Standard Bidding Document

TENDER FOR UPGRADATION OF TOILET BLOCKS & PLUMBING SHAFT UNIT WORKS AT STATE LIFE BUILDING #3 THANDI SARAK HYDERABAD

(Works)

National

Single Stage-One Envelope

October 14, 2026

State Life, Real Estate, Hyderabad (State Life Insurance Corporation of Pakistan (SLIC)),Manager
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REQUEST FOR BIDS

PROCUREMENT OF CIVIL WORKS

1. The **State Life, Real Estate, Hyderabad (State Life Insurance Corporation of Pakistan (SLIC))** has reserved Funds for the procurement planned for FY **2026-27**. The **State Life, Real Estate, Hyderabad (State Life Insurance Corporation of Pakistan (SLIC))** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the "**TENDER FOR UPGRADATION OF TOILET BLOCKS & PLUMBING SHAFT UNIT WORKS AT STATE LIFE BUILDING #3 THANDI SARAK HYDERABAD** " with the reference of "**P157800**".

2. The **State Life, Real Estate, Hyderabad (State Life Insurance Corporation of Pakistan (SLIC))** invites sealed Bids from eligible Bidders for procurement of Works **(TENDER FOR UPGRADATION OF TOILET BLOCKS & PLUMBING SHAFT UNIT WORKS AT STATE LIFE BUILDING #3 THANDI SARAK HYDERABAD)** described in the bidding documents on **EPADS v2.0**.

3. **Single Stage-One Envelope** 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, Regulatory Guides, Procurement Guidelines or Instructions issued by the Authority from time to time.

4. All Bids must be accompanied by a Bid Security amount described in Bid Security Section in Bidding Document in the form of **Pay Order**. Or all bids must be accompanied by bid securing declaration in the format specified in the Bidding documents

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/157800** for all the interested bidders registered on **EPADS v2.0**. Bidders are required to get themselves registered on **EPADS v2.0** to participate in Bidding process.

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, November 3, 2026 11:00 AM**. E-bids will be opened by using **EPADS v2.0** on the same day at **Tuesday, November 3, 2026 11:30 AM**. Manual submission of Bids shall not be entertained. Those vendor 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 registeration process is available at **https://www.youtube.com/watch?v=MNW6T38v7tc.**

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 on Authority's website at (**www.ppra.org.pk**).

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Instructions to Bidders

A. INTRODUCTION

1. **Scope of Bid**

1.1. The Procuring agency/Employer (PA), as indicated in the Bid Data Sheet (BDS) invites Bids for the execution of Works as specified in the BDS and Section V- Works Requirements. The name, identification, and number of lots (contracts) of this National/ International Competitive Bidding process are specified in the BDS.

2. **Source of Funds**

2.1. Source of funds as referred in Clause 2 of Bid Data Sheet.

3. **Eligible Bidders**

3.1. A bidder may be natural person, company or firm or public or semi-public agency of Pakistan or any foreign country, or any combination of them with a formal existing agreement (on Judicial Papers) in the form of a joint venture or consortium. In the case of a joint venture or consortium, all members shall be jointly and severally liable for the execution of the Contract in accordance with the terms and conditions of the Contract. The joint venture or consortium shall nominate a Lead Member as nominated in the BDS, who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture or consortium during the Bidding process, and in case of award of contract, during the execution of contract. Verifiable copy of the agreement that forms a joint venture, consortium or association shall be required to be submitted as part of the Bid.

Any bid submitted by the joint venture, consortium or association shall indicate the part of proposed contract to be performed by each party and each party shall be evaluated (or post qualified if required) with respect to its contribution only, and the responsibilities of each party shall not be substantially altered without prior written approval of the Procuring Agency and in line with any instructions issued by the Authority.

(The limit on the number of members of JV or Consortium may be prescribed

in BDS, in accordance with the guidelines issued by the PPRA).

3.2. The invitation for bids is open to all prospective bidders subject to any provisions of incorporation or licensing by the respective national/ international incorporating agency or statutory body established for that particular trade or business. Procuring agencies shall specify the registration/licensing requirements for the foreign bidder keeping in view the requirement of that business.

3.3. A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidders may be considered to have a conflict of interest with one or more parties in this Bidding process, if they:

3.3.1. are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring agency/Employer to provide consulting services for the preparation of design or technical specifications of the works that are the subject of the bid; or

3.3.2. have controlling shareholders in common; or

3.3.3. receive or have received any direct or indirect subsidy from any of them; or

3.3.4. have the same legal representative for purposes of this Bid; or

3.3.5. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder, or influence the decisions of the Procuring agency/Employer regarding this Bidding process; or

3.3.6. Submit more than one bid in this bidding process.

3.4. A Bidder may be ineligible if –

3.4.1. he is declared bankrupt or, in the case of company or firm, insolvent;

3.4.2. payments in favor of the bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting (in accordance with the national laws) in the total or partial loss of the right to administer and dispose of its property;

3.4.3. the bidder is convicted, by a final judgment of a Court of Law or relevant Professional Statuary Body, of any offence involving professional conduct;

3.4.4. The bidder is debarred/ blacklisted by a national level Procuring agency/Employer and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of bid securing declaration.

3.5. As and when required, bidders shall provide to the Procuring agency/Employer evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.

3.6. Bidders shall submit proposal relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract is envisaged.

4. **Eligible Material and Equipment**

4.1. All the material and equipment to be mobilized under the contract shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to such materials and equipment. For this purpose, ineligible countries are stated in the section-IV titled as “Eligible Countries”.

B. BIDDING DOCUMENTS

5. **Contents of Bidding Documents**

5.1. The scope of Works, bidding procedures, and terms and conditions of the contract are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents which should be read in

conjunction with any addenda issued in accordance with ITB 7.1 include:

Section I -Invitation for Bids

Section II Instructions to Bidders (ITBs)

Section III Bid Data Sheet (BDS)

Section IV Eligible Countries

Section V Evaluation and Qualification Criteria

Section VI Works Requirements Technical Specifications & Schedule of Requirements

Section VII Standard Bidding Forms

Section VIII General Conditions of Contract (GCC)

Section IX Particular Conditions of Contract (PCC)

Section X Contract Forms

5.2. The bidder is expected to examine all instructions, forms, specifications, terms and conditions prescribed in the bidding documents. Failure to furnish all the information required in the bidding documents will be at the bidder's risk and may result in the rejection of his bid.

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

6.1. A prospective bidder requiring any clarification of the bidding document may notify the Procuring agency/Employer through EPADS.

6.2. The Procuring agency/Employer shall respond to the request for clarification in accordance with Rule 31 of the Public Procurement Rules 2004.

6.3. 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 7.

6.4. 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 bidders may request clarification of the schedule of requirement, the evaluation criteria or any other aspects of the bidding documents.

6.5. Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by bidders, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be uploaded on EPADS. Any modification to the bidding documents that may become necessary as a result of the pre-bid meeting shall be made by the Procuring agency/Employer exclusively through the use of an Addendum pursuant to ITB 7. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

6.6. The bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the bidder's own expense.

6.7. The bidder and any of its authorized personnel will be granted permission by the Procuring agency/Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the bidder and its personnel will release and indemnify the Procuring agency/Employer from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

7. **Amendment of Bidding Documents**

7.1. The procuring agency may issue notification of any change, addition, modification or deletion in accordance with Rule 23 of the Public Procurement Rules 2004 i.e. Bidding Documents.

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

Provided that the Procuring agency/Employer shall extend the deadline for submission of bid in pursuance of Rule 27 of the Public Procurement Rules 2004, i.e. Extension of time for submission of bids, if such an addendum is

issued within last three (03) days of the bid submission deadline.

C. PREPARATION OF BIDS

8. **Language of Bid**

8.1. The bid prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and the Procuring agency/Employer shall be written in the English language unless specified in the BDS. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation of the relevant pages in the English language unless specified in the BDS, in which case, for purposes of interpretation of the bidder, the translation shall govern.

9. **Documents Constituting the Bids**

9.1. The Bids prepared by the Bidder shall constitute of all the documents required in the BDS.

10. **Documents Establishing Eligibility of Material, Equipment and Works, their Conformity to Bidding Documents**

10.1. The bid prepared by the bidder shall constitute the following components: -

10.1.1. Documentary evidence established in accordance with ITB 10 that the material and equipment to be utilized by the Bidder for the executions of works are eligible material and equipment and conform to the Bidding Documents;

10.1.2. Documentary evidence established in accordance with ITB 11 that the bidder has been authorized to carry out the Construction works;

10.1.3. Documentary evidence established in accordance with ITB 11 that the bidder is eligible and/or qualified for the subject bidding process;

10.1.4. Form of Bid and Bid Prices completed in accordance with ITB 12 and 13;

10.1.5. Completed schedules as required, including priced Bill of Quantities in accordance with ITB 13.

10.1.6. Technical Proposal completed in all aspects in accordance with ITB-15.

10.1.7. Bid security or Bid Securing Declaration furnished in accordance with ITB 17;

10.1.8. Any other document required in the BDS.

10.2. In addition to the requirements, bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all members and submitted with the bid, together with a copy of the proposed Agreement.

10.3. The bidder shall furnish, as part of its bid, all those documents establishing the eligibility in conformity to the terms and conditions specified in the bidding documents for all material, equipment and works which the bidder proposes to execute.

10.4. The documentary evidence of conformity of the material, equipment and works to the Bidding Documents may be in the form of literature, drawings, and data, and shall consist of:

10.4.1. a detailed description of the work methodology, approach, schedule and resources to be mobilized at site;

10.4.2. an item-by-item commentary on the Procuring agency/Employer’s Technical Specifications demonstrating substantial responsiveness of the material, equipment and works to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications;

10.4.3. any other procurement specific documentation requirement as stated in the BDS.

10.5. The required documents and other accompanying documents must be in English. In case any other language than English is used the pertinent translation into English shall be attached to the original version.

11. **Documents Establishing Eligibility and Qualification of the Bidder**

11.1. The bidder shall furnish, as part of its bid, all those documents establishing the bidder's eligibility to participate in the bidding process and/or its qualification to perform the contract if its bid is accepted.

11.2. The documentary evidence of the bidder's eligibility to bid shall establish to the satisfaction of the Procuring agency/Employer that the bidder, at the time of submission of its bid, is from an eligible country as defined in Section-IV titled as "Eligible Countries".

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

11.3.1. The bidder has the financial and technical capability necessary to perform the Contract, meets the qualification criteria specified in Section-V, Evaluation and Qualification Criteria and BDS.

11.3.2. In the case of a bidder not doing business within Pakistan, the bidder is or will be (if awarded the contract) represented by a local bidder (Joint Venture) in accordance with the PEC works bylaws, and in case of award of works such foreign firm is required to participate in the execution of works to carry out its obligations as prescribed in the Conditions of Contract and /or Technical Specifications.

11.3.3. That the bidder meets the qualification criteria listed in Section-V, Evaluation and Qualification Criteria and BDS.

12. **Forms of Bid**

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

13. **Bid Prices**

13.1. The bid prices quoted by the bidder in the Standard bid Forms, Bill of Quantities and in the Price Schedules shall conform to the requirements specified below or exclusively mentioned hereafter in the bidding documents.

13.2. The bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. If a Price Schedule shows items listed but not priced, their prices shall be construed to be included in the prices of other items in the Bill of Quantities and will not be paid for separately by the Procuring agency/Employer.

13.3. Items not listed in the Price Schedule shall be assumed not to be included in the bid, and provided that the bid is still substantially responsive in their absence or due to their nominal nature, the corresponding average price of the respective item(s) of the remaining substantially responsive bidder(s) shall be construed to be the price of those missing item(s):
Provided that:

13.3.1. where there is only one (substantially) responsive bidder, or

13.3.2. where there is provision for alternate proposals and the respective items are not listed in the other bids,
The Procuring agency/Employer may fix the price of missing items in accordance with market survey, and the same shall be considered as final price.

13.4. The Bid price to be quoted in the Form of Bid in accordance with ITB 12 shall be the total price of the bid.

13.5. Unless otherwise specified in the BDS and the Contract, the rates and prices quoted by the bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the

Conditions of Contract.

13.6. If so specified in ITB 1.1, bids may be invited for individual lots (contracts) or for any combination of lots (packages).

13.7. Prices quoted by the Bidder shall be fixed during the bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable price will be treated as non-responsive and shall be rejected, pursuant to ITB 27, unless otherwise price adjustment is permissible under Conditions of the Contract.

13.8. All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date twenty-eight (28) days prior to the deadline for submission of bids, shall be included in the rates and prices and the total bid price submitted by the bidder.

14. **Currencies of Bid and Payment**

14.1. Prices shall be quoted in Pakistani Rupees unless otherwise specified in the BDS. Comparison of bids and tie of bid shall be treated in accordance with the Rule 30(2) of Public Procurement Rules, 2004.

15. **Documents Comprising the Technical Proposal**

15.1. The bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section VII – Standard Bid Forms, in sufficient detail to demonstrate the adequacy of the bidder's proposal to meet the work requirements and the completion time.

16. **Bid Validity Period**

16.1. Bids shall remain valid for the period specified in the BDS after the bid submission deadline prescribed by the Procuring agency/Employer. A bid valid for a shorter period shall be rejected by the Procuring agency/Employer as non-responsive. The period of bid validity will be determined from the complementary bid securing instrument i.e. the expiry period of bid security or bid securing declaration as the case may be.

16.2. Under exceptional circumstances, prior to the expiration of the initial Bids/Bid validity period, the Procuring Agency may request the Bidders' consent to an extension of the period of validity of their Bids/Bid. Such request for extension of the period of bid validity shall be carried out in accordance with Rule 26 of the Public Procurement Rules, 2004.

17. **Bid Security or Bid Securing Declaration**

17.1. Pursuant to ITB 11.1 unless otherwise specified in the BDS, the bidder shall furnish as part of its bid, a Bid Security in accordance with Rule 25 of the Public Procurement Rules, 2004 in the amount and currency specified in the BDS or Bid Securing Declaration as specified in the BDS in the format provided in Section VII (Standard Bidding Forms).

In case Procuring agency/Employer is inviting bids in lots / packages, the bidder shall be required to submit his bid security against the respective lot/ package for which he is submitting his bid.

Until the development of functionality of auto verification of financial instrument in EPADS, the scanned copy of bid security or bid securing declaration, as the case may be, shall be uploaded on E-PADS whereas the original instrument to be submitted to the procuring agency before closing of bid submission deadline,

17.2. The Bid Security shall be denominated in the local currency or in another freely convertible currency, and it shall be in the form specified in the **BDS** which shall be in any of the following:

17.2.1. A bank guarantee, an irrevocable letter of credit issued by a Scheduled bank in the form provided in the Bidding Documents or another form acceptable to the Procuring agency/Employer and valid for twenty-eight (28) days beyond the end of the validity of the Bid. This shall also apply if the period for Bid Validity is extended. In either case, the form must include the complete name of the bidder;

17.2.2. A cashier's or certified cheque; or

17.2.3. Another security as indicated in the **BDS**.

17.3. The Bid Security or Bid Securing Declaration shall be in accordance with the Form of the Bid Security or Bid Securing Declaration included in Section VII (Standard Bidding Forms) or another form approved by the Procuring agency/Employer prior to the bid submission.

17.4. The Bid Security shall be payable promptly upon written demand by the Procuring agency/Employer in case any of the conditions listed in ITB 17.9 are invoked.

17.5. Any bid not accompanied by a Bid Security or Bid Securing Declaration in accordance with ITB 17.1 or 17.3 shall be rejected by the Procuring agency/Employer and shall be declared as non-responsive bid, pursuant to ITB 27.

17.6. Unsuccessful bidders' Bid Security will be discharged or returned as promptly as possible, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Procuring agency/Employer pursuant to ITB 16. The Procuring agency/Employer shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, after whichever of the following that occurs earliest:

17.6.1. The expiry of the Bid Security;

17.6.2. The entry into force of a procurement contract and the provision of a performance security (or guarantee), for the performance of the contract if such a security (or guarantee), is required by the Biding documents;

17.6.3. The rejection by the Procuring agency/Employer of all Bids;

17.6.4. The withdrawal of the bid prior to the deadline for the submission of bids, unless the biding documents stipulate that no such withdrawal is permitted.

17.7. The successful bidder's Bid Security will be discharged upon the bidder signing the contract pursuant to ITB 40, or furnishing the performance security (or guarantee), pursuant to ITB 41.

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

17.8.1. if a Bidder:

17.8.1.1. Withdraws its Bid during the period of Bid Validity as specified by the Procuring agency/Employer, and referred by the bidder on the Form of Bid except as provided for in ITB 16.2; or

17.8.2. In the case of a successful bidder, if the bidder fails:

17.8.2.1. to sign the contract in accordance with ITB 40; or

17.8.2.2. to furnish performance security (or guarantee) in accordance with ITB 41.

17.9. In case of Bid Security issued by the foreign bank is allowed by the Procuring agency/Employer, the same should be counter guaranteed by a corresponding bank in Pakistan. Furthermore, in case of joint venture, it should be in the name of Joint venture to ensure joint responsibility. In case the JV is not legally constituted at the time of bid submission, the bid security or bid securing declaration shall be in the names of all future members as named in the letter of bid.

18. **Withdrawal of Bids**

18.1. Before bid submission deadline, any bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and the corresponding must accompany the respective written notice.

19. **Format and Signing of Bid**

19.1. The Bidder shall prepare and submit Bids through EPADS with due diligence after carefully reading all the terms and condition before bid submission deadline.

D. SUBMISSION OF BIDS

20. **Submission of Bids through EPADS v2.0**

20.1. All bids shall be submitted through EPADS v2.0.

21. **Deadline for Submission of Bids**

21.1. All bids shall be received through **EPADS v2.0** not later than bid submission deadline as specified in the **BDS**.

21.2. The Procuring agency/Employer may, under exceptional circumstances and at its discretion, extend the deadline for the submission of bids, pursuant to Rule 27 of the Public Procurement Rules, 2004. Extension of Time for submission of bid, by amending the Bidding Documents in accordance with ITB 7, in which case all rights and obligations of the Procuring agency/Employer and bidders previously subject to the deadline will thereafter be subject to the new deadline.

22. **Substitution and Modification of bids**

22.1. A bidder may substitute or modify his bid after it has been submitted, provided that written notice of the substitution or modification of the bid, is received by the Procuring agency/Employer prior to the deadline for submission of bids.

22.2. Revised bid may be submitted after the substitution or modification made in the original bid in accordance with the provisions referred in **ITB 18** .

E. OPENING AND EVALUATION OF BIDS

23. **Opening of Bids**

23.1. The Procuring Agency will open bids in accordance with Rule 28 of the Public Procurement Rules, 2004 and as specified in the BDS.

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 persons not officially concerned with such process until the time of the announcement of the respective evaluation report.

25. **Clarification of Bids**

25.1. Clarification of Bidding Documents shall be carried out in accordance with Rule 31 of the Public Procurement Rules, 2004.

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

25.2.1. evaluation & qualification criteria;

25.2.2. required scope of work;

25.2.3. contract price;

25.2.4. all securities requirements;

25.2.5. tax requirements;

25.2.6. terms and conditions of bidding documents.

25.2.7. change in the ranking of the bidder

26. **Preliminary Examination of Bids**

26.1. Prior to the detailed evaluation of bids, the Procuring agency/Employer will determine whether each bid:

26.1.1. meets the eligibility criteria defined in **ITB 3** and **ITB 4**;

26.1.2. has been prepared as per the format and contents defined by the Procuring agency/Employer in the bidding documents;

26.1.3. has been properly signed;

26.1.4. is accompanied by the required securities; and

26.1.5. is substantially responsive to the requirements of the bidding documents.

The Procuring agency/Employer's determination of a bid's substantial responsiveness will be based on the contents of the bid itself.

26.2. A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one that: -

26.2.1. affects in any substantial way the scope, quality, or performance of the Works;

26.2.2. limits in any substantial way, inconsistent with the bidding documents, the Procuring agency/Employer's rights or the bidders' obligations under the Contract; or

26.2.3. if rectified, would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

26.3. The Procuring agency/Employer will confirm that the documents and information specified under ITB 9, 10 and 11 have been provided in the bid. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Bidders, the bid shall be rejected.

26.4. The Procuring agency/Employer may waive-off any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

Explanation: A minor informality, non-conformity or irregularity is one that is merely a matter of form and not of substance. It also pertains to some immaterial defect in a Bid or variation of a bid from the exact requirements of the invitation that can be corrected or waived without being prejudicial to other bidders. The defect or variation is immaterial when the effect on quantity, quality, or delivery is negligible when contrasted with the total cost or scope of the works. The Procuring agency/Employer either shall give the bidder an opportunity to cure any deficiency resulting from a minor

informality or irregularity in a bid or waive the deficiency, whichever is advantageous to the Procuring agency/Employer. Examples of minor informalities or irregularities include failure of a bidder to –

26.4.1. *Submit the number of copies of signed bids required by the invitation;*

26.4.2. *Furnish required information concerning the number of its employees;*

26.4.3. *the firm submitting a bid has formally adopted or authorized, before the date set for opening of bids, the execution of documents by typewritten, printed, or stamped signature and submits evidence of such authorization and the bid carries such a signature.*

26.5. Provided that a Technical Bid is substantially responsive, the Procuring agency/Employer may request the bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Technical Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any such aspect of the technical Proposal linked with the ranking of the bidders. Failure of the bidder to comply with the request may result in the rejection of its bid.

26.6. Provided that a Technical Bid is substantially responsive, the Procuring agency/Employer shall rectify quantifiable nonmaterial nonconformities or omissions related to the Financial Proposal. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the missing or nonconforming item or component.

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

27. **Examination of Terms and Conditions; Technical Evaluation**

27.1. The Procuring agency/Employer shall examine the bid to confirm that all terms and conditions specified in the **GCC** and the **PCC** have been

accepted by the bidder without any material deviation or reservation.

For this purpose:

“Deviation” means departure from the requirements specified in the Bidding Document.

“Reservation” means setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document.

27.2. The Procuring agency/Employer shall evaluate the technical aspects of the bid submitted in accordance with ITB 30, to confirm that all requirements specified in Section VI – Works Requirement, Technical Specifications of the Bidding Documents have been met without material deviation or reservation.

27.3. If after the examination of the terms and conditions and the technical evaluation, the Procuring agency/Employer determines that the bid is not substantially responsive in accordance with ITB 27, it shall reject the bid.

28. **Correction of Arithmetic Errors**

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

28.1.1. if there is a discrepancy between unit prices and the sub-total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the sub-total price shall be corrected, unless in the opinion of the Procuring agency/Employer there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;

28.1.2. 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

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

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

28.2. The amount stated in the Bid will, be rectified by the Procuring agency/Employer in accordance with the above procedure for the correction of errors and, with, the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount, its bid shall be rejected after forfeiture of Bid Security or execution of the Bid Securing Declaration, as the case may be, in accordance with **ITB 41.3**.

29. **Conversion to Single Currency**

29.1. The unit rates and the prices shall be quoted by the bidder entirely in Pak rupees. A bidder expecting to incur expenditures in other currencies for inputs to the Works from outside the Procuring agency/Employer's country (referred to as the "Foreign Currency Requirements") shall indicate the same in the letter of bid-financial proposal. The proportion of the Bid Price (excluding Provisional Sums) needed by him for the payment of such Foreign Currency Requirements either (i) entirely in the currency of the Bidder's home country or, (ii) at the bidder's option, entirely in Pak rupees provided always that a bidder expecting to incur expenditures in a currency or currencies other than those stated in (i) and (ii) above for a portion of the foreign currency requirements, and wishing to be paid accordingly, shall indicate the respective portions in his bid. Comparison of bids quoted in different currencies and conversion of bids into a single currency shall be carried out in accordance with Rule 30(2) of the Public Procurement Rules, 2004**.**

30. **Evaluation of Bids**

30.1. The Procuring agency/Employer shall evaluate and compare only the bids determined to be substantially responsive, pursuant to **ITB 27**.

30.2. In evaluating the Technical Proposal of each Bid, the Procuring agency/Employer shall use the criteria and methodologies listed in the BDS

and in terms of works requirement. No other evaluation criteria or methodologies shall be permitted.

30.3. The Procuring agency/Employer's evaluation of a bid will take into account:

30.3.1. 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;

30.3.2. converting the amount resulting from applying above, if relevant, to a single currency in accordance with ITB 29;

30.4. The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.

30.5. If these bidding documents allow bidders to quote separate prices for different lots, and the award to a single bidder of multiple lots, the methodology of evaluation to determine the lowest evaluated lot combinations in the Form of Bid, is specified in the **BDS**.

30.6. If the bid, which results in the Evaluated Bid Price (Successful Bid), is seriously unbalanced or front loaded in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the performance security be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.

Explanation:

"Unbalanced" or "front-loaded" bids consist of deliberately submitting bids with artificially high prices or unit rates for the early stages of a construction project, offset by artificially low prices or unit rates for the later stages of the project, to improve the contractor's cash flow.

31. **Domestic Preference**

31.1. If the **BDS** so specifies, the Procuring agency/Employer will grant a margin of preference to the domestic contractor in line with the rules, regulations, regulatory guides or instructions issued by the Authority from time to time.

32. **Determination of Successful Bid**

32.1. The Procuring agency/Employer shall compare the evaluated bids in accordance with the predefined bidding procedure, of all substantially responsive bids to determine the Successful bidder.

33. **Qualification of Bidder**

33.1. The Procuring agency/Employer shall determine to its satisfaction whether the bidder is substantially responsive and whose bid is declared as Successful bid either continues to meet (if prequalification applies) or meets (if post-qualification applies) the qualifying criteria specified in Evaluation and Qualification Criteria.
Note: In case of international bidding, the parameters for incorporation or licensing within Pakistan may be fulfilled as part of post qualification.

33.2. The determination shall be based upon an examination of the documentary evidence of the bidder’s qualifications submitted by the bidder, pursuant to **ITB 11**.

33.3. Prior to contract award, the Procuring agency/Employer will verify that the successful bidder (including each member of a JV) is not blacklisted/debarred. The Procuring agency/Employer will conduct the same verification for each sub-contractor proposed by the successful bidder.

34. **Sub-Contractors**

34.1. The bidder shall provide details regarding any specialized sub-contractor to the Procuring agency/Employer. In case change of sub-contractors, the bidder shall promptly notify the Procuring agency/Employer and obtain approval for replacement of sub-contractors.

34.2. Bidders may propose sub-contracting up to the percentage of total value of contracts or the volume of works as specified in the **BDS**.

35. **Abnormally Low Financial Bid**

35.1. A procuring Agency may reject abnormally low bids. The decision of the Procuring agency/Employer to reject a bid and reasons for the decision shall be recorded in the procurement proceedings and promptly communicated to the bidder concerned. Moreover, the Procuring agency/Employer shall not incur any liability solely by rejecting abnormally bid

Guidance for Procuring agency/Employer:

An abnormally low bid means, in the light of the Procuring agency/Employer's estimate and of all the bids submitted, the bid appears to be abnormally low by not providing a margin for normal levels of profit. In order to identify the Abnormally Low Bid (ALB) following approaches can be considered to minimize the scope of subjectivity:

35.1.1. Comparing the bid price with the cost estimate;

35.1.2. Comparing the bid price with the bids offered by other bidders submitting substantially responsive bids; and

35.1.3. Comparing the bid price with prices paid in similar contracts in the recent past either government- or development partner-funded.

35.2. The Procuring agency/Employer will determine to its satisfaction whether the bidder that is selected as having submitted the successful bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in **ITB 11**

35.3. The determination will take into account the bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder, pursuant to **ITB 11**, as well as such other information as the Procuring agency/Employer deems necessary and appropriate. Factors not included in these bidding documents shall not be used in the evaluation of the bidders' qualifications.

35.4. Procuring agency/Employer may seek “Certificate for Independent Price Determination” from the bidder and the results of reference checks may be used in determining award of contract.

Explanation: The Certificate shall be furnished by the bidder. The bidder shall certify that the price is determined keeping in view of all the essential aspects such as raw material, its processing, value addition, optimization of resources due to economy of scale, transportation, insurance and margin of profit etc.

35.5. An affirmative determination will be a prerequisite for award of the contract to the bidder. A negative determination will result in rejection of the bidder’s bid, in which event the Procuring agency/Employer will proceed to the next ranked bidder to make a similar determination of that bidder’s capabilities to perform satisfactorily.

F. AWARD OF CONTRACT

36. **Criteria of Award**

36.1. Subject to **ITB 36 and 37**, the Procuring agency/Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has been declared as Successful Bidder, provided that such bidder has been determined to be:

36.1.1. eligible in accordance with the provisions of **ITB 3**;

36.1.2. is determined to be qualified to perform the Contract satisfactorily; and

36.1.3. Successful negotiations have been concluded, if any.

37. **Negotiations**

37.1. The Committee of the Procuring agency/Employer may negotiate with the Most Advantageous Bidder relating to the following areas:

37.1.1. a minor alteration to the technical (drawings, design technical specifications) details of the statement of works;

37.1.2. Methodology, work plan, staffing in view to streamline the work;

37.1.3. a minor amendment to the Particular conditions of Contract;

37.1.4. finalizing payment arrangements;

37.1.5. clarifying details that were not apparent or could not be finalized at the time of Bidding;

37.2. Where negotiation fails to result into an agreement, the Procuring agency/Employer may invite the next ranked bidder for negotiations. Where negotiations are commenced with the next ranked bidder, the Procuring agency/Employer shall not reopen earlier negotiations.

38. **Procuring agency's Right to reject All Bids**

38.1. The procuring agency has the right to reject all bids in accordance with Rule 33 of the Public Procurement Rules, 2004. However, the Authority (i.e. **PPRA**) may call from the Procuring agency/Employer the justification of those grounds.

39. **Notification of Award**

39.1. The procuring agency shall announce and publish the evaluation result in accordance with Rule 35 of the Public Procurement Rules, 2004.

39.2. Where no complaints have been lodged, the bidder whose bid has been accepted will be notified of the award by the Procuring agency/Employer prior to expiration of the bid validity period through EPADS. However, the Procuring agency/Employer shall not award any procurement contract at least for five (05) days after the announcement of final evaluation report. The notification letter (herein after and in the condition of the contract and contract form called “Letter of Acceptance” will specify the sum that the Procuring agency/Employer will pay the successful bidder in consideration for the execution and completion of the

works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).

39.3. The notification of award will constitute the formation of the Contract, subject to the bidder furnishing the Performance Security (or guarantee) in accordance with **ITB 41** and signing of the contract in accordance with **ITB 40**.

39.4. Upon the successful bidder's furnishing of the performance security (or guarantee) pursuant to **ITB 41**, the Procuring agency/Employer will promptly notify each unsuccessful bidder, the name of the successful bidder and the Contract amount and will discharge the Bid Security or Bid Securing Declaration of the bidder(s) pursuant to **ITB 17**.

40. **Signing of Contract**

40.1. Promptly after notification of award, Procuring agency/Employer shall send the successful bidder the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract.

40.2. Immediately after the Redressal of grievance by the **GRC**, and after fulfillment of all conditions precedent of the Contract Form, the successful bidder and the Procuring agency/Employer shall sign the contract.

40.3. Where no formal signing of a contract is required, work order issued to the bidder shall be construed to be the contract.

41. **Performance Security (or Guarantee)**

41.1. After the receipt of the Letter of Acceptance, the successful bidder, within the specified time, shall deliver to the Procuring agency/Employer a Performance Guarantee in the amount and in the form stipulated in the BDS and PCC, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.

41.2. If the Performance Guarantee is provided by the successful bidder and it shall be in the form specified in the BDS which shall be in any of the following:

41.2.1. certified cheque, cashier's or manager's cheque, or bank draft;

41.2.2. irrevocable letter of credit issued by a scheduled bank of Pakistan or in the case of an irrevocable letter of credit issued by a foreign bank, the letter shall be confirmed or authenticated by a scheduled bank of Pakistan;

41.2.3. bank guarantee confirmed by a reputable local bank or, in the case of a successful foreign bidder, bonded by a foreign bank; or

41.2.4. surety bond callable upon demand issued by any reputable surety or insurance company.
Any Performance Guarantee submitted shall be enforceable in Pakistan.

41.3. Failure of the Most Advantageous Bidder to comply with the requirement of **ITB 40** shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security or declare blacklisted (in case bid securing declaration is submitted) in which event the Procuring agency/Employer may make the award to the next most advantageous bidder or reinitiate the procurement process afresh (as a case may be).

42. **Advance Payment**

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

42.2. The Procuring agency/Employer will provide an advance payment as stipulated in the Conditions of Contract, subject to a maximum amount, as stated and/or Conditions of the Contract. The advance payment request shall be accompanied by an advance payment security (guarantee) in the form provided in Section X. For the purpose of receiving the advance payment, the bidder shall make and estimate of, and include in its bid, the expenses that will relate to the purchase of equipment, machinery, materials, and on the engagement of labor during the first month beginning with the date of the Procuring agency/Employer's "**Notice to Commence**" as specified in the **PCC**.

43. **General Performance of the Bidders**

43.1. The Procuring agency/Employer reserves the right to obtain information regarding performance of the bidders on their previously awarded contracts / works. The Procuring agency/Employer may seek information / report from the previous employer for consideration. However, the Procuring agency/Employer shall incorporate such parameters in the evaluation criteria and accordingly decide the fate of the bid submitted.

44. **Corrupt & Fraudulent Practices**

44.1. Procuring agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/Suppliers/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts, and will avoid to engage in any corrupt and fraudulent practices.

G. GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM

45. **Grievance Redressal**

45.1. Grievance Redressal shall be carried out in accordance with Rule 48 of the Public Procurement Rules, 2004 i.e. Redressal of grievances by the procuring agency and “Redressal of Grievances Regulations 2021”.

H. MECHANISM OF BLACKLISTING

46. **Mechanism of Blacklisting**

46.1. The Procuring agency/Employer shall proceed Blacklisting of Bidders/Contractors in accordance with Rule 19 of the Public Procurement Rules, 2004 i.e. Blacklisting and “Blacklisting and Debarment of Bidders or Contractors Regulations 2024.

Bid Data Sheet

Bids Data Sheet (BDS)

The following specific data for the procurement of Goods 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		
1	**1.1**	Name of Procuring Agency:**State Life, Real Estate, Hyderabad (State Life Insurance Corporation of Pakistan (SLIC))** The subject of procurement is:**TENDER FOR UPGRADATION OF TOILET BLOCKS & PLUMBING SHAFT UNIT WORKS AT STATE LIFE BUILDING #3 THANDI SARAK HYDERABAD** Expected commencement date: **Thursday, December 3, 2026**
2.	**2.1**	Financial year for the operations of the Procuring Agency:**2026-27** Name and identification number of the Contract: **P157800**
3.	**3.1**	JV/Consortium or AssociationAllowed: **No** Number of JV/Consortium Members: **Nil**
B. Bidding Documents		

4.	**6.2 & 6.4**	The Bidders may seek clarifications through **EPADS v2.0**: Clarification Date: Saturday, October 31, 2026
5.	**7.2**	Any addendum, in case issued, shall be published on **State Life, Real Estate, Hyderabad (State Life Insurance Corporation of Pakistan (SLIC))** website and on **EPADS v2.0**.

C. Preparation of Bids

6.	**8.1**	List of documents required along with the bid: No
7.	**9.1**	The qualification criteria to establish the supply / production capability of the bidder. *see Eligibility Criteria*
8.	**11.2**	**Works and Their relateddocuments:** *See section Required Scope of Work*
9.	**11.1**	Price schedule will be provided according to the format defined and acquired. *see section price schedule.*
10.	**11.4**	**Specifications:** *see section of specifications.*
11.	**11.5 & 13.5**	The price shall be **Fixed**. The bid price shall be adjusted in accordance with Appendix provided – Formula for Price Adjustment.

12.	**14.1**	Currency of the Bids shall be : **PKR**
13.	**16.1**	The Bids/Bid Validity period shall be: **180 Days**
14.	**17.1**	The amount of Bid Security shall be as defined in Bid Security Section for items and lots given in **BDS 6**
15.	**17.2**	The Bid Security shall be in the form of: **Pay Order**
16.	**15.1**	Alternative Bids to the requirements of the bidding documents willnot be permitted.

D. Submission of Bids

17.	**18.1 & 21.1**	Bid shall be submitted online on EPADS v2.0 whereas hard copy of the bid security should be submitted to the following; **State Life Building # 3, Thandi Sarak, Hyderabad, Hyderabad, Hyderabad (District), Hyderabad (Division), Sindh (Province).** Bids that are not submitted on EPADS v2.0 shall be disqualified. The deadline for Bids submission is: **Tuesday, November 3, 2026 11:00 AM**

E. Opening and Evaluation of Bids

18.	**24.1**	The Bids opening shall take place on **EPADS v2.0**. Day *:* ***Tuesday*** Date:***November 03, 2026*** Time *:* ***11:30 AM***
19.	**30.2**	Selection technique adopted will be: **Least Cost Based Selection (LCBS)** *see Evaluation Criteria*
F. Award of Contract		
20.	**41.1 & 41.2**	The Performance guarantee shall: **0%**. The Performance Guarantee shall be acceptable in the form of:**Nil**
21.	**45.1**	Arbitrator shall be appointed by mutual consent of the both parties.
G. Review of Procurement Decisions		
22.	**37**	Grievance against this procurement shall be submitted online on EPADS v2.0.

Eligibility Criteria

All Active Taxpayers shall be eligible to participate in the procurement process, unless expressly excluded or otherwise restricted under the Eligibility Criteria specified by the Procuring Agency.

Required Registration
NADRA CITIZENSHIP (CNIC/NICOP) FBR (NTN) FBR (GSTN) PEC

Eligibility Criteria	Document
SRB REGISTRATION	Yes
a. Valid NTN registration. b. Valid SST / GST registration(As required) c. PEC registration in PEC-6 CIVIL or above category. d. Undertaking that participating firm / company is Not blacklisted by any of Provincial or Federal Government Department, Autonomous body or Private Sector Organization anywhere in Pakistan.	Yes

Evaluation Criteria

Least Cost Based Selection (LCBS)

Weightage

Technical Evaluation %
100

Technical Marks	100
Passing Marks	**60**
Technical Evaluation Criteria	
YEARS OF EXPERIENCE RELATED TO SUBJECT WORKS (PLEASE ATTACH EVIDENCE) • Up-to 4 years • 5 to 7 years • 8 to 10 years • 11 to 14 years • 15 years and more (Quantitative)(Doc Required)	20
SIMILAR CONTRACT OF REPUTED/ RENOWNED FIRMS IN HAND (PLEASE ATTACH EVIDENCE) • Up-to 3 Contracts • 4 to 6 contracts • 7 to 9 contracts • More than 10 Contracts (Quantitative)(Doc Required)	15
LIST OF CONTRACTS IN PROGRESS HAVINGVALUE ABOVE 1.0 MILLION (2.5 Marks each) (Quantitative)(Doc Required)	10
TECHNICAL STAFF WITH RELATED EXPERIENCE RELATED TO THE DISCIPLINE Numbers of Staff: Up-to 3 3 to 5 >5 (Quantitative)(Doc Required)	10
FINANCIAL STATUS OF THE FIRM The company should maintain minimum balance as follow at the last day of each month in their bank account during last two years • Up-to Rs. 01 million • 1 million to 3 million • >3 million or more (Quantitative)(Doc Required)	15

TOTAL SIMILAR CONTRACTS EXECUTED BY THE FIRM DURING PAST 05 YEARS • 1 to 3 contractors • 4 to 10 contractors • 11 to 14 contractors • >15 contractors (Quantitative)(Doc Required)	20
ISO 9000 CERTIFICATION FOR COMPNY (Quantitative)(Doc Required)	5
ENLISTMENT WITH OTHERS FIRMS (01 MARKS/ ENLISTMENT (Quantitative)(Doc Required)	5

Jobs/Lots

Lot Title : UPGRADATION OF TOILET BLOCKS & PLUMBING SHAFT UNIT WORKS AT STATE LIFE BUILDING #3 THANDI SARAK HYDERABAD

Bid Security : 200000 PKR

Job	Delivery Schedule	Quantity
CIVIL WORKS	**Address:** State Life Building # 3, Thandi Sarak, Hyderabad, Hyderabad, Hyderabad (District), Hyderabad (Division), Sindh (Province). **Schedule:** 80 Days **Quantity:** 1/job	1/job
PLUMBING WORKS	**Address:** State Life Building # 3, Thandi Sarak, Hyderabad, Hyderabad, Hyderabad (District), Hyderabad (Division), Sindh (Province). **Schedule:** 80 Days **Quantity:** 1/job	1/job
ELECTRICAL WORKS	**Address:** State Life Building # 3, Thandi Sarak, Hyderabad, Hyderabad, Hyderabad (District), Hyderabad (Division), Sindh (Province). **Schedule:** 80 Days **Quantity:** 1/job	1/job

Related Services :

No

Work Specifications and Market Rates

Lot Title: UPGRADATION OF TOILET BLOCKS & PLUMBING SHAFT UNIT WORKS AT STATE LIFE BUILDING #3 THANDI SARAK HYDERABAD

Specifications / Requirements:

Sr. No	Ref. No.	Description	Unit	Qty	Rate		Amount
1	1	Dismantling, removing of existing hot & cold water supply lines including any structure as per site and as directed by the Engineer. Dismantled material shall be contractor's property	Rft	833	89.25	(Rupees Seventy four thousand three hundred forty five only)	74345.25
2	2	Dismantling, removing of existing hot & cold water supply lines including any structure as per site and as directed by the Engineer. Dismantled material shall be contractor's property	Rft	1250	65.1	(Rupees Eighty one thousand three hundred seventy five only)	81375
3	3	Dismantling, removing of existing firefighting water supply lines including any structure as per site and as directed by the Engineer. Dismantled material shall be contractor's property	Rft	750	89.25	(Rupees sixty six thousand nine hundred thirty eight only)	66937.5

Sr. No	Ref. No.	Description	Unit	Qty	Rate		Amount
4	4	Dismantling of Wooden shutters with frame of any thickness, tile floor including cleaning of floor/roof & Disposal of derbies Complete in all respect	SFT	1428	52.5	(Rupees Seventy four thousand nine hundred seventy only)	74970
5	5	Dismantling of existing clay bricks flooring at roof top floor as shown in the drawing/ as per site including disposal of surplus material and as directed by the Engineer. Dismantled material shall be contractor's property.	SFT	5000	15.75	(Rupees Seventy eight thousand seven hundred fifty only)	78750
6	6	Dismantling of existing stair case marble flooring & main entrance marble floor as shown in the drawing/ as per site including disposal of surplus material and as directed by the Engineer. Dismantled material shall be contractor's property.	SFT	1250	63	(Rupees Seventy eight thousand seven hundred fifty only)	78750
7	7	Dismantling and removal of existing exposed 6” diameter GI sewer pipes and associated shaft components, including safe disposal of debris.	Rft	620	68.25	(Rupees forty two lac three hundred fifteen only)	42315

PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Sr. No	Ref. No.	Description	Unit	Qty	Rate		Amount
8	8	Dismantling, removing of existing building lavatory blocks floor & wall tiles including disposal of debris materials to designated places/location as directed by the Engineer. All the dismantled materials shall be contractor's property and rate/price of dismantling work should include compensation of such items obtained by the Contractor from existing building.	Sft	2626	442	(Rupees One lac ten thousand two hundred ninety two only)	110292
9	9	Site Establishment and Safety Precautions, which includes mobilization, safety signage, barricading, access control, etc.	Job	1	63000	(Rupees Sixty three thousand only)	63000
10	10	Integration of Inspection Chambers in Shafts Constructing access chambers at floors or shaft locations for future maintenance.	No	8	7875	(Rupees Sixty three thousand only)	63000
11	11	Providing & fixing local Wall Tiles with border of floor tiles as including 1:4 rough plaster, stuck with base coat of approved Dry bond, grouting in matching color also includes removal of existing plaster etc. to accommodate new finishes, including all cuttings, grouting, and making all details complete in all respect as per drawings and Engineers instructions.	Sft	5418	472.5	(Rupees Two million five hundred sixty thousand and five only)	2560005

Sr. No	Ref. No.	Description	Unit	Qty	Rate		Amount
12	12	Providing/ Laying floor tiles for Washroom Flooring including 3" thick 1:4 cement sand mortar for surfacing, grouting with matching grout material of Stile, with proper slope of floor tiles towards floor trap, complete in all respect as per satisfaction of Engineer. Vendor has to arrange the required size floor tiles with laser cutting from supplier	Sft	1344	336	(Rupees Four lac fifty one thousand five hundred eighty four only)	451584
13	13	Waterproof Paint Application on Walls and Ceiling. Water-resistant emulsion will be used on internal surfaces of washrooms.	Sft	1344	336	(Rupees Three lac twenty four thousnd five hundred seventy six only)	324576
14	14	Retrofitting and Repair of Ceiling Surfaces. Chipping damaged plaster, drying, bonding, re-plastering and finishing ceiling surfaces	Sft	640	262.5	(Rupees One lac sixty eight thousand only)	168000
15	15	Supply, installation, Testing & Commissioning of PPR PN-20 cold/hot water pipes with molded fittings PN-25 as per DIN 16962, i/c pipe supports as indicated on the drawing, as per specifications & Engineers approval 32mm dia	Rft	354	420	(Rupees One lac sixty eight thousand only)	148680

Sr. No	Ref. No.	Description	Unit	Qty	Rate		Amount
16	16	Providing & fixing of brass (PPR coated) ball valves as indicated othe drawing & as specified in specifications 32 mm Dia	Nos	8	5250	(Rupees Fourty two thousand only)	42000
17	17	Providing, fixing, Testing & Commissioning of uPVC pipes & fittings as indicated on the drawing, as per specifications & Engineers approval & 6 dia	Rft	254	577.5	(RupeesOne lac fourty six thousand six hundred eighty five only)	146685
18	18	4"DIA	Rft	50	472.5	(Rupees Twenty three thousand six hundred twenty five only)	23625
19	19	Providing and fixing European type ceramics ware coupled water closet, white / light color including 3 gallons cistern, P/s Trap, PVC flexible pipe connection, C.P tee stop cock with wall cups, "PORTA Brand" bacolite seat cover of best quality complete in all respect.	No	16	31500	(Rupees Five lac four thousand only)	504000

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Sr. No	Ref. No.	Description	Unit	Qty	Rate		Amount
20	20	Providing and fitting Glazed earthen ware water closet, squatter type (Orissa pattern), combined with foot rest, Best Quality including ceramic Flushing tank Porta connected by concealed arrangement, tee stop cock for cistern water inlet and C.P connector with nuts and fitting, approved other ancillary material complete in all respect.	No	24	13650	(Rupees Three lac twenty seven thousand six hundred only)	327600
21	21	Installation of Wash Basins and Vanity Counters. Counters with stone/marble tops and basins with mixer taps.	No	32	13650	(Rupees Four lac thirty six thousand eight hundred only)	436800
22	22	Providing & fixing of PVC floor trap with multiple inlets & 4" dia outlet with S.S grating the approved design as per specifications	No	32	1260	(Rupees Fourty thousand three hundred twenty only)	40320
23	23	Provide and fix C.P Muslim Showers manufactured by Master/ Sonex orequivalent,complete with stop cock and controlled spray head.	No	16	4200	(Rupees Sixty seven thousand two hundred only)	67200
24	24	Replacement of Faucets and Taps (Manual + Sensor-based). Standard and sensor taps in selected locations	No	100	3990	(RupeesThree lac ninety nine thousand only)	399000

Sr. No	Ref. No.	Description	Unit	Qty	Rate		Amount
25	25	Installation of Water-Efficient Urinals with Optional Sensors. High-efficiency ceramic urinals with optional sensor flushing and partition panels.	No	8	8925	(Rupees Seventy one thousand four hundred only)	71400
26	26	Installation of Toilet Accessories. Soap dispensers, towel holders, tissue holders, grab bars, hooks, etc.	JOB	16	36750	(Rupees Five lac eighty eight thousand only)	588000
27	27	Supply, installation, testing, and commissioning of new 6” diameter uPVC sewer pipes, conforming to ASTM D3034 / ASTM F679 or equivalent approved ASTM standards for sewer applications. Re-routing of pipelines through designated internal ducts/shafts, including all required fittings, joints, supports, and access provisions. Construction of new shaft enclosures, including insulation, protective covering, surface finishing, and all incidental works necessary to complete the installation in accordance with specifications and to the satisfaction of the Engineer.	RFT	620	651	(Rupees Four lac three thousand six hundred twenty only)	403620

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Sr. No	Ref. No.	Description	Unit	Qty	Rate		Amount
28	28	Circuit wiring from DB to switch board/dimmer including any wiring from switch board to switch board with 2x2.5 Sq.mm + ECC 1x2.5 Sqmm, 1-core PVC wires in 25mm dia of pvc conduit.	Nos	3	13650	(Rupees Fourty thousand nine hundred fifty only)	40950
29	29	Wiring for light point from switch board / Dimmer board to first light point with 1.5 Sq.mm common neutral of 1.5 Sq.mm and common ECC 1.5 Sq.mm + wires in 25mm dia exposed PVC conduit as shown on drawings.	Nos	12	5565	(RupeesSixty six thousand seven hundred eighty only)	66780
30	30	Same as above item but wiring from light point to point. Brand: Clipsal/Orange/Legrand Or Equivalent	Nos	12	2940	(Rupees thirty five thousand two hundred eighty only)	35280
31	31	Supply and installation of following 10 Amps, one-way gang type switches or 10/13/15/20 Amps socket outlets make including 16 SWG sheet steel back boxes recessed / surface on wall or as per design drawings. Brand: Clipsal/Orange/Legrand Or Equivalent	Nos	16	4725	(Rupees Seventy five thousand six hundred only)	75600

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Sr. No	Ref. No.	Description	Unit	Qty	Rate		Amount
32	32	Supply Installation of the following lighting fixture complete with ballast, starter p.f.i capacitor and specified lamps.Supply of all the accessories required for the installation of Light Fixtures is included. Brand: Philips/Britlite/Fast/OSAKA Or Equivalent.	Nos	16	4725	(Rupees Seventy five thousand six hundred only)	75600
33	33	CEILING RECESSED / MOUNTED 45W LED 600MMX600MM PANEL LIGHT WITH CRI 90% COLOR TEMP 4000K/5000K OR AS	Nos	64	11550	(Rupees Seven lac thirty nine thousand two hundred only)	739200
34	34	SURFACE MOUNTED 12 W LED PACIFIC LIGHT WITH COLOR TEMP 4000K/5000K OR AS PER ARCHITECT.	Nos	16	3675	(Rupees Fifty eight thousand eight hundred only)	58800
35	35	Supply Installation Testing & Commissioning Exhaust Fan 12"x2" Complete in all respect GFC/PAK FAN/VOLDAM Or Equivalent	Nos	16	7560	(Rupees One lac twenty thousand nine hundred sixty only)	120960
						GRAND TOTAL:	Rs8,649,999.75

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Scope of Work

INSTRUCTIONS TO BIDDERS

A. GENERAL

IB.1 SCOPE OF BID

1.1 The Employer as defined in the Bidding Data hereinafter called “the Employer” wishes to receive bids for the works as described in these Bidding Documents, and summarized in the Bidding Data hereinafter referred to as the “Works”.

IB.2 SOURCE OF FUNDS

2.1 The Employer has arranged funds from its own sources.

IB.3 ELIGIBLE BIDDERS / MANDATORY REQUIREMENTS

3.1 This Invitation for Bids is open to all bidders meeting the following **Mandatory** requirements:

1. Valid **NTN** registration.
2. Valid SST / GST registration(As required)

3. PEC registration in PEC-6 CIVIL or above category.

4. Undertaking that participating firm / company is **Not blacklisted** by any of Provincial or Federal Government Department, Autonomous body or Private Sector Organization anywhere in Pakistan.

3.2 In case any of the mandatory documents mentioned above is not fulfilled by the bidder, their bid will be rejected. If at the time of submission of bid, the renewal of any above certificate is in process, the bidder must submit the proof of application submitted with concerned authority for renewal of certificate.

3.3 TECHNICAL EVALUATION CRITERIA.

Bid Evaluation Criteria attached as Appendix -F

IB.4 COST OF BIDDING

4.1The bidders shall bear all costs associated with the preparation and submission of their respective bids and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

IB.5 SITE VISIT

5.1 The bidders are advised to visit and examine the Site of Works and its surroundings and obtain for themselves on their own responsibility all information that may be necessary for preparing the bid and entering into a contract for the Works. All cost in this respect shall be at the bidder’s own expense.

B. BIDDING DOCUMENTS

IB.6 CONTENTS OF BIDDING DOCUMENTS

6.1 The Bidding Documents, in addition to invitation for bids, are those stated below and should be read in conjunction with any Addenda issued in accordance with Clause IB.8.

1. Instructions to Bidders.

2. Bidding Data.

3. Form of Bid & Appendices to Bid.

Appendices to Bid comprise the following:

i. Schedule A: Contract Data.

ii. Schedule B: Schedule of Prices.

iii. Schedule C: Proposed Program of Works.

iv. Schedule D: Organization Chart for Supervisory Staff and Labor.

v. Schedule E: List of Major Equipment.

4. **Conditions of Contract:**

5. **Standard Forms:**

i. Performance Guarantee (As required)

ii. Form of Contract Agreement.

6. **Specifications:**

i. Special Provision.

ii. Technical Provision.

7. **Drawings:**

IB.7 CLARIFICATION OF BIDDING DOCUMENTS

7.1 Any prospective bidder requiring any clarification (s) in respect of the Bidding Documents may notify the Employer in writing at the Employer's address indicated in the Invitation for Bids.

IB.8 AMENDMENT OF BIDDING DOCUMENTS

8.1 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.

8.2 Any addendum thus issued shall be part of the Bidding Documents and shall be communicated in writing to all purchasers of the Bidding Documents.

C. PREPARATION OF BIDS

IB.9 LANGUAGE OF BID

9.1 The bid and all correspondence and documents related to the bid exchanged by a bidder and the Employer shall be in the bid language stipulated in the Bidding Data and Particular Conditions of Contract. Supporting documents and printed literature furnished by the bidders may be in any other language provided the same are accompanied by an accurate translation of the relevant parts in the bid language, in which case, for purposes of evaluation of the bid, the translation in bid language shall prevail.

IB.10 DOCUMENTS ACCOMPANYING THE BID

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

a. Covering Letter

b. Form of Bid duly filled, signed and sealed.

c. Schedules (A to E) to Bid duly filled and initialed in accordance with the instructions contained therein & in accordance with Sub-Clause IB.16.3.

d. Bid Security furnished in accordance with Clause 1B.13.

10.2 Bids submitted by a joint venture of two (2) or more firms shall comply with the following requirements:

a. the bid and in case of a successful bid, the Form of Contract Agreement shall be signed so as to be legally binding on all partners;

b. one of the joint venture partners shall be nominated as being In-charge; and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the joint venture partners;

1. the partner-In-charge shall always be duly authorized to deal with the Employer regarding all matters related with and/or incidental to the execution of Works as per the terms and Conditions of Contract and in this regard to incur any and all liabilities, receive instructions, give binding undertakings and receive payments on behalf of the joint venture;

1. all partners of the joint venture shall at all times and under all circumstances be liable jointly and severally for the execution of the Contract in accordance with the Contract terms and a statement to this effect shall be included in the authorization mentioned under Sub-Para(b) above as well as in the Form of Bid and in the Form of Contract Agreement (in case of a successful bid); and

a copy of the agreement entered into by the joint venture partners shall be submitted with the bid stating the conditions under which it will function, its period of duration, the persons authorized to represent and obligate it and which persons will be directly responsible for due performance of the Contract and can give valid receipts on behalf of the joint venture, the proportionate participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. No amendments / modifications whatsoever in the joint venture agreement shall be agreed to between the joint venture partners without prior written consent of the Employer.

IB.11 BID PRICES

11.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole of the Works as described in Sub-Clause 1.1 hereof, based on the unit rates and / or prices submitted by the bidder.

11.2 The bidders shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by a bidder will not be paid for by the Employer when executed and shall be deemed covered by rates and prices for other items in the Bill of Quantities.

11.3 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.12 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS

12.1 Pursuant to Clause IB.6, 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.

12.2 Bidders must possess and provide evidence of its capability and the experience as stipulated in Bidding Data and in the Bidding Documents.

IB.13 BID SECURITY

13.1 Each bidder shall submit original Bid Securitas stipulated in the Bidding Data in Pak Rupees in the form of pay-order/demand draft before closing time of bid submission with Employer. Bid will be rejected if original bid security is not received by Employer before closing time.

13.2 Any E-bid not attached with Bid Security shall be rejected by the Employer as non-responsive.

13.3 The bid securities of unsuccessful bidders will be returned after award of Work to successful bidder.

13.4 The Bid Security of the successful bidder will be returned when the bidder has furnished the required performance guarantee and signed the Contract Agreement.

13.5 The Bid Security may be forfeited:

a. if the bidder withdraws his bid during the period of bid validity or

b. if the bidder does not accept the correction of his Bid Price pursuant to Sub-Clause 25.2hereof; or

c. In the case of successful bidder, if he fails within the specified time limit to:

i. Furnish the required performance guarantee.

ii. Sign the Contract Agreement in accordance with sub–clause IB.31.1.

IB.14 BID VALIDITY

14.1 Bids shall remain valid for the period stipulated in the Bidding Data after the Date of Bid Opening.

14.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request that the bidders extend the period of validity for a specified additional period which shall in no case be more than the original bid validity period. The request and the responses thereto shall be made in writing.

A bidder may refuse the request without forfeiting his Bid Security. A bidder agreeing to the request will not be required or permitted to modify his bid.

IB.16 FORMAT AND SIGNING OF BID

16.1 Bidders are particularly directed that the amount entered on the Form of Bid shall be for performing the Contract strictly in accordance with the Bidding Documents.

16.2 All appendices / schedules to Bid are to be properly completed and signed.

16.3 No alteration is to be made in the Form of Bid nor in the Appendices thereto except in filling up the blanks as directed. If any such alterations be made or if these instructions be not fully complied with, the bid may be rejected.

16.4 Successful bidder shall prepare by filling out the forms completely and without alterations one (1) original copy, specified in the Bidding Data, of the documents comprising the bid as described in Clause IB.6 and submit it with Employer after letter of award.

16.5 The original and copy of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the bidder. All pages of the bid shall be initialed and stamped by the person or persons signing the bid.

B.18 DEADLINE FOR SUBMISSION OF BIDS.

18.1 The bids must be submitted electronically through E-Pads on or before the deadline stated in the bidding data / advertisement. Physical or manual submission of bids will not be accepted.

IB.19 LATE BIDS

19.1 E-Pads system will not accept late submission of bids. To avoid any problems / issues bids must be submitted on the system before closing time.

Price Schedule

For Individual Jobs

#	Job 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]		

PUBLIC PROCUREMENT REGULATORY AUTHORITY
(PPRA)
EPADS

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 Contractorand 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.**

5.2. A {DOCUMENTS}

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**.

29.2. A {INSPECTION}

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

Number of GC Clause 1

Definitions

The Procuring Agency is: State Life, Real Estate, Hyderabad (State Life Insurance Corporation of Pakistan (SLIC)), Manager State Life Building # 3, Thandi Sarak, Hyderabad, Hyderabad, Hyderabad (District), Hyderabad (Division), Sindh (Province).

The Supplier is:

The title of the subject procurement is: TENDER FOR UPGRADATION OF TOILET BLOCKS & PLUMBING SHAFT UNIT WORKS AT STATE LIFE BUILDING #3 THANDI SARAK HYDERABAD

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:

State Life, Real Estate, Hyderabad (State Life Insurance Corporation of Pakistan (SLIC)), Manager
State Life Building # 3, Thandi Sarak, Hyderabad, Hyderabad, Hyderabad (District), Hyderabad (Division), Sindh (Province).
+92-300-937-6673
re.hyd@statelife.com.pk

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:

State Life, Real Estate, Hyderabad (State Life Insurance Corporation of Pakistan (SLIC)), Manager
State Life Building # 3, Thandi Sarak, Hyderabad, Hyderabad, Hyderabad (District), Hyderabad (Division), Sindh (Province).
+92-300-937-6673
re.hyd@statelife.com.pk

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 Goods 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 goods or services due to a conflict of a nature described in Clause GCC 17.

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 **10.00%** to **0.10%** 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 **0%** of the contract price in acceptable form of **Nil**

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 28

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 29

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.

Inspections & Tests Requirements

For being Brand New, bearing relevant reference numbers of the equipment (Certificate from supplier)

For Physical Fitness having No Damages (Certificate from supplier)

For the Country of Origin as quoted by the Supplier (Certificate from manufacturer)

For conformance to specifications and performance parameters, through Prior to delivery inspection (Inspection Report by Procurement Committee / Inspection Team)

For successful operation at site after complete installation, testing and commissioning of the equipment (Installation, Testing and Commissioning Report by Procurement Committee / Inspection Team)

Delivery & Documents

Copies of the Supplier’s invoice showing Goods’ description, quantity, unit price, and total amount;

Original and two copies of the usual transport document (for example, a negotiable bill of lading, a non-negotiable sea waybill, an inland waterway document, an air waybill, a railway consignment note, a road consignment note, or a multimodal transport document) which the buyer may require to take the goods;

Copies of the packing list identifying contents of each package;

Insurance Certificate;

Manufacturer’s or Supplier’s Valid Warranty Certificate;

Inspection Certificate issued by the Nominated Inspection Agency (if any), and the Supplier’s Factory Inspection Report;

Certificate of Origin.

The above documents would be required even if the equipment has already been imported and is available with the supplier ex-stock

Number of GC Clause 31

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... (full clause unchanged)

ii. At future of negotiation the dispute shall be resolved through mediation...

iii. At failure of mediation, arbitration under Arbitration Act 1940...

iv. Cost sharing equally...

v. Proceedings may commence before/after completion...

Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract.

Rules of procedure for arbitration proceedings:

Any dispute between the Authority and a Bidder shall be referred to arbitration under the laws of Pakistan including Arbitration Act 1940.

Place of Arbitration and Award:

The arbitration shall be conducted in English language and place shall be Islamabad. The award shall be final and binding.

Bid Securing Declaration

Form 9: Bid Securing Declaration

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

Bid No.:***P157800***

To: **State Life, Real Estate, Hyderabad (State Life Insurance Corporation of Pakistan (SLIC)), Manager State Life Building # 3, Thandi Sarak, Hyderabad, Hyderabad, Hyderabad (District), Hyderabad (Division), Sindh (Province).**

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 **State Life, Real Estate, Hyderabad (State Life Insurance Corporation of Pakistan (SLIC)), Manager State Life Building # 3, Thandi Sarak, Hyderabad, Hyderabad, Hyderabad (District), Hyderabad (Division), Sindh (Province).**

(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., **TENDER FOR UPGRADATION OF TOILET BLOCKS & PLUMBING SHAFT UNIT WORKS AT STATE LIFE BUILDING #3 THANDI SARAK HYDERABAD (*P157800*)** 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: ……

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Integrity Pact

Integrity Pact

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BYTHE 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 time 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: **State Life, Real Estate, Hyderabad (State Life Insurance Corporation of Pakistan (SLIC)), Manager State Life Building # 3, Thandi Sarak, Hyderabad, Hyderabad, Hyderabad (District), Hyderabad (Division), Sindh (Province).**

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}

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Annexure

tender

Information (Read-Only)

See Form Under Additional Forms and Documents: **tender** (page number: 91)

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Procurement Forms

PUBLIC PROCUREMENT REGULATORY AUTHORITY
(PPRA)
EPADS

PUBLIC PROCUREMENT REGULATORY AUTHORITY
(PPRA)
EPADS

Additional Forms and Documents

STATE LIFE
INSURANCE CORPORATION OF PAKISTAN

NOTICE INVITING TENDER

1. State Life Insurance Corporation of Pakistan invites E-Bids through *E-Pak Acquisition and Disposal System (EPADS)* under Single Stage Two Envelope System from EPAD / PEC Registered Constructors/ Contractors in the **Category of C-5** and above, and with Active Taxpayers List of the FBR/SRB (whichever is applicable) for the ***UPGRADATION OF TOILET BLOCKS & PLUMBING SHAFT UNIT WORKS AT STATE LIFE BUILDING #3 THANDI SARAK HYDERABAD***. Bid Security Cost is worth PKR 200,000/-

2. A complete set of bidding documents may be downloaded from date of publication up to 03-11-2026 before 11:00 AM from E-Pak Acquisition and Disposal System (EPADS).

3. The bids prepared as per instructions in the bidding documents, must be submitted on EPADS by **03-11-2026** up to 11.00 AM along-with bid security of PKR.200,000/-. Accordingly Bids will be opened on the same day i.e. on **03-11-2026 @11.30** AM at the below mentioned address in presence of Committee and representative of bidder.

4. The bids without submission of original bid security (Hard copy) would be rejected and considered non-responsive IF:

   - *bids/tenders received Conditional and telegraphic;*
   - *Bids/tenders uploaded on EPADS after specified date and time.*
   - *Non-Submission of Original set of Documents in Hard Copy to the designated office.*

Note: *Notification of the GRC constituted in terms of Rule-48 of PPRA rules, 2004 is provided on EPADS at www.eprocure.gov.pk*

(ENGR. AMJAD ALI)
DEPUTY MANAGER
7th Floor, REAL ESTATE DEPARTMENT
STATE LIFE BUILDING NO.3,
THANDI SARAK HYDERABAD.
Phone #: 022-9200353

TENDER FOR UPGRADATION OF TOILET BLOCKS & PLUMBING SHAFT UNIT WORKS AT STATE LIFE BUILDING #3 THANDI SARAK HYDERABAD

BIDDING AND CONTRACT DOCUMENTS (CIVIL WORKS)

TENDER NO. RE/HYD/CIVIL RENOV./2026

○ SINGLE STAGE TWO ENVELOPE

- **INSTRUCTIONS TO BIDDERS**
- **BIDDING DATA**
- **FORM OF BID & SCHEDULES TO BID**
- **STANDARD FORMS**
- **CONDITIONS OF CONTRACT**
- **EVALUATION CRITERIA**
- **SPECIFICATIONS (Special Provisions)**
- **SPECIFICATIONS (Technical Provisions)**
- **DRAWINGS**

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

INSTRUCTIONS

TO

BIDDERS

INSTRUCTIONS TO BIDDERS

A. GENERAL

IB.1 SCOPE OF BID

1.1 The Employer as defined in the Bidding Data hereinafter called "the Employer" wishes to receive bids for the works as described in these Bidding Documents, and summarized in the Bidding Data hereinafter referred to as the "Works".

IB.2 SOURCE OF FUNDS

2.1 The Employer has arranged funds from its own sources.

IB.3 ELIGIBLE BIDDERS / MANDATORY REQUIREMENTS

3.1 This Invitation for Bids is open to all bidders meeting the following **Mandatory** requirements:

a. Valid **NTN** registration.
b. Valid SST / GST registration(As required)
c. PEC registration in PEC-6 CIVIL or above category.
d. Undertaking that participating firm / company is **Not blacklisted** by any of Provincial or Federal Government Department, Autonomous body or Private Sector Organization anywhere in Pakistan.

3.2 In case any of the mandatory documents mentioned above is not fulfilled by the bidder, their bid will be rejected. If at the time of submission of bid, the renewal of any above certificate is in process, the bidder must submit the proof of application submitted with concerned authority for renewal of certificate.

3.3 TECHNICAL EVALUATION CRITERIA.
Bid Evaluation Criteria attached as Appendix -F

IB.4 COST OF BIDDING

4.1 The bidders shall bear all costs associated with the preparation and submission of their respective bids and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

IB.5 SITE VISIT

5.1 The bidders are advised to visit and examine the Site of Works and its surroundings and obtain for themselves on their own responsibility all information that may be necessary for preparing the bid and entering into a contract for the Works. All cost in this respect shall be at the bidder's own expense.

B. BIDDING DOCUMENTS

IB.6 CONTENTS OF BIDDING DOCUMENTS

6.1 The Bidding Documents, in addition to invitation for bids, are those stated below and should be read in conjunction with any Addenda issued in accordance with Clause IB.8.

1. Instructions to Bidders.
2. Bidding Data.
3. Form of Bid & Appendices to Bid.
   Appendices to Bid comprise the following:
   i. Schedule A: Contract Data.
   ii. Schedule B: Schedule of Prices.
   iii. Schedule C: Proposed Program of Works.
   iv. Schedule D: Organization Chart for Supervisory Staff and Labor.
   v. Schedule E: List of Major Equipment.
4. **Conditions of Contract:**
5. **Standard Forms:**
   i. Performance Guarantee (As required)
   ii. Form of Contract Agreement.
6. **Specifications:**
   i. Special Provision.
   ii. Technical Provision.
7. **Drawings:**

IB.7 CLARIFICATION OF BIDDING DOCUMENTS

7.1 Any prospective bidder requiring any clarification (s) in respect of the Bidding Documents may notify the Employer in writing at the Employer's address indicated in the Invitation for Bids.

IB.8 AMENDMENT OF BIDDING DOCUMENTS

8.1 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.

8.2 Any addendum thus issued shall be part of the Bidding Documents and shall be communicated in writing to all purchasers of the Bidding Documents.

C. PREPARATION OF BIDS

IB.9 LANGUAGE OF BID

9.1 The bid and all correspondence and documents related to the bid exchanged by a bidder and the Employer shall be in the bid language stipulated in the Bidding Data and Particular Conditions of Contract. Supporting documents and printed literature furnished by the bidders may be in any other language provided the same are accompanied by an accurate translation of the relevant parts in the bid language, in which case, for purposes of evaluation of the bid, the translation in bid language shall prevail.

IB.10 DOCUMENTS ACCOMPANYING THE BID

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

a. Covering Letter

b. Form of Bid duly filled, signed and sealed.

c. Schedules (A to E) to Bid duly filled and initialed in accordance with the instructions contained therein & in accordance with Sub-Clause IB.16.3.

d. Bid Security furnished in accordance with Clause 1B.13.

10.2 Bids submitted by a joint venture of two (2) or more firms shall comply with the following requirements:

a. the bid and in case of a successful bid, the Form of Contract Agreement shall be signed so as to be legally binding on all partners;

b. one of the joint venture partners shall be nominated as being In-charge; and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the joint venture partners;

e. the partner-In-charge shall always be duly authorized to deal with the Employer regarding all matters related with and/or incidental to the execution of Works as per the terms and Conditions of Contract and in this regard to incur any and all liabilities, receive instructions, give binding undertakings and receive payments on behalf of the joint venture;

f. all partners of the joint venture shall at all times and under all circumstances be liable jointly and severally for the execution of the Contract in accordance with the Contract terms and a statement to this effect shall be included in the authorization mentioned under Sub-Para(b) above as well as in the Form of Bid and in the Form of Contract Agreement (in case of a successful bid); and

a copy of the agreement entered into by the joint venture partners shall be submitted with the bid stating the conditions under which it will function, its period of duration, the persons authorized to represent and obligate it and which persons will be directly responsible for due performance of the Contract and can give valid receipts on behalf of the joint venture, the proportionate participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. No amendments / modifications whatsoever in the joint venture agreement shall be agreed to between the joint venture partners without prior written consent of the Employer.

IB.11 BID PRICES

11.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole of the Works as described in Sub-Clause 1.1 hereof, based on the unit rates and / or prices submitted by the bidder.

11.2 The bidders shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by a bidder will not be paid for by the Employer when executed and shall be deemed covered by rates and prices for other items in the Bill of Quantities.

11.3 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.12 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS

12.1 Pursuant to Clause IB.6, 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.

12.2 Bidders must possess and provide evidence of its capability and the experience as stipulated in Bidding Data and in the Bidding Documents.

IB.13 BID SECURITY

13.1 Each bidder shall submit original Bid Securitas stipulated in the Bidding Data in Pak Rupees in the form of pay-order/demand draft before closing time of bid submission with Employer. Bid will be rejected if original bid security is not received by Employer before closing time.

13.2 Any E-bid not attached with Bid Security shall be rejected by the Employer as non-responsive.

13.3 The bid securities of unsuccessful bidders will be returned after award of Work to successful bidder.

13.4 The Bid Security of the successful bidder will be returned when the bidder has furnished the required performance guarantee and signed the Contract Agreement.

13.5 The Bid Security may be forfeited:

a. if the bidder withdraws his bid during the period of bid validity or

b. if the bidder does not accept the correction of his Bid Price pursuant to Sub-Clause 25.2hereof; or

c. In the case of successful bidder, if he fails within the specified time limit to:

i. Furnish the required performance guarantee.

ii. Sign the Contract Agreement in accordance with sub–clause IB.31.1.

IB.14 BID VALIDITY

14.1 Bids shall remain valid for the period stipulated in the Bidding Data after the Date of Bid Opening.

14.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request that the bidders extend the period of validity for a specified additional period which shall in no case be more than the original bid validity period. The request and the responses thereto shall be made in writing.

A bidder may refuse the request without forfeiting his Bid Security. A bidder agreeing to the request will not be required or permitted to modify his bid.

IB.16 FORMAT AND SIGNING OF BID

16.1 Bidders are particularly directed that the amount entered on the Form of Bid shall be for performing the Contract strictly in accordance with the Bidding Documents.

16.2 All appendices / schedules to Bid are to be properly completed and signed.

16.3 No alteration is to be made in the Form of Bid nor in the Appendices thereto except in filling up the blanks as directed. If any such alterations be made or if these instructions be not fully complied with, the bid may be rejected.

16.4 Successful bidder shall prepare by filling out the forms completely and without alterations one (1) original copy, specified in the Bidding Data, of the documents comprising the bid as described in Clause IB.6 and submit it with Employer after letter of award.

16.5 The original and copy of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the bidder. All pages of the bid shall be initialed and stamped by the person or persons signing the bid.

B.18 DEADLINE FOR SUBMISSION OF BIDS.

18.1 The bids must be submitted electronically through E-Pads on or before the deadline stated in the bidding data / advertisement. Physical or manual submission of bids will not be accepted.

IB.19 LATE BIDS

19.1 E-Pads system will not accept late submission of bids. To avoid any problems / issues bids must be submitted on the system before closing time.

IB.20 MODIFICATION, AND WITHDRAWAL OF BIDS

20.1 Any bidder may modify or withdraw his bid after bid submission as per provisions of E-Pads, provided that the modification is uploaded by the bidder prior to the deadline for submission of bids.

20.2 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 in pursuance to Clause IB.13.5 (a).

IB.21 OPENING OF BIDS

Bids will be opened electronically on E-Pads on given time in the presence of bidders or their representatives who choose to attend.

IB.22 PROCESS TO BE CONFIDENTIAL

22.1 Information relating to the examination, clarification, evaluation and comparison of bids and recommendation of contract award shall not be disclosed to bidders or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report.

22.2 Any effort by a bidder to influence the Procuring agency/Employer processing of bids or award decisions may result in the rejection of its bid.

22.3 From the time of bid opening to the time of contract award, if any bidder wishes to contact the Procuring agency/Employer on any matter related to the bidding process, it should do so in writing or in electronic forms that provides record of the content of communication.

IB.23 CLARIFICATION OF BIDS

23.1 To assist in the examination, evaluation and comparison of bids, the Employer may, at his discretion, ask any bidder for clarification of his bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing or in electronic form but no change in the price or substance of the bid shall be sought, offered or permitted.

IB.24 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

24.1 Prior to the detailed evaluation of bids, the Employer will determine whether each bid is substantially responsive to the requirements of the Bidding Documents.

24.2 A substantially responsive bid is one which (i) meets the eligibility criteria;

(ii) has been properly signed; (iii) is accompanied by the required Bid Security; and (iv) confirm to all the terms, conditions and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one (i) which affect in any substantial way the scope, quality or performance of the Works; (ii) which limits in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the bidder's obligations under the Contract; or (iii) adoption/rectification whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

24.3 If a bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

IB.25 CORRECTION OF ERRORS

25.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

(a) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and

(b) where there is a discrepancy between the unit rate and the line-item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the Employer there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line-item total as quoted will govern and the unit rate will be corrected.

25.2 The amount stated in the Form of Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and with the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected Bid Price, his Bid will be rejected, and the Bid Security shall be forfeited in accordance with Sub-Clause 13.5.(b) hereof.

IB.26 EVALUATION AND COMPARISON OF BIDS

26.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause IB.24.

26.2 In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:

(a) Making any correction for errors pursuant to Clause IB.25.
(b) Making an appropriate adjustment for any other acceptable variation or deviation.

26.3 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.

26.4 If the Bid of the successful bidder is seriously unbalanced or front-loaded in

relation to the Employer's estimate of the cost of work to be performed under the Contract, the Employer may require the bidder to produce detailed price analyses for any or all items of the Bill of Quantities to demonstrate the internal consistency of those prices with the construction methods and schedule proposed.

F. AWARD OF CONTRACT

IB.27 AWARD

27.1. Subject to Clauses IB.28the 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 eligible in accordance with the provisions of Clause IB.3 and qualify pursuant to Sub-Clause IB. 27.2.

27.2 The Employer, at any stage of the bid evaluation, having credible reasons for or prima facie evidence of any defect in contractor's capacities, may require the 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.

27.3 **Abnormally Low Financial Bid**

Where the bid price is considered to be abnormally low, the Procuring agency/Employer shall perform price analysis either during determination of Most Advantageous Bid or as a part of the post-qualification process. The following process shall apply:

a) The Procuring agency/Employer may reject a bid if the Procuring agency/Employer has determined that the price in combination with other constituent elements of the bid is abnormally low in relation to the subject matter of the procurement (i.e. scope of the procurement or ancillary services) and raises concerns as to the capability and capacity of the respective Bidder to perform that contract;

b) Before rejecting an abnormally low bid the Procuring agency/Employer shall request the bidder an explanation of the bid or of those sections which it considers contribute to the bid being abnormally low; take account of the evidence provided in response to a request in writing; and subsequently verify the bid or parts of the bid being abnormally low;

c) The decision of the Procuring agency/Employer to reject a bid and reasons for the decision shall be recorded in the procurement proceedings and promptly communicated to the bidder concerned;

d) The Procuring agency/Employer shall not incur any liability solely by rejecting abnormally bid; and

e) An abnormally low bid means, in the light of the Procuring agency/Employer's estimate and of all the bids submitted, the bid appears to be abnormally low by not providing a margin for normal levels of profit.

27.4 In order to identify the Abnormally Low Bid (ALB) following approaches can be considered to minimize the scope of subjectivity:

(i) Comparing the bid price with the cost estimate;
(ii) Comparing the bid price with the bids offered by other bidders submitting substantially responsive bids; and
(iii) Comparing the bid price with prices paid in similar contracts in the recent past either government- or development partner-funded.
(iv) The Procuring agency/Employer will determine to its satisfaction whether the bidder that is selected as having submitted the most advantageous bid is qualified to perform the contract satisfactorily.
(v) An affirmative determination will be a prerequisite for award of the contract to the bidder. A negative determination will result in rejection of the bidder's bid, in which event the Procuring agency/Employer will proceed to the next ranked bidder to make a similar determination of that bidder's capabilities to perform satisfactorily.

27.5 **NEGOTIATIONS**

The Committee of the Procuring agency/Employer may negotiate with the Most Advantageous Bidder relating to the following areas:

(a) a minor alteration to the technical (drawings, design technical specifications) details of the statement of works;
(b) Methodology, work plan, staffing in view to streamline the work;
(c) a minor amendment to the special conditions of Contract;
(d) finalizing payment arrangements;
(e) clarifying details that were not apparent or could not be finalized at the time of Bidding;

Where negotiation fails to result into an agreement, the Procuring agency/Employer may invite the next ranked bidder for negotiations. Where negotiations are commenced with the next ranked bidder, the Procuring agency/Employer shall not reopen earlier negotiations.

IB.28 EMPLOYER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

28.1 Notwithstanding Clause IB.27 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 liability to the affected bidder(s) or any obligation except that the grounds for rejection of all bids shall upon request be communicated to any bidder who submitted a bid, without justification of grounds. Rejection of all bids shall be notified to all bidders promptly.

IB.29 NOTIFICATION OF AWARD

29.1 Prior to expiration of the period of bid validity prescribed by the Employer, the Employer will notify the successful bidder in writing or through electronic means ("Letter of Acceptance") that his Bid has been accepted.

IB.30 PERFORMANCE GUARANTEE

30.1 The successful bidder shall furnish to the Employer a Performance Guarantee in the form and the amount stipulated in the Contract Data and the Conditions of Contract within a period of 07 days after the receipt of Letter of Acceptance.

30.2 Failure of the successful bidder to comply with the requirements of Sub-Clause IB.30.1 or Clauses IB.31.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security or declare blacklisted.

IB.31 SIGNING OF CONTRACT AGREEMENT

31.1 The formal Agreement between the Employer and the successful bidder shall be executed within 07 days from the date of furnishing of acceptable Performance Guarantee under the Conditions of Contract.

IB.32 GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM

32.1 Any bidder can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the prequalification or bidding documents found contrary to provision of Procurement Regulatory Framework, and the same shall be addressed by the GRC well before the bid submission deadline.

32.2 Any bidder feeling aggrieved by any act of the Procuring agency after the submission of his bid may lodge a written complaint concerning his grievances not later than seven (7) days of the announcement of technical evaluation report and five days after issuance of final evaluation report.

32.3 In case, the complaint is filed against the technical evaluation report, the GRC shall suspend the procurement proceedings.

33.3 In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report:

i. Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelope bidding procedure is adopted.

ii. The GRC, in both the cases shall investigate and decide upon the complaint within ten days of its receipt.

iii. Any bidder or the Procuring agency not satisfied with the decision of the GRC may file Appeal before the Appellate Committee of the Authority on prescribed format after depositing the prescribed fee.

iv. The Committee, upon receipt of the Appeal against the decision of the GRC complete in all respect shall serve notices in writing upon all the parties to Appeal.

v. The committee shall call the record from the concerned Procuring agency or the GRC as the case may be, and the same shall be provided within prescribed time.

vi. The committee may after examination of the relevant record and hearing all the concerned parties, shall decide the complaint within fifteen (15) days of receipt of the Appeal. The decision of the Committee shall be in writing and shall be signed by the Head and each Member of the Committee. The decision of the committee shall be final.

BIDDING DATA

BD-1

BIDDING DATA

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

INSTRUCTIONS TO BIDDERS

1.1 Name and Address of the Employer:

State Life Insurance Corporation of Pakistan,
IN-CHARGE
REAL ESTATE DEPARTMENT, 7TH FLOOR
STATE LIFE BUILDING #3
THANDI SARAK HYDERABAD.G
022-9200353

Summary of the Works:

TENDER FOR UPGRADATION OF TOILET BLOCKS & PLUMBING SHAFT UNIT WORKS AT STATE LIFE BUILDING #3 THANDI SARAK HYDERABAD.

11.3 Bidders to quote entirely in **Pak. Rupees.** The Payment shall be made in **Pak Rupees.**

13.1 Amount of Bid Security:
Rs.200,000/-in shape of Pay order / Bank Draft in favour of State Life Insurance Corporation of Pakistan.

14.1 Period of Bid Validity:
180 **days**

18.1 Deadline for submission of bids:

As per notice of Invitation for Bid / EPADS.

21.1 Venue, time, and date of Bid opening:
As per notice of Invitation for Bid / EPADS.

FORM OF BID

AND

APPENDICES TO BID

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

FB-1

FORM OF BID

Bid Reference No.**TENDER NO. RE/HYD/CIVIL RENOV./2026**

TENDER FOR UPGRADATION OF TOILET BLOCKS & PLUMBING SHAFT UNIT WORKS AT STATE LIFE BUILDING #3 THANDI SARAK HYDERABAD.

To:

_____
_____
_____

Gentleman,

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data,Conditions of Contract. Specifications, Drawings and Bill of Quantities and Addenda Nos. _____for the execution of the above-named Works, we, the undersigned, offer to execute and complete such Works and remedy any defects therein in conformity with the Conditions of Contract. Specifications, Drawings, Bill of Quantities and Addenda for the sum of

   Rs._____Rupees _____

   _____).

2. We understand that all the Appendices attached hereto form part of this Bid.

3. We submit herewith a Bid Security in the amount of Rs200,000/- In words Two Hudred Thousands only in shape of pay order/demand draft #: _____Dated: _____ of _____ Bank drawn in your favor of State Life Insurance Corporation of Pakistan.

4. We undertake, if our Bid is accepted, to commence the Works and to complete the whole of the Works comprised in the Contract within the time stated in Contract Documents.

5. 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.

6. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other bidder for the Works.

FB-2

7. We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this _____day of _____20_____

Signature: _____

in the capacity of _____duly authorized to sign Bids for and on behalf of

_____
(Name of Bidder in Block Capitals)
(Seal)

Address:_____
_____
_____

Witness:

Signature: _____

Name: _____

Address. _____
_____

Occupation_____

Appendix-A to Bid

CONTRACT DATA

Conditions of Contract
Clause Reference

1.1. (a) **The Employer Means**

State Life Insurance Corporation of Pakistan

1.1. (a) **The Contractor Means**

Successful Bidder, whose bid is accepted by the Employer.

1.1. (a) **The Engineer Means**
Real Estate Division of the Procuring Agency/Employer

1.1. (b) **Employer's Drawings**

As per list attached in the Document.

3.1 **Documents forming the Contract listed in the order of Priority.**

a. The Contract Agreement.
b. Letter of Acceptance.
c. Form of Bid.
d. Conditions of Contract.
e. Contract Data.
f. The Complete Appendences to Bid Including Schedule of Prices.
g. The Specifications.
h. Drawings.

3.2 **Authorized Person:** AGM Real Estate Department Hyderabad

4.3 **Amount of Performance Guarantee:**

5% **of Contract Price** stated in the Letter of Acceptance.

5.1 **Program:**

Time for Submission: Within Three (03) days of the Commencement Date.

11.1 **Commencement Date Means**

Within three (03) days after signing of the Contract Agreements.

11.2 **Time for Completion**

90Days (Inclusive Holidays)

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Clause Reference

11.5 **Amount of Liquidated Damages**

Rs. 25000/--per day of delay in completion the Works subject to maximum of **10%** of contract price stated in the Letter of Acceptance.

12.1 **Defects Liability Period**

12 TWELVE Calendar Months.

17.1 a. **Terms of Payments**

(i) Thorough Interim Payment Not lessthan 25%of contract price as stated in Letter of Award (LOA) except final bill.

(ii) Time of Payment within twenty-five(25)days from Delivery of Engineer's Certificate for Interim Payment and (35) days for Final Payment.

17.2 a. **Percentage of Retention Money:**

Five Percent **(5%)** of total work done to be deducted from each amount of Interim and Final Payment Bill.

b. **Release of Retention Money:**

After satisfactory completion of defect liability period.

19.1 **Insurance**

Type of Cover

Third party – Death or Injury to Persons and Damage to Property.
Three percent (3%) of contract price per occurrence with number of occurrences unlimited.

20. **Escalation / Price Adjustment:**
No escalation will be allowed for this contract.

21.1 **Arbitration:** Place of Arbitration: PRINCIPLE OFFICE KARACHI

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BILL OF QUANTITIES

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 basis 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 in the priced Bill of Quantities, where applicable, and otherwise at such rates 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 insofar as it is otherwise provided under the Contract include all costs of Contractor's plant, scaffolding, labour, supervision, materials, shuttering, execution, insurance, profit, taxes (GST / SST included), Super tax 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, shall be included in the rates and prices and the total Bid Price submitted by the Bidder.

4. A rate or price shall be entered against each item in the priced Bill of Quantities, whether quantities are stated or not. The cost of items against which the Contractor will have failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities.

5. 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 Works.

6. General directions and description of work and materials are not necessarily repeated nor summarised in the Bill of Quantities. References to the relevant sections of the Bidding Documents shall be made before entering prices against each item in the priced Bill of Quantities.

7. Provisional sums included and so designated in the Bill of Quantities shall be expended in whole or in part at the direction and discretion of the Engineer.

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TENDER FOR UPGRADATION OF TOILET BLOCKS & PLUMBING SHAFT UNIT WORKS AT STATE LIFE BUILDING #3 THANDI SARAK HYDERABAD.

1. The Billing Schedule will be as under:

Bill # 1	25% of bid price
Bill # 2	50% of bid price
Bill # 3	75% of bid price
Final Bill	100% of bid price

-

BC-1
Appendix-C to Bid

TENDER NO. RE/HYD/CIVIL RENOV./2026

TENDER FOR UPGRADATION OF TOILET BLOCKS & PLUMBING SHAFT UNIT WORKS AT STATE LIFE BUILDING #3 THANDI SARAK HYDERABAD

BILL OF QUANTITIES.

REPAIR & MAINTENANCE WORKS AT STATE LIFE BUILDING AT HYDERABAD					
A. CIVIL WORKS					
S.NO	DESCRIPTION	UNIT	BOQ		
			QTY	Rate	Amount
	DISMANTLING WORK				
1	Dismantling, removing of existing sewerage lines including any structure as per site and as directed by the Engineer. Dismantled material shall be contractor's property.	Rft	833		
2	Dismantling, removing of existing hot & cold water supply lines including any structure as per site and as directed by the Engineer. Dismantled material shall be contractor's property	Rft	1250		
3	Dismantling, removing of existing firefighting water supply lines including any structure as per site and as directed by the Engineer. Dismantled material shall be contractor's property	Rft	750		
4	Dismantling of Wooden shutters with frame of any thickness, tile floor including cleaning of floor/roof & Disposal of derbies Complete in all respect	Sft	1428		
5	Dismantling of existing clay bricks flooring at roof top floor as shown in the drawing/ as per site including disposal of surplus material and as directed by the Engineer. Dismantled material shall be contractor's property.	Sft	5000		
6	Dismantling of existing stair case marble flooring & main entrance marble floor as shown in the drawing/ as per site including disposal of surplus material and as directed by the Engineer. Dismantled material shall be contractor's property.	Sft	1250		
7	Dismantling and removal of existing exposed 6" diameter GI sewer pipes and associated shaft components, including safe disposal of debris.	Rft	620		
8	Dismantling, removing of existing building lavatory blocks floor & wall tiles including disposal of debris materials to designated places/location as directed by the Engineer. All the dismantled materials shall be contractor's property and rate/price of dismantling work should include compensation of such items obtained by the Contractor from existing building.	sft	2626		

	SIGN BOARD / PLAQUE				
1	Site Establishment and Safety Precautions, which includes mobilization, safety signage, barricading, access control, etc.	**Job**	**1**		
	INSPECTION CHAMBERS				
1	Integration of Inspection Chambers in Shafts Constructing access chambers at floors or shaft locations for future maintenance.	**No**	**8**		
	FLOOR AND WALL FINISHES				
1	Providing & fixing local Wall Tiles with border of floor tiles as including 1:4 rough plaster, stuck with base coat of approved Dry bond, grouting in matching color also includes removal of existing plaster etc. to accommodate new finishes, including all cuttings, grouting, and making all details complete in all respect as per drawings and Engineers instructions.	**Sft**	**5418**		
2	Providing/ Laying floor tiles for Washroom **Flooring** including 3" thick 1:4 cement sand mortar for surfacing, grouting with matching grout material of Stile, with proper slope of floor tiles towards floor trap, complete in all respect as per satisfaction of Engineer. Vendor has to arrange the required size floor tiles with laser cutting from supplier.	**Sft**	**1344**		
	PAINTING				
1	Waterproof Paint Application on Walls and Ceiling. Water-resistant emulsion will be used on internal surfaces of washrooms.	**Sft**	**1344**		
	FALSE CEILING				
1	Retrofitting and Repair of Ceiling Surfaces. Chipping damaged plaster, drying, bonding, re-plastering and finishing ceiling surfaces.	**Sft**	**640**		
				Total Civil Works	

TENDER NO. RE/HYD/CIVIL RENOV./2026

TENDER FOR UPGRADATION OF TOILET BLOCKS & PLUMBING SHAFT UNIT WORKS AT STATE LIFE BUILDING #3 THANDI SARAK HYDERABAD

BILL OF QUANTITIES.

REPAIR & MAINTENANCE WORKS AT STATE LIFE BUILDING AT HYDERABAD					
B .PLUMBING WORK					
S.NO	DESCRIPTION	UNIT	BOQ		
			QTY	Rate	Amount
	PLUMBING WORKS				
	WATER SUPPLY				
1	**COLD/HOT WATER PIPING**				
a)	Supply, installation, Testing & Commissioning of PPR PN-20 cold/hot water pipes with molded fittings PN-25 as per DIN 16962, i/c pipe supports as indicated on the drawing, as per specifications & Engineers approval				
	32mm dia	**Rft**	**354**		
2	**ISOLATION / GATE VALVE**				
a)	Providing & fixing of brass (PPR coated) ball valves as indicated othe drawing & as specified in specifications				
	32mm dia	**Nos.**	**8**		
	SOIL , SANITARY , WASTE & VENT & RW PIPES				
3	**SOIL, WASTE & VENT SYSTEM**				
a)	Providing, fixing, Testing & Commissioning of uPVC pipes & fittings as indicated on the drawing, as per specifications & Engineers approval.				
i)	4" dia	**Rft**	**50**		
ii)	6" dia	**Rft**	**254**		
4	Providing and fixing European type ceramics ware coupled water closet, white / light color including 3 gallons cistern, P/s Trap, PVC flexible pipe connection, C.P tee stop cock with wall cups, "PORTA Brand" bacolite seat cover of best quality complete in all respect.	**No**	**16**		
5	Providing and fitting Glazed earthen ware water closet, squatter type (Orissa pattern), combined with foot rest, Best Quality including ceramic Flushing tank Porta connected by concealed arrangement, tee stop cock for cistern water inlet and C.P connector with nuts and fitting, approved other ancillary material complete in all respect.	**No**	**24**		
6	Installation of Wash Basins and Vanity Counters. Counters with stone/marble tops and basins with mixer taps.	**No**	**32**		

7	Providing & fixing of PVC floor trap with multiple inlets & 4" dia outlet with S.S grating the approved design as per specifications	**No**	**32**		
8	Provide and fix C.P Muslim Showers manufactured by Master/ Sonex or equivalent, complete with stop cock and controlled spray head.	**No**	**16**		
9	Replacement of Faucets and Taps (Manual + Sensor-based). Standard and sensor taps in selected locations	**No**	**100**		
10	Rectification of 6" Dia Pipes with shaft Enclosures. Re-routing exposed GI pipes into internal ducts with new shaft coverings, including insulation and finish.	**Job**	**1**		
11	Installation of Water-Efficient Urinals with Optional Sensors. High-efficiency ceramic urinals with optional sensor flushing and partition panels.	**No**	**8**		
12	Installation of Toilet Accessories. Soap dispensers, towel holders, tissue holders, grab bars, hooks, etc.	**Job**	**16**		
PLUMBING SHAFT REPLACEMENT					
1	Supply, installation, testing, and commissioning of new 6" diameter uPVC sewer pipes, conforming to ASTM D3034 / ASTM F679 or equivalent approved ASTM standards for sewer applications. Re-routing of pipelines through designated internal ducts/shafts, including all required fittings, joints, supports, and access provisions. Construction of new shaft enclosures, including insulation, protective covering, surface finishing, and all incidental works necessary to complete the installation in accordance with specifications and to the satisfaction of the Engineer.	**Rft**	**620**		
				Total Plumbing Works	

TENDER NO. RE/HYD/CIVIL RENOV./2026

TENDER FOR UPGRADATION OF TOILET BLOCKS & PLUMBING SHAFT UNIT WORKS AT STATE LIFE BUILDING #3 THANDI SARAK HYDERABAD

BILL OF QUANTITIES.

REPAIR & MAINTENANCE WORKS AT STATE LIFE BUILDING AT HYDERABAD					
C. ELECTRICAL WORKS					
S.NO	**DESCRIPTION**	**UNIT**	**BOQ**		
			QTY	**Rate**	**Amount**
SECTION - A **WIRING / WIRING ACCESSORIES**					
Supply, installation, testing & commissioning of following items including specified wires, conduits, junction boxes, heavy duty porcelain / tool less imported connectors, all other relevant material, tools, labor & accessories required for completion of work as per description & drawings, complete in all respects. The average quantity of each No. shall be taken from drawings. Flexible Conduits, PVC Adaptors should be provided. Brand: Pakistan Cable/Fast & AGE Cable Or Equivalent Conduit: Galco/Civic Or Equivalent					
1	Circuit wiring from DB to switch board/dimmer including any wiring from switch board to switch board with 2x2.5 Sq.mm + ECC 1x2.5 Sqmm, 1-core PVC wires in 25mm dia of pvc conduit.	**Nos.**	**3**		
2	Wiring for light point from switch board / Dimmer board to first light point with 1.5 Sq.mm common neutral of 1.5 Sq.mm and common ECC 1.5 Sq.mm + wires in 25mm dia exposed PVC conduit as shown on drawings.	**Nos.**	**12**		
3	Same as above item but wiring from light point to point.	**Nos.**	**12**		
4	Supply and installation of following 10 Amps, one-way gang type switches or 10/13/15/20 Amps socket outlets make including 16 SWG sheet steel back boxes recessed / surface on wall or as per design drawings. Brand: Clipsal/Orange/Legrand Or Equivalent	**Nos.**	**16**		
5	Supply Installation of the following lighting fixture complete with ballast, starter p.f.i capacitor and specified lamps.Supply of all the accessories required for the installation of Light Fixtures is included. Brand: Philips/Britlite/Fast/OSAKA Or Equivalent	**Nos.**	**16**		
LED LIGHTS					
6	CEILING RECESSED / MOUNTED 45W LED 600MMX600MM PANEL LIGHT WITH CRI 90% COLOR TEMP 4000K/5000K OR AS	**Nos.**	**64**		

	PER ARCHITECT.				
7	SURFACE MOUNTED 12 W LED PACIFIC LIGHT WITH COLOR TEMP 4000K/5000K OR AS PER ARCHITECT.	**Nos.**	**16**		
8	Supply Installation Testing & Commissioning Exhaust Fan 12"x2" Complete in all respect GFC/PAK FAN/VOLDAM Or Equivalent	**Nos.**	**16**		
				Total Electrical Works	

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

TENDER NO. RE/HYD/CIVIL RENOV./2026

TENDER FOR UPGRADATION OF TOILET BLOCKS & PLUMBING SHAFT UNIT WORKS AT STATE LIFE BUILDING #3 THANDI SARAK HYDERABAD

Grand Summary Of Cost

S.No	Description	Amount
1	**Civil Works A.**	
2	**Plumbing Works B.**	
3	**Electrical Works C.**	
	Total Amount =	

Note: Any N.O.C/permission if required from any authority like SBCA, Cantonment Board, KMC etc, will be responsibility of contractor before execution of job or in-between.

PROPOSED CONSTRUCTION SCHEDULE

The Works shall be completed on or before the date stated in Contract Data. The Bidder shall provide as Appendix-C to Bid, the Construction Schedule in the bar chart (CPM, PERT or any other to be specified herein) showing the sequence of work items and the period of time during which he proposes to complete each work item in such a manner that his proposed program for completion of the whole of the Works and parts of the Works may meet Employer's completion targets in days noted below andcounted from the date of Commence (Attach sheets as required for the specified form of Construction Schedule):

	Description	**Time for Completion**
a)	Whole Works	90 days
b)	Part-A	45 days
c)	Part-B	45 days

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

TENDER NO. RE/HYD/CIVIL RENOV./2026 **Appendix-F to Bid**

TENDER FOR UPGRADATION OF TOILET BLOCKS & PLUMBING SHAFT UNIT WORKS AT STATE LIFE BUILDING #3 THANDI SARAK HYDERABAD

1. GST, NTN Certificate
2. Affidavit that the firm/ company is not black listed by any Government/ Semi Government/ MNCs and private organization.

BID EVALUATION CRITERIA

Sr. #	PARAMETERS AGAINST WHICH TECHNICAL EVALUATION SHALL BE DONE	ANNEXURE/ PAGE REF. #	SCORING BRACKETS	TOTAL POINTS ALLOCATED
1	**COMPANY PROFILE**			
1.1	**YEARS OF EXPERIENCE RELATED TO SUBJECT WORKS (PLEASE ATTACH EVIDENCE)**			**20**
	• Up-to 4 years		4	
	• 5 to 7 years		7	
	• 8 to 10 years		10	
	• 11 to 14 years		14	
	• 15 years and more		20	
1.2	**SIMILAR CONTRACT OF REPUTED/ RENOWNED FIRMS IN HAND (PLEASE ATTACH EVIDENCE)**			**15**
	• Up-to 3 Contracts		3	
	• 4 to 6 contracts		6	
	• 7 to 9 contracts		9	
	• More than 10 Contracts		15	
1.3	**LIST OF CONTRACTS IN PROGRESS HAVINGVALUE ABOVE 1.0 MILLION** (2.5 Marks each)			**10**
1.4	**TECHNICAL STAFF WITH RELATED EXPERIENCE RELATED TO THE DISCIPLINE**			**10**
	Numbers of Staff: Up-to 3		3	
	3 to 5		5	
	>5		10	
2	**FINANCIAL STATUS OF THE FIRM**			
2.1	The company should maintain minimum balance as follow at the last day of each month in their bank account during last two years			
	• Up-to Rs. 01 million		5	
	• 1 million to 3 million		10	**15**
	• >3 million or more		15	
2.2	**TOTAL SIMILAR CONTRACTS EXECUTED BY THE FIRM DURING PAST 05 YEARS**			
	• 1 to 3 contractors		3	**20**
	• 4 to 10 contractors		10	
	• 11 to 14 contractors		14	
	• >15 contractors		20	
3	**ISO 9000 CERTIFICATION FOR COMPNY**		5	**5**
4	**ENLISTMENT WITH OTHERS FIRMS (01 MARKS/ ENLISTMENT**		5	**5**
	Total Marks **Note: Qualifying Marks = 60 or above**			**100**

Pease Attach Documentary Evidences Where Required

(Any Misdeclaration / Mis Statement Will Be Taken Serious And Company May Be Blacklisted, Same Will Be Announce And Informed In The Newspapers, Pppra And To Other Relevant Agencies).

SEAL &SIGNATURE OF CONTRACTOR

TENDER NO. RE/HYD/CIVIL RENOV./2026

TENDER FOR UPGRADATION OF TOILET BLOCKS & PLUMBING SHAFT UNIT WORKS AT STATE LIFE BUILDING #3 THANDI SARAK HYDERABAD

SPECIAL CONDITIONS

1	Closing date & time for submission of bids on EPADS.	:	**03-11-2026 - 11:00 AM**
2	Opening of bids on EPADS	:	**0311-2026 - 11:30 AM**
2	Date of Commencement of Work	:	Within 03 days from the date of signing of contract.
3	Time of completion of work from the date of commencement of work.	:	**180 days** - Holidays inclusive
4	Amount of Liquidated Damages.	:	**Rs.25000/-** for each day of delay in completion of the Works subject to a maximum of 10% of Contract Price.
5	Defect liability Period.	:	12 twelve months.
6	Method of Payment.	:	**Through Running bill Not less 25% of quoted bid amount.**
7	Period of honoring Interim bill.	:	25 days After verification from State Life Engineer / Representatives.
8	Retention Money.	:	**05% (five)** percent of amount of Work done.
9	Release of Retention Money.	:	On satisfactory completion of maintenance period.
10	**Bid Security.**	:	**Rs.200,000/-- (Pak Rupees)**
11	**Bid Validity**	:	**180 days**
12	**Bid Security Forfeiture**	:	• If the bid is withdrawn after opening. • If the bidder does not accept letter of award or refuse to enter in contract
13	Bid security (Bank Draft/Pay order) in favor of "**State Life Insurance Corporation of Pakistan**" to be submitted with Tender. Tenders with pay order/bank draft having different names shall be rejected.	:	• Shall be released to un-successful bidders on acceptance of the bid of successful bidder. • To the successful bidder,upon submission of Performance Guarantee after award of contract.
14	Deduction of taxes	:	All applicable government taxes (federal & provincial) including income tax, GST, SST tax (if applicable) etc. will be deducted from bills of contractor as per rules
16	Performance Guarantee	:	5% of contract amount in favor of State Life against Bank Guarantee.
17	Black listing	:	As per State Life blacklisting procedure in light of PPRA – Rule - 19
18	Risk & Cost	:	If the contractor fails to execute the job in given time and beyond 30 days of notice issued, State Life may get the remaining works executed through other contractor at his risk & cost

TENDER NO. RE/HYD/CIVIL RENOV./2026

TENDER FOR UPGRADATION OF TOILET BLOCKS & PLUMBING SHAFT UNIT WORKS AT STATE LIFE BUILDING #3 THANDI SARAK HYDERABAD

GENERAL CONDITIONS

Note:

a. **All the rates quoted should be inclusive of all prevailing government taxes (GST/SST included), cost of material, labor, duties, surcharges, as per Govt: rules and profit etc**.

b. State Life reserves the right to ADD/DELETE/ modify any item of work including varying the quantities of any item as per site requirement.

c. Contractors should visit the site before quoting their rates.

d. The job may also be inspected/checked/verified by the SLIC representative for quality control and if found any non-conformity then contractor has to rectify and do the corrective actions at no extra charges.

e. All the work shall be carried out/executed in accordance with the bill of quantities and General engineering practice under ACI / BS codes as applicable locally.

f. State Life Representative will carry out the detail supervision of work. All the materials to be used must be approved by Engineer/ In-charge Real Estate Division.

g. Contractor shall repair all the defects in works executed by the contractor if these found during defect liability period.

h. On the completion of the works the contractor shall except and otherwise specifically provided, clear away and remove from the site all unwanted paint material, remove stains/ spots, temporary works, surplus materials, wreckage and rubbish of every kind and shall reinstate and leave the whole of the building site and the works clear and good acceptable condition to the satisfaction of the Engineer.

i. The damage done during the works to any type of surface fixtures or else because of the negligence of contractor shall be made good in all respects, without additional payment.

BD-1
Appendix-D to Bid

ORGANIZATION CHART

FOR THE

SUPERVISORY STAFF

AND

LABOUR

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

BE-1
Appendix-E to Bid

LIST OF MAJOR EQUIPMENTS

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

FORMS

PERFORMANCE GUARANTEE

CONTRACT AGREEMENT

PS-1

FORM OF PERFORMANCE GUARANTEE
(Bank Guarantee)

Guarantee No._____
Executed on _____
Expiry date _____

[Letter by the Guarantor to the Employer]

Name of Guarantor (Bank) with address: _____
(Scheduled Bankin Pakistan)
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 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 49, Defects Liability, 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.

PS-2

We, _____ (the Guarantor), waiving all objections and defenses 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 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-bounden 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.

_____
Guarantor (Bank/Insurance Company)

Witness:

1. _____ Signature _____

_____ Name _____
Corporate Secretary (Seal)

Title _____

2. _____

_____ _____
Name, Title & Address Corporate Guarantor (Seal)

CA-1

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the _____ day of_____(month) 20____ between _____ (hereafter called the "Employer") of the one part and _____ (hereafter 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 witnessed 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:

   (a) The Contract Agreement;
   (b) The Letter of Acceptance;
   (c) The completed Form of Bid;
   (d) Contract Data: (Appendix-A to Bid);
   (e) The priced Bill of Quantities (Appendix-B to Bid);
   (f) The completed Appendices to Bid (Appendix- C to E);
   (g) Conditions of Contract
   (h) The Specifications:
   (i) Drawings:
   (j) _____ (any other)

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 with 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.

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

Signature of the Contactor	Signature of Employer
_____	_____
(Seal)	(Seal)
Signed, Sealed and Delivered in the presence of:	
Witness:	Witness:
_____	_____
(Name, Title and Address)	(Name, Title and Address)

CONDITIONS OF CONTRACT

CONDITIONS OF CONTRACT

Definitions and Interpretation

1.1 **Definitions:**

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

a. (i) "Employer" means the person named in contract data and the legal successors in title to such person, but not (except with the consent of the Contractor) any assignee of such person.

(ii) "Contractor" means the person whose tender has been accepted by the Employer and the legal successors in title to such person, but not (except with the consent of the Employer) any assignee of such person.

(iii) "Engineer" means the person appointed by the Employer to act as Engineer for the purposes of the Contract.

b. (i) "Contract" means these Conditions the Specification, the Drawings, the Bill of Quantities, the Tender, the Letter of Acceptance, the Contract Agreement (if completed) and such further documents as may be expressly incorporated in the Letter of Acceptance or Contract Agreement (if completed).

(ii) "Specification" means the specification of the Works included in the Contract and any modification thereof or addition thereto made under Clause 16 or submitted by the Contractor and approved by the Engineer.

(iii) "Drawings" means all drawings, calculations and technical information of a like nature provided by the Employer to the Contractor under the Contract Employer and all drawings, calculations, samples, patterns, models, operation and maintenance manuals and other technical information of a like nature submitted by the Contractor and approved by the Employer.

(iv) "Bill of Quantities" means the priced and completed bill of quantities forming part of the Tender.

(v) "Tender" means the Contractor's priced offer to the Employer for the execution and completion of the Works and the remedying of any defects therein in accordance with the provisions of the Contract, as accepted by the Letter of Acceptance.

(vi) "Letter of Acceptance" means the formal acceptance by the Employer of the Tender.

c. (i) "Commencement Date" means the date three (03) days after the date Contract comes into effect or any other date named in Contract Data.

(ii) "Time for Completion" means the time for completing the execution of and passing the Tests on Completion of the whole Works as stated in the Contract Data (or as extended under Clause 10.3) calculated from the Commencement Date.

e. (i) "Contract Price" means the sum stated in the Letter of Acceptance as payable to the Contractor for the execution and completion of the Works and the remedying of any defects therein in accordance with the provisions of the Contract.

f. (i) "Works" means the Permanent Works and the Temporary Works or either of them as appropriate.

(iv) "Plant" means machinery, apparatus and the like intended to form or forming part of the Permanent Works.

(v) "Contractor's Equipment" means all appliances and things of whatsoever nature (other than Temporary Works) required for the execution and completion of the Works and the remedying of any defects therein, but does not include Plant, materials or other things intended to form or forming part of the Permanent Works.

(vii) "Site" means the places provided by the Employer where the Works are to be executed and any other places as may be specifically designated in the Contract as forming part of the Site.

ENGINEER:

2.1 **Engineer's Duties and Authority**

(a) The Engineer shall carry out the duties specified in the Contract.

2.2 **Instructions in Writing**

Instructions given by the Engineer shall be in writing, provided that if for any reason the Engineer considers it necessary to give any such instruction orally, the Contractor shall comply with such instruction. Confirmation in writing of such oral instruction given by the Engineer, whether before or after the carrying out of the instruction, shall be deemed to be an instruction within the meaning of this Sub-Clause. Provided further that if the Contractor, within 7 days, confirms in writing to the Engineer any oral instruction of the Engineer and such confirmation is not contradicted in writing within 7 days by the Engineer, it shall be deemed to be an instruction of the Engineer.

CONTRACT DOCUMENTS:

3.1 **Priority of Contract Documents**

The several documents forming the Contract are to be taken as mutually explanatory of one another, but in case of ambiguities or discrepancies the same shall be explained and adjusted by the Engineer who shall thereupon issue to the Contractor instructions thereon and in such event, unless otherwise provided in the Contract, the priority of the documents forming the Contract shall be as follows:

1. The Contract Agreement (if completed);
2. The Letter of Acceptance;
3. The Tender;
4. Conditions of Contract.
5. Any other document forming part of the Contract

GENERAL OBLIGATIONS:

4.1 Contractor's General Responsibilities

The Contractor shall, with due care and diligence, design (to the extent provided for by the Contract), execute and complete the Works and remedy any defects therein in accordance with the provisions of the Contract. The Contractor shall provide all superintendence, labor, material, Plant, Contractor's Equipment and all other things, whether of a temporary or permanent nature, required in and for such design, execution, completion and remedying of any defects, so far as the necessity for providing the same is specified in or is reasonably to be inferred from the Contract. Contractor shall be responsible to get security clearance / permission form respective administration / agencies for execution of works.

4.2 Site Operations and Methods of Construction

The Contractor shall take full responsibility for the adequacy, stability and safety of all Site operations and methods of construction. Provided that the Contractor shall not be responsible (except as stated hereunder or as may be otherwise agreed) for the design or specification of Permanent Works, or for the design or specification of any Temporary Works not prepared by the Contractor. Where the Contract expressly provides that part of the Permanent Works shall be designed by the Contractor, he shall be fully responsible for that part of such Works, notwithstanding any approval by the Engineer.

4.3 Performance Guarantee

The Contractor shall provide Performance Guarantee to the Employer in the prescribed form. The said Security shall be furnished or caused to be furnished by the Contractor within 07 days after the receipt of the Letter of Acceptance. The Performance Guarantee shall be of an amount equal to ___% of the Contract Price stated in the Letter of Acceptance. Such Security shall, at the option of the bidder, be in the form of either (a) bank guarantee from any Scheduled Bank in Pakistan or (b) bank guarantee from a bank located outside Pakistan duly counter-guaranteed by a Scheduled Bank in Pakistan or an Insurance Company.

4.4 Period of Validity of Performance Guarantee

The performance Guarantee shall be valid until the Contractor has executed and completed the Works and remedied any defects therein in accordance with the Contract. No claim shall be made against such security after the issue of the Defects Liability Certificate in accordance with Sub-Clause 12.2 and such security shall be returned to the Contractor within 14 days of the issue of the said Defects Liability Certificate.

4.5 Claims under Performance Guarantee

Prior to making a claim under the performance Guarantee the Employer shall, in every case, notify the Contractor stating the nature of the default in respect of which the claim is to be made.

5.1 **Program to be submitted**

The Contractor shall, submit to the Employer for his consent a program, in such form and detail as the Employer shall reasonably prescribe, for the execution of the Works. The Contractor shall, whenever required by the Employer also provide in writing for his information a general description of the arrangements and methods which the Contractor proposes to adopt for the execution of the Works.

5.2 **Revised Program**

If at any time it should appear to the Employer that the actual progress of the Works does not conform to the program to which consent has been given under Sub-Clause 5.1, the Contractor shall produce, at the request of the Employer, a revised program showing the modifications to such program necessary to ensure completion of the Works within the Time for Completion.

5.3 **Work to be in Accordance with Contract**

Unless it is legally or physically impossible, the Contractor shall execute and complete the Works and remedy any defects therein in strict accordance with the Contract to the satisfaction of the Employer. The Contractor shall comply with and adhere strictly to the Employer's instructions on any matter, whether mentioned in the Contract or not, touching or concerning the Works. The Contractor shall take instructions only from the Employer (or his delegate).

6.1 **Contractor's Employees**

The Contractor shall provide on the Site in connection with the execution and completion of the Works and the remedying of any defects therein:

(a) only such technical assistants as are skilled and experienced in their respective callings and such foremen and leading hands as are competent to give proper superintendence of the Works, and

(b) such skilled, semi-skilled and unskilled labor as is necessary for the proper and timely fulfilling of the Contractor's obligations under the Contract.

6.2 **Engineer at Liberty to Object**

The Employer shall be at liberty to object to and require the Contractor to remove forthwith from the Works any person provided by the Contractor who, in the opinion of the Employer, misconducts himself, or is incompetent or negligent in the proper performance of his duties, or whose presence on Site is otherwise considered by the Engineer to be undesirable, and such person shall not be again allowed upon the Works without the consent of the Employer. Any person so removed from the Works shall be replaced as soon as possible.

6.3 **Care of Works**

The Contractor shall take full responsibility for the care of the Works and materials and Plant for incorporation therein from the Commencement Date until the date of issue of the Taking-Over Certificate for the whole of the Works, when the responsibility for the said care shall pass to the Employer.

6.4 **Responsibility to Rectify Loss or Damage**

If any loss or damage happens to the Works, or any part thereof, or materials or Plant for incorporation therein, during the period for which the Contractor is responsible for the care thereof, from any cause whatsoever, other than the risks defined in Sub-Clause 7.1, the Contractor shall, at his own cost, rectify such loss or damage so that the Permanent Works conform in every respect with the provisions of the Contract to the satisfaction of the Employer. The Contractor shall also be liable for any loss or damage to the Works occasioned by him in the course of any operations carried out by him for the purpose of complying with his obligations under Clauses 13 and 16.

7.1 **Employer's Risks**

The Employer's risks are:

a. War, hostilities (whether war be declared or not), invasion, act of foreign enemies,

b. Rebellion, revolution, insurrection, or military or usurped power, or civil war,

c. 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,

d. Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds,

e. Riot, commotion or disorder, unless solely restricted to employees of the Contractor or of his Subcontractor and arising from the conduct of the Works,

f. Any operation of the forces of nature against which an experienced contractor could not reasonably have been expected to take precautions.

8.1 **Clearance of Site on Completion**

Upon the issue of any Taking-Over Certificate the Contractor shall clear away and remove from that part of the Site to which such Taking-Over Certificate relates all Contractor's Equipment, surplus materials, rubbish and Temporary Works of every kind, and leave such part of the Site and Works clean and in a workmanlike condition to the satisfaction of the Employer. Provided that the Contractor shall be entitled to retain on Site, until the end of the Defects Liability Period, such materials, Contractor's Equipment and Temporary Works as are required by him for the purpose of fulfilling his obligations during the Defects Liability Period.

Materials, Plant and Workmanship:

9.1 **Quality of Materials, Plant and Workmanship**
All materials, Plant and workmanship shall be:

a. of the respective kinds described in the Contract and in accordance with the Employer's instructions, and

9.2 **Cost of Samples**
All samples shall be supplied by the Contractor at his own cost if the supply thereof is clearly intended by or provided for in the Contract.

Suspension:

10.1 **Suspension of Work**
The Contractor shall, on the instructions of the Engineer, suspend the progress of the Works or any part thereof for such time and in such manner as the Engineer may consider necessary and shall, during such suspension, properly protect and secure the Works so far as is necessary in the opinion of the Engineer. Unless such suspension is:

a. otherwise provided for in the Contract,

b. necessary by reason of some default of or breach of contract by the Contractor or for which he is responsible,

c. necessary by reason of climatic conditions of the Site, or

d. necessary for the proper execution of the Works or for the safety of the Works or any part thereof (save to the extent that such necessity arises from any act or default by the Engineer or the Employer or from any of the risks defined in Sub-Clause 7.1),

10.2 **Engineer's Determination following Suspension**

Where, pursuant to Sub-Clause 10.1, this Sub-Clause applies the Engineer shall, after due consultation with the Employer and the Contractor, determine:

a. any extension of time to which the Contractor is entitled under Clause 11.3, and ;
b. the amount, which shall be added to the Contract Price, in respect of the cost incurred by the Contractor by reason of such suspension,

10.3 **Suspension lasting more than 84 Days**

If the progress of the Works or any part thereof is suspended on the written instructions of the Engineer and if permission to resume work is not given by the Engineer within a period for 84 days from the date of suspension then, unless such suspension is within paragraph (a), (b), (c) or (d) of Sub-Clause 10.1, the Contractor may give notice to the Engineer requiring permission, within 28 days from the receipt thereof, to proceed with the Works or that part thereof in regard to which progress is suspended. If, within the said time, such permission is not granted, the Contractor may by giving a further notice to the Engineer to that effect, treat the suspension as an event of default by the Employer and terminates his employment under the Contract in accordance with the provisions of Sub-Clause 18.1.

Commencement and Delays:

11.1 **Commencement of Works**

The Contractor shall commence the Works as soon as is reasonably possible within the time stated in Contract Data.

11.2 **Time for Completion**

The whole of the Works shall be completed in accordance with the provisions of Clause 11.6, within the time stated in the Contract Data calculated from the Commencement Date, or such extended time as may be allowed under Clause 10 (if conditions are met).

11.3 **Extension of Time for Completion**

In the event of:

a. The amount or nature of extra or additional work,
b. Any cause of delay referred to in these Conditions,
c. Exceptionally adverse climatic conditions,
d. Any delay, impediment or prevention by the Employer, or
e. Other special circumstances which may occur, other than through a default of or breach of contract by the Contractor or for which he is responsible,being such as fairly to entitle the Contractor to an extension of the Time for Completion of the Works, or any Section or part thereof, the Employer shall, after due consultation with the Contractor, determine the amount of such extension and shall notify the Contractor accordingly.

11.4 **Contractor to Provide Notification and Detailed Particulars**

Provided that the Employer is not bound to make any determination unless the Contractor has:
The Contractor shall notify the 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 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 additions payment shall be reduced / rejected.

11.5 **Liquidated Damages for Delay**

If the Contractor fails to comply with the Time for Completion in accordance with Clause 11.2, for the whole of the Works then the Contractor shall pay to the Employer the relevant sum stated in the Contract Data as liquidated damages for such default for every day or part of a day which shall elapse between the relevant Time for Completion and the date stated in a Taking-Over Certificate of the whole of the Works or the relevant Section, subject to the applicable limit stated in the Contract Data. The Employer may, without prejudice to any other method of recovery, deduct the amount of such damages from any monies due or to become due to the Contractor. The payment or deduction of such damages shall not relieve the Contractor from his obligation to complete the Works, or from any other of his obligations and liabilities under the Contract.

11.6 **Taking-Over Certificate**

When the whole of the Works have been completed and have satisfactorily passed any Tests on Completion prescribed by the Contract, the Contractor may give a notice to that effect to the Employer. The Employer shall within 14 days of the date of delivery of such notice, either issue to the Contractor, a Taking-Over Certificate, stating the date on which, in his opinion, the Works were completed in accordance with the Contract, or give instructions in writing to the Contractor specifying all the work which, in the Employer opinion, is required to be done by the Contractor before the issue of such Certificate. The Employer shall also notify the Contractor of any defects in the Works affecting completion that may appear after such instructions and before completion of the Woks specified therein.

Defects Liability:

12.1 **Defects Liability Period**

In these Conditions the expression "Defects Liability Period" shall mean the defects liability period named in the Contract Data, calculated from:
(a) the date of completion of the Works certified by the Employer/Engineer in accordance with Clause 11.6.

12.2 **Remedying Defects**

The Contractor shall for a period stated in the Contract Documents 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 in writing within the said period. Upon expiry of the said period, and subject to the Contractor's faithfully performing his aforesaid obligation, the Employer 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 of complete outstanding work within a reasonable time shall entitle the Employer to carry out all necessary works al the Contractor's cost. However, the cost of remedying defects not attributable to the Contractor shall be valued as a Variation.

Variations:

13.1 **Right to Vary**

The Employer may issue Variation Order(s) in writing. Where for any reason it has not been possible for the Employer to issue such Variations Order(s), the Contractor may confirm any verbal orders given by the Employer in writing and if the same are not refuted/denied by the Employer within ten (10) days of the receipt of such confirmation the same shall be deemed to be a Variation Orders for the purposes of this Sub-Clause.

13.2 **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 and prices set out in the Contract, or
c. In the absence of appropriate rates, the rates and prices in the Contract shall be used asthe basis for valuation, or failing which;
d. At appropriate new rates, as may be agreed or which the Employer considers appropriate.

13.3 **Early Warning**

The Contractor shall notify the 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.

Procedure for Claims:

14.1 **Notice of Claims**

Notwithstanding any other provision of the Contract, if the Contractor intends to claim any additional payment pursuant to any Clause of these Conditions or otherwise, he shall give notice of his intention to the Engineer with a copy to the Employer, within 28 days after the event giving rise to the claim has first arisen.

14.2 **Contemporary Records**

Upon the happening of the event referred to in Sub-Clause 14.1, the Contractor shall keep such contemporary records as may reasonably be necessary to support any claim he may subsequently wish to make. Without necessarily admitting the Employer's liability, the Engineer shall, on receipt of a notice under Sub-Clause 14.1, inspect such contemporary records and may instruct the Contractor to keep any further contemporary records as are reasonable and may be material to the claim of which notice has been given. The Contractor shall permit the Engineer to inspect all records kept pursuant to this Sub-Clause and shall supply him with copies thereof as and when the Engineer so instructs.

14.3 **Substantiation of Claims**

Within 28 days, or such other reasonable time as may be agreed by the Engineer, of giving notice under Sub-Clause 14.1, the Contractor shall send to the Engineer an account giving detailed particulars of the amount claimed and the grounds upon which the claim is based. Where the event giving rise to the claim has a continuing effect, such account shall be considered to be an interim account and the Contractor shall, at such intervals as the Engineer may reasonably require, send further interim accounts giving the accumulated

amount of the claim and any further grounds upon which it is based. In cases where interim accounts are sent to the Engineer, the Contractor shall send a final account within 28 days of the end of the effects resulting from the event. The Contractor shall, if required by the Engineer so to do, copy to the Employer all accounts sent to the Engineer pursuant to this Sub-Clause.

14.4 **Failure to Comply**

If the Contractor fails to comply with any of the provisions of this Clause in respect of any claim which he seeks to make, his entitlement to payment in respect thereof shall not exceed such amount as the Engineer or any arbitrator or arbitrators appointed pursuant to Sub-Clause 21.1 assessing the claim considers to be verified by contemporary records (whether or not such records were brought to the Engineer's notice as required under Sub-Clause 14.2 and 14.3).

14.5 **Payment of Claims**

The Contractor shall be entitled to have included in any interim payment certified by the Engineer pursuant to Clause 17.1 such amount in respect of any claim as the Engineer, after due consultation with the Employer and the Contractor, may consider due to the Contractor provided that the Contractor has supplied sufficient particulars to enable the Engineer to determine the amount due. If such particulars are insufficient to substantiate the whole of the claim, the Contractor shall be entitled to payment in respect of such part of the claim as such particulars may substantiate to the satisfaction of the Engineer. The Engineer shall notify the Contractor of any determination made under this Sub-Clause, with a copy to the Employer.

15.1 **Measurements**

The quantities set out in the Bill of Quantities are the estimated quantities for the Works, and they are not to be taken as the actual and correct quantities of the Works to be executed by the Contractor in fulfillment of his obligations under the Contract.

16.1 **Defects Liability Certificate**

The Contract shall not be considered as completed until a Defects Liability Certificate shall have been signed by the Engineer and delivered to the Employer, with a copy to the Contractor, stating the date on which the Contractor shall have completed his obligations to execute and complete the Works and remedy any defects therein to the Engineer's satisfaction. The Defects Liability Certificate shall be given by the Engineer within 28 days after the expiration of the Defects Liability Period or as soon thereafter as any works instructed, pursuant to Clause – 12.1 and 12.2 have been completed to the satisfaction of the Engineer.

Certificates and Payment:

17.1 **Terms of Payments**

The amount due to the Contractor under any Interim Payment be paid by the Employer to the Contractor within 25 days after such Interim Payment has been jointly verified by Employer and Contractor, or, in the case of the Final Certificate, within 35 days after such Final Payment Certificate has been jointly verified by Employer and Contractor.

17.2 **Payment of Retention Money**

Retention money shall be paid by the Employer to the Contractor after satisfactory completion of Defect liability period.

Remedies:

18.1 **Default by Contractor**

If the Contractor abandons the Works, refuses or fails to comply with a valid instruction of the 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.

18.2 **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.

Insurance:

19.1 **Third Party Insurance**

The contractor shall insure against liabilities for death of or injury to any person (including any employee of employer or contractor) are loss of damage to any property of employer arising out or in consequence of the execution and completion of the works of the contract and the remedying of any defects therein, other than exceptions defined in Clause 7.1.

19.2 **Minimum Amount of Insurance**

Such insurance shall be for at least the amount stated in contract Data.

20.1 **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.

21.1 **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 Karachi in English Language.