidders, shall be deemed to form and be read and construed as part of this Agreement, viz:
 1. The Contract Agreement
 2. Letter of Acceptance
 3. Addenda (if any)
 4. Special stipulations (Schedule A to Bid) / the priced bill of quantities
 5. The completed Form of Bid
 6. The particular conditions of Contract Data Part-II
 7. Conditions of Contract Part-I
 8. Specifications
 9. Drawings
 10. Bidding data /Instructions to bidders
 11. The completed Schedules to Bid (B,C,D,E& F)
 12. Any other document forming part of the contract.
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy defects therein in conformity and in all respects within the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

(71)

IN WITNESS WHEREOF the parties hereto have caused this Contract Agreement to be executed on the day, month and year first before written in accordance with their respective laws.

Signature of the Contactor

(Seal)

Signature of the Employer

(Seal)

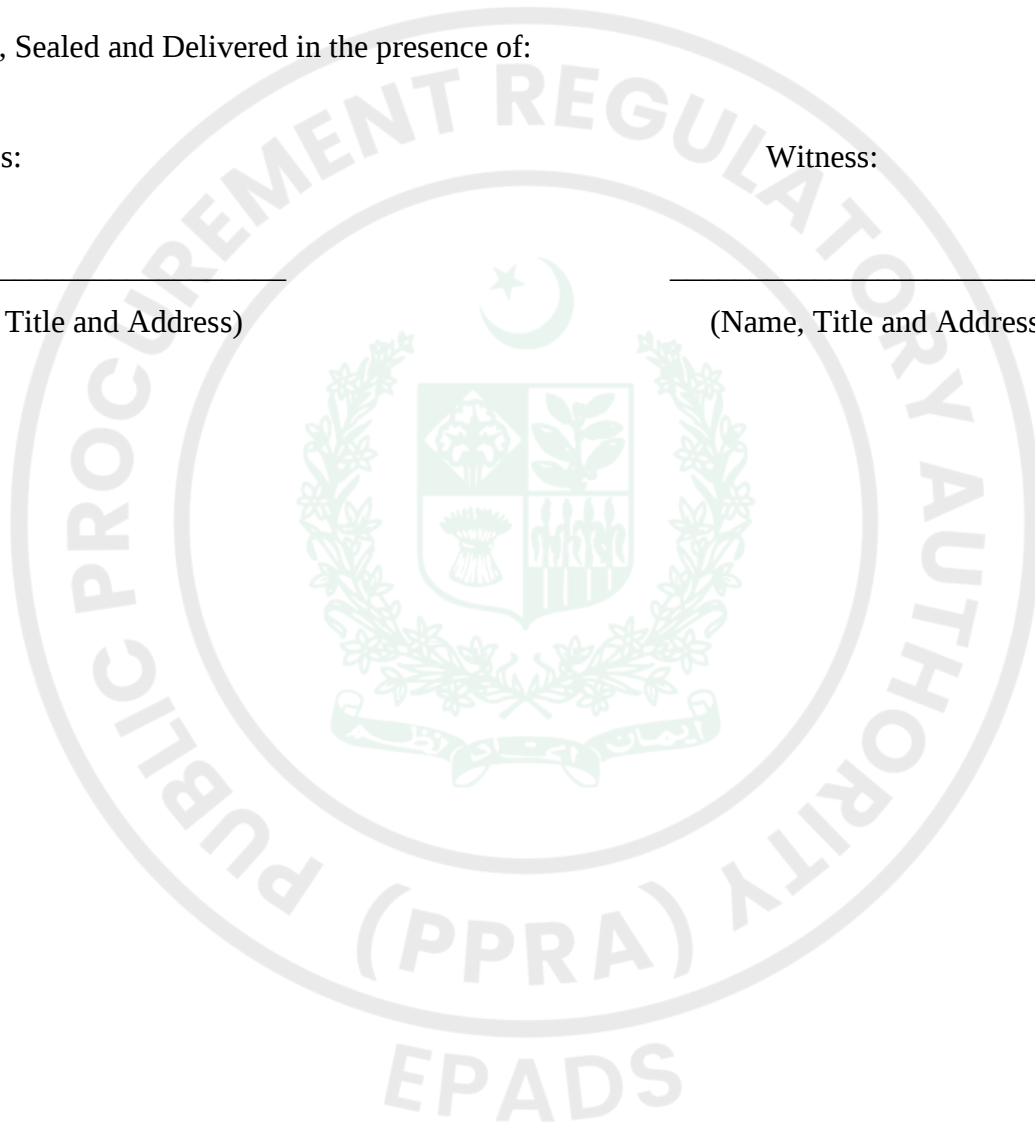
Signed, Sealed and Delivered in the presence of:

Witness:

(Name, Title and Address)

Witness:

(Name, Title and Address)





Historical Contract Non-Performance, and Pending Litigation and Litigation History

[The following table shall be filled in for the Applicant and for each member of a Joint Venture]

Applicant's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member Name: *[insert full name]*

IFP No. and title: *[insert IFP number and title]*

Page *[insert page number]* of *[insert total number]* pages

☐ Not debarred due to deviation from commitment of Bid Securing Declaration- ☐ Not debarred due to non-performance			
Year	Non-performed portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and PKR equivalent)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Procuring Agency: <i>[insert full name]</i> Address of Procuring Agency: <i>[insert street/city/country]</i> Reason(s) for nonperformance: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>
Pending Litigation, in accordance with Section III, Qualification Criteria and Requirements			
☐ Pending litigation in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.3 as indicated below.			
Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), US\$ PKR Equivalent (exchange rate)

<i>[insert year]</i>	<i>[insert amount]</i>	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Procuring Agency: <i>[insert full name]</i> Address of Procuring Agency: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Procuring Agency" or "Supplier"]</i> Status of dispute: <i>[Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]</i>	<i>[insert amount]</i>
☐ No consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4. ☐ Consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4 as indicated below.			
Year of award	Outcome as percentage of Net Worth	Contract Identification	Total Contract Amount (currency), PKR Equivalent (exchange rate)
<i>[insert year]</i>	<i>[insert percentage]</i>	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Procuring Agency: <i>[insert full name]</i> Address of Procuring Agency: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Procuring Agency" or "Supplier"]</i> Court/ arbitral award decision: <i>[Indicate if the award decision was against the Applicant or any member of a joint venture.]y]</i>	<i>[insert amount]</i>