Standard Bidding Document

RENOVATION & REFURBISHMENT WORKS OF NBP KATLANG BRANCH (0884) RO MARDAN
(Works)

National

Single Stage-One Envelope

November 13, 2026

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REQUEST FOR BIDS

PROCUREMENT OF CIVIL WORKS

1. The **National Bank of Pakistan (Engineering Wing North Islamabad)** has reserved Funds for the procurement planned for FY **2026-27**. The **National Bank of Pakistan (Engineering Wing North Islamabad)** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the "**RENOVATION & REFURBISHMENT WORKS OF NBP KATLANG BRANCH (0884) RO MARDAN**" with the reference of "**P193731**".

2. The **National Bank of Pakistan (Engineering Wing North Islamabad)** invites sealed Bids from eligible Bidders for procurement of Works **(RENOVATION & REFURBISHMENT WORKS OF NBP KATLANG BRANCH (0884) RO MARDAN)** described in the bidding documents on **EPADS v2.0**.

3. **Single Stage-One Envelope** will be used by adopting **Least Cost Based Selection (LCBS)** Technique for the subject procurement, in line with the Public Procurement Rules, 2026 and any Regulations, Regulatory Guides, Procurement Guidelines or Instructions issued by the Authority from time to time.

4. All Bids must be accompanied by a Bid Security amount described in Bid Security Section in Bidding Document in the form of **Pay Order, Banker's Cheque, Call at Deposit, Bank Guarantee, Demand Draft**. Or all bids must be accompanied by bid securing declaration in the format specified in the Bidding documents

5. E-Bidding documents, containing detailed terms & conditions, specifications and requirements etc. are available on **e-Pak Acquisition and Disposal System (EPADS)** at **https://epads.gov.pk/opportunities/federal/procurements/193731** 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 **Thursday, December 3, 2026 11:00 AM**. E-bids will be opened by using **EPADS v2.0**

on the same day at **Thursday, December 3, 2026 11:30 AM**. Manual submission of Bids shall not be entertained. Those vendor who have not yet registered on the new version of **EPADS v2.0**, may register themselves on **https://vendors.epads.gov.pk/**. A tutorial to explain the registeration process is available at **https://www.youtube.com/watch?v=MNW6T38v7tc.**

In terms of Rules 65 of Public Procurement Rules, 2026 Grievance Redressal Committee (GRC) is notified for the subject procurement and notification copy is available on the procuring agency's website and on Authority's website at (**www.ppra.org.pk**).

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Instructions to Bidders

A. INTRODUCTION

1. **Scope of Bid**

1.1. The Procuring agency/Employer (PA), as indicated in the Bid Data Sheet (BDS) invites Bids for the execution of Works as specified in the BDS and Section VI- 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, shall indicate the part of proposed contract to be performed by each party and each party shall be evaluated (or post qualified if required) with respect to its contribution only, and the responsibilities of each party shall not be substantially altered without prior written approval of the Procuring Agency and in line with any instructions issued by the Authority.

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

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

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

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

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

3.3.2. have controlling shareholders in common; or

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

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

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

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

3.4. A Bidder may be ineligible if –

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

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

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

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

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

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

4. **Eligible Material and Equipment**

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

B. BIDDING DOCUMENTS

5. **Contents of Bidding Documents**

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

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

Section I Instructions to Bidders (ITBs)

Section II Bid Data Sheet (BDS)

Section III Eligible Countries

Section VI Evaluation and Qualification Criteria

Section V Works Requirements Technical Specifications & Schedule of Requirements

Section VI Standard Bidding Forms

Section VII General Conditions of Contract (GCC)

Section VIII Particular Conditions of Contract (PCC)

Section IX Contract Forms

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

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

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

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

6.3. Should the Procuring Agency deem it necessary to amend the BIDDING document as a result of a clarification, it shall do so following the procedure under ITB 7.

6.4. If indicated in the BDS, the bidder's designated representative is invited at the bidder's cost to attend a pre-bid meeting at the place, date and time mentioned in the BDS. During this pre-bid meeting, prospective bidders may request clarification of the schedule of requirement, the evaluation criteria or any other aspects of the bidding documents.

6.5. Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by bidders, including those during the meeting (without

identifying the source) and the responses given, together with any responses prepared after the meeting will be uploaded on EPADS. Any modification to the bidding documents that may become necessary as a result of the pre-bid meeting shall be made by the Procuring agency/Employer exclusively through the use of an Addendum pursuant to ITB 7. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

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

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

7. **Amendment of Bidding Documents**

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

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

Provided that the Procuring agency/Employer shall extend the deadline for submission of bid in pursuance of Rule 27 of the Public Procurement Rules 2004, i.e. Extension of time for submission of bids, if such an addendum is issued within last three (03) days of the bid submission deadline.

C. PREPARATION OF BIDS

8. **Language of Bid**

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

9. **Documents Constituting the Bids**

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

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

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

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

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

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

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

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

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

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

10.1.8. Any other document required in the BDS.

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

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

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

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

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

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

10.5. The required documents and other accompanying documents must be in English. In case any other language than English is used the pertinent

translation into English shall be attached to the original version.

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

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

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

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

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

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

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

12. **Forms of Bid**

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

13. **Bid Prices**

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

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

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

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

13.3.2. where there is provision for alternate proposals and the respective items are not listed in the other bids,

The Procuring agency/Employer may fix the price of missing items in accordance with market survey, and the same shall be considered as final price.

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

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

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

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

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

14. **Currencies of Bid and Payment**

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

15. **Documents Comprising the Technical Proposal**

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

16. **Bid Validity Period**

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

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

accordance with Rule 26 of the Public Procurement Rules, 2004.

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

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

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

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

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

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

17.2.2. A cashier’s or certified cheque; or

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

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

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

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

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

17.6.1. The expiry of the Bid Security;

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

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

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

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

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

17.8.1. if a Bidder:

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

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

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

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

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

18. **Withdrawal of Bids**

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

19. **Format and Signing of Bid**

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

D. SUBMISSION OF BIDS

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

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

21. **Deadline for Submission of Bids**

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

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

22. **Substitution and Modification of bids**

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

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

E. OPENING AND EVALUATION OF BIDS

23. **Opening of Bids**

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

24. **Confidentiality**

24.1. Information relating to the examination, clarification, evaluation and comparison of bids and recommendation of contract award shall not be disclosed to bidders or any other persons not officially concerned with such

process until the time of the announcement of the respective evaluation report.

25. **Clarification of Bids**

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

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

25.2.1. evaluation & qualification criteria;

25.2.2. required scope of work;

25.2.3. contract price;

25.2.4. all securities requirements;

25.2.5. tax requirements;

25.2.6. terms and conditions of bidding documents.

25.2.7. change in the ranking of the bidder

26. **Preliminary Examination of Bids**

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

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

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

26.1.3. has been properly signed;

26.1.4. is accompanied by the required securities; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

27.1. The Procuring agency/Employer shall examine the bid to confirm that all terms and conditions specified in the **GCC** and the **PCC** have been accepted by the bidder without any material deviation or reservation.
For this purpose:
“Deviation” means departure from the requirements specified in the Bidding

Document.

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

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

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

28. **Correction of Arithmetic Errors**

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

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

28.1.2. if there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail, and the total shall be corrected; and

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

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

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

29. **Conversion to Single Currency**

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

30. **Evaluation of Bids**

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

30.2. In evaluating the Technical Proposal of each Bid, the Procuring agency/Employer shall use the criteria and methodologies listed in the BDS and in terms of works requirement. No other evaluation criteria or methodologies shall be permitted.

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

30.3.1. the bid price, excluding provisional sums and the provision, if any, for contingencies in the summary bill of quantities, but including day work items, where priced competitively;

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

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

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

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

Explanation:

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

31. **Domestic Preference**

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

32. **Determination of Successful Bid**

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

33. **Qualification of Bidder**

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

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

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

34. **Sub-Contractors**

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

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

35. **Abnormally Low Financial Bid**

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

Guidance for Procuring agency/Employer:

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

35.1.1. Comparing the bid price with the cost estimate;

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

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

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

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

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

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

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

F. AWARD OF CONTRACT

36. **Criteria of Award**

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

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

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

36.1.3. Successful negotiations have been concluded, if any.

37. **Negotiations**

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

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

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

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

37.1.4. finalizing payment arrangements;

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

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

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

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

39. **Notification of Award**

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

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

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

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

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

40. **Signing of Contract**

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

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

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

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

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

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

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

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

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

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

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

42. **Advance Payment**

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

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

43. **General Performance of the Bidders**

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

44. **Corrupt & Fraudulent Practices**

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

G. GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM

45. **Grievance Redressal**

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

H. MECHANISM OF BLACKLISTING

46. **Mechanism of Blacklisting**

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

Bid Data Sheet

Bids Data Sheet (BDS)

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

BDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders
A. Introduction		
1	1.1	Name of Procuring Agency:**National Bank of Pakistan (Engineering Wing North Islamabad)** The subject of procurement is:**RENOVATION & REFURBISHMENT WORKS OF NBP KATLANG BRANCH (0884) RO MARDAN** Expected commencement date: **Wednesday, December 30, 2026**
2.	2.1	Financial year for the operations of the Procuring Agency:**2026-27** Name and identification number of the Contract: **P193731**
3.	3.1	JV/Consortium or AssociationAllowed: **No** Number of JV/Consortium Members: **Nil**
B. Bidding Documents		

4.	**6.2 & 6.4**	The Bidders may seek clarifications through **EPADS v2.0**: Clarification Date: Monday, November 30, 2026
5.	**7.2**	Any addendum, in case issued, shall be published on **National Bank of Pakistan (Engineering Wing North Islamabad)** website and on **EPADS v2.0**.
C. Preparation of Bids		
6.	**8.1**	List of documents required along with the bid: 1. The bidder should have completed at least three similar projects of Banks/ Financial Institutes or National/Multinational Companies, costing not less than Rs. 1.0 Million during last three (03) years.
7.	**9.1**	The qualification criteria to establish the supply / production capability of the bidder. *see Eligibility Criteria*
8.	**11.2**	**Works and Their relateddocuments:** *See section Required Scope of Work*
9.	**11.1**	Price schedule will be provided according to the format defined and acquired. *see section price schedule.*
10.	**11.4**	**Specifications:** *see section of specifications.*

11.	**11.5 & 13.5**	The price shall be **Fixed**. The bid price shall be adjusted in accordance with Appendix provided – Formula for Price Adjustment.
12.	**14.1**	Currency of the Bids shall be : **PKR**
13.	**16.1**	The Bids/Bid Validity period shall be: **359 Days**
14.	**17.1**	The amount of Bid Security shall be as defined in Bid Security Section for items and lots given in **BDS 6**
15.	**17.2**	The Bid Security shall be in the form of: **Pay Order, Banker's Cheque, Call at Deposit, Bank Guarantee, Demand Draft**
16.	**15.1**	Alternative Bids to the requirements of the bidding documents willnot be permitted.
D. Submission of Bids		
17.	**18.1 & 21.1**	Bid shall be submitted online on EPADS v2.0 whereas hard copy of the bid security should be submitted to the following; **LCMG, 2nd Floor, NBP G-5/1 Building, Islamabad** Bids that are not submitted on EPADS v2.0 shall be disqualified. The deadline for Bids submission is: **Thursday, December 3, 2026 11:00 AM**

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

Eligibility Criteria

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

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

Eligibility Criteria	Document
a) The bidder should have an active status on FBR Active Taxpayer List and with Provincial Revenue Board.	Yes
b) The bidder should have an active status on Khyber Pakhtunkhwa Revenue Authority (Provincial Revenue Board).	Yes
c) The bidder should have a valid registration in Pakistan Engineering Council in financial category C-6 or above with Specialization Code CE-10 & EE-04 on bidding date	Yes
d) Undertaking/Affidavit that bidder should not have been blacklisted and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of bid securing declaration by any Organization / Department / Institution	Yes

Evaluation Criteria

Least Cost Based Selection (LCBS)

Jobs/Lots

Jobs Without Lots :

Job	Delivery Schedule	Quantity	Bid Security
RENOVATION & REFURBISHMENT WORKS OF NBP KATLANG BRANCH (0884) RO MARDAN	Address: NBP KATLANG BRANCH (0884) RO MARDAN Schedule: 45Days Quantity: 1/job	1/job	60000 PKR

Related Services :

No

Work Specifications and Market Rates

Jobs Without Lots :

Job: RENOVATION & REFURBISHMENT WORKS OF NBP KATLANG BRANCH (0884) RO MARDAN

Specifications / Requirements:

Sr. No	S.NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1	1	DISMANTLING WORKS (where required)				

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Sr. No	S.NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
2		Dismantling and removing of existing masonry walls, False ceiling, Flooring, Doors, Windows, Grills, Ventilators, Glass Work, Electrical, Plumbing fitting/fixtures, Debries despose off from premises, Iron and Wooden Items handed over to Bank Authority and any other material etc. Complete in all respect with direction of Engineer Incharge.	job	1	10000	10000
3	2	WPC WALL PANELLING				

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Sr. No	S.NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
4		Providing & Fixing of 5mm grove WPC fluted panelling in ,dimension 9.5 feet x 6 inch wide approved quality designed & color complete in all respects as per instruction of Engineer incharge.	Sft	350	450	157500
5	3	INTERNAL PAINT WORKS				

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Sr. No	S.NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
6		Providing and applying Paint on internal/ External walls of ICI or Berger including rubbing with sand stone, filling the uneven surfaces with putty, rubbing with sand paper and preparation of surface perfect in all respects, applying one coat of primer on prepared surface of plastered and finish paint coats as indicated in sub items, complete in all respects as per drawings.				
7		Plastic Emulsion Paint ash white (on Internal walls)	Sft	1000	48	48000

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Sr. No	S.NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
8		Weather shield paint on external walls (approved by the Engineer)	Sft	800	48	38400
9	4	P.C.C FLOORING				
10		Providing and laying of PCC 1:2:4 under floor using one part ordinary portland cement, four parts of best quality sand and eight parts of crush stone including leveling, compacting, curing and surface finishing a srequired, complete in all respects as per drawing, specifications and as directed by the Consultant / Engineer.				

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Sr. No	S.NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
11		50mm Thick (Rough Finish)	Sft	1000	75	75000
12	5	PORCELAIN TILES				
13		Providing and laying floors of Porcelain tiles 1200mm X 600mm (grit white) 11mm thick of Roka ceram tile imported made (Chaina or equavilent including base mortar 1-1/2" thick c.c and matching colour, cement slurry for fixing of tiles, complete in all respects as per drawings, specifications and as directed by the Engineer.	Sft	1000	630	630000
14	6	CASH COUNTER				

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Sr. No	S.NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
15		Teller Counter made of MDF lassani sheet best quality imported. Working top made of MDF Sheet thickness 1-1/2" standard pressed pasted with approved laminated Tactile sheet # 4024 made by Al-Noor or equivalent, front and customer top made of corian approved shade and design, customer top having stainless steel tray/ corian approved shade. Including 12mm clear glass with stainless steel clips suppoted in 2" thick vertical post laminated with imported stainless steel laminated sheet approved designe and shade . wooden haging beem with wooden strips in top	Rft	8	34200	273600

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Sr. No	S.NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
16	7	WOODEN DRAWER				
17		Providing wooden drawer unit with white formica (size 18"X 17" X 22") having 3 drawers and imported handle running on imported rail with central locking arrangement etc complete as per entire satisfication of Engineer Incharge.	No.	2	10800	21600
18	8	ROLLER BLINDS				

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Sr. No	S.NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
19		Providing and fixing imported sunthetic fibre roller Blinds according to the instructions of the manufacturer, complete in all respects as per drawing, specifications and as directed by the Consultant / Engineer.	Sft	150	260	39000
20	9	KITCHEN CABINETS				

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Sr. No	S.NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
21		P/fixing of wooden filling cabinets low and full height at any height made with 17mm Tuctille Al-noor laminated Sheet No.4024 with edging made of laminated 4024 ShadeTape properly fixed and Internal carcass in 16mm thick lamination chipboard # 7056 , includindg approved handles, hings, locks and shelf approved drawing and design. Complete in all respect(Size upto 2.5'x6' approx.)	No.	2	15300	30600
22	10	Wooden CABINETS				

PUBLIC PROCUREMENT REGULATORY AUTHORITY PPRA EPADS

Sr. No	S.NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
23		P/fixing of wooden filling cabinets low and full height at any height made with 17mm Tuctille Al-noor laminated Sheet No.4024 with edging made of laminated 4024 ShadeTape properly fixed and Internal carcass in 16mm thick lamination chipboard # 7056 , includindg approved handles, hings, locks and shelf approved drawing and design. Complete in all respect. (Size upto 4'x8' approx.)	No.	6	32640	195840
24		ELECTRICAL WORKS				
25		FITTINGS, FIXTURES & ACCESSORIES				

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Sr. No	S.NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
26		Supply, Installation, testing and commissioning of following fittings/fixtures as per specified brand/make given in Annexure "A" recessed in or on wall / ceiling / column etc. complete in all respects, duly approved by Engineer Incharge prior to installaion.				
27		LIGHTS				
28		(The temperature / Colour Index to be got confirmed from Site Engineer before installation)				

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Sr. No	S.NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
29	(a)	Ceiling mounted LED Panel Light - 48W - 610 x 610 mm (Warm White/Warm/DayLight) recessed in False Ceiling	Nos.	12	9200	110400
30	(e)	Ceiling mounted LED Down Light - 10/12W - 15 mm dia (Warm White/Warm/DayLight) recessed in false Ceiling	Nos.	60	950	57000
31		RE-Dressing DB along with the below items execution complete in all aspects.				
32	i)	7a MCB complete in all aspects	Nos.	12	2000	24000
33	ii)	Copper Bars for earthing inside DB	Job	1	4000	4000
34	iii)	Copper Bars for separate neutral	Job	1	4000	4000

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Sr. No	S.NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
35	iv)	Complete branch earthing connections from inside DBs and utilize with copper bars where required inside the branch LV,ELV,SPD etc connected from DBs	Job	1	25000	25000
36	v)	Maintaining Voltage drops	Job	1	5000	5000
37	vi)	RE-Networkig where required inside the branch	Job	1	15000	15000
38	vii)	SPD(Type 1+2) inside DB	Qty	1	13000	13000
39		BRANCH EARTHING				

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Sr. No	S.NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
40		P/M Earth system with 10’ long ¾” dia copper bar as required complete with connections with 2 x 10 mm sq. bare flexible copper conductor or 2 x 8 SWG solid copper conductor in 1”dia PVC conduit (holes at every 1") upto permanent water table /dampness , terminated on ECPs, with suitable watering arrangement complete as per site requirement OR By equivalent method i.e by excavation of dig of appropriate size, with copper plate (1-1/2’ x 1-1/2’ x 1/4”), earth material (salt, coal 15 Kg each & nitric acid 4 liter), appropriate size PVC conduit with tee etc	Job	1	40000	40000

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Sr. No	S.NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
41		FANS				
42	(a)	False Ceiling Fan 14/16 " sweep, Size(2'X2')	Nos.	10	10500	105000
					GRAND TOTAL:	Rs1,921,940.00

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Scope of Work

RENOVATION & REFURBISHMENT WORKS OF NBP KATLANG BRANCH (0884) RO MARDAN

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Price Schedule

For Individual Jobs

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

For Lots

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

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General Conditions of Contract

A. General

1. **Definitions**

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

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

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

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

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

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

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

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

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

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

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

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

1.1.12. “Government” means the Government of Pakistan;

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

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

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

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

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

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

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

2. **Applicable Law**

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

3. **Language**

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

4. **Notices**

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

5. **Location**

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

5.2. A {DOCUMENTS}

6. **Authorized Representatives / Authority of Member in charge**

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

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

7. **Effectiveness of Contract**

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

8. **Commencement of Services**

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

9. **Program schedule**

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

10. **Starting Date/Expiration Date**

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

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

11. **Entire Agreement**

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

12. **Modification**

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

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

13. **Force Majeure**

13.1. **Definition**

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

13.2. **No Breach of Contract**

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative

measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

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

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

14. **Termination**

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

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

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

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

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

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

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

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

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

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

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

C. Obligations of the Contractor

15. **General**

15.1. **Standard of Performance**

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

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

15.2. **Law Applicable to Services**

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

16. **Conflict of Interests**

16.1. **Contractor Not to Benefit from Commissions and Discounts**

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

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

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

16.3. **Prohibition of Conflicting Activities**
Neither the Bidder nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

16.3.1. during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;

16.3.2. during the term of this Contract, neither the Contractor nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;

16.3.3. after the termination of this Contract, such other activities as may be specified in the **SCC.**

17. **Insurance to be Taken Out by the Contractor**

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

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

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

18.1.1. appointing such members of the Personnel not provided by the Contractor;

18.1.2. changing the Program of activities; and

18.1.3. any other action that may be specified in the **SCC.**

19. **Reporting Obligations**

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

20. **Liquidated Damages**

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

20.2. **Correction for Over-payment**
If the Intended Completion Date is extended after liquidated damages have been paid, the Procuring Agency shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The

Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in **SCC.**

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

21. **Performance Guarantee**

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

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

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

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

22. **Sustainable Procurement**

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

D. Contractor's Personnel

23. **Description of Personnel**

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

24. **Removal and / or Replacement of Personnel**

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

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

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

E. Obligations of the Procuring Agency

25. **Change in the Applicable Law**

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

26. **Services and Facilities**

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

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

F. Payments to the Contractor

27. **Contract Price**

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

28. **Terms and Conditions of Payment**

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

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

29. **Quality Control Identifying Defects**

29.1. The principle and modalities of Inspection of the Services by the Procuring Agency shall be as indicated in the **SCC.** The Procuring Agency shall check the Contractor’s performance and notify him of any Defects that are

found. Such checking shall not affect the Contractor's responsibilities. The Procuring Agency may instruct the Contractor to search for a Defect and to uncover and test any service that the Procuring Agency considers may have a Defect. Defect Liability Period is as defined in the **SCC**.

29.2. A {INSPECTION}

30. **Correction of Defects, and Lack of Performance Penalty**

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

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

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

31. **Settlement of Disputes Amicable Settlement**

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

32. **Dispute Settlement**

32.1. **Arbitration**

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

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

Special Conditions of Contract

SECTION VIII. SPECIAL CONDITIONS OF CONTRACT

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

Number of GC Clause

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

Number of GC Clause 1

Definitions

The Procuring Agency is: National Bank of Pakistan (Engineering Wing North Islamabad), Departmental Head Civil LCMG, 2nd Floor, NBP G-5/1 Building, Islamabad

The Supplier is:

The title of the subject procurement is: RENOVATION & REFURBISHMENT WORKS OF NBP KATLANG BRANCH (0884) RO MARDAN

Number of GC Clause 2

Applicable/Governing Law:

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

Number of GC Clause 3

Language:

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

Number of GC Clause 4

Notices:

The addresses for the notices are:

Procuring Agency:

National Bank of Pakistan (Engineering Wing North Islamabad), Departmental Head Civil
LCMG, 2nd Floor, NBP G-5/1 Building, Islamabad
+92-300-000-0000-000
adnan.akbar@nbp.com.pk

Contractor/ Bidder:

[Name, address and telephone number]

The Contractor/ Bidder’s Representative(s)

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

Number of GC Clause 6.1

The Authorized Representatives are:

For the Procuring Agency:

National Bank of Pakistan (Engineering Wing North Islamabad), Departmental Head Civil
LCMG, 2nd Floor, NBP G-5/1 Building, Islamabad
+92-300-000-0000-000
adnan.akbar@nbp.com.pk

For the Bidder:

Name: ……

Designation: ……..

Address: ……..

Number of GC Clause 7

Effectiveness of the contract

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

Number of GC Clause 8

Commencement of Contract:

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

Number of GC Clause 10.2

Expiration of Contract:

The time period shall be ……

Number of GC Clause 14

Termination

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

Number of GC Clause 16

Conflict of Interest:

The Procuring Agency reserves the right to determine on a case-by-case basis whether the Bidder should be disqualified from providing goods or services due to a conflict of a nature described in Clause GCC 17.

Number of GC Clause 20

Liquidated Damages

If the Bidder fails to provide services as required under the contract or in case of any data loss/data breach or any incident compromising the data security or other such failures related to any services, the Bidder shall pay to the Procuring Agency as Liquidated Damages at a rate of **0.01%** to **10.00%** of the Contract value, in accordance with the extent of performance failure & the cost of investigating such incidents as judged by the Authority.

Number of GC Clause 21

Performance Guarantee:

The amount of performance guarantee shall be **0%** of the contract price in acceptable form of **Nil**

Number of GC Clause 27

Currency of Payment:

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

Number of GC Clause 28

Payment terms:

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

Number of GC Clause 29

Identifying Defects:

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

Inspections & Tests Requirements

At Site during execution & final completion

Delivery & Documents

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

Manufacturer’s or Supplier’s Valid Warranty Certificate;

Number of GC Clause 31

Following is the guidance for Dispute Resolution

i. If any dispute of any kind whatsoever shall arise between the Authority and the Bidder in connection with or arising out of the Contract... (full clause unchanged)

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

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

iv. Cost sharing equally...

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

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

Rules of procedure for arbitration proceedings:

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

Place of Arbitration and Award:

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

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Bid Securing Declaration

Form 9: Bid Securing Declaration

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

Bid No.:***P193731***

To: **National Bank of Pakistan (Engineering Wing North Islamabad), Departmental Head Civil LCMG, 2nd Floor, NBP G-5/1 Building, Islamabad**

We, the undersigned, declare that:

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

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

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

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

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

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

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

Contract Form

SECTION IX: CONTRACT FORMS

THIS AGREEMENT made the _____ day of _____ 20_____ between **National Bank of Pakistan (Engineering Wing North Islamabad), Departmental Head Civil LCMG, 2nd Floor, NBP G-5/1 Building, Islamabad**

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

WHEREAS the Procuring Agency invited Bids for provision of goods, viz., **RENOVATION & REFURBISHMENT WORKS OF NBP KATLANG BRANCH (0884) RO MARDAN (*P193731*)** and has accepted a Bids by the Bidder for the provision of Goods in the sum of *[contract price in words and figures]* (hereinafter called "the Contract Price").

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

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

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

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

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

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

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

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

Witness to the signatures of the Procuring Agency:

……

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

Witness to the signatures of the Bidder: ……

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Integrity Pact

Integrity Pact

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

Contract Number: Contract Value: Contract Title:

Dated:

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

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

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

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

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

Performance Guarantee Form

Performance Guarantee Form

To: **National Bank of Pakistan (Engineering Wing North Islamabad), Departmental Head Civil LCMG, 2nd Floor, NBP G-5/1 Building, Islamabad**

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

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

AND WHEREAS we have agreed to give the Bidders guarantee:

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

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

Signature and seal of the Guarantors

_____

[name of bank or financial institution]

_____

[address]

_____

[date}

Annexure

List of approved brands

Information (Read-Only)

See Form Under Additional Forms and Documents: **List of approved brands** (page number: 91)

Technical Specs AC

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Technical Specs AC** (page number: 93)

Contractors Representative

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Contractors Representative** (page number: 97)

Price adjustment formula

Information (Read-Only)

See Form Under Additional Forms and Documents: **Price adjustment formula** (page number: 104)

ITB

Information (Read-Only)

See Form Under Additional Forms and Documents: **ITB** (page number: 110)

Bid Forms

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Bid Forms** (page number: 163)

Qualification

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Qualification** (page number: 190)

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Procurement Forms

Past Construction Experiences

See Form Under Additional Forms and Documents: **Past Construction Experiences** (page number: 198)

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: 204)

Financial Resources

See Form Under Additional Forms and Documents: **Financial Resources** (page number: 208)

Past Experience and Completed Contracts

See Form Under Additional Forms and Documents: **Past Experience and Completed Contracts** (page number: 209)

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

See Form Under Additional Forms and Documents: **Historical Contract Non-Performance, and Pending Litigation and Litigation History** (page number: 210)

Current Contracts and Their Progress

See Form Under Additional Forms and Documents: **Current Contracts and Their Progress** (page number: 212)

Financial Capacity and Net Worth Evaluation Form

See Form Under Additional Forms and Documents: **Financial Capacity and Net Worth Evaluation Form** (page number: 213)

Average Annual Turnover

See Form Under Additional Forms and Documents: **Average Annual Turnover** (page number: 215)

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PUBLIC PROCUREMENT REGULATORY AUTHORITY
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EPADS

Additional Forms and Documents

NATIONAL BANK OF PAKISTAN
ENGINEERING DIVISION, LSG

(ANNEXURE "A")

(List of approved Brands/ Manufacturers)

S. #	DESCRIPTION	MAKE
1	PVC Pipes & Accessories	Galco
		Jeddah
2	PVC Channel Patti / Dura Duct	Adamjee
		Jeddah
3	MS Back Box/Pull Box/ Technological Box etc.	Local Made
4	Floor Box	Clopal
		Schneider
		Local made
5	Switch Socket Outlets (SSOs) / Switches	Clipsal
		Orange
		Bosch
6	Industrial Sockets	Clipsal
7	DATA/ Voice Face Plates, RJ45/RJ11 I/Os / Connectors	3M
		Schneider
8	Factory tested Patch / Drop Cords	3M
		Schneider
9	Data Cabinet / Communicatio Rack	Local Made
10	Patch Panel	3M
		Schneider
11	Front Cable Manager	Local Made
12	Telephone Junction Box	Local made
13	Telephone Tag Block	Krone
14	Telephone Cable 10 Pair	Pony
15	Cat 6E, 23 AWG Cable	3M
		Schneider

16	Electrical Wires / Cables	Pakistan Cables
		Newage Cables
		Fast Cables
		Pioneer Cables
		AGE Cables
17	Burglar Alarm Cables	Million cables
		Pakistan Cables
18	Lights (all types)	Philips
		E-Delux
		Osaka
		Opple
19	Fans (all types)	Pak
		GFC
		Voldam
		Royal
20	Distribution Board	Universal
		Engineers & Engineers
		Prem Engineering
21	Circuit Breakers	ABB
		MG
		Terasaki
22	Change Over Switch	OPAS
		Kraus & Naimer
		Gave
23	Phase Selecter Switch	OPAS
		Kraus & Naimer
		Gave
24	Control Fuse	DF
		ETI
25	Earth Copper Plate / Rod	Local made

Note: Material if installed other than manufacturers listed above will not be entertained/paid.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

ANNEX-B

TECHNICAL SPECIFICATIONS

1 x TON WALL MOUNTED (HEAT & COOL) AIR CONDITIONER (INVERTER TYPE)

			Bank Proposed Range/Parameter	**Technical Data to be filled by Bidder**	**Compliance Remarks by NBP**
Brand Model #					
System		**Unit**			
T3 Cooling	Cooling	W	3517 (12000 BTU/hr)		
	Power Consumption	W	1240		
	Running Current	Amp	5.75		
	EER Cooling	BTU/w	9.00 (High)		
Power Supply Source		V/Ph/Hz	220-240V-1-50Hz		
Operating Voltage Range (min-max)		V	140-280V		
Refrigerant		-	R410a		
Indoor Temperature Set Point Range		Deg C	16-32		
Operating Range Summer/Winter		Deg C	16~+55/-15~+24		
Control wiring Cable (Core x Ø sqmm)			4 x 1.5 sqmm		
Power Cable (Core x Ø sqmm)			3 x 1.5 sqmm		
Control type			Wireless Remote Control		
Display			LED/LCD		
Indoor Unit Body			Decorative Type Plastic		
On/Off			Auto Restart		
Noise Level Indoor (+/-3db)		db (A)	40		
Noise Level outdoor (+/-3db)		db (A)	52		
Indoor unit weight(Net/Gross)		Kg	9/11		
Outdoor unit weight(Net/Gross)		Kg	24/27		
Indoor Unit					
Air Flow (Turbo/Hi/Mi/lo)		Cum/h	600/530/450/380/320		
Fan	Motor type	AC/DC	AC/DC		
	Speed(Turbo/Hi/Mi/Lo)	rpm	1350/1200/1030/850/750		
Evaporator Coil	No of Rows		Two (02)		
	Tube Material &Type		Inner –grooved copper		
	Tube diameter	mm	7 Ø		
	Fin Material		Hydrophilic Aluminum Foil		
	Fin Spacing	mm	1.5		

Outdoor Unit					
Casing	Material		Powder Coated painted GI Sheet		
	Paint Thickness	micron	>80µm		
Compressor	Type	DC	DC Rotary		
	Make/Brand		GMCC, Hitachi, Mitsubishi or equivalent		
Condenser	No of Tube Rows	Row	1		
	Tube Type & material		Inner groove copper		
	Tube Diameter	mm	9.52 Ø		
	Pitch tube x row	mm	25.4		
	Fin Material		Hydrophilic Aluminum Foil		
Fan	Blade Type		Axial Flow		
	Motor Type	DC	DC		
	Motor Power output	watt	30		
Outdoor Packing Dimension (W x D x H)		mm	-		
Indoor Packing Dimension (W x D x H)		mm	-		
Spare Parts Replacement Warranty without Cost			1 Year or More		
PCB Card Replacement Warranty without Cost			4 Year or More		
Compressor Warranty			5 Years or More		
Accessories					
Copper Piping with Foam Insulation		m	3m- included		
Power Cable		m	1.5m -included		
Control cable		m	3.5 m -included		
Wireless Remote Control with batteries			Included		
Remote control Holder			Included		

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

TECHNICAL SPECIFICATIONS

1.5 x TON WALL MOUNTED (HEAT & COOL) AIR CONDITIONER (INVERTER TYPE)

			Bank Proposed Range/Parameter	**Technical Data to be filled by Bidder**	**Compliance Remarks by NBP**
Brand Model #					
System		**Unit**			
T3 Cooling	Cooling	W	5276 (18000 BTU/hr)		
	Power Consumption	W	1860		
	Running Current	Amp	8.63		
	EER Cooling	BTU/w	9.00 (High)		
Heating	Heating	W	5276 (18000 BTU/hr)		
	Power Consumption	W	1520(560~2350)		
	Running Current	Amp	7.05(2.6~10.9)		
	COP Heating	BTU/w	12.00		
Power Supply Source		V/Ph/Hz	220-240V-1-50Hz		
Operating Voltage Range (min-max)		V	140-280V		
Refrigerant		-	R410a		
Indoor Temperature Set Point Range		Deg C	16-32		
Operating Range Summer/Winter		Deg C	16~+55/-15~+24		
Control wiring Cable (Core x Ø sqmm)			4 x 1.5 sqmm		
Power Cable (Core x Ø sqmm)			3 x 1.5 sqmm		
Control type			Wireless Remote Control		
Display			LED/LCD		
Indoor Unit Body			Decorative Type Plastic		
On/Off			Auto Restart		
Noise Level Indoor (+/-3db)		db (A)	45		
Noise Level outdoor (+/-3db)		db (A)	54		
Indoor unit weight(Net/Gross)		Kg	14/17		
Outdoor unit weight(Net/Gross)		Kg	31/34		
Indoor Unit					
Air Flow (Turbo/Hi/Mi/lo)		Cum/h	1200/1100/990/820/660		
Fan	Motor type	AC/DC	AC/DC		
	Speed(Turbo/Hi/Mi/Lo)	rpm	1250/1150/1030/850/750		
Evaporator Coil	No of Rows		Two (02)		
	Tube Material &Type		Inner –grooved copper		
	Tube diameter	mm	7 Ø		

	Fin Material		Hydrophilic Aluminum Foil		
	Fin Spacing	mm	1.5		
Outdoor Unit					
Casing	Material		Powder Coated painted GI Sheet		
	Paint Thickness	micron	>80µm		
Compressor	Type	DC	DC Rotary		
	Make/Brand		GMCC, Hitachi, Mitsubishi or equivalent		
Condenser	No of Tube Rows	Row	2		
	Tube Type & material		Inner groove copper		
	Tube Diameter	mm	7 Ø		
	Pitch tube x row	mm	25.4 *18.2		
	Fin Material		Hydrophilic Aluminum Foil		
Fan	Blade Type		Axial Flow		
	Motor Type	DC	DC		
	Motor Power output	watt	30		
Outdoor Packing Dimension (W x D x H)		mm	-		
Indoor Packing Dimension (W x D x H)		mm	-		
Spare Parts Replacement Warranty without Cost			1 Year or More		
PCB Card Replacement Warranty without Cost			4 Year or More		
Compressor Warranty			5 Years or More		
Accessories					
Copper Piping with Foam Insulation		m	3m- included		
Power Cable		m	1.5m -included		
Control cable		m	3.5 m -included		
Wireless Remote Control with batteries			Included		
Remote control Holder			Included		

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Contractor's Representative and Key Personnel

The Bidder must demonstrate that it will have a suitably qualified Contractor's Representative and suitably qualified (and in adequate numbers) Key Personnel, as described in the Specification.

The Bidder shall provide details of the Representative and Key Personnel and such other Key Personnel that the Bidder considers appropriate to perform the Contract, together with their academic qualifications and work experience. The Bidder shall complete the relevant Forms in the Bidding Forms.

Equipment

The Bidder must demonstrate that it has access to the key equipment listed hereafter:

[Specify requirements for each lot as applicable]

No.	Equipment Type and Characteristics	Minimum Number required
1		
2		
3		
4		
5		

The Bidder shall provide further details of proposed items of equipment using Form EQU in Section V.

1.

Form EQU: Equipment

The Bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section III, Evaluation and Qualification Criteria. A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Bidder.

Item of equipment		
Equipment information	Name of manufacturer	Model and power rating
	Capacity	Year of manufacture
Current status	Current location	
	Details of current commitments	
Source	Indicate source of the equipment ☐ Owned ☐ Rented ☐ Leased ☐ Specially manufactured	

Omit the following information for equipment owned by the Bidder.

Owner	Name of owner	
	Address of owner	
	Telephone	Contact name and title
	Fax	Telex
Agreements	Details of rental / lease / manufacture agreements specific to the project	

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Personnel

Form PER -1

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*] ……

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	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]*	

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	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*] ……

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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 Procuring agency/Employer:	
	Telephone:	**Contact (manager / personnel officer):**
	Fax:	
	Job title:	**Years with present Procuring agency/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]*

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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 or Key Personnel is available to work on this contract]* ……
Time commitment:	*[insert period (start and end dates) for which this Contractor's Representative or Key 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): _____

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Appendix-C

Formula for Price Adjustment

*[**Note to Procuring agency/Employer:** It is recommended that in the case of very large and/or complex works contracts, it may be necessary to specify several families of price adjustment formulae corresponding to the different works involved. **When finalizing the contract document, ensure that the finalized Schedule of Cost Indexation is attached to** **the Contract Agreement.***]

a) Price Adjustment/ escalation shall not be applicable on Civil, Mechanical and Electrical projects /contracts having contract life less than 365 days from the date of the signing of the contract.

b) Procuring Agency/Employer is advised not to change any provisions hereof unless otherwise stated by the Authority.

c) No method, other than given in this formula will be applicable to compute the price adjustment.

d) This document will be applicable only for Price Adjustment in local currency (Pak. Rs.). Price Adjustment in foreign currency is not allowed.

e) Price Adjustment formula and corresponding references to be inferred for price adjustment shall be agreed and firmed up before signing of the contract. Procuring agency and contractor shall firm up the weightages and co-efficient for respective items before signing of the contract and there shall be no change permissible in the weightages after signing of the contract.

f) For imported plant/ equipment and materials quoted in local currency (Pak. Rs.), foreign currency, exchange rates shall be fixed at the respective interbank currency exchange rates, 28 days prior to the tender opening date. The change in foreign currency exchange rate will be applicable to the foreign currency component stated in the Letter of Credit established by the Contractor or his Vendor.

g) This procedure is to assist the Procuring agency/Employer and bidder for the preparation of provisions for price adjustment in their bidding / contract documents. All the coefficients of the price adjustment formula shall be specified in the bidding document at the time of advertisement.

[The formulae for price adjustment shall be of the following general type:]

$$\mathbf{P}n = \mathbf{A} + \mathbf{b}\,\frac{\mathbf{L}n}{\mathbf{L}o} + \mathbf{c}\,\frac{\mathbf{M}n}{\mathbf{M}o} + \mathbf{d}\,\frac{\mathbf{E}n}{\mathbf{E}o} + \ldots\ldots\ldots\ldots\ldots$$

where,

"**P**n" is the Price Adjustment factor for the work carried out in the period "n".

"**A**" is a constant or the Non-Adjustable Portion of the Price Adjustment Factor to be specified in Appendix-C to Bid, representing the Non-Adjustable Portion of the Contract Price.

"**b**, **c**, **d .....**" are Coefficients or weightages of the order of 0.xx (i.e., fractions rounded off to two decimals) for each specified element of adjustment in the Contract.The sum of **A**, **b**, **c**, **d**, etc., shall be one.

"Ln", "En", "Mn", ... are the current cost indices or reference prices for period "n", expressed in the relevant currency of payment, each of which is applicable to the relevant tabulated cost element on the date 28 days prior to the last day of the period (to which the particular Payment Certificate relates); and

"Lo", "Eo", "Mo", ... are the base cost indices or reference prices, expressed in the relevant currency of payment, each of which is applicable to the relevant tabulated cost element on the Base Date.

1. Construction schedule should be provided by the contractor as required in the Contract. Price Adjustment shall be applicable as payable in full for the original scheduled completion period.

2. In the event the completion of contract exceeds the original scheduled period:

   2.1 In case of default on the part of the contractor causing delay in original scheduled completion, the rate of Price Adjustment will be frozen at the original scheduled date of completion; however Price Adjustment will be applicable till actual completion. While computing Price Adjustment beyond the scheduled completion period, in the event the rate is reduced, then that reduced rate will be applied.

3. The Price Adjustment will be payable in full for the extended period if the contractor has been granted an extension of time for no fault on the part of the contractor, duly approved by the Employer.

4. Unless specifically stated otherwise in the contract, the basis for compensation will be only those elements, which are specifically listed as specified items in the tender documents. This list will specify the elements for Civil, Electrical, Mechanical, Sanitary, HVAC, etc., separately.

5. Formula for Price Adjustment provided herein will be applicable for all the contracts such as Civil, Electrical, Mechanical, etc.

6. There shall be no Price Adjustment for the elements which the Employer has either supplied free of cost or at fixed prices as well as for those elements for which an umbrella *ex gratia* or escalation cover is provided by the Government through an Executive Order or Statutory Regulatory Order (SRO).

Weightages of Specified Items

Each of the cost elements, having cost impact of five (05) percent or highercan be selected for adjustment.

In determining the weightages, the following procedure shall be adopted:

a) Base Date Price alone of an element based on market rate shall be considered excluding cost of construction/ installation, overheads and profit.

b) Engineer's Estimate shall be prepared for complete project.

c) Appropriate Rate Analysis of the Engineer's Estimate shall be made to determine costs of the basic elements.

d) For such cost elements having various types of a particular element, individual cost of such family of the element used in the project to be determined and added to work out the element cost. (Grade-40 andGrade-60 steel shall be treated under same category).

e) Each cost element determined as above, shall be divided by the total amount of Engineer's Estimate to determine various weightages.

Weightage of Fixed Portion

Weightage of fixed portion (Non-adjustable portion of the estimated cost of the contract), shall be determined as under:

a) First the weightages of all the cost elements having value of five (5) percent or more to be added up to see whether the total is 75 percent or less. In that case the total is to be subtracted from one (01) to determine the weightage of the fixed portion,

b) In case total weightage of the cost elements including HSD and labour exceeds 75 percent, the element(s) having lowest weightage(s) other than HSD and labour, shall be excluded in considering the adjustable costs elements.

c) Fixed portion shall be 25 percent and in case the fixed portion exceeds 25 percent it shall be supported by calculations attached with the bidding documents.

d) Sum of fixed portion and weightages b, c, d, ….etc., of the adjustable portion shall always be one (01).

Base Date Price

The base date price (or base date index) of any element shall be the price of the element for the month on the day falling 28 days prior to the last day for submission of bids.

Current Date Price

The current date price (or current date index) of any element shall be the price of the element for the month falling on the day 28 days prior to the last day of the period to which the particular Payment Certificate relates.

Sources of Prices

The prices of elements subject to Price Adjustment shall be to the extent possible as given in the Statistical Bulletins published by Federal Bureau of Statistics (FBS), Statistical Division Government of Pakistan. Statutory notifications and official price from public sector organizations, where available, may be used at the option of the Employer. The source for prices of High Speed Diesel (HSD) shall be either Statistical Bulletins or Pakistan State Oil (PSO) or Oil and Gas Regulatory Authority (OGRA). However, for a particular adjustable element, the same source should be used throughout the currency of contract as also stipulated in the tender documents before issuing the tender documents.
The Base Date Prices and Current Date Prices of the specified elements shall be obtained from the sources specified in the contract.

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Method for payment of bills

The billed amount of the Works for each calendar month will be obtained from the checked bills submitted by the Contractor. In case the billed amount is for more than one month, the amount of the bill shall be segregated for actual workdone in each month.

Coefficient or Weightages

a) The coefficient for each specified element shall be calculated and given in the bidding/tender documents. The coefficient for each specified adjustable element shall be determined by the user proportionate to its ratio in the total amount of the Engineer's Estimate, in accordance with the prescribed procedure. The sum of these coefficients shall form the adjustable portion of the Contract, which shall not exceed 0.75.
b) Coefficients for each adjustable item shall be agreed by both parties and shall be fixed and locked at the time of the signing of the contract and shall remain constant during the currency of the contract.

Price Adjustment for Lump Sum Contract

a) Formula of Price Adjustment shall be used in determining Price Adjustment for contracts having detailed breakdown of cost. However, when a contract is assigned on lump sum basis without detailed breakdown of quantities and cost, Price Adjustment for the Specified Elements in the contract will be computed as follows:

$$\text{Increase/ Decrease in Cost (Price Adjustment Factor)} = \frac{\text{Current Date Price} - \text{Base Date PriceBase}}{\text{Date Price}}$$

b) If the resulting Price Adjustment Factor is positive (+ve), the price should be added tothe contractor's payable amount. If the result is negative (-ve), the price should be subtracted from the payable amount.

c) The executed quantities of the elements subject to Price Adjustment can be obtained from the actual measurement or from certified invoice of the contractor or any other mode agreed between the parties which shall be stipulated in the contract.

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SECTION II: INSTRUCTION TO BIDDERS (ITBs)

[This Section contains provisions that are to be used without modifications.]

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 BDS.
2. Source of Funds	2.1	Source of funds as referred in 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. *(The limit on the number of members of JV or Consortium may be prescribed in BDS, in accordance with the guidelines issued by the PPRA)*.
	3.2	The appointment of Lead Member in the joint venture or consortium shall be confirmed by submission of a valid Power of Attorney to the Procuring agency/Employer
	3.3	Verifiable copy of the agreement that forms a joint venture or consortium shall be required to be submitted as part of the Bid.
	3.4	Any bid submitted by the joint venture or consortium 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

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		the responsibilities of each party shall not be substantially altered without prior written approval of the Procuring agency/Employer and in line with any instructions issued by the Authority.
	3.5	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.
	3.6 .	Foreign Bidders must be locally registered with the appropriate national incorporating body or the statutory body, before participating in the national/international competitive bidding with the exception of such procurements made by the foreign missions of Pakistan. For such purpose the bidder must have to initiate the registration process before the bid submission and the necessary evidence shall be submitted to the Procuring agency/Employer along with their bid, however, the final award will be subject to the complete registration process.
	3.7	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: a) 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 b) any of its affiliates has been hired (or is proposed to be hired) by the Procuring agency/Employer as Engineer for the Contract implementation; or c) The works to be executed are resulting from or directly related to consulting services for the preparation or implementation of the project that the bidder provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm;

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		d) have controlling shareholders in common; or e) receive or have received any direct or indirect subsidy from any of them; or f) have the same legal representative for purposes of this Bid; or g) 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 h) Submit more than one bid in this bidding process.
	3.8	A Bidder may be ineligible if – (a) he is declared bankrupt or, in the case of company or firm, insolvent; (b) 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; (c) legal proceedings are instituted against such bidder involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property; (d) the bidder is convicted, by a final judgment of a Court of Law or relevant Professional Statuary Body, of any offence involving professional conduct; (e) 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. (f) The bidder is blacklisted or debarred by a foreign country, international organization, or other foreign

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		institutions for the period defined by them.
	3.9	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.
	3.10	Bidders shall provide such evidence of their continued eligibility to the satisfaction of the Procuring agency/Employer, as the Procuring agency/Employer shall reasonably request.
	3.11	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".
	4.2	For purposes of this Clause, "origin" means the place where the material, equipment is produced, manufactured, or processed, or through manufacture, procession, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components or the place from where the services are/to be supplied.
	4.3	The nationality of the bidder shall not determine the origin of the material and equipment.
	4.4	To establish the eligibility of the material and equipment, Bidders shall fill the country-of-origin declarations included in the Form of Bid.
5. One Bid per Bidder	5.1	A bidder shall submit only one bid, in the same bidding process, either individually as a bidder or as a member in a joint venture or any similar arrangement.
	5.2	No bidder can be a sub-contractor while submitting a bid individually or as a member of a joint venture in the same bidding process.

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6. Cost of Bidding	6.1	The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring agency/Employer shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
		B. BIDDING DOCUMENTS
7. Contents of Bidding Documents	7.1	The scope of Works, bidding procedures, and terms and conditions of the contract are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents which should be read in conjunction with any addenda issued in accordance with **ITB 9.2** include: **Section I -**Invitation for Bids **Section II** Instructions to Bidders (ITBs) **Section III** Bid Data Sheet (BDS) **Section IV** Eligible Countries **Section V** Works Requirements Technical Specifications & Schedule of Requirements **Section VI** Standard Bidding Forms **Section VII** General Conditions of Contract (GCC) **Section VIII** Special Conditions of Contract (SCC) **Section IX** Contract Forms
	7.2	The number of copies to be completed and submitted with the Bid is specified in the **BDS.**
	7.3	The Procuring agency/Employer is not responsible for the completeness of the bidding documents and their addenda, if they were not obtained directly from the Procuring agency/Employer or the signed pdf version downloaded from the website of the Procuring agency/Employer or the Authority's website or **e-Procurement System** as the case may be. However, procuring agency/Employer shall place both the pdf and editable version of the same on its website and Authority's website or **e-Procurement System** to facilitate the bidder for filling the standard bidding forms. **Note: Bidding Documents are downloaded from PPRA's EPADS Portal**
	7.4	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

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		the bidding documents will be at the bidder's risk and may result in the rejection of his bid.
8. Clarification of Bidding Document, Pre-bid Meeting	8.1	A prospective bidder requiring any clarification of the bidding document may notify the Procuring agency/Employer in writing or in **electronic form** that provides record of the contents of communication at the Procuring agency/Employer's address indicated in the **BDS. Note: All clarifications may be notified through PPRA's EPADS Portal**
	8.2	The Procuring agency/Employer will within three (3) working days after receiving the request for clarification, respond in writing or in **electronic form** to any request for clarification provided that such request is received not later than three (03) days prior to the deadline for the submission of Bids as prescribed in **ITB 24.1.** However, this clause shall not apply in case of alternate methods of procurement. **Note: Response shall be through PPRA's EPADS Portal**
	8.3	Copies of the Procuring agency/Employer's response will be forwarded to all identified prospective bidders through an identified source of communication, including a description of the inquiry, but without specifying its source. In case of downloading of the bidding documents from the website of Procuring agency/Employer or **e-Procurement System**, the response of all such queries will also be available on the same platform available at the website. **Note: Employer's response(s) to the clarification(s); will be made available to all the identified prospective bidders at PPRA's EPADS Portal**
	8.4	Should the Procuring agency/Employer deem it necessary to amend the bidding documents as a result of a clarification, it shall do so following the procedure as prescribed under **ITB 09.**
	8.5	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.

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	8.6	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 transmitted promptly to all prospective bidders who have obtained the bidding documents. 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 9.** Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder. **Note: Minutes of meeting will be uploaded on PPRA's EPADS Portal.**
	8.7	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.
	8.8	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.
9. Amendment of Bidding Documents	9.1	Before the deadline for submission of bids, the Procuring agency/Employer for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder or pre-bid meeting may modify the bidding documents by issuing addenda.
	9.2	Any addendum issued including the notice of any extension of the deadline shall be part of the bidding documents pursuant to **ITB 7.1** and shall be communicated in a timely manner and on equal opportunity basis. Where notification of such change, addition, modification or deletion becomes essential, such notification shall be made in a manner similar

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		to the original advertisement. *Provided that the bidder who had either already submitted their bid or handed over the bid to the courier prior to the issuance of any such addendum shall have the right to withdraw his already filed bid and submit the revised bid prior to the original or extended bid submission deadline.* **Note: Addendum at PPRA's EPADS Portal, ww.ppra.org.pk or NBP Website: http://www.nbp.com.pk**.
	9.3	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, if such an addendum is issued within last three (03) days of the bid submission deadline.*

C. PREPARATION OF BIDS

10. Language of Bid	10.1	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 B**DS.** 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.
11. Documents Establishing Eligibility of Material, Equipment and Works, their Conformity to Bidding	11.1	The bid prepared by the bidder shall constitute the following components: - a) Documentary evidence established in accordance with **ITB 11** that the material, equipment and services to be provided by the Bidder are eligible material, equipment and services, and conform to the Bidding Documents; b) Documentary evidence established in accordance with

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Documents		**ITB 12** that the bidder has been authorized to carry out the Construction works; c) Documentary evidence established in accordance with **ITB 12** that the bidder is eligible and/or qualified for the subject bidding process; d) Form of Bid and Bid Prices completed in accordance with **ITB 14 and 15;** **e)** Completed schedules as required, including priced Bill of Quantities in accordance with **ITB 13 & 15.** **f)** Technical Proposal completed in all aspects in accordance with **ITB-17**. g) Bid security or Bid Securing Declaration furnished in accordance with **ITB 19;** h) Alternative bids, if permissible, in accordance with **ITB 20;** i) Duly Notarized Power of Attorney authorizing the signatory of the Bidder to submit the bid**;** and j) Any other document required in the **BDS**. **Note: The Bid prepared by the Bidder to be uploaded on PPRA's EPADS Portal;**
	11.2	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.
	11.3	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.
	11.4	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: a) a detailed description of the work methodology, approach, schedule and resources to be mobilized at site; b) 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,

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		or a statement of deviations and exceptions to the provisions of the Technical Specifications; c) any other procurement specific documentation requirement as stated in the **BDS**.
	11.5	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.
12. Documents Establishing Eligibility and Qualification of the Bidder	12.1	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.
	12.2	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".
	12.3	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: a) 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**. b) 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. c) That the bidder meets the qualification criteria listed in Section-V, Evaluation and Qualification Criteria and **BDS.**
13. Letter of Bid and Schedules	13.1	The Letter of Bid (Technical or Financial as the case may be) and Schedules, including the Bill of Quantities, shall be prepared using the relevant forms furnished in Standard Bid Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as

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		provided under **ITB 22.** All blank spaces shall be filled in with the information requested.
14. Letter of Bid	14.1	The bidder shall fill the Letter of Bid (Technical or Financial as the case may be) furnished in the bidding documents. The Standard Bid Forms must be completed without any alterations to its format and no substitute shall be accepted.
15. Bid Prices	15.1	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.
	15.2	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.
	15.3	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: a) where there is only one (substantially) responsive bidder, or b) 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.
	15.4	The Bid price to be quoted in the Form of Bid in accordance with **ITB 15.1** shall be the total price of the bid.
	15.5	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.

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	15.6	If so specified in **ITB 1.1**, bids may be invited for individual lots (contracts) or for any combination of lots (packages).
	15.7	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 30,** unless otherwise price adjustment is permissible under Conditions of the Contract.
	15.8	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.
16. Currencies of Bid and Payment	16.1	The currency(ies) of the bid and the currency(ies) of payments shall be as specified in the **BDS.**
	16.2	For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of (financial part of) bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day.
	16.3	Bidders shall indicate details of their expected foreign currency requirements in the Bid, if prescribed in the BDS.
	16.4	Bidders may be required by the Procuring agency/Employer to clarify their foreign currency requirements, if prescribed in the BDS and to substantiate that the amounts included in Lump Sum and in the **SCC** are reasonable and responsive to **ITB 16.1**.
17. Documents Comprising the Technical Proposal	17.1	The bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in **Section IV – Standard Bid Forms**, in sufficient detail to demonstrate the adequacy of the bidder's proposal to meet the work requirements and the completion time.
18. Bid Validity Period	18.1	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**.**

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		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.
	18.2	Under exceptional circumstances, prior to the expiration of the initial bid validity period, the Procuring agency/Employer may request the bidders' consent to an extension of the period of validity of their bids only once, for the period not more than the period of initial bid validity. The request and the bidders' responses shall be made in writing or in electronic forms that provide record of the content of communication. The Bid Security provided under **ITB 19** shall also be extended 28 days beyond the deadline of extended bid validity period. A bidder may refuse the request for the extension of his bid without forfeiting his bid security or causing to be executed his Bid Securing Declaration. A bidder agreeing to the request will not be required nor permitted to modify its bid, but will be required to extend the validity of its Bid Security or Bid Securing Declaration for the period of the extension, and in compliance with **ITB 19** in all respects.
19. Bid Security or Bid Securing Declaration	19.1	Pursuant to **ITB 11.1** unless otherwise specified in the **BDS**, the bidder shall furnish as part of its bid, a Bid Security in form of fixed amount not exceeding five percent of the estimated value of procurement determined by the Procuring agency/Employer and in the amount and currency specified in the **BDS** or Bid Securing Declaration as specified in the **BDS** in the format provided in **Section VI (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, which shall not exceed five percent of the estimated value of that particular lot/ package.
	19.2	The Bid Security or Bid Securing Declaration is required to protect the Procuring agency/Employer against the risk of Bidder's conduct before award of the contract to the most advantageous bidder which would warrant the security's forfeiture, pursuant to **ITB 19.9.**
	19.3	The Bid Security shall be denominated in the local currency or

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		in another freely convertible currency, and it shall be in the form specified in the **BDS** which shall be in any of the following: a) 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; b) A cashier's or certified cheque; or c) Another security as indicated in the **BDS.**
	19.4	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 VI (Standard Bidding Forms)** or another form approved by the Procuring agency/Employer prior to the bid submission.
	19.5	The Bid Security shall be payable promptly upon written demand by the Procuring agency/Employer in case any of the conditions listed in **ITB 19.9** are invoked.
	19.6	Any bid not accompanied by a Bid Security or Bid Securing Declaration in accordance with **ITB 19.1 or 19.3** shall be rejected by the Procuring agency/Employer and shall be declared as non-responsive bid, pursuant to **ITB 30**.
	19.7	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 18**. 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: (a) The expiry of the Bid Security; (b) 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;

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		(c) The rejection by the Procuring agency/Employer of all Bids; (d) 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.
	19.8	The successful bidder's Bid Security will be discharged upon the bidder signing the contract pursuant to **ITB 47,** or furnishing the performance security (or guarantee), pursuant to **ITB 48**.
	19.9	The Bid Security may be forfeited or the Bid Securing Declaration executed: a) if a Bidder: i) 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 18.2**; or ii) Does not accept the correction of errors pursuant to **ITB 32;** or b) In the case of a successful bidder, if the bidder fails: i) to sign the contract in accordance with **ITB 47**; or ii) to furnish performance security (or guarantee) in accordance with **ITB 48.**
	19.10	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.
20. Alternative Bids by Bidders	20.1	Bidders shall submit offers that comply with the requirements of the bidding documents, including the basic bidder's technical design as indicated in the specifications and Bill of Quantities. Alternatives will not be considered, unless specifically allowed for in the **BDS**. If so allowed, **ITB 20** shall prevail.
	20.2	When alternative schedule for execution of works is explicitly invited, a statement of that effect will be included in the **BDS** as will the method for evaluating different schedule for execution of works.
	20.3	If so allowed in the **BDS**, bidders wishing to offer technical

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		alternatives to the requirements of the bidding documents must also submit a bid that complies with the requirements of the bidding documents, including the basic technical design as indicated in the specifications. In addition to submitting the basic bid, the bidder shall provide all information necessary for a complete evaluation of the alternative by the Procuring agency/Employer, including technical specifications, breakdown of prices, and other relevant details. Only the technical alternatives, if any, of the Most Advantageous Bidder conforming to the basic technical requirements (without altering the bid price) shall be considered by the Procuring agency/Employer.
21. Withdrawal of Bids	21.1	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. **Note: Before bid submission deadline, any bidder may withdraw, substitute, or modify its Bid after it has been submitted through EPADS.**
	21.2	Bids requested to be withdrawn in accordance with **ITB 21.1** shall be returned unopened to the bidders.
22. Format and Signing of Bid	22.1	The Bidder shall prepare an original and the number of copies of the bid as indicated in the **BDS**, clearly marking each **"ORIGINAL"** and **"COPY"** as appropriate. In the event of any discrepancy between them, the original shall prevail: *Provided that except in Single Stage One Envelope Procedure, the bid shall include only the copies of technical proposal.* **Note: The submission of bids will only be done through EPADS. No physical submission is accepted; except Original Bid Security Instrument**
	22.2	The original and the copy (ies) of the bid shall be typed or written in indelible ink and shall be signed by the bidder or a person or persons duly authorized to sign on behalf of the bidder. This authorization shall consist of a written confirmation as specified in the **BDS** and shall be attached to the bid. The name and position held by each person signing the

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		authorization must be typed or printed below the signature. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid. **Note: The submission of bids will only be done through EPADS. No physical submission is accepted; except Original Bid Security Instrument**
	22.3	Any interlineations, erasures, or overwriting shall be valid only if they are signed by the person(s) authorized for signing the Bid.

D. SUBMISSION OF BIDS

23. Sealing and Marking of Bids	23.1	In case of Single Stage One Envelope Procedure, the bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as **"ORIGINAL"** and **"COPY".** The envelopes shall then be sealed in an outer envelope securely sealed in such a manner that opening and resealing cannot be achieved undetected. **Note:** *The envelopes shall be sealed and marked in accordance with the bidding procedure adopted as referred in Rule-36 of Public Procurement Rules,2004.* **Note: The submission of bids will only be done through EPADS. No physical submission is accepted; except Original Bid Security Instrument**
	23.2	The inner and outer envelopes shall: a) be addressed to the Procuring agency/Employer at the address given in the **BDS**; and b) bear the title of the subject procurement or project name, as the case may be as indicated in the **BDS**, the Invitation for Bids (ITB) title and number indicated in the **BDS**, and a statement: **"DO NOT OPEN BEFORE",** to be completed with the time and the date specified in the **BDS**, pursuant to **ITB 24.1. Note: The submission of bids will only be done through EPADS. No physical submission is accepted; except Original Bid Security Instrument**
	23.3	In case of Single Stage Two Envelope Procedure, The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Proposal and the other Financial Proposal. Both envelopes to be enclosed together in an outer single envelope called the Bid. Each Bidder shall submit his bid as under: a) Bidder shall submit his **TECHNICAL PROPOSAL** and

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		FINANCIAL PROPOSAL in separate inner envelopes and enclosed in a single outer envelope. b) **ORIGINAL** and each copy of the Bid shall be separately sealed and put in separate envelopes and marked as such. c)The envelopes containing the **ORIGINAL** and copies will be put in one sealed envelope and addressed / identified as given in **ITB 23.2.** **Note: The submission of bids will only be done through EPADS. No physical submission is accepted; except Original Bid Security Instrument**
	23.4	The inner and outer envelopes shall: a) be addressed to the Procuring agency/Employer at the address provided in the **BDS**; b) bear the name and identification number of the contract as defined in the **BDS**; and provide a warning not to open before the time and date for bid opening, as specified in the **BDS** pursuant to **ITB 24.1.** c)In addition to the identification required in **ITB 23** hereof, the inner envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared "late" pursuant to **ITB 25. Note: The submission of bids will only be done through EPADS. No physical submission is accepted; except Original Bid Security Instrument**
	23.5	If all envelopes are not sealed and marked as required by **ITB 23.2**, **ITB 23.3** and **ITB 23.4** or incorrectly marked, the Procuring agency/Employer will assume no responsibility for the misplacement or premature opening of bid. **Note: The submission of bids will only be done through EPADS. No physical submission is accepted; except Original Bid Security Instrument**
24. Deadline for Submission of Bids	24.1	Bids shall be received to the Procuring agency/Employer no later than the date and time specified in the **BDS. Note: EPADS will not allow bid submission later than the deadline**
	24.2	The Procuring agency/Employer may, under exceptional circumstances and at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with **ITB 9**, in which case all rights and obligations of the Procuring agency/Employer and bidders previously

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		subject to the deadline will thereafter be subject to the new deadline.
25. Late Bids	25.1	The Procuring agency/Employer shall not consider for evaluation of any bid that arrives after the deadline for submission of bids, in accordance with **ITB 24**. **Note: EPADS will not allow bid submission later than the deadline**
	25.2	Any bid received by the Procuring agency/Employer after the deadline for submission of bids shall be declared late, recorded, rejected and returned unopened to the bidder. **Note: EPADS will not allow bid submission later than the deadline**
26. Substitution and Modification of bids	26.1	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. **Note: Process through EPADS**
	26.2	Revised bid may be submitted after the substitution or modification made in the original bid in accordance with the provisions referred in **ITB 22.**

E. OPENING AND EVALUATION OF BIDS

27. Opening of Bids	27.1	The Procuring agency/Employer will open all bids, in public, in the presence of bidders' or their representatives who choose to attend, and other parties with a legitimate interest in the bid proceedings at the place, on the date and at the time, specified in the **BDS**. The bidders' representatives present shall sign a attendance sheet as a proof of their attendance. **Note: Process through EPADS**
	27.2	First, envelopes marked **"WITHDRAWAL"** shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. **Note: Process through EPADS**
	27.3	Second, outer envelopes marked **"SUBSTITUTION**" shall be opened. The inner envelopes containing the Substitution Bid shall be exchanged for the corresponding Original Bid being substituted, which is to be returned to the bidder unopened. No envelope shall be substituted unless the corresponding

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		Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening. **Note: Process through EPADS**
	27.4	Next, outer envelopes marked **"MODIFICATION"** shall be opened. No Technical Proposal and/or Financial Proposal shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of the bids. Any modification shall be read out along with the Original Bid except in case of Single Stage Two Envelope Procedure where only the Technical Proposal, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Financial Proposal, both Original and Modification, will remain unopened till the prescribed financial bid opening date. **Note: Process through EPADS**
	27.5	Other envelopes holding the bids shall be opened one at a time, in case of Single Stage One Envelope Procedure, the bidders' names, the bid prices, the total amount of each bid and of any alternative bid (if alternatives have been requested or permitted), the presence or absence of Bid Security, Bid Securing Declaration and such other details as the Procuring agency/Employer may consider appropriate, will be announced by the Procurement Evaluation Committee. **Note: Process through EPADS**
	27.6	In case of Single Stage Two Envelope Procedure, the Procuring agency/Employer will open the Technical Proposals in public at the address, date and time specified in the **BDS** in the presence of bidders' designated representatives who choose to attend and other parties with a legitimate interest in the bid proceedings. The Financial Proposals will remain unopened and will be held in custody of the Procuring agency/Employer until the specified time of their opening. **Note: Process through EPADS**
	27.7	The envelopes holding the Technical Proposals shall be opened one at a time, and the following read out and recorded: (a) the name of the bidder; (b) whether there is a modification or substitution; (c) the presence of a Bid Security or Bid Securing Declaration, if required; and (d) Any other

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		details as the Procuring agency/Employer may consider appropriate. **Note: Process through EPADS**
	27.8	Bids not opened and not read out at the bid opening shall not be considered further for evaluation, irrespective of the circumstances.
	27.9	Bidders are advised to send in a representative with the knowledge of the content of the bid who shall verify the information read out from the submitted documents. Failure to send a representative or to point out any un-read information by the sent bidder's representative shall indemnify the Procuring agency/Employer against any claim or failure to read out the correct information contained in the bidder's bid. **Note: Process through EPADS**
	27.10	No bid will be rejected at the time of bid opening except for late bids which will be returned unopened to the bidder, pursuant to **ITB 25.**
	27.11	The Procuring agency/Employer shall prepare minutes of the bid opening. The record of the bid opening shall include, as a minimum: the name of the bidder and whether or not there is a withdrawal, substitution or modification, the bid price if applicable and the presence or absence of a Bid Security or Bid Securing Declaration.
	27.12	The bidders' representatives who are present shall be requested to sign on the attendance sheet. The omission of a bidder's signature on the record shall not invalidate the contents and affect the record. A copy of the record shall be distributed to all the bidders.
	27.13	A copy of the minutes of the bid opening shall be furnished to individual bidders upon request.
	27.14	In case of Single Stage -Two Envelop Bidding Procedure, after the announcement of technical evaluation report, the Procuring agency/Employer, shall at a time within the bid validity period, publicly open the financial proposals of the technically responsive bidder only. The financial proposal of bidders found technically non-responsive shall be returned un-opened to the respective bidders after seven days of the announcement of technical evaluation report, except those aggrieved bidder(s) whose complaints are pending before the

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		Grievance Redressal Committee. **Note: Process through EPADS**
28. Confidentiality	28.1	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.
	28.2	Any effort by a bidder to influence the Procuring agency/Employer processing of bids or award decisions may result in the rejection of its bid.
	28.3	Notwithstanding **ITB 28.2** from the time of bid opening to the time of contract award, if any bidder wishes to contact the Procuring agency/Employer on any matter related to the bidding process, it should do so in writing or in electronic forms that provides record of the content of communication.
29. Clarification of Bids	29.1	To assist in the examination, evaluation and comparison of bids, the Procuring agency/Employer may, ask any bidder for a clarification of its bid including breakdown of prices invariably in writing. Any clarification submitted by a bidder that is not in response to a request by the Procuring agency/Employer shall not be considered.
	29.2	The request for clarification and the response shall be in writing or in electronic forms that provide record of the content of communication. No change in the prices or substance of the bid shall be sought, offered, or permitted, except clarification for the correction of arithmetic errors discovered by the Procuring agency/Employer during the evaluation of bids which shall be sought in accordance with **ITB 32**.
	29.3	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: a) evaluation & qualification criteria; b) required scope of work; c) contract price; d) all securities requirements; e) tax requirements;

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		f) terms and conditions of bidding documents. g) change in the ranking of the bidder
	29.4	From the time of bid opening to the time of Contract award if any bidder wishes to contact the Procuring agency/Employer on any matter related to the bid it should do so in writing or in electronic forms that provide record of the content of communication.
30. Preliminary Examination of Bids	30.1	Prior to the detailed evaluation of bids, the Procuring agency/Employer will determine whether each bid: a) meets the eligibility criteria defined in **ITB 3** and **ITB 4**; b) has been prepared as per the format and contents defined by the Procuring agency/Employer in the bidding documents; c) has been properly signed; d) is accompanied by the required securities; and e) 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.
	30.2	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: - a) affects in any substantial way the scope, quality, or performance of the Works; b) limits in any substantial way, inconsistent with the bidding documents, the Procuring agency/Employer's rights or the bidders' obligations under the Contract; or c) if rectified, would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

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	30.3	The Procuring agency/Employer will confirm that the documents and information specified under **ITB 11, 12** and **13** 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.
	30.4	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 –* (a) *Submit the number of copies of signed bids required by the invitation;* (b) *Furnish required information concerning the number of its employees;* (c) *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.*
	30.5	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

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		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.
	30.6	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.
	30.7	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.
31. Examination of Terms and Conditions; Technical Evaluation	31.1	The Procuring agency/Employer shall examine the bid to confirm that all terms and conditions specified in the **GCC** and the **SCC** 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.
	31.2	The Procuring agency/Employer shall evaluate the technical aspects of the bid submitted in accordance with **ITB 31,** to confirm that all requirements specified in **Section V – Works Requirement**, **Technical Specifications of** the Bidding Documents have been met without material deviation or reservation.
	31.3	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 30,** it shall reject the bid.

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32. Correction of Arithmetic Errors	32.1	Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: - a) if there is a discrepancy between unit 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; b) 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 c) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern. d) 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.
	32.2	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 19.9.**

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33. Conversion to Single Currency	33.1	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.
	33.2	To facilitate evaluation and comparison, the Procuring agency/Employer will convert all bid prices expressed in the amounts in various currencies in which the bid prices are payable. For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of (financial part of) bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day.
	33.3	The currency selected for converting bid prices to a common base for the purpose of evaluation, along with the source and date of the exchange rate, are specified in the **BDS**.
34. Evaluation of Bids	34.1	The Procuring agency/Employer shall evaluate and compare only the bids determined to be substantially responsive, pursuant to **ITB 30**.
	34.2	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.
	34.3	The Procuring agency/Employer's evaluation of a bid will take into account:

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		a) 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; b) price adjustment for correction of arithmetic errors in accordance with **ITB 32.1;** c) converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with **ITB 33**;
	34.4	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.
	34.5	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.**
	34.6	If the bid, which results in the Evaluated Bid Price (Most Advantageous 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*

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		low prices or unit rates for the later stages of the project, to improve the contractor's cash flow.
35. Domestic Preference	35.1	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.
36. Determination of Most Advantageous Bid	36.1	The Procuring agency/Employer shall compare the evaluated bids in accordance with the predefined bidding procedure, of all substantially responsive bids to determine the Most Advantageous bidder.
37. Qualification of Bidder	37.1	The Procuring agency/Employer shall determine to its satisfaction whether the bidder is substantially responsive and whose bid is declared as most advantageous 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.*
	37.2	The determination shall be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder, pursuant to **ITB 12**.
	37.3	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.
38. Sub-Contractors	38.1	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.
	38.2	Bidders may propose sub-contracting up to the percentage of total value of contracts or the volume of works as specified in the **BDS.**

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39. Abnormally Low Financial Bid	39.1	Where the bid price is considered to be abnormally low, the Procuring agency/Employer shall perform price analysis either during determination of Most Advantageous Bid or as a part of the post-qualification process. The following process shall apply: a) The Procuring agency/Employer may reject a bid if the Procuring agency/Employer has determined that the price in combination with other constituent elements of the bid is abnormally low in relation to the subject matter of the procurement (i.e. scope of the procurement or ancillary services) and raises concerns as to the capability and capacity of the respective Bidder to perform that contract; b) Before rejecting an abnormally low bid the Procuring agency/Employer shall request the bidder an explanation of the bid or of those sections which it considers contribute to the bid being abnormally low; take account of the evidence provided in response to a request in writing; and subsequently verify the bid or parts of the bid being abnormally low; c) The decision of the Procuring agency/Employer to reject a bid and reasons for the decision shall be recorded in the procurement proceedings and promptly communicated to the bidder concerned; d) The Procuring agency/Employer shall not incur any liability solely by rejecting abnormally bid; and e) An abnormally low bid means, in the light of the Procuring agency/Employer's estimate and of all the bids submitted, the bid appears to be abnormally low by not providing a margin for normal levels of profit. **Guidance for Procuring agency/Employer:** In order to identify the Abnormally Low Bid (ALB) following approaches can be considered to minimize the scope of subjectivity: (i) Comparing the bid price with the cost estimate; (ii) Comparing the bid price with the bids offered by other bidders submitting substantially responsive bids; and

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		(iii) Comparing the bid price with prices paid in similar contracts in the recent past either government- or development partner-funded.
	39.2	The Procuring agency/Employer will determine to its satisfaction whether the bidder that is selected as having submitted the most advantageous bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in **ITB 12**
	39.3	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 12,** 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.
	39.4	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.*
	39.5	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.

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F. AWARD OF CONTRACT

40. Criteria of Award	40.1	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 Most Advantageous Bidder, provided that such bidder has been determined to be: a) eligible in accordance with the provisions of **ITB 3;** b) is determined to be qualified to perform the Contract satisfactorily; and c) Successful negotiations have been concluded, if any. **Note: Process through EPADS**
41. Negotiations	41.1	The Committee of the Procuring agency/Employer may negotiate with the Most Advantageous Bidder relating to the following areas: (a) a minor alteration to the technical (drawings, design technical specifications) details of the statement of works; (b) Methodology, work plan, staffing in view to streamline the work; (c) a minor amendment to the special conditions of Contract; (d) finalizing payment arrangements; (e) clarifying details that were not apparent or could not be finalized at the time of Bidding;
	41.2	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.
42. Procuring agency/Employer's Right to reject All Bids	42.1	Notwithstanding **ITB 37**, the Procuring agency/Employer reserves the right to reject all the bids, and to annul the bidding process at any time prior to acceptance of bid, without thereby incurring any liability to the affected bidder(s). However, the Authority (i.e. PPRA) may call from the Procuring agency/Employer the justification of those grounds.
	42.2	Notice of the rejection of all bids shall be given promptly to all bidders that have submitted bids.

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	42.3	The Procuring agency/Employer shall upon request communicate to any bidder the grounds for its rejection of its bids, but is not required to justify those grounds.

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43. Variations	43.1	The Engineer shall make any variation in the quantity of the Works or any part thereof that may, in his opinion, be necessary and for that purpose, or if for any other reason it shall, in his opinion, be appropriate, he shall have the authority to instruct the Contractor to do and the Contractor shall do any of the following: a) increase or decrease the quantity of any work included in the Contract, b) omit any such work (but not if the omitted work is to be carried out by the Employer or by another contractor), c) change the character or quality or kind of any such work, d) change the levels, lines, position and dimensions of any part of the Works, e) execute additional work of any kind necessary for the completion of the Works, or f) change any specified sequence or timing of construction of any part of the Works. No such variation shall in any way vitiate or invalidate the Contract, but the effect, if any, of all such variations shall be valued in accordance with **ITB 15**. Provided that where the issue of an instruction to vary the Works is necessitated by some default of or breach of contract by the Contractor or for which he is responsible, any additional cost attributable to such default shall be borne by the Contractor.
44. Instructions for variations	44.1	The Contractor shall not make any such variation without an instruction of the Engineer. Provided that no instruction shall be required for increase or decrease in the quantity of any work where such increase or decrease is not the result of an instruction given under this Clause, but is the result of the quantities exceeding or being less than those stated in the Bill of Quantities.
45. Valuation of Variations	45.1	All variations and any additions to the Contract Price which are required to be determined in accordance with **ITB 15** (for the purposes of this Clause referred to as "varied work"), shall be valued at the rates and prices set out in the Contract if, in the opinion of the Engineer, the same shall be applicable. If the Contract does not contain any rates or prices applicable to the varied work, the rates and prices in the Contract shall be

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		used as the basis for valuation so far as may be reasonable, failing which, after due consultation by the Engineer with the Procuring agency/Employer and the Contractor, suitable rates or prices shall be agreed upon between the Engineer and the Contractor. In the event of disagreement, the Engineer shall fix such rates or prices as are, in his opinion, appropriate and shall notify the Contractor accordingly, with a copy to the Employer. Until such time as rates or prices are agreed or fixed, the Engineer shall determine provisional rates or prices to enable on-account payments to be included in certificates issued in accordance with **ITB 15.**
46. Notification of Award	46.1	Prior to the award of contract, the Procuring agency/Employer shall issue a Final Evaluation Report giving justification for acceptance or rejection of the bids. **Note: Process through EPADS**
	46.2	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 in writing or through electronic means that provide record of the content of communication. However, the Procuring agency/Employer shall not award any procurement contract atleast for fifteen (15) days after the acceptance of bid. 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).
	46.3	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 48** and signing of the contract in accordance with **ITB 47.**
	46.4	Upon the successful bidder’s furnishing of the performance security (or guarantee) pursuant to **ITB 48**, 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

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		Declaration of the bidder(s) pursuant to **ITB 19**.
47. Signing of Contract	47.1	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.
	47.2	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.
	47.3	Where no formal signing of a contract is required, work order issued to the bidder shall be construed to be the contract.
48. Performance Security (or Guarantee)	48.1	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 SCC**, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.
	48.2	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: (a) certified cheque, cashier's or manager's cheque, or bank draft; (b) 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; (c) bank guarantee confirmed by a reputable local bank or, in the case of a successful foreign bidder, bonded by a foreign bank; or (d) surety bond callable upon demand issued by any reputable surety or insurance company. Any Performance Guarantee submitted shall be enforceable in Pakistan.
	48.3	Failure of the Most Advantageous Bidder to comply with the requirement of **ITB 47** 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

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		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).
49. Advance Payment	49.1	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.
	49.2	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 **SCC.**
50. General Performance of the Bidders	50.1	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.
51. Corrupt & Fraudulent Practices	51.1	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.

F. GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM

52. Constitution of Grievance Redressal	52.1	Procuring agency/Employer shall constitute a Grievance Redressal Committee (GRC) comprising of odd number of persons with proper power and authorization to address the complaint. The GRC shall not have any of the members of Procurement Evaluation Committee. The committee must have

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		one subject specialist depending the nature of the procurement.
53. GRC Procedure	53.1	Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the prequalification or bidding documents found contrary to provision of Procurement Regulatory Framework, and the same shall be addressed by the GRC well before the bid submission deadline.
	53.2	Any bidder feeling aggrieved by any act of the Procuring agency/Employer after the submission of his bid may lodge a written complaint concerning his grievances not later than seven days of the announcement of technical evaluation report and five days after issuance of final evaluation report.
	53.3	In case, the complaint is filed against the technical evaluation report, the GRC shall suspend the procurement proceedings.
	53.4	In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report: Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelope bidding procedure is adopted.
	53.5	The GRC, in both the cases shall investigate and decide upon the complaint within ten days of its receipt.
	53.6	Any bidder or the Procuring agency/Employer not satisfied with the decision of the GRC may file Appeal before the Appellate Committee of the Authority on prescribed format after depositing the Prescribed fee.
	53.7	The Committee, upon receipt of the Appeal against the decision of the GRC complete in all respect shall serve notices in writing upon all the parties to Appeal.
	53.8	The committee shall call the record from the concerned Procuring agency/Employer or the GRC as the case may be, and the same shall be provided within prescribed time.
	53.9	The committee may after examination of the relevant record and hearing all the concerned parties, shall decide the complaint within fifteen (15) days of receipt of the Appeal.

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	53.10	The decision of the Committee shall be in writing and shall be signed by the Head and each Member of the Committee. The decision of the committee shall be final.

G. MECHANISM OF BLACKLISTING

54. Mechanism of Blacklisting	54.1	The Procuring agency/Employer shall bar for not more than the time prescribed in Rule-19 of the Public Procurement Rules, 2004, from participating in their respective procurement proceedings, bidder or contractor who either: Involved in corrupt and fraudulent practices as defined in Rule-2 of Public Procurement Rules; i) Fails to perform his contractual obligations; and ii) Fails to abide by the id securing declaration;
	54.2	The show cause notice shall contain: (a) precise allegation, against the bidder or contractor; (b) the maximum period for which the Procuring agency/Employer proposes to debar the bidder or contractor from participating in any public procurement of the Procuring agency/Employer; and (c) the statement, if needed, about the intention of the Procuring agency/Employer to make a request to the Authority for debarring the bidder or contractor from participating in public procurements of all the procuring agencies.
	54.3	The Procuring agency/Employer shall give minimum of seven days to the bidder or contractor for submission of written reply of the show cause notice.
	54.4	In case, the bidder or contractor fails to submit written reply within the requisite time, the Procuring agency/Employer may issue notice for personal hearing to the bidder or contractor/ authorize representative of the bidder or contractor and the Procuring agency/Employer shall decide the matter on the basis of available record and personal hearing, if availed.
	54.5	In case the bidder or contractor submits written reply of the show cause notice, the Procuring agency/Employer may decide to file the matter or direct issuance of a notice to the bidder or contractor for personal hearing.
	54.6	The Procuring agency/Employer shall give minimum of seven days to the bidder or contractor for appearance before the designated officer of the Procuring agency/Employer for personal hearing. The designated officer shall decide the matter on the basis of the available record and personal

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		hearing of the bidder or contractor, if availed.

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	54.7	The Procuring agency/Employer shall decide the matter within fifteen (15) days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.
	54.8	The Procuring agency/Employer shall communicate to the bidder or contractor the order of debarring the bidder or contractor from participating in any public procurement with a statement that the bidder or contractor may, within thirty (30) days, prefer a representation against the order before the Authority.
	54.9	Such blacklisting or barring action shall be communicated by the Procuring agency/Employer to the Authority and respective bidder or bidders in the form of decision containing the grounds for such action. The same shall be publicized by the Authority after examining the record whether the procedure defined in blacklisting and debarment mechanism has been adhered to by the Procuring agency/Employer.
	54.10	The bidder may file the review petition before the Review Petition Committee Authority within thirty (30) days of communication of such blacklisting or barring action after depositing the prescribed fee and in accordance with "Procedure of filing and disposal of review petition under Rule-19(3) Regulations, 2021". The Committee shall evaluate the case and decide within ninety (90) days of filing of review petition.
	54.11	The committee shall serve a notice in writing upon all respondent of the review petition. The notices shall be accompanied by the copies of review petition and all attached documents of the review petition including the decision of the Procuring agency/Employer. The parties may file written statements along with essential documents in support of their contentions. The Committee may pass such order on the representation may deem fit.

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	54.12	The Authority on the basis of decision made by the committee either may debar a bidder or contractor from participating in any public procurement process of all or some of the procuring agencies for such period as the deemed appropriate or acquit the bidder from the allegations. The decision of the Authority shall be final.

Section VIII. General Conditions (GC)

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.

An original copy of the above FIDIC publication i.e. "*Conditions of Contract for Building and Engineering Works Designed by the Employer*" must be obtained from FIDIC.

International Federation of Consulting Engineers (FIDIC)

FIDIC Bookshop – Box- 311 – CH – 1215 Geneva 15 Switzerland

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FIDIC code: ISBN13: 978-2-88432-084-9

Section IX. Special Conditions of the Contract

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Special Conditions of the Contract

The Special Conditions of Contract (SCC) complement the General Conditions of Contract (GCC) to specify data and contractual requirements of the National Bank of Pakistan, the engineer, the sector, the overall project, and the works. In the event of a conflict, the provisions herein shall prevail over those in the GCC.

Part A – Contract Data

Contract data of the SCC, includes data to complement the GCC in a manner similar to the way in which the Bid Data Sheet complements the Instructions to Bidders.

SCC Clause Number	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
General Provision (GCC 1)		
1.	1.3	**For notices** Wing Head, Engineering Wing (North), Engineering Group, LCMG, 2nd Floor, NBP G-5/1 Building, Islamabad: Contractors Authorized representatives name and address: …… ……
2.	1.4	**Governing Law;** The Applicable Law shall be: **Laws of the Country**
3.	1.4	**Communication Language:** The Communication Language shall be: **ENGLISH**
4.	1.5	**Documents forming the contract listed:** **(a) The Contract Agreement; (b) The Letter of Acceptance; (c)The Particular Conditions Part A – Contract Data(BDS); (d) the Particular Conditions Part B – Special Provisions(SCC); (f) General Conditions; (g) the Specification; (h) the Drawings; (i) the Schedules; (j) the JV Undertaking (if the Contractor is a JV); and (k) any other documents forming part of the Contract.**
The Employer/ Procuring agency/Employer (GCC Clause 2)		

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5.	2.1	Time for access to the Site: **120** days after Commencement Date
The Engineer (GCC Clause 3)		
6.	3.2	Engineer's Duties and Authority: Variations resulting in an increase of the Accepted Contract Amount in excess of 10 % shall require approval of the National Bank of Pakistan.
The Contractor (GCC Clause 4)		
7.	4.2	Performance guarantee/ security will be ***N/A***
8.	4.7.2(a)	**Clause 4.7 Setting out** Period for notification of errors in the items of reference ***"30 Day"***
9.	4.22	**Contractor's Operations on site** On Site *[Describe any other places as forming part of the Site]*
Sub-Contracting (GCC Clause 5)		
10.	5.1(a)	Maximum allowable accumulated value of work subcontracted (as a percentage of the Accepted Contract Amount) **Note: N/A**
11.	5.1 (b)	Works for which sub-contracting is not permitted. [*Insert works for which sub-contracting is not permitted*] **Note: N/A**
Staff and Labour (GCC Clause 6)		
12.	6.5	Normal working hours ***[12 Hours]***
Plant, Material and Workmanship (GCC Clause 7)		
13.	7.2	Samples *[please specify if required]*
Commencement, Delays and Suspension (GCC Clause 8)		
14.	8.3	Number of additional paper copies of program Note: ***Through EPADS***
15.	8.8	Delay damages shall be payable for each day of delay shall be 0.1% of the Contract Price per day, in the currency and proportions in which the Contract Price is payable. Maximum amount of delay damages is *10*% of the Contract Price

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Measurement and Valuation (GCC Clause 12)		
16.	12.2	The method of measurement shall be in accordance with the Bill of Quantities. Except as otherwise stated in the Contract, measurement shall be made of the net actual quantity of each item of the Permanent Works and no allowance shall be made for bulking, shrinkage or waste*]*
17.	12.3	Percentage profit *[*five percent (5%)*]*
Variations and Adjustments (GCC Clause 13)		
18.	13.4 (b)(ii)	Percentage rate to be applied to Provisional Sums for overhead charges and profit is ***20 %***
19.	13.7	Adjustments for Changes in Cost: The Contract Price shall be adjustable during Contract Execution. *[The Procuring agency/Employer shall ensure consistency with Bid Data Sheet]*
Contract Price and Payment (GCC Clause 14)		
20.	14.2	Total advance payment shall be 10 % Percentage of the Accepted Contract Amount payable in the currency and proportion of the contract. *[Insert number and timing of installments if applicable]* **Note: N/A**
21.	14.2.3	Repayment of Advance payment: [*insert percentage if applicabel* **Note: N/A**
22.	14.3(iii)	Percentage of retention: **5%** Limit of Retention Money **5 %**
23.	14.5(b)(i)	Plant and Materials: If Sub-Clause 14.5 applies: Plant and Materials for payment when shipped _____ *[list].* **Note: N/A**
24.	14.5(c)(i)	Plant and Materials: Plant and Materials for payment when delivered to the Site

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		_____ *[list].* **Note: N/A**
25.	14.6.2	Withholding (amounts in) an IPC _____ % of the Accepted Contract Amount. **Note: N/A**
26.	14.7(a)	Period of payment of Advance Payment to the Contractor _____days *[insert number of days, normally 28 days]* **Note: N/A**
27.	14.7b(i)	Period for the Procuring agency/Employer to make interim payments to the Contractor under Sub-Clause 14.6 (interim Payment) **30 days** *[insert number of days, normally 30 days]*
28.	14.7b(ii)	Period for the Procuring agency/Employer to make interim payments to the Contractor under Sub-Clause 14.13 (Final Payment) **60 days** *[insert number of days, normally 60 days]*
29.	14.7(c)	Period for the Procuring agency/Employer to make final payment to the Contractor **60 days** *[insert number of days, normally 56 days]*
30.	14.8	financing charges for delayed payment (percentage points above the average bank short-term lending rate as referred to under sub-paragraph (a)) _____% **Note: N/A**
31.	14.11.1(b)	Number of additional paper copies of draft Final Statement
32.	14.15	**Currencies of Payment** The Contract Price shall be paid in the currency or currencies named in the Contract Data. If more than one currency is so named, payments shall be made as follows: (a) if the Accepted Contract Amount was expressed in Local Currency only or in Foreign Currency only.
33.	14.15 (a)(i)	The proportions or amounts of the Local and Foreign Currencies, and the fixed rates of exchange to be used for calculating the payments, shall be as stated in the Contract Data, except as otherwise agreed by both parties. **Note: N/A**

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34.	14.15 (c)	Payment of Delay Damages shall be made in the currencies and proportions specified in the Contract Data.
35.	14.15 (f)	If no rates of exchange are stated in the Contract Data, they shall be those prevailing on the Base Date and published by the central bank of the Country.
36.	17.2 (d)	**Liability for Care of the Works** Any operation of the forces of nature (other than those allocated to the Contractor in the Contract Data) which is Unforeseeable or against which an experienced contractor could not reasonably have been expected to have taken adequate preventative precautions.
Insurance (GCC Clause 19) Note: N/A		
37.	19.1	Permitted deductible limits **insurance required for the Works**: **Note: The sum stated in Letter of Acceptance plus fifteen percent 15%.** **insurance required for Goods**: **Note: Full replacement Cost** insurance required for liability for breach of professional duty: _ **Note: N/A** _____ insurance required against liability for fitness for purpose (if any is required): **Note: N/A** _____ **insurance required for injury to persons and** **damage to property**: a**) As per workmen compensation act b) Contractor's all Risk including Third party c) Damages to the Structure, stores if supplied by the Bank** insurance required for injury to employees: __ other insurances required by Laws and by local practice: _____
38.	19.2.1(b)	Additional amount to be insured (as a percentage of the replacement value, if less or more than 15%
39.	19.2.1(iv)	List of Exceptional Risks which shall not be excluded from the insurance cover for the Works **Note: N/A**
40.	19.2.2	Extent of insurance required for Goods Amount of insurance required for Goods **(19.1) Note: Full replacement Cost**

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41.	19.2.3(a)	amount of insurance required for liability for breach of professional duty **Note: N/A**
42.	19.2.3(b)	Insurance required against liability for fitness for purpose Yes/No [*delete as appropriate*] **Note: N/A**
43.	19.2.3	Period of insurance required for liability for breach of professional duty **Note: N/A**
44.	19.2.4	Amount of insurance required for injury to persons and damage to property **(19.1) Note: a) As per workmen compensation act b) Contractor's all Risk including Third party c) Damages to the Structure, stores if supplied by the Bank**
45.	19.2.6	**Insurance** <u>Other insurances required by Laws and by local practice</u> The contractor shall provide all other insurances required by the Laws of the countries where (any part of) the Works are being carried out, at the Contractor's own cost. Other insurances required by local practice (if any) shall be detailed in the Contract Data and the Contractor shall provide such insurances in compliance with the details given, at the Contractor's own cost.
Dispute Avoidance/ Adjudication Board (GCC Clause 21) Note: N/A		
46.	21.1	Time for appointment of DAAB *[specify]*
47.	21.1	The DAAB shall comprise *[specify] members*
48.	21.1	List of proposed members of DAAB - Proposed by Employer/ Procuring agency/Employer 1. …….. 2. …… 3. …….. - Proposed by Contractor 1. …….. 2. …… 3. ……..

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49.	21.2	Appointing entity (official) for DAAB members

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Part-B Special Provisions

The Procuring agency/Employer shall be required to draft the special provisions (particular conditions Part-B) by referring the concerned clauses as stipulated in the General Conditions of the Contract. These provisions should be drafted by keeping following guidelines in consideration:

i. Particular conditions must be drafted clearly and without any ambiguity;

ii. Party's duties, rights, obligations, roles and responsibilities shall be clearly described in line with General Conditions of the Contract, requirements as specified in the bidding document;

iii. While drafting special provisions realistic timelines must be provided for completion of the project / assignment;

iv. All disputes must be settled either through arbitration act 1940 or through International Chamber of Commerce.

Note: Special Provisions shall always over rule and supersede the respective provisions of General Conditions of the Contract. In order to conveniently trace the respective clause, reference of the concerned GCC clause must be provided.

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Table: Summary of Sections (if any)

Description of parts of the Works that shall be designated a Section for the purposes of the Contract (Sub-Clause 1.1.73)	Value: Percentage[1] of Accepted Contract Amount (Sub-Clause 14.9)	Time for Completion (Sub-Clause 1.1.84)	Delay Damages (Sub-Clause 8.8)

[1] These percentages shall also be applied to each half of the Retention Money under Sub-Clause 14.9

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SECTION VI: STANDARD BIDDING FORMS

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.....

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Letter of Bid – Technical Proposal

INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT

Place this Letter of Bid in the first envelope "TECHNICAL PROPOSAL".

The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and business address.

Note: All italicized text in black font is to help Bidders in preparing this form and Bidders shall delete it from the final document.

Date of this Bid submission: [*insert date (, 2026 of Bid submission*]
RFB No.: [*insert number of Bidding process*_____]
Alternative No.: [*insert identification No if this is a Bid for an alternative*]

To: **[*National Bank of Pakistan*]**

We, the undersigned Bidder, hereby submit the first part of our Bid, the Technical Proposal

In submitting our Bid we make the following declarations:

(a) **No reservations:** We have examined and have no reservations to the bidding document, including addenda issued in accordance with Instructions to Bidders **(ITB 9);**
(b) **Eligibility**: We meet the eligibility requirements and have no conflict of interest in accordance with ITB 3;
(c) **Bid/Proposal-Securing Declaration**: We have not been suspended nor declared ineligible by the Procuring agency/Employer based on execution of a Bid Securing Declaration or Bid Securing Declaration in the Procuring agency/Employer's country in accordance with **ITB 3;**
(d) **Conformity:** We offer to execute works in conformity with the bidding document and in accordance with the works requirements: [*insert a brief description of the WORKS*];
(e) **Bid Validity Period**: Our Bid shall be valid for the period specified in **BDS 18.1** (as amended, if applicable) from the date fixed for the Bid submission deadline specified in **BDS 24.1** (as amended, if applicable), and it shall remain binding upon us, and may be accepted at any time before the expiration of that period;
(f) **Performance Security**: If our Bid is accepted, we commit to obtain a performance security in accordance with the bidding document;
(g) One Bid per Bidder: We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other bid(s) as a Joint Venture member or as a subcontractor, and meet the requirements, other than Alternative Bids submitted in accordance with **ITB 20;**
(h) **Suspension and Debarment**: We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Procuring agency/Employer. Further, we are not ineligible under Pakistan laws;
(i) **State-owned enterprise or institution**: [*select the appropriate option and delete the other*] [*We are not a state-owned enterprise or institution*] / [*We are a state-owned enterprise or institution*];

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(j) **Binding Contract**: We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;

(k) **Not Bound to Accept**: We understand that you are not bound to accept the Most Advantageous Bid or any other Bid that you may receive; and

(l) **Fraud and Corruption**: We hereby certify that we have taken steps to ensure that no person acting for us, or on our behalf, engages in any type of Fraud and Corruption.

Name of the Bidder: *[_____]

Country of Origin 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 [_____]

*: In the case of the Bid submitted by a 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. The power of attorney shall be attached with the Bid Schedules.

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Letter of Bid - Financial Proposal

INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT

Place this Letter of Bid - Financial Proposal in the second envelope marked "FINANCIAL PROPOSAL".

The Bidder must prepare the Letter of Bid - Financial Proposal on stationery with its letterhead clearly showing the Bidder's complete name and business address.

Note: All italicized text is to help Bidders in preparing this form.

Date of this Bid submission: [*, 2026 of Bid submission*]
Request for Bid No.: [*insert number of bidding process* _____]
Name of Project.: **RENOVATION & REFURBISHMENT WORKS OF NBP KATLANG BRANCH (0884) RO MARDAN**

Alternative No.: [*insert identification No if this is a Bid for an alternative*]

To: [*National Bank of Pakistan*]

We, the undersigned Bidder, hereby submit the second part of our Bid, the Financial Proposal

In submitting our Financial Proposal, we make the following additional declarations:

(a) **Bid Validity Period**: Our Bid shall be valid for the period specified in **BDS 18.1** (as amended, if applicable) from the date fixed for the bid submission deadline specified in **BDS 24.1** (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(b) **Total Price:** The total price of our Bid is:

In case of only one lot, the total price of the Bid is [*insert the total price of the bid in words and figures, indicating the various amounts and the respective currencies*];

In case of multiple lots, the total price of each lot is [*insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies*];

In case of multiple lots, total price of all lots (sum of all lots) [*insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies*];

(c) **Commissions, gratuities and fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract: [*insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity*].

Name of Recipient	Address	Reason	Amount

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(If none has been paid or is to be paid, indicate "none.")

(d) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed.

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 [_____]

*: In the case of the Bid submitted by a 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. The power of attorney shall be attached with the Bid Schedules.

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FORM ELI 1
Bidder Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: *[insert date (_____) of Bid submission*]
RFB No.: *[insert number of Bidding process_____]*
Alternative No.: *[insert identification No if this is a Bid for an alternative _____]*

Page _____ of_____ pages

1. Bidder's Name *[insert Bidder's legal name]* …….
2. In case of JV, legal name of each member: *[insert legal name of each member in JV]* ……
3. Bidder's actual or intended country of registration: *[insert actual or intended country of registration]* ……..
4. Bidder's year of registration: *[……]*
5. Bidder's Address in country of registration: *[…… ……..]*
6. Bidder's Authorized Representative Information Name: *[……]* Address: *[……]* Telephone/Fax numbers: *[……]* Email Address: *[……]*
7. Attached are copies of original documents of *[check the box(es) of the attached original documents]* ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above. ☐ In case of JV, JV agreement, in accordance with ITB 3.3. ☐ Establishing that the Bidder is not under the supervision of the Procuring agency/Employer [in case of subsidiaries] 8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

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ELI2
Bidder's JV Members Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Bidder and for each member of a Joint Venture].
Date: *[insert date (_____) of Bid submission*]
RFB No.: *[insert number of RFB process_____]*
Alternative No.: *[insert identification No if this is a Bid for an alternative _____]*

Page _____ of_____ pages

1. Bidder's Name: *[insert Bidder's legal name] ……..*
2. Bidder's JV Member's name: *[insert JV's Member legal name] ……. ……*
3. Bidder's JV Member's country of registration: *[……]*
4. Bidder's JV Member's year of registration: *[……]*
5. Bidder's JV Member's legal address in country of registration: *[……. ……]*
6. Bidder's JV Member's authorized representative information Name: *[……]* Address: *[……..]* Telephone/Fax numbers: *[……/ ……..]* Email Address: *[……..]*
7. Attached are copies of original documents of *[check the box(es) of the attached original documents]* ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above. 8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

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Personnel

Form PER -1

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*] ……

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	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]*	

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	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*] ……

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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 Procuring agency/Employer:	
	Telephone:	**Contact (manager / personnel officer):**
	Fax:	
	Job title:	**Years with present Procuring agency/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]*

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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 or Key Personnel is available to work on this contract]* ……
Time commitment:	*[insert period (start and end dates) for which this Contractor's Representative or Key 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): _____

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Form CON – 2

Historical Contract Non-Performance, Pending Litigation and Litigation History

Bidder's Name: _____

Date: _____

JV Member Name_____

ICB/NCB No. and title: _____

Page _____of _____pages

Non-Performed Contracts in accordance with Qualification Criteria			
☐ Contract non-performance did not occur January *[insert year]* ☐ Contract(s) not performed since [*insert year]*			
Year	**Non-performed portion of contract**	**Contract Identification**	**Total Contract Amount (current value, currency, exchange rate and PKR equivalent)**
		Contract Identification: Name of Procuring agency/Employer(PA): Address of PA: Reason(s) for nonperformance:	
Pending Litigation, in accordance with Qualification Criteria			
☐ No pending litigation ☐ Pending litigation			

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Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount
		Contract Identification: _____ Name of PA: _____ Address of PA: _____ Matter in dispute: _____ Party who initiated the dispute: ____ Status of dispute: _____	

Litigation History in accordance with Section III, Evaluation and Qualification Criteria of the Prequalification document			
☐ No Litigation History ☐ Litigation History			
Year of award	**Outcome as percentage of Net Worth**	**Contract Identification**	**Total Contract Amount (currency), PKR Equivalent (exchange rate)**
[insert year]	*[insert percentage]*	Contract Identification: *[indicate complete contract name, number, and any other identification]* Name of PA: *[insert full name]* Address of PA: *[insert street/city/country]* Matter in dispute: *[indicate main issues in dispute]* Party who initiated the dispute: *[indicate "Procuring agency/Employer" or "Contractor"]* Reason(s) for Litigation and award decision *[indicate main reason(s)]*	*[insert amount]*

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Financial Situation

Form FIN – 3.1:

Financial Situation and Performance

Bidder's Name: _____
Date: _____
JV Member's Name_____
ICB No. and title: _____
Page _____of _____pages

1. Financial data

Type of Financial information in (currency)	**Historic information for previous** _____*years,* _____ **(amount in currency, currency, exchange rate*, PKR equivalent)**				
	Year 1	Year 2	Year 3	Year4	Year 5
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					

*Refer to ITB 16 for the exchange rate

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2. Sources of Finance

Specify sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.

No.	Source of finance	Amount (PKR)
1		
2		
3		

2. Financial documents

The Bidder and its parties shall provide copies of financial statements for _____years pursuant to Evaluation and Qualifications Criteria, Sub-factor 3.1. The financial statements shall:

(a) reflect the financial situation of the Bidder or in case of JV member, and not an affiliated entity (such as parent company or group member).

(b) be independently audited or certified in accordance with local legislation.

(c) be complete, including all notes to the financial statements.

(d) correspond to accounting periods already completed and audited.

☐ Attached are copies of financial statements for the _____years required above; and complying with the requirements

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Form FIN – 3.2:

Average Annual Construction Turnover

Bidder's Name: _____
Date: _____
JV Member's Name_____
ICB/NCB No. and title: _____
Page _____of _____pages

	Annual turnover data (construction only)		
Year	**Amount** **Currency**	**Exchange rate**	**PKR equivalent**
[indicate year]	*[insert amount and indicate currency]*		
Average Annual Construction Turnover *			

* See Section III, Evaluation and Qualification Criteria.

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Form FIN – 3.3:

Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as specified in Section (Evaluation and Qualification Criteria)

Financial Resources		
No.	**Source of financing**	**Amount**
1		
2		
3		

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Form FIN – 3.4:

Current Contract Commitments / Works in Progress

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

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

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Form FIN - 5:

Self-Assessment Tool for Bidder's Compliance to Financial Resources (Criterion 2.1 of Section 3)

This form requires the same information submitted in Forms FIN – 3.3 and FIN -3.4. All conditions of "Available Financial Resources Net of CCC **≥** Requirement for the Subject Contract" must be satisfied to qualify.

Form FIN - 5A: For Single Entities

For Single Entities: (A)	Total Available Financial Resources from FIN – 3.3 (B)	Total Monthly Financial Requirement for Current Contract Commitments (CCC) from FIN – 3.4 (C)	Available Financial Resources Net of CCC D = (B - C)	Requirement for the Subject Contract (E)	Results: Yes or No [*D must be greater than or equal to E*] (F)
_____ (Name of Bidder)				. . . . . ._	

Form FIN - 5B: For Joint Ventures

For Joint Ventures: (A)	Total Available Financial Resources from FIN – 3.3 (B)	Total Monthly Financial Requirement for Current Contract Commitments (CCC) from FIN – 3.4 (C)	Available Financial Resources Net of CCC D = (B - C)	Requirement for the Subject Contract (E)	Results: Yes or No [*D must be greater than or equal to E*] (F)
One Partner:					
_____ __ (Name of Partner)				. . . . . .	
Each Partner:					
_____ _				. . . . . .	

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(Name of Partner 1)					
_____ _ (Name of Partner 2)				. . . .	
_____ _ (Name of Partner 3)				. . . .	
All partners combined	∑ D = Sum of available financial resources net of current contract commitments for all partners		∑ D = _____	. . . .	

Form FIN – 5 is made available for use by the bidder as a self-assessment tool, and by the employer as an evaluation work sheet, to determine compliance with the financial resources requirement as stated in 2.3.3. Failure to submit Form FIN - 5 by the Bidder shall not lead to bid rejection.

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EXPERIENCE

Form EXP - 4.1

General Construction Experience

Bidder's Name: _____
Date: _____
JV Member's Name_____
ICB/NCB No. 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 PA: _____ Address: _____	
		Contract name:_____ Brief Description of the Works performed by the Bidder: _____ Amount of contract: _____ Name of PA: _____ Address: _____	
		Contract name:_____ Brief Description of the Works performed by the Bidder: _____ Amount of contract: _____ Name of PA: _____ Address: _____	

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Form EXP - 4.2(a)

Specific Construction and Contract Management Experience

Bidder's Name: _____
Date: _____
JV Member's Name_____
ICB/NCB No. 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				
PA's Name:				
Address: Telephone/fax number E-mail:				

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Form EXP - 4.2(a) (cont.)

Specific Construction and Contract Management Experience (cont.)

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

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Form EXP - 4.2(b)

Construction Experience in Key Activities

Bidder's Name: _____
Date: _____
Bidder's JV Member Name: _____
Sub-contractor's Name[1] (as per ITB 34.2 and 34.3): _____
ICB/NCB No. and title: _____

Page _____ of _____ pages

All Sub-contractors for key activities must complete the information in this form as per ITB 38 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				

[1] If applicable

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	Information
PA's Name:	
Address: Telephone/fax number E-mail:	

2. Activity No. Two

3. .....

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

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Form EXP - 4.2 (c)

Specific Experience in Managing ES aspects

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

Bidder's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member Name: *[insert full name]*
ICB/NCB No. 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. …

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Qualification

The Procuring agency/Employer may utilize this criteria if the pre-qualification process is not carried out separately prior to the bidding process.

Eligibility and Qualification Criteria			**Compliance Requirements**				**Documentation**
No.	**Subject**	**Requirement**	**Single Entity**	**Joint Venture (existing or intended)**			**Submission Requirements**
				All Parties Combined	**Each Member**	**One Member**	
1. Eligibility							
1.1	**Nationality**	Nationality in accordance with **ITB 4.3**	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 and 1.2, with attachments
1.2	**Conflict of Interest**	No conflicts of interest in accordance with **ITB 3.7**	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Letter of Bid

Eligibility and Qualification Criteria			**Compliance Requirements**				**Documentation**
No.	**Subject**	**Requirement**	**Single Entity**	**Joint Venture (existing or intended)**			**Submission Requirements**
				All Parties Combined	**Each Member**	**One Member**	
Historical Contract Non-Performance							
2.1	**History of Non-Performing Contracts**	Non-performance of a contract did not occur as a result of contractor default since ***[3 years]*.**	Must meet requirement	Must meet requirements	Must meet requirement	N/A	Form CON-2
2.2	**Pending Litigation**	Bidder's financial position and prospective long term profitability sound according to criteria established in 3.1 below and assuming that all pending litigation will be resolved against the Bidder	Must meet requirement	N/A	Must meet requirement	N/A	Form CON – 2
2.3	**Litigation History**	No consistent history of court/arbitral award decisions against the Bidder since 1st **January *[2023]***	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Form CON – 2

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Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
3. Financial Situation and Performance							
3.1	**Financial Capabilities**	(i) The Bidder shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated as **PKR 4.0 (M)** for the subject contract(s) net of the Bidders other commitments	Must meet requirement	Must meet requirement	N/A	N/A	Form FIN – 3.1, with attachments
		(ii) The Bidders shall also demonstrate, to the satisfaction of the Procuring agency/Employer, that it has adequate sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.	Must meet requirement	Must meet requirement	N/A	N/A	
		(iii) The audited balance sheets or, if not required					

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Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
		by the laws of the Bidder's country, other financial statements acceptable to the Procuring agency/Employer for the last ***03* years** shall be submitted and must demonstrate the current soundness of the Bidder's financial position and indicate its prospective long-term profitability.	Must meet requirement	N/A	Must meet requirement	N/A	
3.2	**Average Annual Construction Turnover**	Minimum average annual construction turnover of **PKR 03 Million**, calculated as total certified payments received for contracts in progress and/or completed within the last 03 years, divided by **03 years**	Must meet requirement	Must meet requirement	Must meet _____%, _____of the requirement	Must meet _____ _%, _____ __of the requirement	Form FIN – 3.2

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Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
4. Experience							
4.1 (a)	**General Construction Experience**	Experience under construction contracts in the role of prime contractor, JV member, sub-contractor, or management contractor for at least the last **03 years**, starting from (insert date) 1st **October *2023***	Must meet requirement	N/A	Must meet requirement	N/A	Form EXP – 4.1
4.2 (a)	**Specific Construction & Contract Management Experience**	(i) A minimum number of similar contracts specified below that have been satisfactorily and substantially completed as a prime contractor, joint venture member, management contractor or sub-contractor between **03 years** and application submission deadline: (i) N contracts, each of minimum value V; Or (ii) Less than or equal to N contracts, each of minimum value V, but with total value of all contracts equal or more than N x V; ***03 x Above 1.0 (M),*** *delete (ii)*	Must meet requirement	Must meet requirement	N/A	N/A	Form EXP 4.2(a)

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Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
		above if not applicable]. *[In case the Works are to be bid as individual contracts under a slice and package (multiple contract) procedure, the minimum number of contracts required for purposes of evaluating qualification shall be selected from the options specified in ITB 34.5]*					
		[Add the following if specialized sub-contractor is permitted and describe nature and characteristics of specialized works:] *"(ii) For the following specialized works, the Procuring agency/Employer permits specialized sub-contractors as per ITB 38.2"*	*"Must meet requirement for one contract (Requirement can be met through a Specialized Sub-contractor)"*	*Must meet requirement*	*N/A*	*"Must meet requirement (Requirement can be met through a Specialized Sub-contractor)"*	
4.2 (b)		For the above and any other contracts completed and under implementation as prime	Must meet requirements	Must meet requirements	N/A	Must meet the following requirements for the key activities	Form EXP – 4.2 (b)

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Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
		contractor, joint venture member, management contractor or sub-contractor on or after the first day of the calendar year during the period stipulated in 4.2 (a) above, a minimum construction experience in the following key activities successfully completed: *[list activities indicating volume, number or rate of production as applicable]*				listed below *[list key activities and the corresponding minimum requirements]*	
4.2 (c)	**Specific Experience in managing ES aspects**	For the contracts in 4.2 (a) above and/or any other contracts [substantially completed and under implementation] as prime contractor, joint venture member, or Subcontractor between 1st January *[insert year]* and Application submission deadline, experience in managing ES risks and impacts in the following aspects: *[Based*	Must meet requirements	Must meet requirement	Must meet the following requirements: [*list key requirements to be met by each member otherwise state: "N/A"]*	Must meet the following requirements: *[list key requirements to be met by one member otherwise state: "N/A"]*	Form EXP – 4.2 (c)

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Eligibility and Qualification Criteria			**Compliance Requirements**				**Documentation**
No.	**Subject**	**Requirement**	**Single Entity**	**Joint Venture (existing or intended)**			**Submission Requirements**
				All Parties Combined	**Each Member**	**One Member**	
		on the ES assessment, specify, as appropriate, specific experience requirements to manage ES aspects.]					

Note: [For Multiple lots (contracts) specify financial and experience criteria for each lot under 3.1, 3.2, 4.2]

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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:				

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): _____

Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as specified in Eligibility and Qualification Criteria.

No.	**Source of financing**	**Amount (Eq. PKR)**
1		
2		
3		

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Past Experience / Contracts

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

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

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

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

Applicant's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member Name: *[insert full name]*
IFP No. and title: *[insert IFP number and title]*
Page *[insert page number]* of *[insert total number]* pages

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

Year of dispute	**Amount in dispute (currency)**	**Contract Identification**	**Total Contract Amount (currency), ~~US$~~ PKR Equivalent (exchange rate)**

[insert year]	*[insert amount]*	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Procuring Agency: *[insert full name]* Address of Procuring Agency: *[insert street/city/country]* Matter in dispute: *[indicate main issues in dispute]* Party who initiated the dispute: *[indicate "Procuring Agency" or "Supplier"]* Status of dispute: *[Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]*	*[insert amount]*

☐ No consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4.

☐ Consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4 as indicated below.

Year of award	**Outcome as percentage of Net Worth**	**Contract Identification**	**Total Contract Amount (currency), PKR Equivalent (exchange rate)**
[insert year]	*[insert percentage]*	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Procuring Agency: *[insert full name]* Address of Procuring Agency: *[insert street/city/country]* Matter in dispute: *[indicate main issues in dispute]* Party who initiated the dispute: *[indicate "Procuring Agency" or "Supplier"]* Court/ arbitral award decision: *[Indicate if the award decision was against the Applicant or any member of a joint venture.]y]*	*[insert amount]*

Current Contract Commitments / Works in Progress

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

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

Financial Situation and Performance

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

Applicant's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member Name: *[insert full name]*
IFP No. and title: *[insert IFP number and title]*
Page *[insert page number]* of *[insert total number]* pages

1. Financial data

Type of Financial information in (currency)	**Historic information for previous _[insert number] years, [insert in words] (amount in currency, currency, exchange rate*, PKR equivalent)**				
	Year 1	Year 2	Year 3		
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					

* Refer ITA 14 for the exchange rate

3. Financial documents

The Applicant and in case of JV, members of JV shall provide copies of financial statements for *[number]* years pursuant Section III, Qualifications Criteria and Requirements. The financial statements shall:

(a) reflect the financial situation of the Applicant or in case of JV member, and not an affiliated entity (such as parent company or group member).

(b) be independently audited or certified in accordance with local legislation.

(c) be complete, including all notes to the financial statements.

(d) correspond to accounting periods already completed and audited.

☐ Attached are copies of financial statements[1] for the *[number]* years required above; and complying with the requirements.

[1] If the most recent set of financial statements is for a period earlier than 12 months from the date of Application, the reason for this should be justified.

Average Annual Turnover (Annual Sales Value)

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

Applicant's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member Name: *[insert full name]*
IFP No. and title: *[insert IFP number and title]*
Page *[insert page number]* of *[insert total number]* pages

Annual Turnover Data			
Year	**Amount** **Currency**	**Exchange rate*** **(If applicable)**	**PKR equivalent**
[indicate calendar year]	*[insert amount and indicate currency]*		
		Average Annual Turnover **	

* Refer ITA for date and source of exchange rate.

** Total PKR equivalent for all years divided by the total number of years. See Section III, Qualification Criteria and Requirements, ITA.