Standard Bidding Document

REPAIR / MAINTENANCE OF ESCALATORS AT PAK CHINA FRIENDSHIP CENTER BUILDING, ISLAMABAD (Works)

National

Single Stage-One Envelope

October 26, 2026

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REQUEST FOR BIDS

PROCUREMENT OF CIVIL WORKS

1. The **Sector Development E&M Dev. (FMP) (Capital Development Aurhority (CDA))** has reserved Funds for the procurement planned for FY **2026-27**. The **Sector Development E&M Dev. (FMP) (Capital Development Aurhority (CDA))** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the "**REPAIR / MAINTENANCE OF ESCALATORS AT PAK CHINA FRIENDSHIP CENTER BUILDING, ISLAMABAD**" with the reference of **"P172686"**

2. The **Sector Development E&M Dev. (FMP) (Capital Development Aurhority (CDA))** invites electronic Bids from eligible Bidders for procurement of Works **(REPAIR / MAINTENANCE OF ESCALATORS AT PAK CHINA FRIENDSHIP CENTER BUILDING, ISLAMABAD)** described in the bidding documents on **EPADS v2.0**.

3. **Single Stage-One Envelope** will be used by adopting **Least Cost Based Selection (LCBS)** Technique for the subject procurement, in line with the Public Procurement Rules, 2004 and any Regulations, Regulatory Guides, Procurement Guidelines or Instructions issued by the Authority from time to time.

4. All Bids must be accompanied by a Bid Security amounting described in Bid Security Section in Bidding Document in the form of **Call at Deposit**. 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/172686** 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 11, 2026 11:30 AM. E-bids will be opened by using **EPADS v2.0** on the same day at **Wednesday, November 11, 2026 12:00 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 registration process is available at **https://www.youtube.com/watch?v=MNW6T38v7tc.**

In terms of Rules 48 of Public Procurement Rules, 2004 Grievance Redressal Committee (GRC) is notified for the subject procurement and notification copy is available on the procuring agency's website and on Authority's website at (**www.ppra.gov.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 KPPRA).

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:

i. Section I -Invitation for Bids

ii. Section II Instructions to Bidders (ITBs)

iii. Section III Bid Data Sheet (BDS)

iv. Section IV Eligible Countries

v. Section V Evaluation and Qualification Criteria

vi. Section VI Works Requirements Technical Specifications & Schedule of Requirements

vii. Section VII Standard Bidding Forms

viii. Section VIII General Conditions of Contract (GCC)

ix. Section IX Particular Conditions of Contract (PCC)

x. 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 v2.0**.

6.2. The Procuring agency/Employer shall respond to the request for clarification in accordance with the Public Procurement Rules 2004, Rule No.31 i.e. **Clarification of bids**.

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 v2.0**. 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 the KPP Rules 2014 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 KPP Rules 2014, 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 KPP rules 2014.

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 the KPP rules 2014, i.e. Bid Validity.

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 the KPP Rules 2014, 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 v2.0**, the scanned copy of bid security or bid securing declaration, as the case may be, shall be uploaded on **EPADS v2.0** 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:
if a Bidder:

17.8.1. 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**

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 KPP Rules 2014, 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 the KPP rules 2014, 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 the KPP Rules 2014, i.e. Clarifications.

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 the PP Rule 2004, rule no. 30 (2).

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 in accordance with the KPP Rules 2014. 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/Employer's Right to reject All Bids**

38.1. The procuring agency has the right to reject all bids in accordance with the KPP Rules 2014. However, the Authority (i.e. KPPRA) 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 the KPP Rules 2014.

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 the KPPRA, rules i.e. Redressal of grievances by the procuring agency and “Redressal of Grievances Regulations”.

H. MECHANISM OF BLACKLISTING

46. Mechanism of Blacklisting

46.1. The Procuring agency/Employer shall proceed Blacklisting of Bidders/Contractors in accordance with KPP Rules 2014 rule i.e. Blacklisting and “Blacklisting and Debarment of Bidders or Contractors.

Bid Data Sheet

Bid Data Sheet (BDS)

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

A. Introduction

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

ITB Number1.1

Name of Procuring agency/Employer: **Sector Development E&M Dev. (FMP) (Capital Development Aurhority (CDA))**

The subject of procurement is: **REPAIR / MAINTENANCE OF ESCALATORS AT PAK CHINA FRIENDSHIP CENTER BUILDING, ISLAMABAD**

Period for completion of the works **30 Days**

Commencement date execution of the works: **120 Days**

Type of Procurement**:Local**

ITB Number2.1

Financial year for the operations of the Procuring agency/Employer: **2026-27**
Name of Project [insert: name and summary description of the Project if any]

Name of financing institution: [insert: name if any]

Name and identification number of the Contract: **P172686**

ITB Number3.1

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

Maximum number of members in the joint venture shall be: **Nil**.

B. Bidding Documents

ITB Number6.4

The Bidders may seek clarifications through **EPADS v2.0**: **Last Clarification Date: Sunday, November 8, 2026**

C. Preparation of Bids

ITB Number8.1

The Language of all correspondences and documents related to the Bid is: **English**

ITB Number 5.1 & 9.1

The following documentsmust be includedto constitute the Bid

No

ITB Number9.4 (b)

Other procurement specific documentation requirements are:

1. Valid Pakistan Engineering Council (PEC) License with Category-6 or abvoe having codes EE-04, EE-11 & ME-03 (Lifts & Escalator)

2. Valid Electrical License issued by Electrical Inspector Islamabad

3. Active status of NTN & GST.

ITB Number12.4

The Bid price will be/will not be subject to the price adjustment **Nil**.

ITB Number12.6

The Bid price shall be adjusted in accordance with Schedule-A to Bid – “Schedule of Adjustment Data” if available.

ITB Number13.1

Bidders to quote entirely in**Pak rupees (PKR)**

ITB Number15.1

The Bid Validity period shall be **120 Days** days.

ITB Number16.1

The amount of Bid Security shall be (insert amount)

The currency of the Bid Security shall be: **PKR**.

ITB Number16.2

The Bid Security shall be in the form of:**Call at Deposit**

D. Submission of Bids

ITB Number19.1

The deadline for Bid submission is:**Wednesday, November 11, 2026 11:30 AM**
Address for submission of Original Bid Security:**Room No.002, Pak China Friendship Center, Islamabad Capital Territory**

ITB Number21.1
The Bid opening shall take place at:**EPADS v2.0**
Day : ***Wednesday***
Date: ***November 11, 2026***
Time : ***12:00 PM***

ITB Number27.1
The currency that shall be used for Bid evaluation and comparison purposes to convert all Bid prices expressed in various currencies is: **PKR Only**
The source of exchange rate shall be: **Nil**
The date of exchange rate shall be: **Nil**

ITB Number28.2 &28.5
Least Cost Based Selection (LCBS)
see Evaluation Criteria

ITB Number29.1
Domestic preference to apply.
Domestic preference:**No**
Preference to domestic or national suppliers or contractors shall be provided in accordance with policies of the Federal Government and/or in accordance with the regulations issued by the Authority.
If Yes, The percentage for the domestic preference alongwith calculation formula is provided in the evaluation and qualification criteria.

ITB Number32.2
Sub-contracting is allowed? : **No**

No% of the total value of the contract.

39.1 The Performance Security (or guarantee) shall be **10.00%**
39.2 The Performance Security (or guarantee) shall be in the form of:**Bank**

Guarantee

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

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) SECP PEC Registrar of Firms

Eligibility Criteria	Document
Valid Pakistan Engineering Council (PEC) License with Category-6 or above & codes EE-04, EE-11 & ME-03 (Lifts & Escalator)	Yes
Valid Electrical License issued by Electrical Inspector Islamabad	Yes

Evaluation Criteria

Least Cost Based Selection (LCBS)

Jobs/Lots

Lot Title : REPAIR / MAINTENANCE OF ESCALATORS AT PAK CHINA FRIENDSHIP CENTER BUILDING, ISLAMABAD

Bid Security : 48000 PKR

Job	Delivery Schedule	Quantity
Servicing / Repair maintenance of Escalator to restore it to safe, reliable and efficient operating condition	**Address:** Pak China Friendship Center, Islamabad Capital Territory **Schedule:** 30 Days **Quantity:** 1/job	1/job
Servicing / Repair maintenance of Escalator to restore it to safe, reliable and efficient operating condition	**Address:** Pak China Friendship Center, Islamabad Capital Territory **Schedule:** 30 Days **Quantity:** 1/job	1/job

Work Specifications and Market Rates

Lot Title: REPAIR / MAINTENANCE OF ESCALATORS AT PAK CHINA FRIENDSHIP CENTER BUILDING, ISLAMABAD

Specifications / Requirements:

Sr. No	Ref	Description	Unit	Qty	Rate		Amount
1	Non-Schedule Item	Servicing / Repair maintenance of Escalator to restore it to safe, reliable and efficient operating condition. with following work: - i) Replacement of damage handrail Rollers and associated fitting. ii) Dismantling and reinstallation of Escalator wheels Rollers, including Alignment and adjustment. iii) Supply & installation of platform rubber pads. iv) Supply & installation of stainless-steel center cladding. v) Supply & Installation of Travel Chin / newel Chain vi) Complete servicing, Lubrication Mechanical work, Adjustment & inspection vii) Supply and Replacement of Moving walkway handrail belt Complete in all respect to entire satisfaction of engineer in charge.	P/Job.	1	1600000	1600000	Rs.

Sr. No	Ref	Description	Unit	Qty	Rate		Amount
						Rs1,600,000.00	GRAND TOTAL:

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Scope of Work

As Per BOQ

Brief Description

REPAIR / MAINTENANCE OF ESCALATORS AT PAK CHINA FRIENDSHIP CENTER BUILDING, ISLAMABAD

Servicing / Repair maintenance of Escalator to restore it to safe, reliable and efficient operating condition. with following work: -
i) Replacement of damage handrail Rollers and associated fitting.
ii) Dismantling and reinstallation of Escalator wheels Rollers, including Alignment and adjustment.
iii) Supply & installation of platform rubber pads.
iv) Supply & installation of stainless-steel center cladding.
v) Supply & Installation of Travel Chin / newel Chain
vi) Complete servicing, Lubrication Mechanical work, Adjustment & inspection
vii) Supply and Replacement of Moving walkway handrail belt
Complete in all respect to entire satisfaction of engineer in charge.

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

Red Book:
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The Conditions of Contract are the "General Conditions" which form part of the "Conditions of Contract for Construction for Building and Engineering Works Designed by the Employer ("Red book") Second edition 2017" published by the Federation Internationale Des Ingenieurs – Conseils (FIDIC) and the following "Particular Conditions" which shall complement the General Conditions of the Contract.

The successful Bidder, upon contract award, shall be required to furnish two (02) copies of aforementioned "General Conditions" for incorporation in the Works Contract.

International Federation of Consulting Engineers (FIDIC) FIDIC
Bookshop – Box- 311 – CH – 1215 Geneva 15, Switzerland
Fax: +41 22 799 49 054
Telephone: **+41 22 568 0500**
E-mail: **fidic@fidic.org**
Website: www.fidic.org
FIDIC code: ISBN13: 978-2-88432-084-9

Special Conditions of Contract

PARTICULAR CONDITIONS OF CONTRACT (PCC)

Particular Conditions
(Mandatory Provisions not to be amended/substituted)

The Particular Conditions (PCC) complement the General Conditions (GCC) to specify dates, contractual requirements, and special circumstances related to the Works. The PCC consists of two parts, Part A - Contract Data and Part B - Special Provisions. The provisions to be found in the Special Provisions (Particular Conditions - Part B) take precedence over the equivalent provisions found under the same Sub-Clause number(s) in the General Conditions, and the provisions of the Contract Data (Particular Conditions - Part A) take precedence over the Special Provisions (Particular Conditions - Part B).

PART A - Contract Data

Sub-Clause 1.1.27
Defects Notification Period (DNP): **365** Days

Sub-Clause 1.1.31
Employer's name & address: **Sector Development E&M Dev. (FMP) (Capital Development Aurhority (CDA)), Deputy Director Room No.002, Pak China Friendship Center, Islamabad Capital Territory**

Sub-Clause 1.1.35
Engineer's name & address: The Member (Engineering), CDA

CDA Complex, Block-IV, Suharwardy Road,
Sector G-7/4, Islamabad

Sub-Clause 1.1.84
Time for Completion: **30** days for whole of the works

Sub-Clause 1.3 (a)(ii)
Agreed method of electronic transmission: Not Agreed

Sub-Clause 1.3 (d)
Address of Empoyer for Communications: **Room No.002, Pak China Friendship Center, Islamabad Capital Territory**
Address of Engineer for Communications:

CDA Complex, Block-IV, Suharwardy Road,
Sector G-7/4, Islamabad

Address of Contractor for Communications: **----------**

Sub-Clause 1.4
Contract shall be governed by the law of: **Islamic Republic of Pakistan**
Ruling language: **English**
Language for communications: **English**

Sub-Clause 2.1
After receiving the Letter of Acceptance, the Contractor shall be given right of access to all or part of the Site within: **03** days after Commencement Date

Sub-Clause 2.4
Employer's financial arrangements:

Federal Government Maintenance Grant - PCFC

Sub-Clause 3.2 (e)(ii)
Engineer's Duties and Authority: **Variation resulting in an increase of the Accepted Contract Amount in excess ofone percent (1%)subject to accumulative Variations not exceeding five percent (5%)of the Accepted Contract Amount**

Sub-Clause 4.2
Performance Security (as percentage of the Accepted Contract Amount in Currencies): 10.00%
Form of Performance Guarantee: **Bank Guarantee**

Sub-Clause 4.2.1
List of Insurance Companies:

Schedule Banks of Pakistan

Sub-Clause 4.7.2
period for notification of errors in the items of reference: **Twenty Eight (28) days**

Sub-Clause 4.19
Period of payment for temporary utilities: **Each Month**

Sub-Clause 5.1 (a)
Maximum allowable accumulated value of work subcontracted (as a percentage of the Accepted Contract Amount): **Nil** %

Sub-Clause 5.1 (b)
Parts of the Works for which subcontracting is not permitted: Nil

Sub-Clause 6.5
Normal working hours on the Site: **08**

Sub-Clause 8.3
Number of additional paper copies of programmes: **02**

Sub-Clause 8.8 & 14.15(b)
Delay Damages payable for each day of delay **1.00**% of the Accepted Contract Amountfor delay in completion of whole of the Works

Sub-Clause 8.8
Maximum amount of Delay Damages **10.00 %** of the Accepted Contract Amount

Sub-Clause 8.14
Applicability of Incentives for Early Completion **No**

Sub-Clause 12.3
Percentage profit (Not more than 10%): **Nil**

Sub-Clause 13.4.(b)(ii)
Percentage rate to be applied to Provisional Sums for overhead charges and profit: **Twenty Five percent (25%)**

Sub-Clause 14.2
Total Advance Payment: **Fifteen percent (15%) of the Accepted Contract Amount excluding Provisional Sums payable in the currencies and proportions in which the Accepted Contract Amount is payable**

Sub-Clause 14.2.1
Advance Payment Insurance **Not Allowed**

Sub-Clause 14.2.3
Percentage deductions for the repayment of the Advance Payment: Deduction shall be made at the amortization rate of 17.5 % of the value of the Works executed of each IPC as provided in paragraph (i) of Sub-Clause GCC 14.3, starting from 2nd IPC provided that the advance payment shall be completely repaid prior to the time when 90% of the Accepted Contract Amount less Provisional Sums has been certified for payment. It may be more than 17.5% in the last instalment to ensure full repayment.

Sub-Clause 14.3
Period of payment **One Month**

Sub-Clause 14.3(b)
Number of additional paper copies of Statements: **02**

Sub-Clause 14.3 (iii)
Percentage of retention: **Seven percent (7%)**

Sub-Clause 14.3 (iii)
Limit of Retention Money (as a percentage of the Accepted Contract Amount): **Five percent (5%)**

Sub-Clause 14.5(b)(i)
Plant and Materials for payment when shipped: **Plant and Materials under Bill of "Imported Plant and Materials"**

Sub-Clause 14.5(c)(i)
Plant and Materials for payment when delivered to the Site: Plant and Non Perishable Materials

Sub-Clause 14.6.2
Minimum amount of Interim Payment Certificate (IPC): **No**
[Employer to give value not exceeding one fifth of the average expected value of Interim Payment Certificate]

Sub-Clause 14.7(a)
Period of payment of Advance Payment to the Contractor**: 14 days**

Sub-Clause 14.7b(i)
Period for the Employer to make interim payments to the Contractor under Sub-Clause 14.6: **Nil** days

Sub-Clause 14.7b(ii)
Period for the Employer to make interim payments to the Contractor under Sub-Clause 14.13 (Final Payment)**: Nil** days

Sub-Clause 14.7(c)
Period for the Employer to make final payment to the Contractor**: 30** days

Sub-Clause 14.8
Financing charges for delayed payment Local Currency (PKR):
6-Month KIBOR (Offer) +3% per annum.

Foreign Currency:
USD
6-Month SOFR (Secured Overnight Financing Rate for USD) +1% per annum.

EURO
6-Month EURIBOR (EURO Interbank Offered Rate for EURO) +1% per annum.

Others
Appropriate rates +1% (for other foreign currencies, Ref. Schedule-A, A-4 to Bid).

Sub-Clause 14.11.1(b)
Number of additional paper copies of draft Final Statements**: 02**
[insert number of copies say six (06)]

Sub-Clause 14.15
Currencies of payment of Contract Price: **as stated in the Table Schedule of Adjustment Data of Schedule A (if Given)**

Sub-Clause 14.15(a)(i)
Proportions or amounts of Local and Foreign currencies: **as stated in the Table Schedule of Adjustment Data of Schedule A (if Given)**

Sub-Clause 14.15(c)
Currencies and proportions for payment of Delay Damages: **as stated in the Table Schedule of Adjustment Data of Schedule A (if Given)**

Sub-Clause 14.15(f)
rates of exchange: **as stated in the Table IV of Schedule A (If Given)**

Sub-Clause 17.2(d)
Forces of nature, the risks of which are allocated to the Contractor: **Nil**

Sub-Clause 19.1
Permitted deductible limits:
i) insurance required for the Works: **Ten percent (10%) of loss amount on each & every loss**
ii) insurance required for Goods: **Nil**
iii) insurance required for liability for breach of professional duty: **Nil**
iv) insurance required against liability for fitness for purpose (if any is required): **Nil**
v) insurance required for injury to persons and damage to property: **Nil**
vi) insurance required for injury to employees: **Nil**
vii) other insurances required by Laws and by local practice : **Nil**

Periods for submission of insurance:
a) evidence of insurance: Not later than the Commencement Date
b) relevant policies: Within twenty eight (28) day from the Commencement Date

Sub-Clause 19.2.1(b)
Additional amount to be insured (as a percentage of the replacement value): 15% of the replacement value (Accepted Contract Amount)
Sub-Clause 19.2.2
Extent of insurance required for Goods: From Ex-Works (i.e., works, factory, warehouse, etc) to delivery at the Site
Amount of insurance required for Goods: Full replacement value

Sub-Clause 19.2.3(a)
Amount of insurance required for liability for breach of professional duty: Full replacement value of the Works to be designed by the Contractor

Sub-Clause 19.2.3(b)
Insurance required against liability for fitness for purpose: **Yes**

Sub-Clause 19.2.3
Period of insurance required for liability for breach of professional duty: Until the date of issuance of Performance Certificate

Sub-Clause 19.2.4
Amount of insurance required for injury to persons and damage to property: Injury to person and Fatal case: in accordance with Workmen Compensation Act
Damage to Property: The Amount of Insurance Required for Person Injury is 2000000
The Amount of Insurance Required for Damage to Property is 5000000 as per his assessment of the adjoining property(ies) other than the Works]
without limit to the number of incidents

Sub-Clause 19.2.6
Other insurances required by Laws and by local practice: All insurances as applicable, to the extent of execution of the project, under Federal and Provincial laws of Islamic Republic of Pakistan

Sub-Clause 21.1
Time for appointment of the DAAB: Within 28 days from the Commencement Date.
In case the Accepted Contract Amount is lesser than PKR one (01) billion, appointment of the DAAB shall be made when Dispute arises between the Parties.

Sub-Clause 21.1
The DAAB shall comprise 1
[insert either “a sole Member” or “Three Members”]
[For a Contract estimated to cost above PKR 2.5billion, the DAAB shall comprise of three members. For a Contract estimated to cost between PKR1billion and PKR2.5billion, the DAAB may comprise of three members or a sole member. For a Contract estimated to cost less than PKR1billion, a sole member is recommended.]

Sub-Clause 21.1
List of proposed members of DAAB
- proposed by Employer

A sole Member

- proposed by Contractor
[to be inserted at the time of signing of the Contract]
1._____
2._____
3._____

Sub-Clause 21.2
Appointing entity (official) for DAAB members Managing Director Public Procurement Regulatory Authority (PPRA) or Chairman Pakistan Engineering Council (PEC) from the list of PEC approved arbitrators published at its website

Sub-Clause 21.6
Rules of Arbitration: PEC Rules of Conciliation and Arbitration or Pakistan Arbitration Act of 1940, if the former is inactive.
The place of Arbitration shall be in the Employer's country: **Islamabad**
[Insert name of city]

Particular Conditions

PartB - Special Provisions

1.1 Definitions

1.1.76 "Specification"
Following is added at the end:
"and consists of two parts i.e.,
i) "Part A - Specific Provisions"; and
ii) "Part B - Technical Provisions"."

1.2 Interpretation

"and" is deleted from the end of sub-paragraph (i) and added at the end of sub-paragraph (j).
Sub-paragraph (k) is added:
"(k) The word "tender" is synonymous with "bid" the word tenderer with "bidder", the words "tender documents" with "bidding documents" and "Schedule of Prices" with "Bill of Quantities", as applicable."
1.5 Priority of Documents The documents listed at (a) through (k) of this Sub-Clause are deleted and substituted with the following:
(a) the Contract Agreement;
(b) the Letter of Acceptance;
(c) the Letter of Bid;
(d) the Particular Conditions Part A - Contract Data;
(e) the Particular Conditions Part B - SpecialProvisions;
(f) the General Conditions;
(g) the Specification Part A - SpecificProvisions;
(h) the Specification Part B- Technical Provisions;
(i) the Drawings;
(j) the completed Schedules to Bid includingBillof Quantities;
(k) the JV Undertaking (if the Contractor is a JV); and
(l) any other documents forming part of the Contract.
The addenda/corrigenda, if any, shall be deemed to have been incorporated at the appropriate places in the documents forming the Contract.

1.6 Contract Agreement

In the last line of the 1st paragraph the text "shall be borne by the Employer" is substituted by "shall be reimbursed by the Employer to the Contractor".

3.1 The Engineer

In sub-paragraph (a) the text "as defined in the Pakistan Engineering Council Act, 1975 (Act No.V of 1976)" are added after the words "professional engineer".

3.2 Engineer's Duties and Authority

The Engineer shall obtain the consent in writing of the Employer before taking action under the following Sub-Clauses of these Conditions:
(a) Consenting to the subcontracting of any part of the Works under Sub-Clause 5.1 [Subcontractors]
(b) Any action under Sub-Clauses 8.9 [Employer's Suspension] and 8.12 [Prolonged Suspension]
(c) Issuance of "Taking Over Certificate" under Sub-Clause 10.1 [Taking Over the Works and Sections].
(d) Issuing the "Performance Certificate" under Sub-Clause 11.9 [Performance Certificate].
(e) Sub-Clause 13.1 [Right to Vary]: instructing a Variation, except;
(i) in an emergency situation as determined by the Engineer, or
(ii) if such a Variation would increase the Accepted Contract Amount by less than the percentage specified in the Contract Data.
(f) Sub-Clause 13.3 [Variation Procedure]: approving a proposal for Variation submitted by the Contractor in accordance with Sub-Clause 13.3.2 [Variation by Request for Proposal] or 13.2 [Value Engineering].
(g) Certifying release of second half of the Retention Money under Sub-Clause 14.9 [Release of Retention Money].
(h) Issuing Final Payment Certificate under Sub-Clause 14.13 [Issue of FPC].
(i)
*[insert Sub-Clause number (not Sub-Clause 3.7 [Agreement or Determination]
Any such requirement shall not be applied to any action by the Engineer under Sub-Clause 3.7 [Agreement or Determination], as stated in Sub-Clause 3.2 [Engineer's Duties and Authority] of the General Conditions.
Notwithstanding the obligation, as set out above, to obtain approval, if, in the opinion of the Engineer, an emergency occurs affecting the safety of life or of the Works or of adjoining property, he may, without relieving the Contractor of any of his duties and responsibility under the Contract, instruct the Contractor to execute all such work or to do all such things as may, in the opinion of the Engineer, be necessary to abate or reduce the risk. The Contractor shall forthwith comply, despite the absence of approval of the Employer, with any such instruction of the Engineer. The Engineer shall determine an addition to the Contract Price, in respect of such instruction, in accordance with Clause 13 and shall notify the Contractor accordingly, with a copy to the Employer.
Following is added after the words "the Employer's consent is required" in 4th paragraph:
"stating that the Employer's consent has been obtained for that specified authority"

4.2 Performance Security

4.2.1 Contractor's Obligations
The entity issuing the Performance Security and its form shall be as under:
The Performance Security shall be, at the option of the Contractor,issuedin the prescribed form included in the Bidding Documents,by(a) a Scheduled Bank in Pakistan or (b) a foreign bank duly counter-guaranteed by a Scheduled Bank in Pakistan or (c)an Insurance Companylisted in the Contract Data and rated by PACRA/VIS ofratingas provided in Table below:

Accepted Contract Amount (In Eq. PKR million)	Minimum Rating of Insurance Companies
Up to 1000	A (+)
1001 to no limit	AA

In case of Joint Venture, the Performance Security shall be in the name of the Joint Venture or in the name of Lead/either firm of the JV or in ratio of shares of the individual JV partners.
Following paragraph is added at the end of this Sub-Clause:
"The amount of Performance Security shall be reducedto 50%following issue of the Taking-Over Certificate for the whole of the Works under Clause 10 of Conditions of Contract."

4.3 Contractor's Representative

In second paragraphthe text "professional engineer as defined in the Pakistan Engineering Council Act, 1975 (Act No. V of 1976) (having temporary licence in case of foreign engineer under Section 12 of the Pakistan

Engineering Council Act, 1975 (Act No. V of 1976)" are added after the words "qualified, experienced".
In the 3rd paragraph the words "28 days" are substituted by "14 days". In 2nd line of 4thparagraph the text "or appoint a replacement" is substituted by "except appointment of a suitable temporary replacement is deployed at the Site"

4.4 Contractor's Documents

4.4.2 As-Built Records
First paragraph is deleted and the text in the last paragraph is substituted with the following:
"The Contractor shall furnish to the Engineer 6 copies, one reproducible and one electronic copy(provided the Engineer has made available to the Contractor editable form of the Drawings)of all Drawings amended to conform to the Works as built.In case the Engineer does not make available to the Contractor editable form of the Drawings, the Contractor shall furnish to the Engineer as-built data for incorporation in the Drawings. Upon receipt of PDF versions of the as-built drawings prepared by the Engineer, the Contractor shall furnish to the Engineer 6copies and one reproducible of these Drawings.
The price of such Drawings shall be deemed to be included in the Contract Price."
Following Sub-Clause is added:
4.4.4 ShopDrawings
The Contractor shall submit to the Engineer for review 3 copies of all shop and erection drawings applicable to this Contract as per provision of relevant Sub-Clause of the Contract.
Review and approval by the Engineer shall not exceed 21 days and be construed as a complete check but will indicate only that the general method of construction and detailing is satisfactory and the Engineer's review or approval shall not relieve the Contractor of any of his responsibilities under the Contract.

4.8 Health and Safety Obligations

The following text is added at the end ofthis Sub-Clause:
In the event of work being carried out outside the normal working hours and in the event of work being carried out at night, the Contractor shall at his own cost, provide and maintain such good and sufficient light as will enable the work to proceed satisfactorily and without danger. The approaches to the Site and the Works where the night work is being carried out shall be sufficiently lighted. All arrangement adopted for such lighting shall be to the satisfaction of the Engineer.

4.20 Progress Reports

At the end of sub-paragraph (g) the word "and" is deleted and at the end of sub-paragraph (h) the full stop (.) is replaced with ";", and the following new sub-paragraphs are added as:
(i) planned programme for the execution of the Works for next 56 days to enable the Engineer to determine its programme of inspection and testing;
(j) monthly summery of daily job record indicating weather conditions, deployment of Contractor's Equipment, labour employment, local material procurement and material import, if any; and
(k) salient contractual and project information.

5.1 Subcontractors

Add the following text at the end of paragraph (ii):
"underSchedule to Bid"
The following is added at the end of the last paragraph of Sub-Clause 5.1:
"All subcontracts relating to the Works shall include provisions which entitle the Employer to require the subcontract to be assigned to the Employer under sub-paragraph (a) of Sub-Clause 15.2.3 [After Termination].
The Contractor shall give reasonable opportunity to contractors from Islamic Republic of Pakistan for subcontracts for the Works, and endeavour to employ such contractors as Subcontractors."

5.2 Nominated Subcontractors

5.2.2 Objection to Nomination
In sub-paragraph (c), “and” is deleted from the end of (i);
“.” at the end of (ii) is replaced with: “, and”.
The following is then added as (iii):
“(iii) be paid only if and when the Contractor has received from the Employer payments for sums due under the Subcontract referred to under Sub-Clause 5.2.3 [Payment to nominated Subcontractors].”

6.1 Engagement of Staff and Labour

The following paragraph is added at the end of the Sub-Clause:
“The Contractor shall, to the extent practicable and reasonable, employ staff (not less than 50%) and labour (not less than 85%) with appropriate qualifications and experience from sources within the Islamic Republic of Pakistan.”

6.7 Health and Safety of Personnel

The existing text is substituted with the following:
“In order to provide for the safety, health and welfare of persons, and for prevention of damage of any kind, all operations for the purposes of or in connection with the Contract shall be carried out in compliance with the Safety Requirements of the Government of Pakistan with such modifications thereto as the Engineer may authorize or direct and the Contractor shall take or cause to be taken such further measures and comply with such further requirements as the Engineer may determine to be reasonably necessary for such purpose. The Contractor shall also provide all other medical services and appoint a health and safety officer at Site if stated in the Specifications. In case of any fatality or serious accident, the Contractor shall, in addition, notify the Engineer immediately by the quickest available means.”

6.8 Contractor’s Superintendence

Insert at the end of sub-paragraph (a) of this Sub-Clause:
"or, if not, the Contractor shall make competent interpreters available during all working hours, in a number sufficient for those persons to properly perform their superintendence duties"
The following text is added at the end of this Sub-Clause:
“The Contractor’s authorized representative and his other engineers working at site shall possess valid registration with the Pakistan Engineering Council.
The Contractor’s authorized representative at Site shall be authorized to exercise adequate administrative and financial powers on behalf of the Contractor so as to achieve completion of the Works as per the Contract.”

6.12 Key Personnel

The following is inserted at the end of the last paragraph:
“If any of the Key Personnel are not fluent in this language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Engineer.”
The following Sub-Clauses 6.13 to 6.26 are added at the end of Sub-Clause 6.12:

6.13 Foreign Personnel

The Contractor may bring in to the Country any foreign personnel who are necessary for the execution of the Works to the extent allowed by the applicable Laws. The Contractor shall ensure that these personnel are provided with the required residence visas and work permits. The Employer will, if requested by the Contractor, use all reasonable endeavours in a timely and expeditious manner to assist the Contractor in obtaining any local, state, national, or government permission required for bringing in the Contractor’s personnel.

The Contractor shall be responsible for the return of these personnel to the place where they were recruited or to their domicile. In the event of the death in the Country of any of these personnel or members of their families, the Contractor shall similarly be responsible for making the appropriate arrangements for their return or burial.

6.14 Supply of Foodstuffs

The Contractor shall arrange for the provision of a sufficient supply of suitable food as may be stated in the Specification at reasonable prices for the Contractor's Personnel for the purposes of or in connection with the Contract.

6.15 Supply of Water

The Contractor shall, having regard to local conditions, provide on the Site an adequate supply of drinking and other water for the use of the Contractor's Personnel.

6.16 Measures against Insect and Pest Nuisance

The Contractor shall at all times take the necessary precautions to protect the Contractor's Personnel employed on the Site from insect and pest nuisance, and to reduce the danger to their health. The Contractor shall comply with all the regulations of the local health authorities, including use of appropriate insecticide.

6.17 Alcoholic Liquor or Drugs

The Contractor shall not, otherwise than in accordance with the Laws of the Country, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or allow importation, sale, gift, barter or disposal thereto by Contractor's Personnel.

6.18 Arms and Ammunition

The Contractor shall not give, barter, or otherwise dispose of, to any person, any arms or ammunition of any kind, or allow Contractor's Personnel to do so.

6.19 Festivals and Religious Customs

The Contractor shall respect the Country's recognized festivals, days of rest and religious or other customs.

6.20 Funeral Arrangements

The Contractor shall be responsible, to the extent required by local regulations, for making any funeral arrangements for any of its local employees who may die while engaged upon the Works.

6.21 Forced Labour

The Contractor, including its Subcontractors, shall not employ or engage forced labour which consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labour, such as indentured labour, bonded labour or similar labour-contracting arrangements.

6.22 Child Labour

The Contractor, including its Subcontractors, shall not employ or engage child labour in accordance with relevant law(s) in force in Islamic Republic of Pakistan.

6.23 Employment Records of Workers

The Contractor shall keep complete and accurate records of the employment of labour at the Site. The records shall include the names, ages, genders, hours worked and wages paid to all workers. These records shall be summarized on a monthly basis and submitted to the Engineer. These records shall be included in the details to be submitted by the Contractor under Sub-Clause 6.10 [Contractor's Records].

6.24 Workers' Organizations

The Contractor shall comply with the relevant labour laws of Pakistan which recognize workers' rights to form and to join workers' organizations/Trade Union of their choosing and to bargain collectively without interference.

6.25 Non-Discrimination and Equal Opportunity

The Contractor shall not make decisions relating to the employment or treatment of Contractor's Personnel on the basis of personal characteristics unrelated to inherent job requirements. The Contractor shall base the employment of Contractor's Personnel on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to any aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, job assignment, promotion, termination of employment or retirement, and disciplinary practices.
Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination. The Contractor shall provide protection and assistance as necessary to ensure nondiscrimination and equal opportunity, including for specific groups such as women, persons with disabilities, migrant workers and children (of working age in accordance with Sub-Clause 6.22).

6.26 Epidemics

In the event of any out-break of illness of epidemic nature, the Contractor shall comply with and carry out such regulations, orders and requirements as may be made by the Government or the local medical or sanitary authorities for the purpose of overcoming the same.

7.7 Ownership of Plant and Materials

The following is added before the first paragraph:
"Except as otherwise provided in the Contract,"
The following is added at the end of the Sub-Clause:
"No Plant and/or Materials that is the property of the Employer shallbe removed from the Site. If it becomes necessary to:
(i) remove any item of such Plant from the Site for the purposesof repair, the Contractor shall give a Notice, with reasons, tothe Engineer requesting consent to remove the defective ordamaged item off the Site. This Notice shall clearly identifythe item of defective or damaged Plant, and shall give detailsof: the defect or damage to be repaired; the place to whichdefective or damaged item of Plant is to be taken for repair;the transportation to be used (and insurance cover for suchtransportation); the proposed inspections and testing off theSite; and the planned duration required before the repaireditem of Plant shall be returned to the Site. The Contractorshall also provide any further details that the Employer mayreasonably require; or
(ii) replace any item(s) of such Plant and/or Materials, theContractor shall give a Notice, with reasons, to the Engineerclearly identifying the item(s) of Plant and/or Materials to bereplaced, and giving details of the due date of delivery tothe Site of the replacement item(s).
Where any item of Plant and/or Materials has become the propertyof the Employer under this Sub-Clause before it has been deliveredto the Site, the Contractor shall ensure that such an item is notmoved except for its delivery to the Site.
The Contractor shall indemnify and hold the Employer harmlessagainst and from the consequences of any defect in title orencumbrance or charge (except any reasonable restrictionarising from the intellectual property rights of the manufacturer orproducer) on any item of Plant and/or Materials that has becomethe

property of the Employer under this Sub-Clause."
The following Sub-Clause7.9 is added after Sub Clause 7.8:

7.9 Use of Pakistani Materials and Services

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

8.1 Commencement of Works

The following is added before the first paragraph:
“After signing of the Contract Agreement by both Parties,” and thereafter the word “The” is replaced with the word “the”.

8.5 Extension of Time for Completion

The following is added after paragraph (c):
“for last five years”.
The following Sub-Clause 8.14 is added after Sub-Clause 8.13:

8.14 Incentives For Early Completion

If Contract Data does not state applicability of incentives for early completion, this Sub-Clause shall not apply.
The Contractor shall be entitled subject to Sub-Clause 20.2 [Claims for Payment and/or EOT] to bonus payment if the Works and/or each Section is completed earlier than the Time for Completion for the Works or Section (as the case may be). The amount of bonus for early completion of the Works and/or each Section shall be upto a limit and at a rate to 50% of the relevant limit and rate of delay damages prescribed in Contract Data and shall be paid for every day which shall elapse between the relevant Date of Completion of the Works or Section and the relevant Time for Completion.
For the purposes of calculating any bonus payment, the applicableTime for Completion stated in the Contract Data is fixed and noadjustments of this time by reason of granting an EOT will beallowed.
The following Sub-Clause 11.12 is added after Sub-Clause 11.11:

11.12 Supervisory Assistance During DNP

If provided under the Schedule of Prices, the Contractor shall provide supervisory assistance to the Employer during the DNP for the Works. Such supervisory assistance shall be as described in the Specification for the purpose of supporting the Employer's operation and maintenance of the Plant for the period specified in the Schedule of Prices after the Date of Completion.

12.2 Method of Measurement

The following paragraph is added at the end of the Sub-Clause:
“Summary of measured quantity for payment shall be delineated item-wise under four headsnamely; “Schedule of Prices Quantity”, “Quantity Executed To-date”, “Quantity Certified Previously” and “Net Quantity Executed under this Certificate”.

12.3 Valuation of the Works

The following text is added at the end of fifth paragraph of the Sub-Clause:
“Sum of overhead charges and profit for sub-paragraph (a) shall be Twenty Five percent (25%)”.

13.4 Provisional Sums

The following paragraph is inserted as the penultimate paragraph:
“The Provisional Sum shall be used to cover the Employer’s share of the DAAB members’ fees and expenses, in accordance with Clause 21. No prior instruction of the Engineer shall be required with respect to the work of the DAAB. The Contractor shall submit the DAAB members’ invoices and the satisfactory evidence of having paid 100% of such invoices as part of the substantiation of those Statements submitted under Sub-Clause 14.3.

13.6 Adjustments for Changes in Laws

The following paragraphsare added at the end of the Sub-Clause:
“Notwithstanding the foregoing, the Contractor shall not be entitled to an extension of time if the relevant delay has already been taken into account in the determination of a previous extension of time and such Cost shall not be separately paid if the same shall already have been taken into account in the indexing of any inputs to the Table of Adjustment Data in accordance with the provisions of Sub-Clause 13.7 [Adjustments for Changes in Cost].”

14.1 The Contract Price

The following is added at the end of the Sub-Clause:
“Notwithstanding the provisions of subparagraph (b), Contractor's Equipment, including essential spare parts, imported by the Contractor for the sole purpose of executing the Contract shall be temporarily exempt from the payment of import duties and taxes upon initial importation, provided the Contractor shall post with the customs authorities at the port of entry an approved re-export bond or bank guarantee, valid until the Time for Completion plus six months, in an amount equal to the full import duties and taxes which would be payable on the assessed imported value of such Contractor's Equipment and spare parts, and callable in the event the Contractor's Equipment is not re-exported from the Country on completion of the Contract. A copy of the bond or bank guarantee endorsed by the customs authorities shall be provided by the Contractor to the Employer upon the importation of individual items of Contractor's Equipment and spare parts. Upon re-export of individual items of Contractor's Equipment or spare parts, or upon the completion of the Contract, the Contractor shall prepare, for approval by the customs authorities, an assessment of the residual value of the Contractor's Equipment and spare part to be re-exported, based on the depreciation scale(s) and other criteria used by the customs authorities for such purposes under the provisions of the applicable Laws. Import duties and taxes shall be due and payable to the customs authorities by the Contractor on (a) the difference between the initial imported value and the residual value of the Contractor's Equipment and spare parts to re-exported; and (b) on the initial imported value of the Contractor's Equipment and spare parts remaining in the Country after completion of the Contract. Upon payment of such dues within 28 days of being invoiced, the bond or bank guarantee shall be reduced or released accordingly; otherwise the security shall be called in the full amount remaining.”
[The Employer may change or delete this Sub-Clause as per Project requirements]

14.2 Advance Payment

14.2.1 Advance Payment Guarantee
The entity issuing the Advance PaymentGuaranteeand its form shall be as under:
The Advance PaymentGuarantee shall be in the form of Guarantee issued by (a) a Scheduled Bank in Pakistan or (b) a foreign bank duly counter-guaranteed by a Scheduled Bank in Pakistanor (c)an Insurance Companylisted in the Contract Data and rated by PACRA/VIS ofrating as provided in Table below:

Accepted Contract Amount (In Eq. million PKR)	Minimum Rating of Insurance Companies
Up to 1000	A (+)
1001 to no limit	AA

In case of Joint Venture, the Advance PaymentGuarantee(s)shall be in the name of the Joint Venture or in the name of Lead/either firm of the JV or in ratio of shares of the individual JV partners.

14.6 Issue of IPC

14.6.1 The IPC
In the first line of the 1st paragraph the words “28 days” are substituted by “14 days”.

14.7 Payment

The words “or through crossed cheque in favour of the Contractor or JV partners. The Payment to JV partners shall be made at the request of the Joint Ventures in the ratio of their shares specified by them” are added at the end of the Sub-Clause.

14.8 Delayed Payment

In the first paragraph, third line, the words “compounded monthly” are deleted.
The text of 2nd paragraph is deleted and substituted with the following:
“The Employer shall pay to the Contractor compensation at the rate stated in the Contract Data.”

14.9 Release of Retention Money

The following is added at the end of Sub-Clause 14.9:
“Unless otherwise stated in the Contract, when the Taking-Over Certificate has been issued for the Works and the first half of the Retention Money has been certified for payment by the Engineer, the Contractor shall be entitled to substitute a guarantee, in the form annexed to the Particular Conditions or in another form approved by the Employer and issued by a schedule bank selected by the Contractor, for the second half of the Retention Money. The Contractor shall ensure that the guarantee is in the amounts and currencies of the second half of the Retention Money and is valid and enforceable until the Contractor has executed and completed the Works and remedied any defects, as specified for the Performance Security. On receipt by the Employer of the required guarantee, the Engineer shall certify, and the Employer shall pay the second half of the Retention Money. The release of the second half of the Retention Money against a guarantee shall then be in lieu of the release after the latest of the expiry dates of the Defects Notification Periods. The Employer shall return the guarantee to the Contractor within 21 days after receiving a copy of the Performance Certificate.

If the Performance Security required under Sub-Clause 4.2 is in the form of a demand guarantee, and the amount guaranteed under them when the Taking-Over Certificate is issued is more than half of the Retention Money, then the Retention Money guarantee will not be required. If the amount guaranteed under the Performance Security when the Taking-Over Certificate is issued is less than half of the Retention Money, the Retention Money guarantee will only be required for the difference between half of the Retention Money and the amount guaranteed under the Performance Security.

15.2 Termination for Contractor’s Default

15.2.1 Notice
Following text is added at the end of sub-paragraph (h) of this Sub-Clause:
“For the purposes of this Contract, corrupt and fraudulent practices have been defined in Public Procurement Rules 2004.”
15.2.3 After Termination
The word “and” at the end of sub-paragraph (ii) of paragraph (b) is deleted the following paragraph is added after sub-paragraph (iii):
“(iv) all Employer-Supplied Materials and/or Employer's Equipment madeavailable to the Contractor in accordance with Sub-Clause 2.6 [Employer-Supplied Materials and Employer's Equipment], and”

15.4 Payment after Termination

The following text is added at the end of this Sub-Clause:
“The Employer shall be entitled to sell any of the Contractor’s Equipment, Temporary Works and unused materials and apply the proceeds of sale towards payment of any debt due from the Contractor to the Employer under this Clause including any outstanding payments to the Subcontractors.

16.2 Termination by Contractor

16.2.1 Notice
The sub-paragraph (j) is deleted in its entirety.
At the end of sub-paragraph (i) “; or” is replaced with “.” and at the end of sub-paragraph (h) “;” is replaced with “; or”.
In sub-paragraph (f) “84 days” are replaced with “180 days” and text “for reasons not attributable to the Contractor” is added at the end.

16.3 Contractor’s Obligations After Termination

Sub-paragraph (c) is deleted and replaced with:
"(c) deliver to the Engineer all Employer-Supplied Materials and/orEmployer's Equipment made available to the Contractor in accordance with Sub-Clause 2.6 [Employer-Supplied Materials and Employer’s Equipment]; and
(d) remove all other Goods from the Site, except as necessary for safety,and leave the Site."

17.1 Responsibility for Care of the Works

After the two instances of “Goods” in the last paragraph, the words “Employer-Supplied Materials and/orEmployer's Equipment” are added.
The following Sub-Clause 17.7 is added after Sub-Clause 17.6:

17.7 Use of Employer’s Accommodation/Facilities

The Contractor shall take full responsibility for the care of the items of the Employer’s facilities and/or accommodation, if any, as detailed in the Specification, from the date of use and/or occupation by the Contractor until the date on which such use and/or occupation is re-vested in the Employer.
If any loss or damage happens to any of the above items during a time while the Contractor is responsible for its care, arising from any cause other than a cause for which the Employer is responsible or liable, the Contractor shall promptly rectify the loss or damage at the Contractor’s risk and cost.

18.1 Exceptional Events

The words “or disorder” are replaced with “disorder or sabotage” in sub-paragraph (c) of the Clause.

18.4 Consequences of an Exceptional Event

The following is added at the end of sub-paragraph (b) after deleting the “.”:
“, including the costs of rectifying or replacing the Works and/or Goods damaged or destroyed by Exceptional Events, to the extent they are not indemnified through the insurance policy referred to in Sub-Clause 19.2 [Insurance to be provided by the Contractor].”

18.5 Optional Termination

In sub-paragraph (c), the words “and necessarily” areadded after the words “was reasonably”.

19.1 General Requirements

Following text is added at the end of first paragraph:
"The Contractor shall immediately after the date of the Letter of Acceptance submit the draft of insurance policies for the Employer's consent."
Following text is added at the end of third paragraph:
"The Contractor shall, within the respective periods stated in the Contract Data submit to the Engineer and the Employer a) evidence that the insurances described in this Clause have been effected, and b) copies of policies of the insurances described in Sub-Clauses 19.2.1, 19.2.4 and 19.2.5."

19.2 Insurance to be provided by the Contractor

19.2.5 Injury to employees
The words "sickness, disease" are deleted in the third line of first paragraph.

The following Sub-Clause is added after Sub-Clause 19.2.6:
19.2.7 Insurance Company
"The Contractor shall be obliged to place all insurances described in this Clause with insurers listed in the Contract Data and rated byPACRA/VISofrating as provided in Table below:

Accepted Contract Amount (In Eq. million PKR)	Minimum Rating of Insurance Companies
Up to 1000	A (+)
1001 to no limit	AA

21.6 Arbitration

The word "international" is deleted in the sixth line of first paragraph. The text of sub-paragraph (a) is substituted with the following:
"the Dispute shall be finally settled under the Rules of Arbitration, specified in the Contract Data;"
The following Clauses are added after Clause 21

22 Custom Duty

[Employer may incorporate provisions where applicable. However, in order to make the bid more balanced, the payment of Customs Duties should be the responsibility of the Employer.]

23 Taxes

The Contractor, Subcontractors and their employees shall be liable to pay income tax, withholding tax, super tax and other taxes on income arising out of the Contract. The rates and prices as stated in the contract shall be deemed to cover all such taxes.

24 Integrity Part

If it is found and established at any stage that the Contractor or any of his Subcontractors, agents or servants have violated or involved in violation of the Integrity Pact signed by the Contractor then the Employer shall be entitled to :
(a) recover from the Contractor an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Contractor or any of his Subcontractors, agent or servants;
(b) terminate the Contract; and
(c) recover from the Contractor any loss or damage to the Employer as a result of such termination or of any other corrupt business practices of the Contractor or any of his Subcontractors, agent or servants.
The termination under sub-paragraph(b) of this Sub-Clause shall proceed in the manner prescribed under Sub-Clause 15.1 to 15.4 and the payment under Sub-Clause 15.4 shall be made after having deducted the amounts due to the Employer under sub-paragraph(a) and (c) of this Sub-Clause.

12 Disputes Under DAAB Agreement

In the first paragraph, third, fourth and fifth line, the text “under the Rules of Arbitration of the International Chamber of Commerce 2017……shall apply” is substituted with “under the Arbitration Act 1940 by sole arbitrator appointed by the Managing Director Public Procurement Regulatory Authority or Chairman Pakistan Engineering Council.”

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Bid Securing Declaration

FORM OF BID SECURING DECLARATION

Date:
No.:
Alternative No.: ***P172686***

To: **Sector Development E&M Dev. (FMP) (Capital Development Aurhority (CDA)), Deputy Director Room No.002, Pak China Friendship Center, 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:

(a) have withdrawn our Bid during the period of Bid validity specified in the Letter of Bid; or
(b) having been notified of the acceptance of our Bid by the Procuring agency/Employer during the period of Bid validity, (i) fail or refuse to sign the Contract; or (ii) fail or refuse to furnish the Performance Security (or guarantee), if required, in accordance with the ITB.

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 days after the expiration of our Bid.

Name of the Bidder*
Name of the person duly authorized to sign the Bid on behalf of the Bidder** _____
Title of the person signing the Bid _____
Signature of the person named above _____
Date signed _____ day of _____, _____
*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder
**: Person signing the Bid shall have the power of attorney given by the Bidder attached to the Bid

[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all members to the Joint Venture that submits the Bid.]

Contract Form

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the _____ day of _____ (month) 20_____ between **Sector Development E&M Dev. (FMP) (Capital Development Aurhority (CDA)), Deputy Director Room No.002, Pak China Friendship Center, Islamabad Capital Territory** (hereinafter called the "Employer") of the one part and _____ (hereinafter called the "Contractor") of the other part.

WHEREAS the Employer is desirous that certain Works, viz., **REPAIR / MAINTENANCE OF ESCALATORS AT PAK CHINA FRIENDSHIP CENTER BUILDING, ISLAMABAD (*P172686*)** should be executed by the Contractor and has accepted a Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW this Agreement witnessed as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents, in the order of priority, after incorporating addenda, if any, except those parts relating to Instructions to Bidders shall be deemed to form and be read and construed as part of this Agreement:

a) This Contract Agreement;
b) The Letter of Acceptance;
c) The Letter of Bid;
d) The Particular Conditions Part A - Contract Data;
e) The Particular Conditions Part B - SpecialProvisions;
f) The General Conditions;
g) The Specifications Part A - SpecificProvisions;
h) The Specifications Part B- Technical Provisions;
i) The Drawings;
j) The Completed Schedules to Bid including Schedule of Prices;
k) the JV Undertaking (if the Contractor is a JV); and
l) [Employer to insert any other documents forming part of the Contract]

The addenda/corrigenda,if any, (Excluding part relating to Instructions to Bidders alongwith Bidding Data) shall be deemed to have been incorporated at the appropriate places in the "Documents forming the Contract".

3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy defects therein in conformity and in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Signature of the Contactor Signature of Employer

(Seal) (Seal)

Signed, Sealed and Delivered in the presence of:

Witness Witness

(Name, Title and Address) (Name, Title and Address)

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

DAAB Agreement

[All italicised text and any text within square brackets (except sub-clause headings) in this form of agreement is for use in preparing the form and should be deleted from the final product].

Name and details of the Contract REPAIR / MAINTENANCE OF ESCALATORS AT PAK CHINA FRIENDSHIP CENTER BUILDING, ISLAMABAD

_____

This Agreement made the _____day of _____ [month], _____ [year], between

Name and contact details of the Employer **Sector Development E&M Dev. (FMP) (Capital Development Aurhority (CDA)), Deputy Director**
Room No.002, Pak China Friendship Center, Islamabad Capital Territory
+92-333-504-3111
sectordevelopmentfmp@gmail.com

Name and contact details of the Contractor _____ (name)
_____ (address)
_____ (telephone)
_____(email / other contact details);

Name and contact details of the DAAB Member _____ (name)
_____ (address)
_____ (telephone)
_____(email / other contact details);

("DAAB Agreement")

Whereas:
A. the Employer and the Contractor have entered (or intend to enter) into the Contract;
B. under the Contract, the "DAAB" or "Dispute Avoidance/Adjudication Board" means the sole member or three members (as stated in the Contract Data of the Contract) so named in the Contract, or appointed under Sub-Clause 21.1 [Constitution of the DAAB] or Sub-Clause 21.2 [Failure to Appoint DAAB Members] of the Conditions of Contract;
C. the Employer and the Contractor desire jointly to appoint the above-named DAAB Member to act on the DAAB as:
a. the sole member of the DAAB, and where this is the case, all references to the "Other Members" do not apply; or
b. one of three members / chairman [delete the one which is not applicable] of the DAAB and, where this is the case, the other two persons are:

_____ (name) _____ (name)
_____ (address) _____ (address)
_____(telephone) _____(telephone)
_____(email/ other contact details) _____ (email/other contact details)

the "**Other Members**"; and
D. the DAAB Member accepts this appointment.

The Employer, Contractor and DAAB Member jointly agree as follows:

1. The conditions of this DAAB Agreement comprise:
(a) Clause 21 [Disputes and Arbitration] of the Conditions of Contract, and any other provisions of the Contract that are applicable to the DAAB's Activities; and
(b) the "General Conditions of Dispute Avoidance/Adjudication Agreement", which is appended to the General Conditions of the "Conditions of Contract for Construction" Second Edition 2017 published by FIDIC ("GCs"), as amended and/or added to by the following provisions.
2. [Details of amendments to the GCs, if any. For example:
In the procedural rules annexed to the GCs, Rule _ is deleted and replaced by: " … "]
3. The DAAB Member shall be paid in accordance with Clause 9 of the GCs. The currency of payment shall be _____.
In respect of Sub-Clauses 9.1 and 9.2 of the GCs, the amounts of the DAAB Member's monthly fee and daily fee shall be:
monthly fee_____ per month, and
daily fee of_____ per day
(or as otherwise set under Sub-Clause 9.3 of the GCs).
4. In consideration of the above fees, and other payments to be made to the DAAB Member in accordance with the GCs, the DAAB Member undertakes to act as DAAB Member in accordance with the terms of this DAAB Agreement.
5. The Employer and the Contractor shall be jointly and severally liable for the DAAB Member's fees and other payments to be made to the DAAB Member in accordance with the GCs.
6. This DAAB Agreement shall be governed by the law of _____ (if not stated, the law that governs the Contract under Sub-Clause 1.4 of the Conditions of Contract).

SIGNED by:_____	SIGNED by:_____	SIGNED by:_____
Print name:_____	Print name:_____	DAAB Member
Title: _____	Title:_____	Title:_____
for and on behalf of the Employer	for and on behalf of the Contractor	
in the presence of	in the presence of	in the presence of
Witness:_____	Witness:_____	Witness:_____
Name:_____	Name:_____	Name:_____
Address:_____	Address:_____	Address:_____
_____	_____	_____
Date:_____	Date:_____	Date:_____

FORM OF MOBILIZATION ADVANCE GUARANTEE/ BOND

Guarantee No._____ Date _____

WHEREAS _____ (hereinafter called the 'Employer')
has entered into a Contract for _____
(Particulars of Contract)
with _____ (hereinafter called the "Contractor').
AND WHEREAS, the Employer has agreed to advance to the Contractor, at the Contractor's request, an amount of Pak Rupees _____ (PKR _____) which amount shall be advanced to the Contractor as per provisions of the Contract.
AND WHEREAS, the Employer has asked the Contractor to furnish Guarantee to secure the mobilization advance for the performance of his obligations under the said Contract.
AND WHEREAS, _____

(hereinafter called the "Guarantor") at the request of the Contractor and in consideration of theEmployer agreeing to make the above advance to the Contractor, has agreed to furnish the said Guarantee.
NOW, THEREFORE, the Guarantor hereby guarantees that the Contractor shall use the advance for the purpose of above mentioned Contract and if he fails and commits default in fulfilment of any of his obligations for which the advance payment is made, the Guarantor shall be liable to the Employer for payment not exceeding the aforementioned amount.
Notice in writing of any default,on the part of the Contractor, of which the Employer at his discretion of making decision, shall be given by the Employer to the Guarantor, and on such first written demand, payment shall be made by the Guarantor of all sums then due under this Guarantee without any reference to the Contractor and without any objection.
This Guarantee shall remain in force until the advance is fully adjusted against payments from the Interim Payment Certificates of the Contractor or until _____whichever is earlier.
(Date)
The Guarantor's liability under this Guarantee shall not in any case exceed the sum of
PKR _____ (PakRupees _____).
This Guarantee shall remain valid up to the aforesaid date and shall be null and void after the aforesaid date or earlier if the advance made to the Contractor is fully adjusted against paymentsfrom Interim Payment Certificates of the Contractor provided that the Guarantor

agrees that the aforesaid period of validity shall be deemed to be extended if on the above mentioned date the advance payment is not fully adjusted.

Guarantor
(Scheduled Bank/ Insurance Company)

Signature _____
Name _____
Title _____

WITNESS:

1. _____

_____

Corporate Secretary (Seal) Corporate Guarantor (Seal)

2. _____

_____

Name, Title & Address

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Retention Money Security
Demand Guarantee

_____ [Guarantor letterhead or SWIFT identifier code]
Beneficiary: _____ [Insert name and Address of Employer]
Date: _____[Insert date of issue]
RETENTION MONEY GUARANTEE No.: [Insert guarantee reference number]
Guarantor: [Insert name and address of place of issue, unless indicated in the letterhead]

We have been informed that _____ [insert name of Contractor, which in the case of a joint venture shall be the name of the joint venture] (hereinafter called "the Contractor") has entered into Contract No. _____ [insert reference number of the contract] dated _____ with the Employer, for the execution of _____ [insert name of contract and brief description of Works] (hereinafter called "the Contract").
Furthermore, we understand that, according to the conditions of the Contract, the Employer retains moneys up to the limit set forth in the Contract ("the Retention Money"), and that when the Taking-Over Certificate has been issued under the Contract and the first half of the Retention Money has been certified for payment, payment of [insert the second half of the Retention Money orifthe amount guaranteed under the Performance Guarantee when the Taking-Over Certificate is issued is less than half of the Retention Money, the difference between half of the Retention Money and the amount guaranteed under the Performance Security and, if required, the ES Performance Security] is to be made against a Retention Money guarantee.
At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ [insert amount in figures] () [amount in words] upon receipt by us of the Employer's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without your needing to prove or show grounds for your demand or the sum specified therein.
A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Employer's bank stating that the second half of the Retention Money as referred to above has been credited to the contractor on its account number _____ at _____ [insert name and address of Contractor's bank].
This guarantee shall expire no later than the …. day of ……, 2…, and any demand for payment under it must be received by us at the office indicated above on or before that date.

_____
[signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

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.

Name of Employer: …… Name of Bidder/Contractor: ……
Signature: …… Signature: …….
[Seal] [Seal]

Performance Guarantee Form

FORM OF PERFORMANCE SECURITY

Guarantee No._____
Executed on _____
Expiry date _____

Name of Guarantor with address: _____

Name of Principal (Contractor) with address:_____

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

Letter of Acceptance No. _____Dated _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bidding Documents and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Principal we, the Guarantor above named, are held and firmly bound unto the **Sector Development E&M Dev. (FMP) (Capital Development Aurhority (CDA)), Deputy Director Room No.002, Pak China Friendship Center, Islamabad Capital Territory** (hereinafter called the Employer) in the penal sum of the amount stated above for the payment of which sum well and truly to be made to the said Employer, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

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

(Name of Contract) for the **REPAIR / MAINTENANCE OF ESCALATORS AT PAK CHINA FRIENDSHIP CENTER BUILDING, ISLAMABAD** (**P172686**) _____ (Name of Project).

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the Employer, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Clause11, Defects After Taking Over, of Conditions of Contract are fulfilled.

Our total liability under this Guarantee is limited to the sum stated above and it is a condition of any liability attaching to us under this Guarantee that the claim for payment in writing shall be received by us within the validity period of this Guarantee, failing which we shall be discharged of our liability, if any, under this Guarantee.

We, _____ (the Guarantor), waiving all objections and defense under the Contract, do hereby irrevocably and independently guarantee to pay to the Employer without delay upon the Employer's first written demand without cavil or arguments and without requiring the Employer to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated

above, against the Employer's written declaration that the Principal has refused or failed to perform the obligations under the Contract which payment will be effected by the Guarantor to Employer's designated Bank & Account Number.

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

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

Guarantor
(Schedule Bank/ Insurance Company)
Signature: _____
Name: _____
Title: _____

Corporate Guarantor (Seal)

WITNESS:

1.
_____
_____

2.

_____
_____
Name, Title & Address

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Annexure

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

SCHEDULE –A TO BID

Financial Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **SCHEDULE –A TO BID** (page number: 84)

Special Terms and Conditions

Information (Read-Only)

See Form Under Additional Forms and Documents: **Special Terms and Conditions** (page number: 85)

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Procurement Forms

Past Construction Experiences

See Form Under Additional Forms and Documents: **Past Construction Experiences** (page number: 86)

Contractor's Key Personnel Representative and Their Schedules

See Form Under Additional Forms and Documents: **Contractor's Key Personnel Representative and Their Schedules** (page number: 92)

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

PUBLIC PROCUREMENT REGULATORY AUTHORITY
(PPRA)
EPADS

Additional Forms and Documents

Schedule A-to Bid

CAPITAL DEVELOPMENT AUTHORITY
SECTOR (DEV) E&M DIVISION
****

SUBJECT:	**REPAIR / MAINTENANCE OF ESCALATORS AT PAK CHINA FRIENDSHIP CENTER BUILDING, ISLAMABAD.**			
ABSTRACT OF COST				
TOTAL ESTIMATED / NIT COST			**RS.**	**1,600,000-00**
Percentage		Above / Below	RS.	
TOTAL ESTIMATED / NIT COST			**RS.**	**1,600,000-00**
TOTAL BID COST			**RS.**	
Note: The contractor is required to give percentage in **figure & words** separately to put tender.				
Signature / Seal of Contractor / Bidder				
Name of Firm/Contractor				
Address of Firm/Contract				
Earnest Money/Call Deposit Amount				
Call Deposit No. & Date				
Name of Bank				

CAPITAL DEVELOPMENT AUTHORITY
(E&M) Division - PCFC
****

SPECIAL TERMS AND CONDITIONS

1. The contractor should be valid PEC license holder having appropriate category and code and also have capability, expertise and experience in the relevant field.

2. The contractor shall provide authentic original delivery challans and Warranty & Genuineness certificates issued by authorized distributor / dealer of the manufacturer.

3. The contractor will carried out necessary testing, commissioning in order to ensure proper operation.

4. The contractor will be responsible for disposal of surplus material and cleanliness of the area of building.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

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: _____	

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

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:				

PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

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	

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

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:	

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

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]

Contractor's Representative and Key Personnel Schedule

Bidders should provide the names and details of the suitably qualified Contractor's Representative and Key Personnel to perform the Contract. The data on their experience should be supplied using the Form PER-2 below for each candidate.

Contractor' Representative and Key Personnel

1.	**Title of position:**	
	Name of candidate:	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]
	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]
	Expected time schedule for this position:	[*insert the expected time schedule for this position (e.g. attach high level Gantt chart*]
2.	**Title of position:**	
	Name of candidate:	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]
	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]
	Expected time schedule for this position:	[*insert the expected time schedule for this position (e.g. attach high level Gantt chart*]
3.	**Title of position:**	
	Name of candidate:	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]
	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]
	Expected time schedule for this position:	[*insert the expected time schedule for this position (e.g. attach high level Gantt chart*]
4.	**Title of position:**	
	Name of candidate:	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]

	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]
	Expected time schedule for this position:	[*insert the expected time schedule for this position (e.g. attach high level Gantt chart*]
5.	**Title of position:**	
	Name of candidate	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]
	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]
	Expected time schedule for this position:	[*insert the expected time schedule for this position (e.g. attach high level Gantt chart*]
6.	**Title of position:** *[insert title]*	
	Name of candidate	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]
	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]
	Expected time schedule for this position:	[*insert the expected time schedule for this position (e.g. attach high level Gantt chart*]

Form PER-2:
Resume and Declaration
Contractor's Representative and Key Personnel

Name of Bidder

Position [#*1*]: [*title of position from Form PER-1*]		
Personnel information	**Name:**	**Date of birth:**
	Address:	**E-mail:**
	Professional qualifications:	
	Academic qualifications:	
	Language proficiency:*[language and levels of speaking, reading and writing skills]*	
details		
	Address of Employer:	
	Telephone:	**Contact (manager / personnel officer):**
	Fax:	
	Job title:	**Years with present Employer:**

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

Project	**Role**	**Duration of involvement**	**Relevant experience**
[main project details]	*[role and responsibilities on the project]*	*[time in role]*	*[describe the experience relevant to this position]*

Declaration

I, the undersigned *[insert either "Contractor's Representative" or "Key Personnel" as applicable]* , certify that to the best of my knowledge and belief, the information contained in this Form PER-2 correctly describes myself, my qualifications and my experience.

I confirm that I am available as certified in the following table and throughout the expected time schedule for this position as provided in the Bid:

Commitment	**Details**
Commitment to duration of contract:	*[insert period (start and end dates) for which this Contractor's Representative orKey Personnel is available to work on this contract]*
Time commitment:	*[insert period (start and end dates) for which this Contractor's Representative orKey Personnel is available to work on this contract]*

I understand that any misrepresentation or omission in this Form may:

(a) be taken into consideration during Bid evaluation;

(b) result in my disqualification from participating in the Bid;

(c) result in my dismissal from the contract.

Name of Contractor's Representative or **Key Personnel: [*insert name*]**

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Bidder:

Signature: _____

Date: (day/month/year): _____