Standard Bidding Document

Replacement of windows blinds at 4th and 5th floor NTC HQ Building (Works)
(Works)

National

Single Stage-One Envelope

November 06, 2026

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REQUEST FOR BIDS

PROCUREMENT OF CIVIL WORKS

1. The **National Telecommunication Corporation, HQ's (National Telecom Corporation (NTC))** has reserved Funds for the procurement planned for FY **2026-27**. The **National Telecommunication Corporation, HQ's (National Telecom Corporation (NTC))** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the " **Replacement of windows blinds at 4th and 5th floor NTC HQ Building (Works)**" with the reference of "**P172515**".

2. The **National Telecommunication Corporation, HQ's (National Telecom Corporation (NTC))** invites sealed Bids from eligible Bidders for procurement of Works **(Replacement of windows blinds at 4th and 5th floor NTC HQ Building (Works))** 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, 2026 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, Banker's Cheque, Call at Deposit, Demand Draft**. 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/172515** 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

Wednesday, November 18, 2026 11:00 PM. E-bids will be opened by using **EPADS v2.0** on the same day at **Wednesday, November 18, 2026 11:30 PM**. 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 65 of Public Procurement Rules, 2026 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:**National Telecommunication Corporation, HQ's (National Telecom Corporation (NTC))** The subject of procurement is:**Replacement of windows blinds at 4th and 5th floor NTC HQ Building (Works)** Expected commencement date: **Monday, December 7, 2026**
2.	**2.1**	Financial year for the operations of the Procuring Agency:**2026-27** Name and identification number of the Contract: **P172515**
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: Sunday, November 15, 2026
5.	**7.2**	Any addendum, in case issued, shall be published on **National Telecommunication Corporation, HQ's (National Telecom Corporation (NTC))** website and on **EPADS v2.0**.

C. Preparation of Bids

6.	**8.1**	List of documents required along with the bid: 1. 1. Bid Security 2. 2. Past Experience Proof 3. 3. NTN, GSTN and CNIC
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: **120 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, Banker's Cheque, Call at Deposit, Demand Draft**
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; **G-5/2, Islamabad Capital Territory** Bids that are not submitted on EPADS v2.0 shall be disqualified. The deadline for Bids submission is: **Wednesday, November 18, 2026 11:00 PM**
E. Opening and Evaluation of Bids		

18.	**24.1**	The Bids opening shall take place on **EPADS v2.0**. Day *:* ***Wednesday*** Date:***November 18, 2026*** Time *:* ***11:30 PM***
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)

Evaluation Criteria

Least Cost Based Selection (LCBS)

Jobs/Lots

Jobs Without Lots :

Job	Delivery Schedule	Quantity	Bid Security
Windows Blinds	Address: NTC HQs, G-5/2, Islamabad Capital Territory Schedule: 45 Days Quantity: 3745/sqft	3745/sqft	60000 PKR

Related Services :

No

Work Specifications and Market Rates

Jobs Without Lots :

Job: Windows Blinds

Specifications / Requirements:

Sr. No	Ref. No.	Description	Unit	Qty	Rate		Amount

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

1	426/180	Providing and fixing of windows roll up blinds dark out /coated fabric of approved colour/shade best quality (Imported) with manual roll up arrangement complete in all respect with all other required accessories and hardware from the approved suppliers and manufactueres, including the cost of wastage, overlapping etc and removing of existing blinds and stacking at site etc. complete as per direction	Sft	3745	542.65046728972	Five Hundred Forty Two Rupees Sixty Five Paisa only	2032226

						GRAND TOTAL:	Rs2,032,226.00

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Scope of Work

Replacement of Window Blinds at 4th & 5th Floor of NTC HQ's Building, G-5/2, Islamabad

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

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: National Telecommunication Corporation, HQ's (National Telecom Corporation (NTC)), Assistant Director G-5/2, Islamabad Capital Territory

The Supplier is:

The title of the subject procurement is: Replacement of windows blinds at 4th and 5th floor NTC HQ Building (Works)

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:

National Telecommunication Corporation, HQ's (National Telecom Corporation (NTC)), Assistant Director G-5/2, Islamabad Capital Territory
+92-300-552-1658
m.ayaz@ntc.org.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:

National Telecommunication Corporation, HQ's (National Telecom Corporation (NTC)), Assistant Director G-5/2, Islamabad Capital Territory
+92-300-552-1658
m.ayaz@ntc.org.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 **0.25%** to **10.00%** of the Contract value, in accordance with the extent of performance failure & the cost of investigating such incidents as judged by the Authority.

Number of GC Clause 21

Performance Guarantee:

The amount of performance guarantee shall be **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

Terms of Contract annexed

Delivery & Documents

Terms of Contract annexed

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.

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Bid Securing Declaration

Form 9: Bid Securing Declaration

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

Bid No.:***P172515***

To: **National Telecommunication Corporation, HQ's (National Telecom Corporation (NTC)), Assistant Director G-5/2, Islamabad Capital Territory**

We, the undersigned, declare that:

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

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

1. have withdrawn or modified our Bid during the period of Bid Validity specified in the Form of Bid;

2. Disagreement to arithmetical correction made to the Bid price; or

3. having been notified of the acceptance of our Bid by the Procuring Agency during the period of Bid Validity, (i) failure to sign the contract if required by Procuring Agency to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the Bidding Documents.

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

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

Contract Form

SECTION IX: CONTRACT FORMS

THIS AGREEMENT made the _____ day of _____ 20_____ between **National Telecommunication Corporation, HQ's (National Telecom Corporation (NTC)), Assistant Director G-5/2, Islamabad Capital Territory**

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

WHEREAS the Procuring Agency invited Bids for provision of goods, viz., **Replacement of windows blinds at 4th and 5th floor NTC HQ Building (Works) (*P172515*)** 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: **National Telecommunication Corporation, HQ's (National Telecom Corporation (NTC)), Assistant Director G-5/2, Islamabad Capital Territory**

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

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

AND WHEREAS we have agreed to give the Bidders guarantee:

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

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

Signature and seal of the Guarantors

_____

[name of bank or financial institution]

_____

[address]

_____

[date}

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Annexure

Terms of Contract

Contract Terms

Information (Read-Only)

See Form Under Additional Forms and Documents: **Terms of Contract** (page number: 76)

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Procurement Forms

Past Construction Experiences

See Form Under Additional Forms and Documents: **Past Construction Experiences** (page number: 94)

Past Experience and Completed Contracts

See Form Under Additional Forms and Documents: **Past Experience and Completed Contracts** (page number: 100)

Current Contracts and Their Progress

See Form Under Additional Forms and Documents: **Current Contracts and Their Progress** (page number: 101)

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

PUBLIC PROCUREMENT REGULATORY AUTHORITY
(PPRA)
EPADS

Additional Forms and Documents

Appendix to tender

SPECIAL STIPULATIONS
Conditions of Contract

Sr.#	Descriptions	Clause.#	Definition
1	Percentage of Retention Money	10 - 1	5% of the amount of Interim each certificate / bill
2	Time for Commencement		Within 07 days from the date of receipt of Engineer's Notice to commence
3	Amount of Liquidate d Damages	41	Rs. 5,081/- for each day of delay in completion of the Works subject to a maximum of 10% of Contract Price.
4	Time of Payment from Submission of Engineer's Interim Payment Certificate to the Employer.		28 days

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

GENERAL CONDITIONS OF CONTRACT

Definitions & Interpretations

1. (1) 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) 'EMPLOYER' means the National Telecommunication Corporation Islamabad and includes the 'N.T.C.' representative or successors. The words 'EMPLOYER' and N.T.C. are synonymous throughout the contract.

(b) 'CONTRACTOR' means the person or persons, firm or company whose Tender (as hereinafter defined) has been accepted by the 'N.T.C.' and includes the contractor's personal representative, successors and permitted assigns.

(c) 'ENGINEER' means the Project Manager / Chief Engineer / Principal Engineer and Project Director of the National Telecommunication Corporation or other Engineer appointed from time to time by the 'N.T.C.'.

(d) 'SECRETARY' means the Secretary, National Telecommunication Corporation Islamabad.

(e) 'Representative of the Engineer' means any Executive Engineer / Senior Engineer / Assistant Engineer and any other duly authorized Agent or Agents appointed from time to time by the N.T.C. or the Engineer to perform the duties set forth in clause 2 thereof.

(f) 'WORKS' means the works to be executed in accordance with the Contract.

(g) 'CONTRACT' means the conditions of contract specifications. Drawings, priced Bill of Quantities, Schedule of Rates and prices (if any) Tender and the Contract Agreement.

(h) 'CONTRACT PRICE' means the sum named in Tender subject to such additions thereto or deductions therefrom as may be made under the provisions hereinafter contained.

(i) 'CONSTRUCTIONAL PLANT' means all appliances or things of whatsoever nature required in or about the execution completion or maintenance of the works or Temporary works (as thereinafter defined) but does not include materials or other things intended to form or forming part of the permanent work.

(j) 'TEMPORARY WORKS' means all temporary works of every kind required in or about the execution, completion or maintenance of the works.

(k) 'DRAWINGS' means the drawings referred to in the specification and any modifications of such drawings approved in writing by the Engineer and such other drawings as may from time to time be furnished or approved in writing by Engineer.

(l) 'SITE' means the lands and other places on, under, in or through which the works are to be executed or carried out and any other lands or places provided by the N.T.C. for the purposes of the contract.

(m) 'APPROVED' means approved in writing including subsequent written confirmation of previous verbal approval and 'approval' means approved in writing including as aforesaid.

(n) 'TENDER' means the offer tendered by the Contractor for the works governed by the contract.

Singular & Plural

(2) Words imparting the singular only also include the plural and vice versa where the context requires.

Marginal Head

(3) The marginal headings or notes in these General conditions shall not be deemed to be part thereof or construction thereof or of the contract.

REPRESENTATIVE OF ENGINEER

Duties & Powers of Representative of the Engineers

2. The under the contract except as expressly provided hereunder or elsewhere in the contract or order any work involving delay or any extra payment by the N.T.C. not to make any variation of or in the works.

The Engineer may from time to time delegate to the Representative of the Engineer in writing any of the powers and authorities vested in the Engineer and shall furnish to the Contractor a copy of all such written delegations of powers ad authorities. Any written instruction or approval given by the Representative of the Engineer to the Contractor within the terms of such delegation (but not otherwise) shall bind the Contractor and the N.T.C. as though it had been given by the Engineer provided always as follows: -

(a) Failure of the Representative of the Engineer to disapprove any work or materials shall not prejudice the power of the Engineer thereafter to disapprove such work or material and to order the pulling down, removal or breaking up thereof.

(b) If the Contractor shall be dissatisfied by reason of any decision of the Representative of the Engineer, he shall be entitled to refer the matter to the Engineer who shall thereupon confirm reverse or vary such decision.

ASSIGNMENT AND SUB-LETTING

Assignment & Sub-letting

3. (1) The Contractor shall not assign or sub-let the contract or any part thereof or any benefit or interest therein or hereunder without the prior written consent of the N.T.C.

(2) The Contractor shall not sub-let the whole or any part of the work except where otherwise provided by the contract without the written consent of the Engineer and such consent, if given, shall not relieve the Contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any sub contractor, his agents, servants or workmen as fully as if they were the act defaults or neglects of the Contractor, provided always that the provision of labour on a piece-work basis shall not be deemed to be a sub-letting under this clauses.

EXTENT TO CONTRACT

4. The contract comprises the construction, completion and maintenance of the works and except in so far as the contract otherwise provided the provision of all labour materials construction plant Temporary works and everything whether of temporary or permanent nature required in and for such construction completion and extent of maintenance so far as the necessity for providing the same is specified in or reasonably to be inferred from the contract.

CONTRACT DOCUMENTS

Documents mutually explanatory

5. The several documents forming the contract are to be taken documents mutually explanatory of one another and in case of ambiguity or discrepancies, the same shall be explained and adjusted by the Engineer whose decision in this respect shall be final.

Drawings.

6. Three copies of the approval Drawings shall be furnished to the Contractor free of cost. The Contractor shall provide and make at his own expense any further copies required by him. At the completion of the contract the Contractor shall return to the Engineer all drawings

National Telecom Corporation Islamabad HQs

provided under the contract. One copy of the Drawings furnished to the Contractor as aforesaid shall be kept by the Contractor on the site and the same shall at all reasonable times be available for inspection and use by the Engineer and the Representative of Engineer.

Further drawings & instructions

7. The Engineer shall have full power and authority to supply to the Contractor from time to time during the progress of the works such further drawings and instructions as shall be necessary for the purpose of the proper and adequate execution and maintenance of the works and the Contractor shall carry out and be bound by the same.

Contractor to provide everything necessary

8. The Contractor shall provide everything necessary for the proper execution of the works according to the intent and meaning of the Drawings, Schedule of Quantities and Specifications taken together whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred therefrom and if the Contractor finds any discrepancy in the drawing or between the drawing Schedule of quantities and specifications, he shall immediately and in writing refer the same to the Engineer who shall decide which is to be followed.

Contract Agreement

9. The Contractor shall within fourteen days after written notice of acceptance of the tender has been posted to the Contractor, enter into and execute a contract agreement (to be prepared at the cost of the Contractor) in the form prescribed with such modifications as may be necessary.

Retention money /Security Deposit

10. 1) The Retention Money will be deducted @ 5% from each running bill. The retention money will be released after expiry of maintenance period as per clause.# 12 of instruction to tenderers.

Performance Security/Bank Guarantee

2) The contractor shall provide performance security to the employer in the prescribe form. The said Security shall be furnished or caused to be furnished by the Contractor within 14 days after the receipt of the work order. The performance Security shall be of an amount not less than 10% of the Contract price stated in the work order. Such security shall be in the form of Bank Guarantee from any schedule Bank of Pakistan. The performance security/Bank Guarantee will be released after successful completion of work.

DELETED

Contractor's failure to furnish security deposit

2) In the event of the Contractor failing to execute a formal contract or to make a security deposit therefore in the manner aforesaid and in the period specified, the N.T.C. is entitled to appropriate any earnest money or initial deposit made by the Contractor with his tender without prejudice to their right to claim any further loss or damage which may result to them by reason of the aforesaid defaults of the Contractor as if a contract is actually executed for purposes of such claim.

Inspection of site

11. The Contractor shall inspect and examine the site and its surroundings and shall satisfy himself before submitting the Tender as to the nature of ground and sub-soil, the form and nature of the site, the quantities and nature of the work and materials necessary for the completion of the works and the means of access to the site, the accommodation he may require and in general shall himself obtain all necessary information as to risk contingencies and other circumstances which may influence or affect his Tender.

Sufficiency of Tender

12. The Contractor shall be deemed to have satisfied himself before tendering as of the correctness and sufficiency of his tender for the work and of the rates and prices stated in the priced Bill of Quantities and the Schedule of Rates (if any) which rates and prices shall except in so far otherwise provided in the contract cover all his obligations the contract and

all matters and things necessary for the proper completion and maintenance of the works.

Works to the satisfaction of Engineer

13. The Contractor shall execute complete and maintain the works in strict accordance with the Contract to the satisfaction of the Engineer and shall comply with and adhere strictly to the Engineer instructions and directions on any matter (whether mentioned in the Contract or not) touching or concerning the works. The Contractor shall take instructions and directions only from the Engineer or (subject to the limitations referred in clause 2 hereof) from the Representative of Engineer.

Programme be furnished.

14. As soon as practicable after the acceptance of his Tender the Contractor shall if required submit to the Engineer for his approval a programme showing the order of procedure and method in which he proposes to carry out the works and shall whenever required by the Engineer or Representative of the Engineer furnish in writing for his information particulars of the Contractor's arrangements for carrying out the works and that of the constructional plant and Temporary works which the Contractor intents to supply, use or construct as the case may be. The submission to and approval by the Engineer or the Representative of the Engineer of such programme or the furnishing of such particulars shall not relieve the Contractor of any of his duties or responsibilities under the contract.

Contractor to provide superintendence or Agent at site.

15. The Contractor shall give or provide all necessary superintendence during the execution of the works and as long thereafter as the Engineer may consider necessary for the proper fulfillment of the Contractor's obligations under the Contract. The Contractor or a competent and authorized agent or Representative approved in writing by the Engineer (which approval may at any time be withdrawn) is to be constantly on the works and shall give his whole time to the superintendence of the same. If such approval shall withdrawn by the Engineer, the Contractor shall as soon as is practicable (having regard to the requirement of replacing him as hereinafter mentioned) after receiving written notice of such withdrawal, remove the agent from the site and shall not thereafter employ him again on the site in any capacity and shall replace him by another agent approved by Engineer, such authorized agent or Representative shall receive on behalf of the Contractor directions and instructions from the Engineer or (subject to the limitations of clause 2 hereof) the Representative of the Engineer.

Deployment of labour, skilled or unskilled by the Contractor.

16. (1) The Contractor shall provide and employ on the site in connection with the execution and maintenance of the works: -

a) Only such technical assistants as are skilled and experienced in their respective callings and such sub-agent foremen and leading hands as are competent to give proper supervision to the work they are required to supervise and

b) Such skilled, semi-skilled and unskilled labour as necessary for the proper and timely execution and maintenance of the works.

(2) The Engineer shall be at liberty to object to and require the Contractor to remove forthwith from the works any person employed by the Contractor in or about the execution or maintenance of the works who in the opinion of the Engineer misconducts himself or is incompetent or negligent in the proper performance of his duties or whose employment is otherwise considered by the Engineer to be undesirable and such person shall not be again employed upon the works without the written permission of the Engineer. Any person so removed from works shall be replaced without delay by a competent substitute approved by the Engineer.

(3) The Contractor shall, if required by the Engineer, deliver to the Engineer or the

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Representative of the Engineer returns in such form and at such intervals as the Engineer may prescribe showing in detail the supervisory staff and the numbers of the several classes of labour from time to time employed by the Contractor on the site.

Proper setting out of works, levels, alignment etc.

17. The Contractor shall be responsible for the true and proper setting out of the works and for the correctness of the position, levels, dimensions and alignment of all parts of the works and for the provision of all necessary instruments, appliances and labour in connection therewith. If at any time during the progress of the works and error shall appear or arise in the position, levels, dimensions or alignment of any part or the works the Contractor on being required so to do by the Engineer or the Representative of the Engineer shall at his own expense rectify such error to the satisfaction of the Engineer or the Representative of the Engineer. The checking of any setting out or of any line or level by the Engineer or the Representative of the Engineer shall not in any way relieve the Contractor of his responsibility for the correctness thereof and the Contractor shall carefully protect and preserve all benchmarks, sight rails, pages and other things used in setting out the works.

Watching and lighting

18. The Contractor shall in connection with works provide and maintain at his own cost, all lights, guard, fencing and watching when and where necessary or required by the Engineer or the Representative of the Engineer or by any duly constituted authority for the protection of the works or for the safety and convenience of the public or others.

Care of works.

19. (1) From the commencement to the completion of the works, the Contractor shall take full responsibility for the care thereof and of all Temporary works and in case any damage, loss or injury shall happen to the works or to any part thereof or any Temporary works from any cause whatsoever (save and except the excepted risks as defined in sub-clause (2) of this clause) shall at his own cost repair and make good the same so that at completion the works shall be in good order and condition and in conformity in every respect with the requirements of the contract and the Engineer's instructions. The Contractor shall also be liable, for any damage to the works occasioned by him in the course of any operation carried out by him for the purpose of complying with his obligations under clause 4 hereof.

(2) The 'excepted risk' are war hostilities (whether war be declared or not) invasion act of foreign enemies, rebellion, revolution, insurrection or military or usurped power, civil war or (otherwise then among the Contractor's own employees) riot, conpotion, disorder or use of occupation by the N.T.C. sion of any portion of the works in respect of which a Certificate of completion has been issued or any such operation of the forces of nature as reasonable foresight and ability on the part of the Contractor could not foresee or reasonably provide against all of which are herein collectively referred to as the 'excepted risks'.

Damage to persons & property

20. The Contractor shall (except if and so far as the specification provides otherwise) indemnify and keep indemnified the N.T.C. against all losses and claims for injuries or damage to any person or any property whatsoever (other than surface or other damage to land being or crops being on the site suffered by tenants or occupiers) which may arise out of or in consequence of the construction and maintenance of the works and against all claims demands proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto.

Insurance in respect of damage to persons & property

21. The Contractor shall be responsible for all injury to persons animals or things, and for all structural and decorative damage property which may arise from the operations of neglects of himself or of any nominated Sub Contractor's employees. Whether such injury or damage

arise from carelessness accident or any other cause whatsoever in any way connected with the carrying out of this Contract. This clause shall be held to include, inter alia, any damage to building, whether immediately adjacent or otherwise and any damage to roads, streets, foot-paths, bridges or ways as well as all damage caused to the building and works forming the subject of this Contract by frost or other inclemency of weather. The Contractor shall indemnify the Employer and held him harmless in respect of all and any expenses arising from any such injury or damage to person or property as aforesaid and also in respect of any claim made in respect of injury or damage under any Acts of Government or otherwise and also in respect of any award of compensation or damages consequent upon such claim for the period of construction of the works and also during the period of maintenance for loss or damage arising from a cause occupying prior to the commencement of the period of maintenance.

The Contractor shall reinstate all damage of every sort mentioned in the Clause so as to deliver up the whole of the Contracted works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damage as the property of third parties.

The Contractor shall indemnify the Employer against all claims which may be made against the Employer by any member of the public or the third party in respect of any thing which may arise in respect of the works or in consequence thereof and shall at his own expense arrange to affect and maintain, until the virtual of the Contract, with an approved office, policy of Insurance in the joint names of the Employer and the Contractor against such risks and deposit such policy or policies with the Engineer from time to time during the currency of the Contract. The Contract shall similarly indemnify the Employer against all claims which may be made upon the Employer whether under the workmen's Compensation Act or any other Statute in force during the currency of this Contract at Common Law in respect of any Employee of the Contractor or any Sub Contractor and shall at his own expense effect and maintain until the virtual completion of the Contract, with an approved Office. A policy of Insurance in the joint names of the employer and the Contractor against such risks and deposit such policy or policies with the Engineer from time to time during the currency of this Contract.

The Contractor shall be responsible for anything which may be excluded from the Insurance policies above referred to and also for all other damage to any property arising out of and incidental to the negligent or defective carrying of this contract. He shall also indemnify the Employer in respect of any costs charges of expense arising out of any claim or proceedings and also in respect of any award of or compensation of damages arising therefrom.

The Employer shall be at liberty and is hereby empowered to deduct the amount of any damage, compensation costs, charges and expenses arising or accruing from or in respect of such claim or damage from any sum or sums due or to become due to the Contractor.

Unless otherwise specified the insurance shall be for the following amount in respect of original works costing more than Rs. Five Lacs (Rs.5.0 Lacs) excluding repair and petty works.

(a) The works and Temporary works to the full value of such works executed from time to time.

(b) The materials constructional plant and other things brought on to the site by the Contractor to the full value of such Materials, constructional plant and other things.

(c) Third party insurance for at least the amount stated in the Tender.

Fire Insurance

22. (a) The Contractor shall at the time of signing the contract insure the works and keep them to be insured until the virtual completion of the contract against loss or damage by fire in and Office to be approved by the Engineer in the joint names of the Employer and Contractor (the name of the former being placed first in the policy) for the full amount of the contract and for any further sum if called upon to do so by the Employer, the premium of such further sum being allowed to the Contractor as and authorized extra, such policy shall cover the property of the Employer only, fees for assessing the claim and in connection with his services generally therein and shall not cover any property of the Contractor or of any sub-contractor of Employer. The Contractor shall deposit the policy and receipts for the premium with the Engineer within twenty one days from the date of signing the contract unless otherwise instructed by the Engineer. In default of the Contractor insuring as provided above, the employer may insure and may so deduct the premiums paid from any monies due, or which may become due to the Contractor. The Contractor shall as soon as the claim under the policy is settled or the works reinstated by the Insurance Office should they elect to do so, proceed with all due diligence with the completion of the works in the same manner as though the fire had not occurred in all respects under the same Conditions of Contract. The Contractor, in case of rebuilding or reinstatement after fire shall be entitled to such extension of time for completion as the Engineer deems fit.

(b) The amount so due as aforesaid shall be the total value of the work duly executed and of the Contract materials and goods delivered upon the site for use in the works upon and including the date not more than seven days prior to the date of the said certificate less the amount to be retained by the employee (as hereinafter provided) and less any installments previously paid under this clause, provided that such certificates shall only include the value of said materials and goods as and from time to time as they are reasonably, properly and not prematurely brought upon the site and then only if properly stores are protected against the weather.

Giving of Notice & payment of fees.

23. The Contractor shall give all notices and pay all fess required to be given or paid by the National or State Statute Ordinance or other Law or any Regulation or Bye-law of any local or other duly constituted authority in relation to the execution of the works and by the Rules and regulations of public bodies and companies whose property or rights are affected in any way by the works or any Temporary works.

Compliance with statutes Regulations

The Contractor shall confirm in all respect with the provisions of any such Statute Ordinance or law as aforesaid and Regulations or bye-laws of any local or other duly constituted authority which may be applicable to the works or to any Temporary works and with such rules and regulations of public bodes and companies as aforesaid and shall keep the N.T.C. indemnified against all penalties Ordinance of Regulation or Bye-law.

Fossils etc

24. All fossils, coins, articles of value or antiquity and structures and other remains or things of geological or are acological interest discovered on the site of the works shall be between the N.T.C. and the Contractor be deemed to be the absolute property of the N.T.C. and the Contractor shall take reasonable precaution to prevent his workmen or any other person s from removing or damaging any such article or thing and shall immediately upon discovery

thereof and before removal acquaint the Representative of the Engineer of such discovery and carry out, at the expense of the N.T.C., the Representative of the Engineer, orders as to the disposal of the same.

Patent lights and Royalties

25. The Contractor shall save harmless and indemnify the N.T.C. from and against all claims and proceedings for or on account of infringement of any patent rights design trade mark or name of other protected rights in respect of any Constructional plant machines, work or material used for or in connection with the works or Temporary works or any of them and from and against all claims, demands, proceedings, damage cost, charges and expenses whatsoever in respect thereof or in relation thereto, except where otherwise specified. The Contractor shall pay all feeses and royalties, rent and other payment or compensation till getting done and graved other material equipment required for the works or Temporary works or any of them.

Opportunities for other Contractors.

26. The Contractor shall in accordance with the requirements of the Engineer afford all reasonable opportunities for carrying out their work to any other contractors employed by the N.T.C. and their workmen and to the workmen of the N.T.C. and of any other duly constituted authorities who may be employed in the execution on or near the site of any work not included in the Contract or of any Contract which the N.T.C. may enter into in connection with or ancillary to the works.

Supply of plant, materials & labour

27. Except where otherwise specified the Contractor shall at his own expense supply and provide all the constructional plant Temporary works materials both for temporary and for permanent works labour (including the supervision thereof) transport to or from the site and about the work s and other things of every kind required for the construction completion and maintenance of the works.

Clearance of site on completion

28. On the completion of the works the Contractor shall clear away and remove from the site all Constructional plant surplus materials rubbish and temporary works of every kind and leave the whole of the site and works clean and in a workman like condition to the satisfaction of the Engineer.

LABOUR

Hours of Employment, Payment of wages.

29. The hours of Employment Regulations and payment of wages Act so far these are applicable to the Contractor’s labour shall adhered to be the Contractor.

Return of labour etc.

30. The Contractor shall if required by the Engineer deliver to the Representative of the Engineer or at his office a return in detail in such form and at such intervals as the Engineer may prescribe showing the number of the several classes of labour from time to time employed by the Contractor on the site and such information respecting Constructional plant as the Representative of the Engineer may required.

WORK MATERIAL AND PLANT

Quality of material & workmanship & Tests.

31. (a) All materials and workmanship shall be of the respective kinds described in the Contract and in accordance with the Engineer's instructions and shall be subject from time to time to such tests as the Engineer may direct at the place of manufacture or fabrication or on the site or at all or any of such places. The Contractor shall provide such assistance, instruments, machines, labour and materials as are normally required for examining testing any work and the quality, weight or quantity of any material used and shall supply samples of materials before incorporation in the

works for testing as may be selected and required by the Engineer.

Const of samples.

(b) All samples shall be supplied by the Contractor at his own cost.

Cost of tests

(c) The costs of making all tests specified in the Contract shall be borne by the contractor.

Unfixed material when taken into account to be the property of Employer.

(d) Where in any certificated (of which the Contractor has received payment) the Engineer has included the value of any unfixed materials intended for and/or placed on or adjacent to the works such material shall become the property of the Employer and they shall not be removed except for use upon the works without the written authority of the Engineer. The Contractor shall be liable for any loss or damage to such materials.

Access to site.

32. (a) The Engineer and any person authorized by him shall at all times have access to the works and to the site and to all workshop and places where work is being prepared or where materials manufactured articles or machinery are being obtained for the works and the Contractor shall afford every facility for and every assistance in or in obtaining the right of such access.

(b) The Employer reserves the right to use the premises and any portion of the site for the execution of any work not included in this Contract which he may desire to have carried out by other persons and the Contractor I is to allow all reasonable facilities for the execution of such work but is not required to provide any plant or material for the execution of such work except by special arrangements with the employer. Such work shall be carried out in such manner as not to impade the progress of the works included in the Contract and the contractor is not to be responsible for any damages which may happen to or be occasional for any danger or delay which may happen to or be confronted by such work.

Examination of works before covering up.

33. No work shall be covered up or put out of view without the approval of the Engineer or the Representative of the Engineer and the contractor shall afford full opportunity for the Engineer or the Representative of the Engineer to examine and measure any work which is about to be covered up or put out of view and to examine foundations before permanent work is placed thereon. The contractor shall give due notice to the Representative of the Engineer whenever any such work or foundations is or are ready or about to be ready for examination.

Singular & Plural

34. (a) The Engineer shall during the progress of the work have power to order from time to time: -

a) The removal from the site within such time or times as may be specified of any materials, which in the opinion of the Engineer are not in accordance with the contract.

b) The substitution of proper and suitable materials and

c) The removal and proper re-execution (notwithstanding any previous test thereof or interim payment therefore) of any work which in respect of materials of workmanship is not in the opinion of the Engineer in accordance with the contract.

Default of Contractor or in compliance.

(b) In case of default on the part of the Contractor in carrying out such order, the N.T.C. shall be entitled to employ and pay other person to carry out the same and all expenses consequent thereon or incidental thereto shall be borne by the Contractor and shall be

recoverable from him by the N.T.C. or may be deducted by the N.T.C. from any monies due or which may become due to the Contractor.

Suspension of work.

35. The Contractor shall on the written order of the Engineer suspend the progress of the works or any part thereof for such time or times and in such manner as the Engineer may consider necessary and shall during such suspension period protect and secure the work so far is necessary in the opinion of the Engineer. The extra cost (if any) incurred by the Contractor in giving effect to the Engineer's instructions under this clause shall be borne and paid by the N.T.C. unless such suspension is: -

(a) Otherwise provided for in the contract, or

(b) necessary for the proper execution of the work or by reason of weather conditions affecting the safety or quality of the contract, or

(c) necessary for the safety of the works or any part thereof:

Commencement of works.

Provided that the Contractor shall not be entitled to recover any such extra cost unless he gives notice in writing of his intension to claim to the Engineer within 14 days of the Engineer's order. The Engineer shall settle and determine the extra payment to be made to the Contractor in respect of such claim as the Engineer shall consider fair and reasonable.

COMMENCEMENT, TIME AND DELAYS

36. The Contractor shall commence the works on site within the period named in the tender after the receipt by him of an order in writing to this effect from the Engineer and shall proceed with the same with due expendition and without delay except as may be expressly sanctioned or ordered by the Engineer or be wholly beyond the Contractor's control.

Possession of site.

37. (1) Save in so far as the Contract may prescribe the extent of portions of the site of which the Contractor is to be given possession from time to time and the order in which such portions shall be made available to him and subject to any requirement in the contract as to the order in which the works shall be executed, the Engineer will, with the written order to commence the works, give to the Contractor possession of so much of the site as may be required to enable the Contractor to commence and proceed with the construction of the works in accordance with the programme referred to in clause 14 hereof (if any) and otherwise in accordance with such reasonable proposal of the Contractor as he shall by notices in writing to the Engineer make and will from time to time as the works proceed give to the Contractor possession of such further portions of the site as may be required to enable the Contractor to proceed with the construction of works with due dispatch in accordance with the said programme or proposals (as the case may be)

Way leaves etc.

(2) The Contractor shall be or all expenses and charges for special or temporary way leaves required by him in connection with access to the site. The Contractor shall also provide at his own cost any additional accommodation outside the site required by him for the purpose of the works.

Time for completion.

38. Subject to any requirement in the specification as to completion of any portion of the works before completion of the whole of the works shall be completed within the time sated in the tender calculated from the last day of the period named in the tender as that within which the works are to be commenced or such extended time as may be allowed under clause 39 hereof.

Extension of time for

39. Should the amount of extra or additional work of any kind or other special circumstances of

completion.

any kind whatsoever which may occur, be such as fairly to entitle the Contractor to an extension of time for the completion of the work, the Engineer shall determine the amount of such extension. Provided that the Engineer is not bound to take into account any extra or additional work or other special circumstances unless the Contractor has within 28 days after such work has been commenced or such circumstances have arisen or as soon thereafter as is practicable delivered to the representative of the Engineer full and detailed particulars of any claim to extension of time to which he may consider himself entitled in order that such claim may be investigated at that time.

Rate of progress.

40. (1) The whole of the materials, plant and labour to be provided by Contractor under clause 4 hereof and the mode, manner and speed of execution and maintenance of the works are to be of a kind and conducted in a manner approved of by the Engineer. Should the rate of progress of the works or any part thereof be at any time in the opinion of the Engineer to allow to ensure the completion of the works by the prescribed time or extended time for completion, the Engineer shall so notify to the Contractor in writing and the Contractor shall thereupon take such steps as the Contractor may think necessary and the Engineer may approve to expedite progress so as to complete the works by the prescribed time or extended time for completion. If the works is not being carried out by day and night and the Contractor shall request permission the Contractor shall not be entitled to any additional payment for so doing.

Termination of contract for slow progress

(2) Notwithstanding anything contained herein the event of the rate of progress of the works being such that in the opinion of the Engineer the works cannot be completed by the prescribed time of the extended time. The Engineer may have the works constructed and completed through any other agency either concurrently with or independently of the Contractor at the risk and cost of the Contractor or the Engineer may supplement the contractor's labour plant, equipment and materials at the Contractor's cost and risk and in all such cases provisions of Clause 39 hereof shall apply. Further, the N.T.C. shall have the power to terminate the contract and withhold payment to the Contractor till the whole of the works have been constructed, completed and maintained in the manner laid down in the Contract and the Contractor shall be liable for any loss or damage which the N.T.C. may sustain on that account and for forfeiture the clause 58 and 59 hereof shall apply.

Liquidated damages for delay.

41. If the Contractor shall fail to complete the works within the time prescribed by Clause 38 hereof or extended time except where otherwise specified then the Contractor shall pay to the N.T.C. liquidated damages for such default and not as penalty, a sum of money for every calendar day part thereof which shall elapse between the time prescribed by clause a sum of Rs. 5,081/- (Five Thousand and Eighty One only) per day upto maximum of 10% (ten percent) of final contract price.

Certificate of completion of work.

42. As soon as in the opinion of the Engineer, the works shall have been substantially completed and shall satisfactorily passed any final test that may be prescribed by the Contract, the Engineer shall, on receiving a written undertaking by the Contractor to finish any outstanding work during period of Maintenance, issue a certificate of completion in respect of the works and the period of Maintenance of the works shall commence from the date of such a certificate provided that the Engineer may give such certificate with respect to any part of the

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works before the completion of the whole of the works and shall upon the written application of the Contractor give such certificate with respect to any substantial part of the works which has been both completed to the satisfaction of the Engineer and occupied or used by the N.T.C. and when any such certificate is given in respect of a part of the works such part shall be considered as completed and the period of Maintenance of such part shall commence from the date of such certificate. Provided also that a certificate of Completion given in accordance with the foregoing provisions of ay part of the works occupied and used as aforesaid shall not be deemed to certify completion of any ground of surface requiring reinstatement unless such certificate shall expressly so state.

MAINTENANCE AND DEFECTS

Definition of period of maintenance.

43. (1) In these conditions, the expression 'Period of Maintenance' shall mean the period of Maintenance named in the Tender calculated from the date of completion of the works certified by the Engineer in accordance with clause 42, or in the event of more than one certificate having been issued by the Engineer the said clause from the respective dates certificate and in relation to the period of Maintenance the expression 'the works' shall be constructed accordingly.

(2) To the intent of the works shall or as soon as practicable after the expiration of the period of Maintenance be delivered upto the N.T.C. in as good as perfect a condition (fair, wear and tear excepted) to the satisfaction of the Engineer as that in which they were at the commencement of the period of Maintenance, the Contractor shall execute all such work of repair, amendment, reconstruction, rectification and making good of defects imperfection, shrinkages or other faults as may be required of the Contractor in writing by the Engineer during the period of Maintenance or within fourteen days after its expiration as a result of an inspection made by or on behalf of the Engineer.

Cost of execution of work of repair etc.

(3) All such works shall be carried out by the Contractor at his own expense if the necessity thereof shall in the opinion of the Engineer be due to the use of materials or workmanship not in accordance with the Contractor to neglect or failure on the part of the Contractor comply with any obligation expressed or implied on the contractor's part under the contract. If in the opinion of the Engineer, such necessity shall be due to any other cause the value of such work or works which the Contractor should have carried out at the contractor's own cost shall be entitled to recover from the Contractor the cost thereof or may deduct the same from any monies due or that become due to the Contractor.

ALTERATIONS, ADDITIONS AND OMISSIONS

Variations.

44. (1) The Engineer shall make any variation of the form, quality or quantity of works or any part thereof that may in his opinion be necessary and for that purpose or if for any other reason it shall in his opinion be desirable, shall have power to order the Contractor to do and the Contractor shall do any of the following: -

(a) Increase or decrease the quantity of any work included in the contract.
(b) Omit any such work.
(c) Change the character or quality or kind of any such work.
(d) Change the levels, lines and dimension of any part of the works and
(e) Execute additional work of any kind necessary for the completion of the works.

and no such variation shall in any way vitiate or invalidate the contract but the value (if any) of all such variations shall be taken in to account in ascertaining the amount of the contract price. The contractor shall be bound to carry out the work in accordance with any instructions which may be given to him in writing signed by the Engineer-in-Charge and such alterations, omission, additions or substitutions shall not invalidate the contract, and any altered, additional or substituted work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work and at the same %age as is specified in the tender for the main work. The time for the completion of the work shall be extended to the proportion that the altered, additional or substituted work bears to the original contract work, and the certificate of the Engineer-in-Charge shall be conclusive as to such proportion. And if the altered addition or substituted work includes any item of work, for which no rate specified in the Pak PWD Schedule of rates - 2022 which was in force at the time of the acceptance of the contract, minus, plus the percentage which the total tendered amount bears to the estimated cost of the entire work put to tender, and if the altered, additions or substituted work is not entered in the Schedule of Rates, then the contractor shall within seven days of the date of his receipt of the order to carry out the work inform the Engineers-in-Charge of the rate together with detailed analysis of such rate, which it is his intention to charge for such item of work. In the event of a dispute the decision of the Engineer shall be final.

Order for variation to be in writing.

(2) No such variation shall be made by the Contractor without an order in writing of the Engineer, provided that no order in writing shall be required for increase or decrease in the quantity of any work such increase or decrease is not the result of an order given under this clause but is the result of the quantities exceeding or being less than those stated in the bill of quantities. Provided also that if for any reason the Engineer shall consider it desirable to give any such order verbally, the Contractor shall comply with such order and any confirmation in writing of such verbal order given by the Engineer whether before or alter the carrying out of the order shall be deemed to be an order in writing within meaning of this clause.

45. (1) The Contractor may be required to execute additional work beyond the quantities specified in the bill of quantities or extra or substitute items not included therein. For all additional work, payment shall be made on the basis of actual measurement at the minimum rates for such work in the contract. For extra or substitute items, payment shall be made on the basis of actual measurement at the rates derived from those included in the bill of quantities if in the opinion of the Engineer (which opinion shall be final) such rates are applicable. In case the rates for extra or substitute items cannot be so derived, then reasonable rates shall be fixed by the Engineer for which the Contractor shall submit analysis of rates well in time for approval of the Engineer before execution of such work. If the Engineer decides to delete certain items of work or reduce the quantities thereof, the value of the contract shall accordingly be reduced on the basis of actual measurement.

Day work.

(2) If in the opinion of the Engineer, extra work cannot be properly measured or valued, the Contractor shall be allowed day work prices at the net rates stated in the Tender of the priced schedule of quantities, or if not so stated, then in accordance with the local day work rates and wages for the district; provided that in either case vouchers specifying the daily time (and if required by the Engineer, the workmen's names) and materials employed be delivered

for verification to the Engineer or his representative at or before the end of the week following that in which the work has been executed.

Claims.

(3) The Contractor shall send to the Engineer every month an account giving full and detailed particulars of all claims for any additional expense to which the Contractor may consider himself entitled and of all extra or additional work ordered by the Engineer, which he has executed during the preceding month and no claim for payment for any such work will be considered which has not been included in such particulars.

PROPERTY IN MATERIAL AND PLANT

Plants, etc. the property of the Commission.

46. (1) All construction Plant Temporary works and materials provided by the Contractor shall, when brought on to the site, immediately be deemed to become the property of the N.T.C. and the Contractor shall not remove the same or any part thereof without the consent in writing of the Engineer. But the Engineer will permit the Contractor the exclusive use of all such Construction Plant. Temporary works and materials in and for the completion of the works uptil the happening of an event which gives right to the N.T.C. to exclude the Contractor from the site and proceed with the completion of the works.

(2) Upon the removal of any such constructional plant, temporary works or materials with consent as aforesaid the same shall be deemed to revest in and become the property of the Contractor and upon completion of the works. The said constructional plant and temporary works and any unused materials provided by the Contractor shall be deemed to revest in and become the property of the Contractor who shall remove the same. If the Contractor fails to remove unused materials within such reasonable time after the completion of the works as may be allowed by the N.T.C., the N.T.C. may sell the same and shall after deducting from the proceeds, charges and expenses of and in connection with such also pay the balance (if any) to the Contractor

Commission not liable for damages to plant etc.

(3) the N.T.C. shall not, at any time, be liable for the loss of or injury to any of the said Constructional Plant, Temporary works or materials.

47. The operation of the clause 46 shall not be deemed to imply any approval by the Engineer of the materials or other matters referred to therein nor shall it prevent the rejection of any such materials at any time by then Engineer.

MEASUREMENT

Quantities.

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

Work to be measured.

49. The Engineer shall except as otherwise stated, ascertain and determine by measurement the value of work done in accordance with the contract. He shall, when he requires any part or parts of the work to be measured, give notice to the Contractor or authorized agent or representative who shall forthwith attend or send a qualified agent to assist the Engineer or the representative of the Engineer in making such measurement made by the Engineer or approved by him shall be taken to be the correct measurement of the works.

Method of Measurement

50. The works shall be measured notwithstanding any general or local custom except where otherwise specially described or prescribed in the Contract.

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PROVISIONAL SUMS

Use of Provisional and contingency items.

51. All the sums set out in the Bill of quantities which shall be stated to be provisional or for contingencies shall be used only at the direction and discretion of the Engineer and if not used either wholly or in part shall as to the amount not used be deducted from the Contract price.

Items not monied out.

52. All items not monied out in the Bill of quantities shall be used at the direction and discretion of the Engineer and if used either wholly or in part shall as to the amount used added to the Price.

CERTIFICATE AND PAYMENT

Bill for on account payment

53. (1) The Contractor shall submit to the representative of the Engineer during the execution of the works on-account bills signed by the Contractor showing the quantities and values of the permanent work done on the Site as soon as measurements have been recorded as per Clause 49 hereof.

Rates & Prices.

(2) The rates and prices in such on-account bills shall be in accordance with the these in the priced Bill of quantities so far rates and prices are applicable and on the approved rates and price for other items of work.

Quantities.

(3) The quantities in such on-account bills shall be in accordance with the agreed measurement recorded by the representative of the Engineer as per provision of Clause 49 hereof.

Advance.

(4) The Contractor will be paid on the certificate of the Engineer, the estimated contract value of the permanent executed and in the addition such amount as the Engineer may consider fair and reasonable for any temporary works for which separate amount are provided in the Bill of Quantities so far as it applies to a retention of a percentage until the amount retained such reach the amount of the security deposit as per Clause 10 hereof after which time no further deduction or retention will be made.

Approval only by Maintenance Certificate.

54. No certificate other than the Maintenance certificate referred to in Clause 55 hereof shall be deemed to constitute approval of any work or other matter in respect of which it is issued or shall be taken as admission of the performance of the contract or any part thereof or of the accuracy of any claim or demand made by the Contractor or of additional or varied work having been ordered by the Engineer nor shall any other certificate conclude or prejudice any of the powers of the Engineer.

Maintenance Certificate.

55. The contract shall not be considered as complete until a Maintenance Certificate has been signed by the Engineer and completed and maintained to his satisfaction. The Maintenance Certificate shall be given by the Engineer Twenty-eight days after the expiry of the period of Maintenance (or if different periods of Maintenance shall become applicable to different parts of the works, the expiration of the latest such period) and full effect shall be given to this clause notwithstanding any previous entry on the works or the taking possession working or using thereof by the N.T.C.. The security deposit of the Contractor shall be refunded after the Maintenance certificate has been issued by the Engineer after deducting any sums, which may become due from Contractor in terms of provision of clause 40(2), 41 and 43(4) hereof.

Payment on

56. When the Engineer has granted a Certificate or Certificates of completion for the whole of the

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completion.

works under clause 42 hereof and when the N.T.C. has ascertained the estimated final sum due to the Contractor the N.T.C. shall after allowing for the amount of all previous on-account bills and certificates and after allowing for all other payments due from the Contractor to the N.T.C. pay to the Contractor such a sum out of the balance so calculated as remaining due to the Contractor as will leave to be retained by the N.T.C. a sum equal to the security deposit (see clause 10 hereof).

Currency of payment.

57. Unless otherwise agreed between the N.T.C. and the Contractor all payments to be made to the Contractor under this Contract shall be made in Pakistan Rupee currency.

REMEDIES AND POWERS

Forfeiture.

58. If the Contractor shall become bankrupt or have a receiving order made against him or shall present his petition in bankruptcy or shall make an arrangement with or assignment in favour of his creditors or shall agree to carry out the Contract under a Committee of inspection of his creditors or (being a corporation) shall go into liquidation (other than a voluntary liquidation for the purposes of amalgamation or reconstruction) or if the Contractor shall assign the Contract without the consent in writing of the N.T.C. first obtain or shall have an execution levied on his goods or if the Engineer shall certify in writing to the N.T.C. that in his opinion the Contractor: -

(a) has abandoned the contract;

(b) without reasonable excuse has failed to commence the work or has suspended the progress of the work for 10 days after receiving from the Engineer's written notice to proceed; or

(c) has failed to remove materials from the Site or to pull down and replace work for 28 days after receiving from the Engineer written notice that the said materials or work had been condemned and rejected by the Engineer under these conditions; or

(d) is not executing the work in accordance with the Contract or is persistently or flagrantly neglecting to carry out his obligations under the Contract;

(e) has to the detriment of good workmanship or in defiance of the Engineer's instruction to the contrary sub-let any part of the contract than the Engineer may after giving 14 days notice in writing to the Contractor enter upon it and the works and expel the Contractor therefrom any of his obligations or liabilities under the Contract or releasing the Contractor from any of his obligations or liabilities under the Contract or affecting the rights and powers conferred on the N.T.C. or the Engineer by the contract and may himself complete the works or may employ any other Contractor to complete the works and the N.T.C. or such other contractor may use for such completion so much of the Construction Plant Temporary works and materials which have been deemed to become the property of the N.T.C. under the provisions of the contract as he or the N.T.C. may think proper and the N.T.C. sion may at any time sell all or any of the said Constructional Plant Temporary Works and unused materials and apply the proceeds of sale in or towards the satisfaction of any sums due or which may become due to the N.T.C. from the Contractor under the contract.

Valuation of Date of Forfeiture.

(2) The Engineer shall as soon as may be practicable after any such entry and expulsion by the N.T.C. fix and determine or by or after reference to the parties or after such

investigation or enquiries as he may think fit to make or institute and shall certify what amount (if any) had at the time of such entry and expulsion been reasonably earned by or would reasonably accrue to the Contractor in respect of work than actually done by him under the contract and what was the value of any unused or partially used materials any Constructional Plant and any temporary works which have been deemed to be done the property of the N.T.C. under the provisions of the contract.

Payment after Forfeiture.

(3) If the N.T.C. shall enter and expel the Contractor under this clause the N.T.C. shall not be liable to pay to the Contractor any money on account of the contract until the expiration of the period of Maintenance and thereafter until the costs of completion and Maintenance damages for delay in completion (if any) and all other expenses incurred by the N.T.C. have been ascertained and the amount thereof certified by the Engineer, the Contractor shall than be entitled to receive only such sums or sum (if any) as the Engineer may certify would have been due to him upon due completion by him after deducting the said amount. But if such amount exceeds the sum which would have been payable to the Contractor on due completion by him then the Contractor shall upon demand pay to the N.T.C. the amount of such excess and it shall be deemed a debt due by the Contractor to the permission and shall be recoverable accordingly.

Urgent Repairs.

59. If by reason of any accident or failure or other event occurring to in or in connection with the works or any part thereof either during the execution of the works or during the period of Maintenance any remedial or other work or repair shall in the opinion of the Engineer or the representative of the Engineer may be his own or other workmen do such work or repair as the Engineer or the representative of the Engineer may consider necessary. If the work / repair so done by the Engineer is work which in the opinion of the Engineer the Contractor was liable to do at his own expense under the N.T.C. or may be deducted by the Contractor from any monies due or which may become due to the Contractor Provided always that the Engineer or the representative of the Engineer (as the case may be) shall as soon as after the occurrence of any such emergency as may be reasonably notify the Contractor thereof in writing.

Bribes, Commission, etc.

60. Any bribe, commission, gift or advantage given promised or offered by on behalf of the Contractor or his partner agent or servant or any one of his, or there behalf to any Officer, servant, representative or agent of the N.T.C. or any person on its behalf in relation to the obtaining or to the execution of this or any other contract with the N.T.C. shall in addition to any criminal liability which he may incur subject the Contractor to cancellation of this and all other contracts and also to payment of any loss or damage resulting from such cancellation to the like extent as in provided in cases of forfeiture under Clause 58 hereof and the N.T.C. shall be entitled to deduct the amounts so payable from any monies otherwise due to the Contractor under this or any other contract. Any question or dispute as to the N.T.C. of any offence under this Clause shall be settled by the N.T.C. in such manner as it shall think fit and sufficient and its decision shall be final and conclusive.

SETTLEMENT OF DISPUTES

Law Governing the Contract.

61. This contract shall be governed by the laws of Pakistan. Resort to court by either of the parties in respect of any dispute should be had only to any appropriate Court.

CONSTRUCTION EXPERIENCE

Form EXP - 4.1
General Construction Experience

Bidder's Name: _____
Date: _____
JV Member's Name_____
Bid Reference No. (if any) and title: _____
Page _____of _____pages

Starting Year	Ending Year	Contract Identification	Role of Bidder
		Contract name: _____ Brief Description of the Works performed by the Bidder: _____ Amount of contract: _____ Name of EMPLOYER: _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Bidder: _____ Amount of contract: _____ Name of EMPLOYER: _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Bidder: _____ Amount of contract: _____ Name of EMPLOYER: _____ Address: _____	

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Form EXP - 4.2(a)

Specific Construction and Contract Management Experience

Bidder's Name: _____
Date: _____
JV Member's Name_____
Bid Reference No. (if any) and title: _____
Page _____of _____pages

Similar Contract No.	**Information**			
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor ☐	Member in JV ☐	Management Contractor ☐	Sub-contractor ☐
Total Contract Amount			PKR equivalent	
If member in a JV or sub-contractor, specify participation in total Contract amount				
EMPLOYER's Name:				
Address: Telephone/fax number E-mail:				

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

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

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Form EXP - 4.2(b)
Construction Experience in Key Activities

Bidder's Name: _____
Date: _____
Bidder's JV Member Name: _____
Sub-contractor's Name (if any): _____
Bid Reference No. (if any) and title: _____

Page _____of _____pages

All Sub-contractors for key activities must complete the information and Qualification Criteria and Requirements, Sub-Factor 4.2.

1. Key Activity No One: _____

	Information			
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor ☐	Member in JV ☐	Management Contractor ☐	Sub-contractor ☐
Total Contract Amount			PKR equivalent	
Quantity (Volume, number or rate of production, as applicable) performed under the contract per year or part of the year	Total quantity in the contract (i)	Percentage participation (ii)		Actual Quantity Performed (i) x (ii)
Year 1				
Year 2				
Year 3				
Year 4				
EMPLOYER's Name:				
Address: Telephone/fax number				

	Information
E-mail:	

2. Activity No. Two

3. ……

	Information
Description of the key activities in accordance with Section III:	

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Form EXP - 4.2 (c)
Specific Experience in Managing ES aspects

[The following table shall be filled in for contracts performed by the Bidder, and each member of a Joint Venture]

Bidder's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member Name: *[insertfull name]*
Bid Reference No. (if any) and title: *[insert ICB/NCB number and title]*
Page *[insert page number]* of *[insert total number]* pages

1. Key Requirement no 1 in accordance with 4.2 (c): _____

Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor ☐	Member in JV ☐	Management Contractor ☐	Subcontractor ☐
Total Contract Amount			PKR	
Details of relevant experience				

2. Key Requirement no 2 in accordance with 4.2 (c): _____

3. Key Requirement no 3 in accordance with 4.2 (c): _____

4. [PA define key requirements]

Past Experience / Contracts

Contracts over *[insert amount]* during the last three years:				
Procuring Agency	Value	Year	Goods/Services Supplied	Country of Destination

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Current Contract Commitments / Works in Progress

Bidders and each member to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

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

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