

Standard Bidding Document

Construction of 17 x Shops 1st Floor at Al-Nafa Markaz Block-C, Shoba
Bazar
(Works)

National

Single Stage-Two Envelope



June 11, 2026

*Cantonment Board Peshawar Office (RHQ Peshawar), Additional Manager
5- Jalil Road Cantonment Board Peshawar., Peshawar City, Peshawar (District), Peshawar Division (Division),
Khyber Pakhtunkhwa (KP) (Province).
Phone: +92-346-674-4627, Email: ceo_peshawar@yahoo.com*

Table of Contents

Instructions to Bidders	3
Bid Data Sheet	31
Bids Data Sheet (BDS)	32
Eligibility Criteria	36
Evaluation Criteria	36
Jobs/Lots	36
Related Services :	37
Work Specifications and Market Rates	37
Scope of Work	46
Price Schedule	46
General Conditions of Contract	49
Special Conditions of Contract	59
Bid Securing Declaration	65
Contract Form	67
Integrity Pact	70
Performance Guarantee Form	72
Annexure	74
Tender Documents	75
Procurement Forms	76
Additional Forms and Documents	79

REQUEST FOR BIDS

PROCUREMENT OF CIVIL WORKS

1. The **Cantonment Board Peshawar Office (RHQ Peshawar)** has reserved Funds for the procurement planned for FY **2026-27**. The **Cantonment Board Peshawar Office (RHQ Peshawar)** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the "**Construction of 17 x Shops 1st Floor at Al-Nafa Markaz Block-C, Shoba Bazar**".

2. The **Cantonment Board Peshawar Office (RHQ Peshawar)** invites sealed Bids from eligible Bidders for procurement of Works (**Construction of 17 x Shops 1st Floor at Al-Nafa Markaz Block-C, Shoba Bazar**) described in the bidding documents on **EPADS v2.0**.

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

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

5. E-Bidding documents, containing detailed terms & conditions, specifications and requirements etc. are available on **e-Pak Acquisition and Disposal System (EPADS)** at <https://vendors.epads.gov.pk/> for all the interested bidders registered on **EPADS v2.0**. Bidders are required to get themselves registered on **EPADS v2.0** to participate in Bidding process.

6. The e-bids, prepared in accordance with the instructions in the e-Bidding documents, must be submitted through **EPADS v2.0** on or before **Tuesday, June 30, 2026 11:00 AM**. E-bids will be opened by using **EPADS v2.0** on the same day at **Tuesday, June 30, 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 registration process is

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

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

Cantonment Board Peshawar Office (RHQ Peshawar), Additional Manager
5- Jalil Road Cantonment Board Peshawar., Peshawar City, Peshawar (District),
Peshawar Division (Division), Khyber Pakhtunkhwa (KP) (Province).
+92-346-674-4627
ceo_peshawar@yahoo.com





Instructions to Bidders

A. INTRODUCTION

1. Scope of Bid

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

2. Source of Funds

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

3. Eligible Bidders

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

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

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

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

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

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

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

3.3.2. have controlling shareholders in common; or

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

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

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

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

3.4. A Bidder may be ineligible if -

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

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

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

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

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

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

4. Eligible Material and Equipment

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

B. BIDDING DOCUMENTS

1. Contents of Bidding Documents

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

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

- Section I -Invitation for Bids
- Section II Instructions to Bidders (ITBs)
- Section III Bid Data Sheet (BDS)
- Section IV Eligible Countries
- Section V Evaluation and Qualification Criteria
- Section VI Works Requirements Technical Specifications & Schedule of Requirements
- Section VII Standard Bidding Forms
- Section VIII General Conditions of Contract (GCC)
- Section IX Particular Conditions of Contract (PCC)
- Section X Contract Forms

1.2. 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.

2. Clarification of Bidding Document, Pre-bid Meeting

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

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

2.3. 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.

2.4. 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.

2.5. 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.

2.6. 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.

2.7. 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.

3. Amendment of Bidding Documents

3.1. 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.

3.2. 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

1. Language of Bid

1.1. 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.

2. Documents Constituting the Bids

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

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

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

3.1.1. 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;

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

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

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

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

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

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

3.1.8. Any other document required in the BDS.

3.2. 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.

3.3. 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.

3.4. 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:

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

3.4.2. 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;

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

3.5. 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.

4. Documents Establishing Eligibility and Qualification of the Bidder

4.1. 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.

4.2. 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".

4.3. 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:

4.3.1. 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.

4.3.2. 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.

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

5. Forms of Bid

5.1. 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.

6. Bid Prices

6.1. 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.

6.2. 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.

6.3. 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:

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

6.3.2. 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.

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

6.5. 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.

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

6.7. 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.

6.8. 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.

7. Currencies of Bid and Payment

7.1. 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.

8. Documents Comprising the Technical Proposal

8.1. 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.

9. Bid Validity Period

9.1. 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.

9.2. 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.

10. Bid Security or Bid Securing Declaration

10.1. 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,

10.2. 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:

10.2.1. 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;

10.2.2. A cashier's or certified cheque; or

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

10.3. 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.

10.4. 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.

10.5. 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.

10.6. 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:

10.6.1. The expiry of the Bid Security;

10.6.2. 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 Bidding documents;

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

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

10.7. 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.

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

10.8.1. if a Bidder:

10.8.1.1. 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

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

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

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

10.9. 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.

11. Withdrawal of Bids

11.1. 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.

12. Format and Signing of Bid

12.1. 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

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

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

2. **Deadline for Submission of Bids**

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

2.2. 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.

3. **Substitution and Modification of bids**

3.1. 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.

3.2. 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**

1. **Opening of Bids**

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

2. **Confidentiality**

2.1. 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.

3. Clarification of Bids

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

3.2. 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:

- 3.2.1. evaluation & qualification criteria;
- 3.2.2. required scope of work;
- 3.2.3. contract price;
- 3.2.4. all securities requirements;
- 3.2.5. tax requirements;
- 3.2.6. terms and conditions of bidding documents.
- 3.2.7. change in the ranking of the bidder

4. Preliminary Examination of Bids

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

- 4.1.1. meets the eligibility criteria defined in **ITB 3** and **ITB 4**;
- 4.1.2. has been prepared as per the format and contents defined by the Procuring agency/Employer in the bidding documents;
- 4.1.3. has been properly signed;

4.1.4. is accompanied by the required securities; and

4.1.5. 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.

4.2. 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: -

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

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

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

4.3. 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.

4.4. 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 –

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

4.4.2. Furnish required information concerning the number of its employees;

4.4.3. 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.

4.5. 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.

4.6. 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.

4.7. 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.

5. Examination of Terms and Conditions; Technical Evaluation

5.1. 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.

5.2. 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.

5.3. 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.

6. Correction of Arithmetic Errors

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

6.1.1. 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;

6.1.2. 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

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

6.1.4. 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.

6.2. 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**.

7. Conversion to Single Currency

7.1. 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.

8. Evaluation of Bids

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

8.2. 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.

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

8.3.1. 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;

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

8.4. 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.

8.5. 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**.

8.6. 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.

9. Domestic Preference

9.1. 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.

10. **Determination of Successful Bid**

10.1. 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.

11. **Qualification of Bidder**

11.1. 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.

11.2. 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**.

11.3. 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.

12. **Sub-Contractors**

12.1. 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.

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

13. **Abnormally Low Financial Bid**

13.1. 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:

13.1.1. Comparing the bid price with the cost estimate;

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

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

13.2. 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**

13.3. 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.

13.4. 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.

13.5. 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

1. Criteria of Award

1.1. 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:

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

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

1.1.3. Successful negotiations have been concluded, if any.

2. Negotiations

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

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

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

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

2.1.4. finalizing payment arrangements;

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

2.2. 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.

3. Procuring agency's Right to reject All Bids

3.1. 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.

4. Notification of Award

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

4.2. 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).

4.3. 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**.

4.4. 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**.

5. **Signing of Contract**

5.1. 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.

5.2. 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.

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

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

6.1. 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.

6.2. 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:

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

6.2.2. 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;

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

6.2.4. surety bond callable upon demand issued by any reputable surety or insurance company.

Any Performance Guarantee submitted shall be enforceable in Pakistan.

6.3. 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).

7. Advance Payment

7.1. 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.

7.2. 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**.

8. General Performance of the Bidders

8.1. 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.

9. Corrupt & Fraudulent Practices

9.1. 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

1. Grievance Redressal

1.1. 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

1. Mechanism of Blacklisting

1.1. 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	<p>Name of Procuring Agency: Cantonment Board Peshawar Office (RHQ Peshawar)</p> <p>The subject of procurement is: Construction of 17 x Shops 1st Floor at Al-Nafa Markaz Block-C, Shoba Bazar</p> <p>Expected commencement date: Wednesday, September 30, 2026</p>
2.	2.1	<p>Financial year for the operations of the Procuring Agency: 2026-27</p> <p>Name and identification number of the Contract: P46697</p>
3.	3.1	<p>JV/Consortium or Association Allowed: No</p> <p>Number of JV/Consortium Members: Nil</p>
B. Bidding Documents		
4.	6.2 & 6.4	<p>The Bidders may seek clarifications through EPADS v2.0: Clarification Date: Saturday, June 27, 2026</p>

5.	7.2	Any addendum, in case issued, shall be published on Cantonment Board Peshawar Office (RHQ Peshawar) website and on EPADS v2.0 .
C. Preparation of Bids		
6.	8.1	List of documents required along with the bid: 1. Tender Form BOQ Design Criteria terms and condition
7.	9.1	The qualification criteria to establish the supply / production capability of the bidder. <i>see Eligibility Criteria</i>
8.	11.2	Works and Their related documents: <i>See section Required Scope of Work</i>
9.	11.1	Price schedule will be provided according to the format defined and acquired. <i>see section price schedule.</i>
10.	11.4	Specifications: <i>see section of specifications.</i>
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: 60 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: Call at Deposit
16.	15.1	Alternative Bids to the requirements of the bidding documents willnot be permitted.
D. Submission of Bids		
17.	18.1 & 21.1	<p>Bid shall be submitted online on EPADS v2.0 whereas hard copy of the bid security should be submitted to the following;</p> <p>5- Jalil Road Cantonment Board Peshawar., Peshawar City, Peshawar (District), Peshawar Division (Division), Khyber Pakhtunkhwa (KP) (Province).</p> <p>Bids that are not submitted on EPADS v2.0 shall be disqualified.</p> <p>The deadline for Bids submission is: Tuesday, June 30, 2026 11:00 AM</p>
E. Opening and Evaluation of Bids		

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

Eligibility Criteria

Bidder's Type	Required Registration
Any	NADRA CITIZENSHIP (CNIC/NICOP) FBR (NTN) FBR (GSTN)

Evaluation Criteria

Quality and Cost Based Selection (QCBS)

Technical Marks	100
Passing Marks	50
Technical Evaluation Criteria	
Project of similar nature and complexity Completed in last fifteen years. (Quantitative)(Doc Required)	85
financial	
Working Capital in last 3 years (Quantitative)(Doc Required)	15

Jobs/Lots

Jobs Without Lots :

Job	Delivery Schedule	Quantity	Bid Security
Construction of 17 x Shops 1st Floor at Al-Nafa Markaz Block-C, Shoba Bazar	Address: 5- Jalil Road Cantonment Board Peshawar., Peshawar City, Peshawar (District), Peshawar Division (Division), Khyber Pakhtunkhwa (KP) (Province). Schedule: 27 Days Quantity: 1	1	773000

Related Services :

No

Work Specifications and Market Rates

Jobs Without Lots :

Job: Construction of 17 x Shops 1st Floor at Al-Nafa Markaz Block-C, Shoba Bazar

Specifications / Requirements:

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

1	12---13	P/L of P.C.C(1:2:4) using crushed stone all as specified	%Sft	1918	7353	Three Hundred Ninety Nine Thousand, One Hundred Ninety	399,190
2		Supply & fabricate M.S. reinforcement for cement concrete (Hot rolled deformed bars Grade 60)	%Sft	35000	154	Five Million, Three Hundred Ninety Thousand	5,390,000
3	03--9	P/L R.C.C 1:2:4 Using crushed stone in slab all as specified.	%Sft	3835	13547	One Million, Four Hundred Seventy Thousand, Nine Hundred Sixteen	1,470,916

EPADS

4	3--10	P/L R..C.C 1:2:4 Using crushed stone in Coulmns as specified.	%Sft	4322	13921	One Million, Seven Hundred Three Thousand, Four Hundred Seventy	1,703,470
5	3--28	B.B Work in 1:4 CM all as Specified ist/floor roof Level	%Sft	2506	13429	Nine Hundred Fifty Two Thousand, Seven Hundred Four	952,704
6	3--28	13mm thick cement plaster in 1:4 CM all as specified.	%Sft	85250	322	Two Million, Five Hundred Fifty One Thousand, One Hundred Sixty Two	2,551,162

7	12--38	Providing and laying Standard quality marble tiles (Sunnygrey, Badel, Ziarat grey, Sunny white, zebra, Taveera boticina, any size, 20 mm thick including setting, jointing, bonding and chemical polishing, complete all as specified.	%Sft	7670	3531	Two Million, Five Hundred Sixteen Thousand, Nine Hundred Eighty Six	2,516,986
8	NSI	P/F of CGI Roller Doors (16SWG) Locking Handle, Rolling wheel completed all respect.	%Sft	1360	1600	Two Million, One Hundred Seventy Six Thousand	2,176,000
9	20--47	Upvc pressure pipe 110 mm dia class C	%Rft	168	727	Thirty Seven Thousand, Two Hundred Thirty Seven	37,237

10	10--57+10--58	Providing and laying, one layer of 300 mm x 150 mm x 50 mm Flat brick tiles in roof, laid on half bricks on edge forming space in between, bedded, jointed and pointed in CM 1:3 including 300 mm x 75 mm x 100 mm CC perforated tiles, set in CM 1:3 all round, including two coats of white washing on top, complete as shown in Figure 10-1 (Coat of hot bitumen on the surface forming bed of half brick on the edge, to be paid separately, if ordered).	%Sft	7670	1437	One Million, Twenty Four Thousand, Three Hundred Thirty	1,024,330
11	15-6+7+7+84	Distemper with polyvinyle distemper on new surface preparation all as spd.	%Sft	78714	234	One Million, Seven Hundred Eleven Thousand, Eight Hundred Ten	1,711,810

12	15-- 52+58+59+59	Apply 3x Coat of Weather Resistant paint on exterior wall for new surface.	%Sft	89011	412	Three Million, Four Hundred Eight Thousand, Two Hundred Forty Four	3,408,244
13	24--12	One fan point or one light point or one bell point, controlled by one switch, wiring complete, with PVC single core cable 1.5 mm ² , in Surface conduit, stove enamelled, supply and fixing.		109	2180	Two Hundred Thirty Seven Thousand, Six Hundred Twenty	237,620
14	24--12	S/F of one light point controlled by one switch wiring complete with pvc single core 1.5mm ² in concealed PVC conduit.		15	2180	Thirty Two Thousand, Seven Hundred	32,700
15	24--567	Board/junction Boxes 75mmx75mm		25	243	Six Thousand, Seventy Five	6,075

16	24--565	Board/junction Boxes 75mmx150mm		4	202	Eight Hundred Eight	808
17	24--626	Switch,Sp Socket Out let 33pins 20A shutter pattenen mounted in back lite box		25	616	Fifteen Thousand, Four Hundred	15,400
18	24--626	S/F Fan Box concealled of for girder		25	284	Seven Thousand, One Hundred Seven	7,107
19	24--776	S/F Daimer for Ceiling fan any sweep		25	336	Eight Thousand, Four Hundred	8,400
20	24--767	Ten gang switch 10 A 250 volts Complete, including PVC/steel back box with proper screws Supply & fixing		25	1207	Thirty Thousand, One Hundred Seventy Five	30,175

EPADS

21	24--829	S/F switch sp socket outlet 3 pin 20 amp shuttered pattern mounten in backlite box complete(Ac etc)	85	690	Fifty Eight Thousand, Six Hundred Fifty	58,650
22	24--422	S/F Conduit 50mm dia heavy gauge class B complete surface wiring(for Main supply)	791	675	Five Hundred Thirty Three Thousand, Nine Hundred Twenty Five	533,925
23	24--430	S/F -Do---But 50mm2 (For Main)	150	943	One Hundred Forty One Thousand, Four Hundred Fifty	141,450

24	24--643	S/F -Do---But 6mm2 (For Ac etc)		200	539	One Hundred Seven Thousand, Eight Hundred	107,800
25	24--747	DB (ist/Floor) S/F Distribution Board steel sheet(16G) with hinged over having locking arrangement duly enamelled paint suitable for housing different capacities of MCCBs etc(0.3mmx0.45mm)=0.135sqm		2	28118	Fifty Six Thousand, Two Hundred Thirty Six	56,236
26	24--366	MCCB SP,6-63A		40	540	Twenty One Thousand, Six Hundred	21,600
27	24--367	MCCB SP,6-63A Double pole		20	1383	Twenty Seven Thousand, Six Hundred Sixty	27,660

28	24--419	Fused with neuteral Bus Bar		2	1530	Three Thousand, Sixty	3,059
29	NSI	S/f of L.E.D rod 40 watt		45	2000	Ninety Thousand	90,000
30	NSI	S/f of Power Plug		22	2200	Forty Eight Thousand, Four Hundred	48,400
31	NSI	Misc Item					13,880,886
						GRAND TOTAL:	Rs38,650,000.00

Scope of Work

Construction of 17 x Shops 1st Floor at Al-Nafa Markaz Block-C, Shoba Bazar

Price Schedule

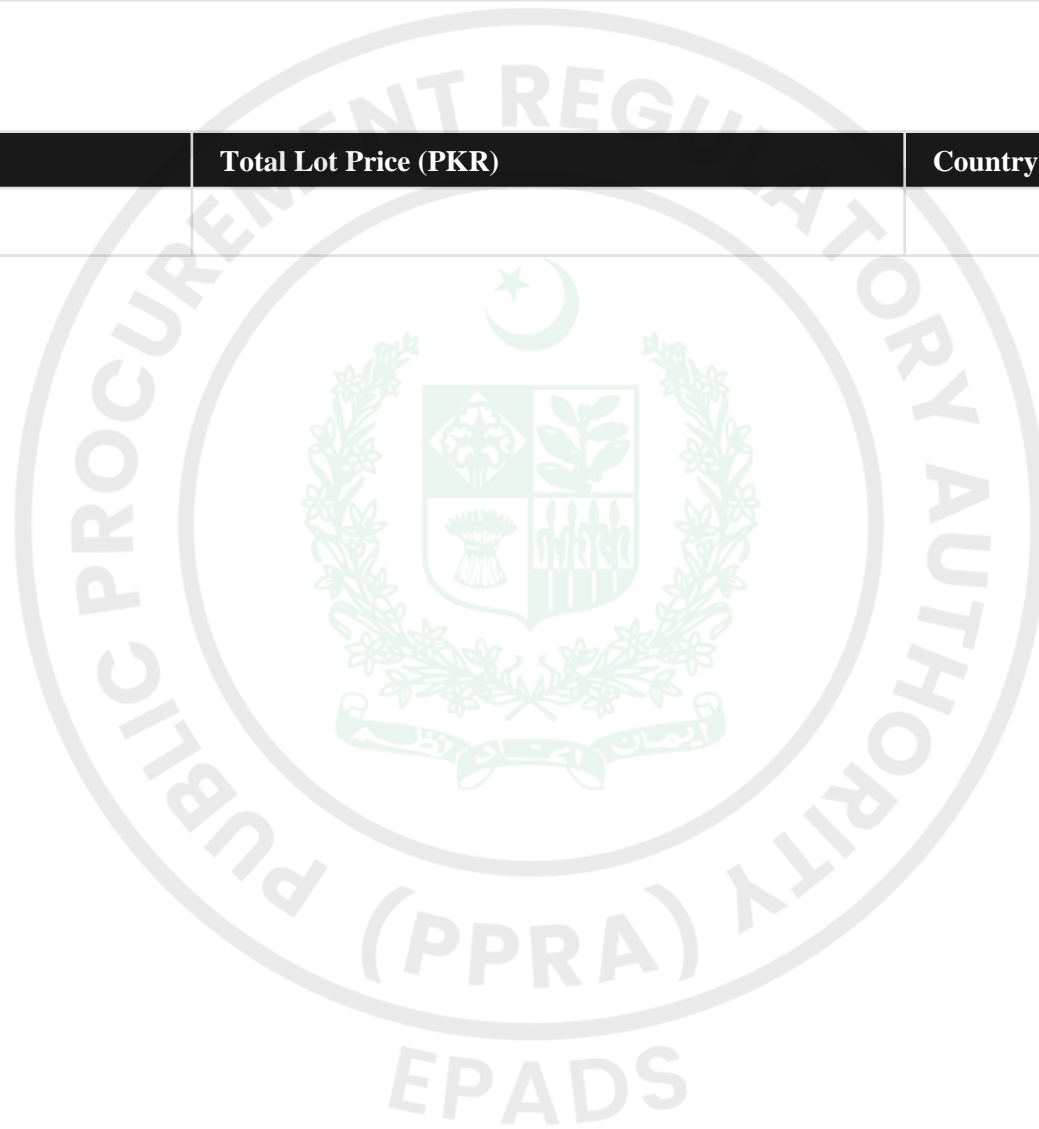
For Individual Jobs

#	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]		







General Conditions of Contract

A. General

1. Definitions

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

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

1.1.2. "The Contract" means an agreement enforceable by law;

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

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

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

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

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

1.1.8. "Day" means calendar day unless indicated otherwise;

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

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

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

1.1.12. "Government" means the Government of Pakistan;

1.1.13. "Local Currency" means the currency of Pakistan;

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

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

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

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

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

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

2. **Applicable Law**

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

3. **Language**

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

4. **Notices**

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

5. **Location**

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

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**

1. **Effectiveness of Contract**

1.1. 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.

2. Commencement of Services

2.1. 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.

3. Program schedule

3.1. 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.

4. Starting Date/Expiration Date

4.1. 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.

4.2. 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.

5. Entire Agreement

5.1. 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.

6. Modification

6.1. 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.

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

7. Force Majeure

7.1. 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.

7.2. 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.

7.3. 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.

7.4. 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.

8. Termination

8.1. 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);

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

8.1.2. 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;

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

8.1.4. 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;

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

8.2. 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.

8.2.1. 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;

8.2.2. 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;

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

8.2.4. 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

1. General

1.1. Standard of Performance

1.1.1. 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;

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

1.2. 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.

2. Conflict of Interests

2.1. 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.

2.2. 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.

2.3. 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:

- 2.3.1. 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;
- 2.3.2. 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;
- 2.3.3. after the termination of this Contract, such other activities as may be specified in the **SCC**.

3. Insurance to be Taken Out by the Contractor

3.1. 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.

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

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

- 4.1.1. appointing such members of the Personnel not provided by the Contractor;
- 4.1.2. changing the Program of activities; and
- 4.1.3. any other action that may be specified in the **SCC**.

5. Reporting Obligations

5.1. 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.

6. Liquidated Damages

6.1. 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.

6.2. 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**.

6.3. 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

7. Performance Guarantee

7.1. 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**.

7.2. 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.

7.3. 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**.

7.4. 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**.

8. Sustainable Procurement

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

D. Contractor's Personnel

1. Description of Personnel

1.1. 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.

2. Removal and / or Replacement of Personnel

2.1. 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.

2.2. 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.

2.3. 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

1. Change in the Applicable Law

1.1. 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.

2. Services and Facilities

2.1. 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.

2.2. 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

1. Contract Price

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

2. Terms and Conditions of Payment

2.1. 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.

2.2. 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.

3. Quality Control Identifying Defects

3.1. 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**.

3.2. A {INSPECTION}

4. Correction of Defects, and Lack of Performance Penalty

4.1. 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.

4.2. 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.

4.3. 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.

5. Settlement of Disputes Amicable Settlement

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

6. Dispute Settlement

6.1. 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
	<p>Definitions</p> <p>The Procuring Agency is: Cantonment Board Peshawar Office (RHQ Peshawar), Additional Manager 5- Jalil Road Cantonment Board Peshawar., Peshawar City, Peshawar (District), Peshawar Division (Division), Khyber Pakhtunkhwa (KP) (Province).</p> <p>The Supplier is:</p> <p>The title of the subject procurement is: Construction of 17 x Shops 1st Floor at Al-Nafa Markaz Block-C, Shoba Bazar</p>
GCC 2	<p>Applicable/Governing Law:</p> <p>The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan</p>
GCC 3	<p>Language:</p> <p>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.</p>

<p>GCC 4</p>	<p>Notices:</p> <p>The addresses for the notices are:</p> <p>Procuring Agency:</p> <p>Cantonment Board Peshawar Office (RHQ Peshawar), Additional Manager 5- Jalil Road Cantonment Board Peshawar., Peshawar City, Peshawar (District), Peshawar Division (Division), Khyber Pakhtunkhwa (KP) (Province). +92-346-674-4627 ceo_peshawar@yahoo.com</p> <p>Contractor/ Bidder:</p> <p>[Name, address and telephone number].</p> <p>The Contractor/ Bidder's Representative(s)</p> <p>[Name, address, telephone number and e-mail address]</p>
<p>GCC 6.1</p>	<p>The Authorized Representatives are:</p> <p>For the Procuring Agency:</p> <p>Cantonment Board Peshawar Office (RHQ Peshawar), Additional Manager 5- Jalil Road Cantonment Board Peshawar., Peshawar City, Peshawar (District), Peshawar Division (Division), Khyber Pakhtunkhwa (KP) (Province). +92-346-674-4627 ceo_peshawar@yahoo.com</p> <p>For the Bidder:</p> <p>Name:</p> <p>Designation:</p> <p>Address:</p>
<p>GCC 7</p>	<p>Effectiveness of the contract</p> <p>The Contractor/Bidder shall be effective within days from the date of signature of the Contract by both parties</p>
<p>GCC 8</p>	<p>Commencement of Contract:</p> <p>The Contractor/ Bidder shall provide Non-Consultancy Services from the effective date of contract.</p>

<p>GCC 10.2</p>	<p>Expiration of Contract:</p> <p>The time period shall be</p>
<p>GCC 14</p>	<p>Termination</p> <p>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.</p>
<p>GCC 16</p>	<p>Conflict of Interest:</p> <p>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.</p>
<p>GCC 20</p>	<p>Liquidated Damages</p> <p>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 0.10% to 0.10% of the Contract value, in accordance with the extent of performance failure & the cost of investigating such incidents as judged by the Authority.</p>
<p>GCC 21</p>	<p>Performance Guarantee:</p> <p>The amount of performance guarantee shall be 0% of the contract price in acceptable form of Nil</p>
<p>GCC 27</p>	<p>Currency of Payment:</p> <p>All the payment to be released to the contractor/Bidder shall be in Pakistani Rupees.</p>
<p>GCC 28</p>	<p>Payment terms:</p> <p>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.</p>

GCC 29**Identifying Defects:**

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

Inspections & Tests Requirements

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

For Physical Fitness having No Damages (Certificate from supplier)

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

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

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

Delivery & Documents

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

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

Copies of the packing list identifying contents of each package;

Insurance Certificate;

Manufacturer's or Supplier's Valid Warranty Certificate;

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

Certificate of Origin.

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

Following is the guidance for Dispute Resolution

1. If any dispute of any kind whatsoever shall arise between the Authority and the Bidder in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and the execution of the Contract – whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within 14 (fourteen) days following a notice sent by one Party to the other Party in this regard.
2. At future of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of the both parties.
3. At the event of failure of mediation to resolve the dispute relating to this contract such dispute shall finally be resolved through binding Arbitration by sole arbitrator in accordance with Arbitration Act 1940. The arbitrator shall be appointed by mutual consent of the both parties. The Arbitration shall take place in Islamabad, Pakistan and proceedings will be conducted in English language.
4. The cost of the mediation and arbitration shall be shared by the parties in equal proportion however the both parties shall bear their own costs and lawyer's fees regarding their own participation in the mediation and arbitration. However, the Arbitrator may make an award of costs upon the conclusion of the arbitration making any party to the dispute liable to pay the costs of another party to the dispute.
5. Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after completion of the contract.

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

Arbitrator's fee:

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

Appointing Authority for Arbitrator:

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

Rules of procedure for arbitration proceedings:

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

Place of Arbitration and Award:

The arbitration shall be conducted in English language and place of arbitration shall be at



Bid Securing Declaration

Form 9: Bid Securing Declaration

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

Bid No.: **P46697**

To: **Cantonment Board Peshawar Office (RHQ Peshawar), Additional Manager5- Jalil Road Cantonment Board Peshawar., Peshawar City, Peshawar (District), Peshawar Division (Division), Khyber Pakhtunkhwa (KP) (Province).**

We, the undersigned, declare that:

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

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

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

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

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



Contract Form

SECTION IX: CONTRACT FORMS

THIS AGREEMENT made the _____ day of _____ 20____ between **Cantonment Board Peshawar Office (RHQ Peshawar), Additional Manager 5- Jalil Road Cantonment Board Peshawar., Peshawar City, Peshawar (District), Peshawar Division (Division), Khyber Pakhtunkhwa (KP) (Province).**

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

WHEREAS the Procuring Agency invited Bids for provision of goods, viz., **Construction of 17 x Shops 1st Floor at Al-Nafa Markaz Block-C, Shoba Bazar (P46697)** and has accepted a Bids by the Bidder for the provision of Goods in the sum of [contract price in words and figures] (hereinafter called “the Contract Price”).

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

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

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

1. This form of Contract;
2. the Form of Bids and the Price Schedule submitted by the Bidder;
3. the Schedule of Requirements;
4. the Technical Specifications;
5. the Special Conditions of Contract;
6. the General Conditions of the Contract;
7. the Procuring Agency’s Letter of Acceptance; and

8. [add here: any other documents]

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

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

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

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

Witness to the signatures of the Procuring Agency:

.....

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

Witness to the signatures of the Bidder:





Integrity Pact

Integrity Pact

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

Contract Number: Contract Value: Contract Title:

Dated:

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

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

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

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

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



Performance Guarantee Form

Performance Guarantee Form

To: **Cantonment Board Peshawar Office (RHQ Peshawar), Additional Manager5- Jalil Road Cantonment Board Peshawar., Peshawar City, Peshawar (District), Peshawar Division (Division), Khyber Pakhtunkhwa (KP) (Province).**

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

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

AND WHEREAS we have agreed to give the Bidders guarantee:

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

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

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]



Annexure

Tender Documents

Construction of 17 x Shops 1st Floor at Al-Nafa Markaz Block-C, Shoba Bazar

Information (Read-Only)

See Form Under Additional Forms and Documents: **Tender Documents** (page number: 80)





Procurement Forms







Additional Forms and Documents

MILITARY LANDS & CANTONMENTS DEPARTMENT
CANTONMENT BOARD PESHAWAR



BIDS EVALUATION (TECHNICAL / FINANCIAL) OF CONTRACTORS

Office of the Cantonment Board Peshawar
5 - Capt Abdul Jalil Shaheed Road, Peshawar Cantt

Tel : 0919212784-5

Fax : 091-9212799

UAN : 111-123-227

e-mail: info@cbp.gov.pk

<https://peshawar.cantonment.gov.pk>

EPADS

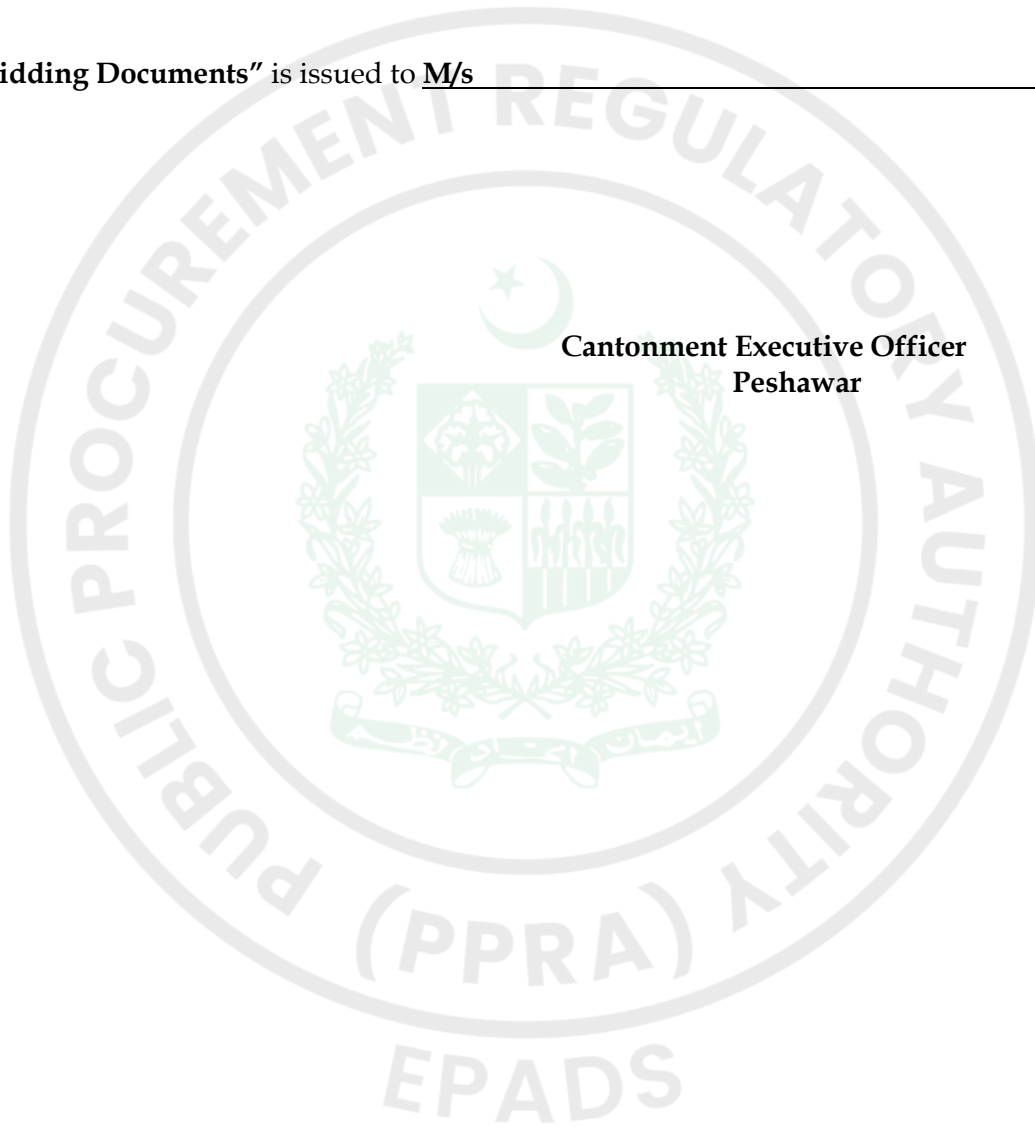
CANTONMENT BOARD PESHAWAR



PRICE Rs.1000/- deposited vide Challan No. _____, dated _____.

This "Bidding Documents" is issued to M/s _____.

Cantonment Executive Officer
Peshawar



MILITARY LANDS AND CANTONMENTS DEPARTMENT
CANTONMENT BOARD PESHAWAR

TENDER NOTICE
THROUGH E-PADS

Cantonment Board Peshawar being procuring entity invites bids through e-PADS on the basis of MES Schedule of Rates, 2025 (amended upto date) on percentage above/below or at par basis for schedule items and market item rate basis for non-schedule items as per **“Single Stage Two Envelope Procedure”** under Rule 36(b) of PPRA Rules 2004 (as amended upto date), from the contractors/firms having valid registration with Pakistan Engineering Council (PEC) in **Relevant Category** for the year 2025-26 and are on Active Taxpayers List of the Federal Board of Revenue for the following original works:-

S. No.	Name of Work	Estimated Cost (Million)	Bid Security/ Earnest Money @ 2% of Estimated Cost (Million)	Bidding Document fee (Rs)	Date & time of submission of bids (technical & financial proposal)	Date & time of opening (technical proposal bids)	Project Time limit
1	Construction of Commercial Building (B+G+4) at Survey No. 405/A, Bajori Gate, Serai Natak (Shoba Bazar)	39.600	0.792	1000/-	30/06/2026 at 1100 Hours	30/06/2026 at 1130 Hours	As per work order
	Construction of 17 x Shops 1 st Floor at Al-Nafa Markaz Block-C, Shoba Bazar	38.650	0.773	1000/-	30/06/2026 at 1100 Hours	30/06/2026 at 1130 Hours	As per work order

TERMS & CONDITIONS

1. Tender/Bidding documents containing Invitation to the bid/Tender Notice, Instructions to bidders, Form of Bid, Conditions of Contract Agreement, Specifications, Bill of Quantities and Bid evaluation criteria can be obtained on any working day during office hours from the office of Cantonment Board Peshawar at 5 - Captain Abdul Jalil (Shaheed) Road, Peshawar Cantonment on or before closing date/time of tender bid. Price of the bidding documents is Rs. 1000/- (non-refundable). Tender/bidding documents can also be downloaded from CBP website <https://peshawar.cantonment.gov.pk>.
2. 2% (two percent) earnest money/bid security of estimated cost must be accompanied in the shape of Call deposit in the name of **Cantonment Board Peshawar**, from Scheduled banks in accordance with the Rule 25 of PPRA Rules, 2004 and subsequent amendments (if any). An Affidavit to the affect stating that 2% bid security/earnest money has been placed in financial proposals/bids must be attached in the technical proposals. Any bid security not validated from bank can result into penal consequences.
3. The Submission of Bids by the contractors implies that they are fully conversant with the, scope of work and term and conditions laid down in the tender/bid's documents.
4. The eligible contractors/firms are required to submit their Bids for work in separate sealed envelopes i.e. one envelope containing **“Technical Proposal”** of the contractors/firms, clearly marked as **“Technical Bid”** accompanied with respective bidding document fee, while the second envelope containing financial proposal/bid price, clearly marked as **‘Financial Proposal’**. Both Technical and Financial proposals/bids will be placed in single sealed envelope duly addressed and send to Office of the Cantonment Board Peshawar at 5 - Captain Abdul Jalil (Shaheed) Road, Peshawar Cantonment within due date & time of closing of tender box.

5. Technical proposal must be numbered & table of contents inserted at beginning of the proposal showing the table of contents of the proposal according to the numbered pages. All pages of Bids shall be signed & stamped by the bidder and seal be affixed along with the signatures/initials/Stamp.
6. Contractor/Bidder black listed by Cantonment Board Peshawar or involved in litigation or found to be indulged in corrupt or fraudulent practices at any stage of procurement will be considered non responsive by Cantonment Board Peshawar being procuring entity.
7. The "**Technical Proposals/ Bids**" of the firms/contractors will be evaluated in accordance with laid down evaluation criteria based on the following documents to be provided in the bidding documents meant for submission of Technical Proposal: -
 - i. Detail of projects of similar nature related to the above mentioned work undertaken by the firm in the last 5 years (in hand/completed) supported by documentary evidence such as work orders/completion reports in original or attested copies.
 - ii. Financial status, Bank balance & certificate from the scheduled bank for the last 5 years.
 - iii. The Income Tax Certificate from the concerned department. Showing Tax payment regarding works/projects executed during last 5 years.
 - iv. Details of technical staff for the proposed works, duly supported by attested credentials.
 - v. An affidavit that the firm is neither blacklisted nor in dispute/litigation/arbitration with any Govt./semi Govt. Department on the left over/incomplete projects.
 - vi. An affidavit is required to be provided with the technical bid regarding attachment of the bid security in the shape of Bank Guarantee or call deposit with the financial bid.
 - vii. The firms/contractors should have their own machinery/plant relating to the project. The list of machinery shall be provided on non-judicial stamp paper alongwith relevant documents.
 - viii. Only those will be eligible to apply for the tender who have renewed their enlistment with PEC for the year 2025-26.
 - ix. Incomplete Tender forms will be considered as Non responsive i.e. name of Firm, Quoted rates in words and in figures, signatures of the contractor and stamp of the firm.
8. Only upto two decimal digits (0.00) will be considered for evaluation of the quoted Rate. If any document submitted along with bid documents found false/bogus, the registration of the contractor/firm shall stand cancelled / blacklisted in the light of enabling provisions of PPRA Rules 2004. Conditional/Incomplete bids shall not be acceptable.
9. The **Financial Bids/Proposals** of only technically responsive qualified bidders will be opened after evaluation of **Technical Bids** in the presence of bidders/their representatives (who may like to attend) in the office of the Cantonment Board Peshawar on the date & time to be notified later on whereas the **Financial Bids** of technically non responsive bidders shall be returned unopened to the respective contactors on date and time intimated to them accordingly.
10. In case of lowest tendered rate is less than on specified ruling percentage% on MES Schedule of Rates 2025, the lowest bidder shall have to deposit standing security in shape of performance guarantee (refundable after successful completion of the work) @ 10% of the estimated cost under rule 39 of PPRA Rules, 2004 within 07 days, failing which the already deposited 2% earnest money shall be forfeited and the tender will be cancelled /re-invited.

11. Any Item not reflected in the BOQ and required at site, shall be paid in accordance with MES Schedule of rates 2025/prevailing market rates with the approval of the procuring entity/Competent Authority.
12. All the governments taxes (Federal, Provincial & any other) will be deducted as per prevailing government policy.
13. Incomplete/disfiguring/overwriting/by hand/delayed bids shall be declared non-responsive.
14. Any bid received in the contravention of enabling provisions of PPRA Rules, 2004 will be declared non responsive by the procuring entity. Cantonment Board Peshawar being procuring entity reserves the right to accept or reject any tender/bid on technical/administrative grounds under Rule 33 (l) of the PPRA Rules, 2004.
15. Successful bidder shall be bound to execute an agreement with the procuring entity and all terms and conditions including tender notice shall be binding on the bidder.
16. Other terms & conditions pertaining to the works can be seen in the Office of the Cantonment Board Peshawar at any working day during office hours.
17. As per PPRA Rule 33, the procuring agency may reject all bids or proposals at any time prior to the acceptance of a bid or proposal. The procuring agency shall upon request communicate to any supplier or contractor who submitted a bid or proposal, the grounds for its rejection of all bids or proposals, but is not required to justify those grounds.

**Cantonment Executive Officer,
Peshawar.
Phone No. 091-9212783
Fax No. 091-9212799
Email : info@cbp.gov.pk**

Bidding Documents - Terms & Conditions

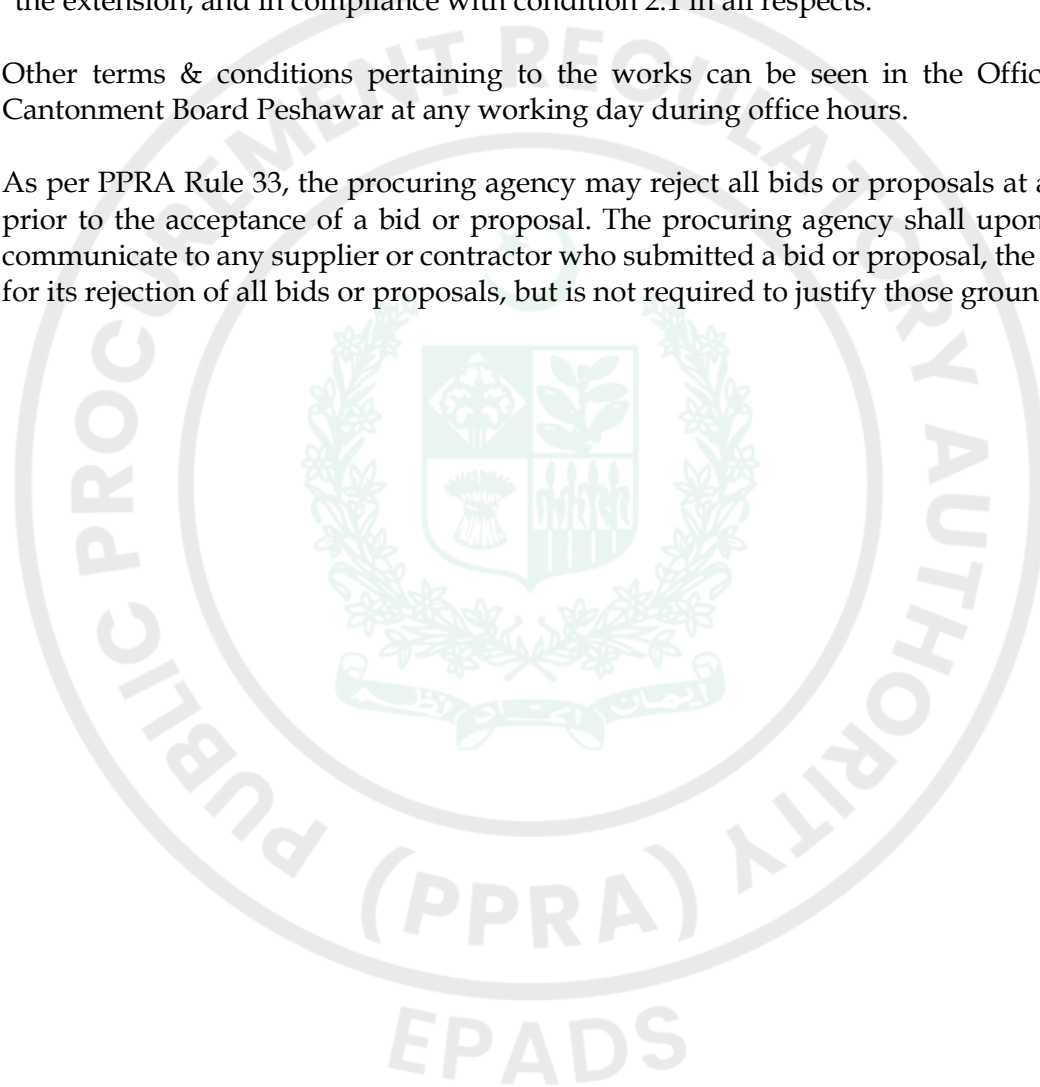
1. Tender / Bidding documents containing Invitation to the bid/Tender Notice, Instructions to bidders, Form of Bid, Conditions of Contract Agreement, Specifications, Bill of Quantities and Bid evaluation criteria can be obtained on any working day during office hours from the office of Cantonment Board Peshawar at 5 – Capt. Abdul Jalil Shaheed Road, Peshawar Cantonment on or before closing date/time of tender bid. Price of the bidding documents is Rs. 1000/- (non-refundable). Tender / bidding documents can also be downloaded from CBP website <https://peshawar.cantonment.gov.pk>.

2. 2% (two percent) earnest money /bid security of estimated cost must be accompanied in the shape of Call deposit in the name of **Cantonment Board Peshawar**, from Scheduled banks in accordance with the Rule 25 of PPRA Rules,2004 and subsequent amendments (if any). An Affidavit to the affect stating that 2% bid security / earnest money has been placed in financial proposals / bids must be attached in the technical proposals. Any bid security not validated from bank can result into penal consequences.
 - 2.1. The Bid Security may be forfeited:
 - 2.1 If the bidder withdraws his bid
 - 2.1 If the bidder does not accept the correction of his Bid Price pursuant to condition 2.2 hereof; or
 - 2.1 In the case of successful bidder, if he fails within the specified time limit to:
 - 2.1.3.1. Furnish the required Performance Security;
 - 2.1.3.2. Sign the Contract Agreement, or
 - 2.1.3.3. Furnish the required JV agreement within 7 days of the receipt of letter of acceptance.
 - 2.2. Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:
 - 2.2 Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and
 - 2.2 Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the Employer there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern and the unit rate will be corrected.
 - 2.2 The amount stated in the Letter of Price Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and with the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected Bid Price, his Bid will be rejected, and the Bid Security shall be forfeited in accordance with condition 2.1.2 (b) hereof.

3. The submission of Bids by the contractors implies that they are fully conversant with the, scope of work and term and conditions laid down in the tender / bid's documents. The bidders are advised to visit and examine the Site of Works and its surroundings and obtain for themselves on their own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. All cost in this respect shall be at the bidder's own expense.

4. The eligible contractors / firms are required to submit their Bids for work in separate sealed envelopes i.e. one envelope containing “**Technical Proposal**” of the contractors / firms, clearly marked as “**Technical Bid**” accompanied with respective bidding document fee, while the second envelope containing financial proposal / bid price, clearly marked as ‘**Financial Proposal**’. Both Technical and Financial proposals / bids will be placed in single sealed envelope duly addressed and send to Office of the Cantonment Board Peshawar at 5 – Jalil Road, Peshawar Cantonment within due date & time of closing of tender box.
5. Technical proposal must be numbered & table of contents inserted at beginning of the proposal showing the table of contents of the proposal according to the numbered pages. All pages of Bids shall be signed & stamped by the bidder and seal be affixed along with the signatures / initials/ Stamp.
6. Contractor / Bidder black listed by Cantonment Board Peshawar or involved in litigation or found to be indulged in corrupt or fraudulent practices at any stage of procurement will be considered non responsive by Cantonment Board Peshawar being procuring entity.
7. The '**Technical Proposals / Bids**' of the firms / contractors will be evaluated in accordance with laid down evaluation criteria as provided in the bidding documents meant for submission of Technical Proposal.
8. Only upto two decimal digits (0.00) will be considered for evaluation of the quoted Rate. If any document submitted along with bid documents found false / bogus, the registration of the contractor / firm shall stand cancelled / blacklisted in the light of enabling provisions of PPRA Rules 2004. Conditional / Incomplete bids shall not be acceptable.
9. The **Financial Bids / Proposals** of only technically responsive qualified bidders will be opened after evaluation of **Technical Bids** in the presence of bidders / their representatives (who may like to attend) in the office of the Cantonment Board Peshawar on the date & time to be notified later on whereas the **Financial Bids** of technically non responsive bidders shall be returned unopened to the respective contactors on date and time intimated to them accordingly.
10. In case of lowest tendered rate is less than At Par MES Schedule of Rates 2025, the lowest bidder shall have to deposit standing security in shape of performance guarantee in form of Deposit at Call (refundable after successful completion of the work) @ 10% of the estimated cost under rule 39 of PPRA Rules, 2004 within 07 days, failing which the already deposited 2% earnest money shall be forfeited and the tender will be cancelled / re-invited.
11. Any Item not reflected in the BOQ and required at site, shall be paid in accordance with MES Schedule of rates 2025/prevailing market rates with the approval of the procuring entity / Competent Authority.
12. All the governments taxes (Federal, Provincial & any other) will be deducted as per prevailing government policy.
13. Incomplete / disfiguring / overwriting / by hand / delayed bids shall be declared non-responsive.
14. Any bid received in the contravention of enabling provisions of PPRA Rules, 2004 will be declared non responsive by the procuring entity. Cantonment Board Peshawar being procuring entity reserves the right to accept or reject any tender / bid on technical / administrative grounds under Rule 33 (l) of the PPRA Rules, 2004.

15. Successful bidder shall be bound to execute an agreement with the procuring entity
 - 15.1. The formal Agreement between the Employer and the successful bidder shall be executed within 14 days of the receipt of the Contract Agreement by the successful bidder from the Employer and all terms and conditions including tender notice shall be binding on the bidder.
16. Bid validity period will be 180 days from the date of submission of bid.
 - 16.1 In exceptional circumstances, prior to expiry of the original bid validity period, the Employer/ Cantonment Board Peshawar/ Procuring Agency may request that the bidders extend the period of validity for a specified additional period which shall in no case be more than the original bid validity period. The request and the responses thereto shall be made in writing. A bidder may refuse the request without forfeiting his Bid Security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his Bid Security for the period of the extension, and in compliance with condition 2.1 in all respects.
17. Other terms & conditions pertaining to the works can be seen in the Office of the Cantonment Board Peshawar at any working day during office hours.
18. As per PPRA Rule 33, the procuring agency may reject all bids or proposals at any time prior to the acceptance of a bid or proposal. The procuring agency shall upon request communicate to any supplier or contractor who submitted a bid or proposal, the grounds for its rejection of all bids or proposals, but is not required to justify those grounds.



FORM OF BID

CANTONMENT BOARD PESHAWAR		
Tender for Contract for Works		
<u>TENDER FOR WORKS</u>		
<p>I / We hereby tender for the execution of the work specified in the tender documents within the time specified as per work order on the basis of MES Schedule of Rates 2025 and in accordance in all respects with the specifications, designs, drawings and instructions enclosed referred to in the Notice of Tender and printed conditions of contract maintained at office of the Cantonment Executive Officer, Peshawar Cantt.</p>		
<u>MEMORANDUM</u>		
(a)	General Description	Construction of 17 x Shops 1st Floor at Al-Nafa Markaz Block-C, Shoba Bazar
	Schedule Items	Rs. _____ % BELOW / ABOVE
(b)	Estimated Cost	<u>Rs.38.650 Million</u>
(c)	Earnest Money	<u>Rs. 0.773 Million</u>
(d)	Security Deposit	<u>Rs. 2% of the Estimated Cost</u>
(e)	Percentage, if any to be deducted from bills	<u>As per Agreement</u>
(f)	Time allowed for the work from date of written order to commence	<u>As per work order</u>
<p>Should this tender be accepted, I / We hereby agree to abide by and fulfill all the terms and provisions of the conditions of the contract, which would be read and signed, or in default thereof to forfeit and pay to the CANTONMENT BOARD PESHAWAR or his successors-in-office the sums of money mentioned in the said conditions.</p>		
<p>It is fully understood and agreed upon that the Cantt Board may refuse to accept this or any tender without assigning reasons thereof and that even should this my / our tender be accepted the Cantt Board has full power to hold back from my / our any part of or all the works and if it thinks fit to abandon or complete the work or works by any other agency without rendering itself liable to any compensation in any such event and in case of non-execution of work, earnest will be forfeited towards Cantt Fund Account.</p>		
<p>CDR/PO/DD of amounting to Rs. _____ of scheduled Bank _____, Branch _____ dated _____ is enclosed.</p>		
<p>Issued to M/s _____ on payment of usual fee</p>		
<p align="center">_____ Signature of Tenderer</p>		

AGREEMENT

This agreement is made on ____ Day of _____, _____ between the Cantonment Board Peshawar hereinafter called the Board which expression shall include their successors and assigns of the one part and M/s _____, hereinafter called the contractors of the other part which expression shall include their heirs and successors in interest. Whereas the lowest rates have been approved by the Board vide CBR No. _____, dated _____, both the parties do hereby agreed on the following terms and conditions:-

- (1) That the rates of _____% Above/Below on MES Schedule of rates 2025 (amended upto date) have been approved by the Board vide CBR No. _____, dated _____ for C _____ at an estimated cost of Rs. _____ (M).
- (2) That the work shall be carried out strictly in accordance with the approved specifications. If the use of material not in accordance with the approved specification given in the tender documents the Executive Officer or Chief Cantonment Engineer shall at any time at a short notice to the contractor, demolish remove or make good the defective work at the risk and cost of the contractor. And further that if after the certificate of completion has been given, the contractor shall make good within one year of the final payment made the defective work or the Cantonment Executive Officer shall be at liberty to remove the defects at the risk and cost of the contractor. The amount so incurred on the work shall be recoverable from the security of the contractor held by this Board.
- (3) That the work shall be completed within _____ days. The work throughout the specified period shall be executed with due diligence during the currency of contract. If the time is not extended by the Cantonment Executive Officer than the contractor shall pay as compensation to the Board upto Rs.5000/- for every day the work remains unfinished after specified date given in the work order.
- (4) That if the contractor desires an extension in the time limit for completion of the work on the grounds which are unavoidable and beyond the control of the contractor, he shall apply in writing to the Cantonment Executive Officer, at least four days before, the date of completion of the work, stating reasons, and the Cantonment Executive Officer, may extend the time, whose decision shall be final.
- (5) That if the contractor fails to execute and complete the work within the time period allowed to him or within the extended period, the Board shall have a right to get the work executed from any other agency at the risk and cost of the contractor and recover the extra cost so incurred from the security or otherwise. No work shall be carried out on holidays except with prior permission in writing of the Cantonment Executive Officer.
- (6) The Board shall have a right to get the work executed from any other agency at any time without assigning any reason to the contractor.
- (7) The Cantonment Executive Officer shall have power to make any alteration or addition to the original specifications that may appear to him necessary for advisable during the progress of the work and contractor shall be bound to carry out the same in accordance with the instructions which may be given to him in writing by the Cantonment Executive Officer. It shall also be lawful for the Cantonment Executive Officer to get any of the construction work executed departmentally where it deems necessary.
- (8) The quantum of work may vary and the successful contractor shall be bound to execute the work as per approved rates.
- (9) The contractor shall not assign or sublet the contract without the permission in writing of the Board/CEO. If he does so he shall be liable to loss the additional expenses incurred in getting the work completed.

- (10) That the material should be stacked at the site and not used until it has been approved the Cantonment Executive Officer or Cantonment Engineer.
- (11) That the contractor's agent shall always be present at the site of the work to attend to the orders issued by or on behalf of the Board/CEO. The name of such an authorized agent shall be notified in writing, to the Cantonment Executive Officer before hand.
- (12) That the payments shall be made on supply and fixing of the goods on its completion and after it has been taken on charge provided that the Cantonment Executive Officer, may in his discretion pay running bill upto 90% value of the work done by the contractor which is satisfactory in all respects. The 5% out of 10% so retained will be released with the final payment subject to the condition that work is satisfactory in all respects. The security will be refunded/paid to the contractor after full settlement of the Audit of that contract.
- (13) In respect of poor portion of work noticed at the time of taking over certain percentage will be deducted as decided by Cantonment Executive Officer.
- (14) The contractor shall submit together with his tender application earnest money equal to 2% (two percent) of the total deposit at Call of an approved Schedule Bank of Pakistan in favour of Cantonment Executive Officer, Peshawar Cantt.. The deposit at Call will be retained by the Cantonment Board and applied towards the damage suffered by the Cantonment Board if the contractor should default in commencing of the work order the contract within seven days from the date of execution of Contract Agreement. 2% earnest money of the estimated cost of the contract which will be released at the satisfactory completion of the work.
- (15) Where it is discovered that any over payment has been made to the contractor in respect of any work done by him or allowed to him under this contract such over payment shall be recovered by the Cantonment Executive Officer from the contractor by deduction from any bill of the contractor from his properties as arrears of land revenue.
- (16) All work under or in course of execution or executed in pursuance of this contract shall, at all times, be open to inspection and supervision of the Cantt Executive Officer/Chief Cant Engineer and the Cantt Overseer or any official authorized in this behalf by the Cantt Executive Officer.
- (17) If the contractor or his workmen or servants shall break, deface, injure or destroy any part of building in which they may be working or any building, road fence, enclosure or grassy land or cultivated ground contiguous to the premises in which the work or any part of it is being executed, the contractor shall make good at the risk and expenses of the contractor and deduct the expense from any payment that may then be due to the contractor or out of his security or in accordance with clause (16) above.
- (18) If the contractor becomes insolvent or commence any insolvency proceedings or make any composition with his creditors or attempts to do so if any bribe gratuity, gift, requisite reward or advantage peculiar or otherwise shall direct or indirectly be given promised or offered by the contractor or any of his servants or agents to any of the officer or person in the employee of the Board, in any way relating to his office or employment or any of such officer or the person shall become in any way directly or indirectly interested in the contract then the contract shall stand determined and security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of the Board.
- (19) The contractor shall indemnify the Board, its officer and all servants against all claims in respect of any injury or damage arising out of or in connection with the execution of this contract to any person or property.

- (20) The contractor shall take all reasonable fire precautions to minimize fire risks and shall conform to such instructions as may be given from time to time, in writing, by the Cantonment Executive Officer.
- (21) The contractor shall bear the octroi duty or terminal tax or any other tax on building material etc imported by him for the work done under this contract.
- (22) For continuous un-satisfactory work, the contract will be terminable at the option of the Board by giving fifteen days notice to the contractor and the Board shall be at liberty to forfeit the security deposit in full or in part, as the Board may determine.
- (23) At any time during the execution of the contract, if the work of the contractor is found un-satisfactory and not in accordance with the approved specifications the Board shall be competent to get the defects removed through some other agency at the risk and cost of the contractor besides this the Board shall also be competent to get the un-executed work done through other agency at the risk and cost of the contractor. Any extra expenses that may be incurred under this clause may be recovered from the contractor or from his security deposit or from any other sum or sums that may then or at any time be due to the contractor or from his property as arrears of land revenue.
- (24) If the contractor abandons the work or keep it suspended for a period exceeding fifteen days consecutively for the reasons which are not beyond his control, the Board shall have the rights to determine the work after serving seven (07) days notice and get the remaining work completed/executed through any other agency at the risk and cost of the contractor.
- (25) If at any time the Board decides for any reason to do away this work and to replace/change any other work in place of this work, the contractor will undertake the replaced work without any objection at the rates already approved for the category of that replaced work in the yard stick.
- (26) The contractor shall refrain from using objectionable language and restrict himself in stating facts of the case in any petitions or representation shall in connection with this contract be submitted through proper channel i.e. the Cantonment Executive Officer and that any disregard of this condition may lead to cancellation of the contract without any liability for payment of compensation for any loss that the contractors may sustain as a result.
- (27) The contractor shall not appoint such persons as his agent, who is the defaulter of the Board or may have been black listed by the Board or any other department.
- (28) The non-availability of any material will not be considered an excuse for any change in the design or specifications. No material will be supplied by the Board.
- (29) The contractor shall be responsible for compensation of his workmen under the Workmen's Compensation Act.
- (30) That the terms and conditions contained in the tender notice for this work shall form part and parcel of this Agreement.
- (31) The quoted rates shall be valid till the completion of work and in no case any escalation shall be admissible on any pretext.
- (32) The contractor shall not assign or sublet the contract in any case. If contractor / firm found involved at any stage shall be liable to cancellation of contract at his / their own risk and cost and the already deposited 5 % earnest money shall be forfeited. The case for blacklisting of contractor / firm shall also be placed before the Board.
- (33) All Govt. taxes shall be deducted from the bill as per rules.

- (34) Cantonment Board Peshawar shall not supply any kind of material and machinery to the contractors.
- (35) The successful contractor / firm will have to complete all material / lab tests from University of Engineering & Technology, Peshawar OR Military College of Engineering (Lab Section), Risalpur Cantt, before processing of bills at his / their own expenses.
- (36) That wiring test reports etc duly attested by the Electric Inspector, KPK shall be provided by the contractor/firm, however, payment of demand notices shall be paid by the Cantt Board Peshawar.
- (37) That contractor will not enter into litigation against any matter during execution of the work.
- (38) Technical staff mentioned in company profile should be available at site during execution of work.
- (39) The requisite machinery should be available at site before starting the work.
- (40) In case any dispute arising during the substance of the contract, it shall be referred to the Director, Military Lands and Cantonments, Peshawar Region, Peshawar Cantt who shall be the sole arbitrator and his decision shall final and binding on both the parties.

In witness whereof the above parties have here to set their hands and seals on the day and year written first above.

M/s _____
 Name _____
 CNIC # _____
 Seal _____

Vice President,
 Cantonment Board Peshawar.

Witnesses

Signature _____
 Name _____
 CNIC # _____

Signature _____
 Name _____
 CNIC # _____

COUNTERSIGNED

**Cantonment Executive Officer
 Peshawar**

BOQ
FORM OF PUBLIC WORKS ESTIMATE

1. Location and Description and Work to be done.	Construction of 17 x Shops 1st Floor at Al-Nafa Markaz Block-C, Shoba Bazar
--	--

DETAIL OF MEASUREMENT SHEET											
S.No	Detail of works	No.	Measurement				Quantity	Per	Rate	Cost	Remarks Schedule
			L	B	H	Item					
Civil Work											
1	P/L of P.C.C(1:2:4) using crushed stone specified	all as								12--13	
	1st Section	1	130.00	59.00	0.25	1917.50					
					Total Qty	1917.50	cft				
					Or	54.29	cum	7353.00	399190		
2	Supply & fabricate M.S. reinforcement for cement concrete (Hot rolled deformed bars Grade 60)										
					Or	35000.00	Kg	154.00	5390000.00		
	P/L R.C.C 1:2:4 Using crushed stone in slab all as specified.									03--9	
	1st Section	1	130.00	59.00	0.50	3835.00					
					Total Qty	3835.00	cft				
					Or	108.58	cum	13547	1470915.77		
	P/L R.C.C 1:2:4 Using crushed stone in Coulmns as specified.									3--10	
ist/ Floor											
	Coulmn C5	28	1.50	1.50	9.00	567.00					
	On reating wall parking side Beam	5	130.00	1.50	1.50	1462.50					
	On center Beam	7	131.00	2.00	1.25	2292.50					
	Stair	1	36.00	6.00	0.50	108.00					
		0.5	23	131.00	0.50	436.89					
					Total Qty	4322.00	cft				
					Or	122.37	cum	13921.00	1703470.05		
	B.B Work in 1:4 CM all as Specified ist/floor roof Level									3--28	
	Brick Work in 1st Section	3	130	0.375	9.00	1316.25					
	Brick Work in 1st Section	9	39.16	0.375	9.00	1189.49					
					Total Qty	2505.73	cft				
					Or	70.94	cum	13429.00	952704.28	4--8	
	13mm thick cement plaster in 1:4 CM all as specified.									3--28	
	ist/ Floor Plaster										

		6	130.00		57.00	44460.00				
		18	40.00		46.00	33120.00				
		1	130.00		59.00	7670.00				
					Total Qty	85250.00	Sft			
					Or	7922.86	Sqm	322.00	2551162	13--4
	Providing and laying Standard quality marble tiles (Sunnygrey, Badel, Ziarat grey, Sunny white, zebra, Taveera boticina, any size, 20 mm thick including setting, jointing, bonding and chemical polishing, complete all as specified.									12--38
		1	130.00		59.00	7670.00				
					Total Qty	7670.00	Sft			12--39
					Or	712.83	Sqm	3531.00	2516986.06	
	P/F of CGI Roller Doors (16SWG) Locking Handle, Rolling wheel completed all respect.									NSI
		17	10.00		8.00	1360.00				
					Total Qty	1360.00	Sft			
					Or	1360.00	Sft	1600.00	2176000.00	
	Upvc pressure pipe 110 mm dia class C									20--47
		6	28.00			168.00				
					Total Qty	168.00	Rft			
					Or	51.22	Rm	727.00	37236.59	
	Providing and laying, one layer of 300 mm x 150 mm x 50 mm Flat brick tiles in roof, laid on half bricks on edge forming space in between, bedded, jointed and pointed in CM 1:3 including 300 mm x 75 mm x 100 mm CC perforated tiles, set in CM 1:3 all round, including two coats of white washing on top, complete as shown in Figure 10-1 (Coat of hot bitumen on the surface forming bed of half brick on the edge, to be paid separately, if ordered).									10--57+10--58
	Rcc Outer Wall	1	130.00		59.00	7670.00				
					Total Qty	7670.00	Sft			
					Or	712.83	Sqm	1437.00	1024329.93	
	Distemper with polyvinyle distemper on new surface preparation all as spd.									15--6+7+7+84

	ist/ Floor Plaster	6	130.00		57.00	44460.00				
		18	40.00		46.00	33120.00				
		1	378.00		3.00	1134.00				15-- 4+5+5+52
					Total Qty	78714.00	Sft			
					Or	7315.43	Sqm	234.00	1711810.04	
	Apply 3x Coat of Weather Resistant paint on exterior wall for new surface.									
	Col	28	6.00		11.00	1848.00				15- 52+58+59+ 59
		1	6.00		11.00	66.00				
					Total Qty	89011.43	Sft			
					Or	8272.44	Sqm	412.00	3408244.25	
	Electrical Work									
	One fan point or one light point or one bell point, controlled by one switch, wiring complete, with PVC single core cable 1.5 mm ² , in Surface conduit, stove enameled, supply and fixing.									24--12
	ist/Floor Shops	17	5.00			85.00				
	Corridooors	2	12.00			24.00				
					Or	109.00	Each Point	2180.00	237620.00	
	S/F of one light point controlled by one switch wiring complete with pvc single core 1.5mm ² in concealed PVC conduit.									24--12
	ist/Floor Shops	5	3.00			15.00				
					Or	15.00	Each Point	2180.00	32700.00	
	Board/junction Boxes 75mmx75mm									24--567
		25				25.00				
					Or	25.00	Each Point	243.00	6075.00	
	Board/junction Boxes 75mmx150mm									24--565
		4				4.00				
					Or	4.00	Each Point	202.00	808.00	
	Switch,Sp Socket Out let 33pins 20A shutter patternen mounted in back lite box									24--626
		25				25.00				
					Or	25.00	Each Point	616.00	15400.00	
	S/F Fan Box concealed of for girder									24--626
		25				25.00				
					Or	25.00	Each Point	284.27	7106.75	

	S/F Daimer for Ceiling fan any sweep										24--776
		25				25.00					
					Or	25.00	Each Point	336.00	8400.00		
	Ten gang switch 10 A 250 volts Complete, including PVC/steel back box with proper screws Supply & fixing										24--767
		25				25.00					
					Or	25.00	Each Point	1207.00	30175.00		
	S/F switch sp socket outlet 3 pin 20 amp shuted pattern mounten in backlite box complete(Ac etc)										24--829
		85				85.00					
					Or	85.00	Each Point	690.00	58650.00		
	S/F Conduit 50mm dia heavy gauge class B complete surface wiring(for Main supply)										24--422
		79				791.00					
		1			Or	791.00	Per Meter	675.00	533925.00		
	S/F -Do---But 50mm2 (For Main)										24--430
		15				150.00					
		0			Or	150.00	Per Meter	943.00	141450.00		
	S/F -Do---But 6mm2 (For Ac etc)										24--643
		0				0.00					
		20				200.00					
		0			Or	200.00	Per Meter	539.00	107800.00		
	DB (ist/Floor) S/F Distribution Board steel sheet(16G) with hinged over having locking arrangment duly enamelled paint suitable for housing different capacities of MCCBs etc(0.3mmx0.45mm)=0.135sqm										24--747
		0	0.00			0.00					
		2	0.00			2.00					
					Or	2.00		28118.00	56236.00		
	MCCB SP,6-63A										24--366
		4	10.00			40.00					
			0		Or	40.00	Each	540.00	21600.00		
	MCCB SP,6-63A Double pole										24--367
		2	10.00			20.00					
			0								

						Or	20.00	Each	1383.00	27660.00	
	Earth Leakage Circuit Breaker four poles 500/660v,50/60 Cycle complete with earth leakage										

	over load and short circuit protection 15 to 200A										
			0	1.00			0.00				
			0	1.00			0.00				
						Or	0.00	Each	37781.00	0.00	
	Fused with neutral Bus Bar										24-- 419
			1	2.00			2.00				
						Or	2.00	Each	1530.00	3060.00	
	S/f of L.E.D rod 40 watt										
			1	45.00			45.00				
						Or	45.00	Each	2000.00	90000.00	
	S/f of Power Plug										
			1	22.00			22.00				
						Or	22.00	Each	2200.00	48400.00	



Construction of 17 X Shops 1st Floor at Al-Nafa Markaz Block-C, Shoba Bazar



[Signature]
 Muzaffar Uddin
 Manager
 Peshawar Region Peshawar

[Signature]
 Cantonment Overseer
 CB, Peshawar

[Signature]
 Assistant Engineer
 CB, Peshawar

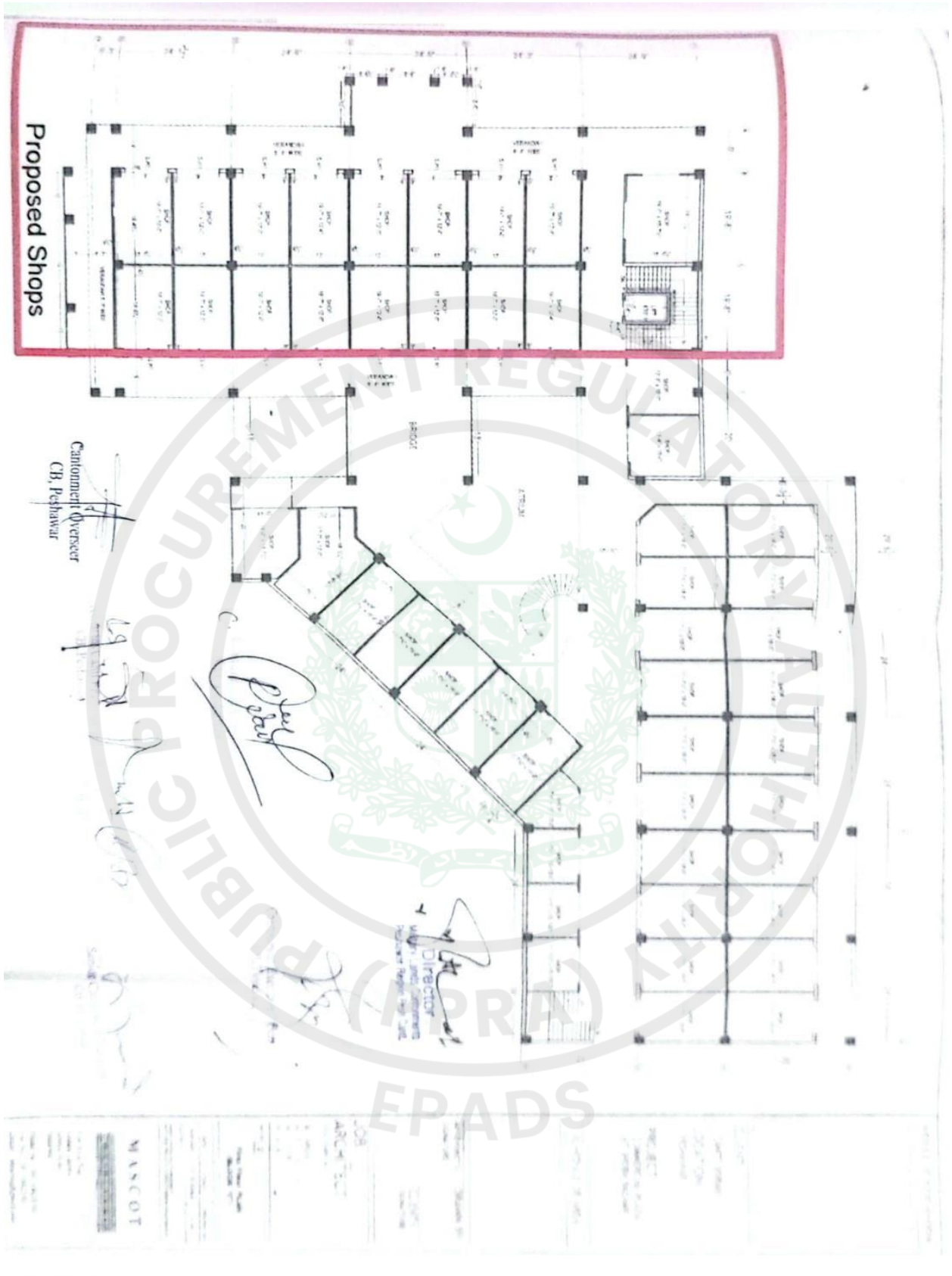
[Signature]
 Cantonment Engineer
 CB, Peshawar

[Signature]
 Senior Cantonment Engineer
 CB, Peshawar

[Signature]
 Cantonment Engineer
 CB, Peshawar

[Signature]
 Cantonment Engineer
 CB, Peshawar

Mascot
 Consultants



Evaluation Criteria

Technical Evaluation Criteria

General Experience

Sr. No.	Description	Marks Assigned	Explanation for Marks Obtained
a)	Project of similar nature and complexity Completed in last fifteen years. No Marks are awarded in case no project of similar nature and complexity in last fifteen years	15	<ul style="list-style-type: none"> 12 Marks are given if the contractor has completed at least 1 project of similar nature in last fifteen years. Full Marks are given in case of 2 projects or more.
b)	Projects of similar nature and complexity in-hand. No Marks are awarded in case no project of similar nature and complexity in-hand	15	<ul style="list-style-type: none"> 12 Marks are given if the contractor has 1 project of similar nature in-hand. Full Marks are given in case of 2 projects or more.
c)	Enlistment record with Government Organizations & other agencies	5	<ul style="list-style-type: none"> 1 Mark for each enlistment up to maximum of five enlistments.
Total Marks Allocated			35

Personnel Capabilities

Requirement of Employer/User will be varied from Project to Project. However, following factors may be used as a guideline:

Sr. No.	Description	Marks Assigned	Explanation for Marks Obtained
i)	B.Sc Engineer registered with Pakistan Engineering Council (PEC) or Associates Engineer (DAE)	15	<p>Experience (3-Marks) :</p> <ul style="list-style-type: none"> 12 Marks will be given if at least 1 no. of B.Sc Engineer or Associates Engineer (DAE). Full Marks are given in case of 2 or more B.Sc Engineers or 2 x Associates Engineers (DAE)
Total Marks Allocated			15

Equipment Capability

Sr. No.	Description	Marks Assigned	Explanation for Marks Obtained
1	1 x Concrete Mixer (Manual)	20	Total Marks = (Marks Obtained/120) * 20
2	1 x Dumper Truck/Trolley	20	
3	Form Work	20	
4	Scaffolding Pipe	20	
5	1 x Water Tanker	20	
6	Manual Tools (Hammer, Shovel, Spade)	20	
Total Marks Allocated			20

Financial Soundness

Sr. No.	Description	Marks Assigned	Criteria for Marks Obtained
a)	Available Bank Credit Line	5	<ul style="list-style-type: none">3 Marks are given if the available bank credit line limit is equal to 10 Million.For limit less than 10 Million, use following weightage $3 \times (A/10)$Full marks will be given in case of 15 million or more
b)	Working Capital in last 3 years	5	<ul style="list-style-type: none">3 Marks are given if the available average working capital for last three years is equal to 20 Million.For the capital less than 20 million use following weightage $3 \times (A/20)$Full marks will be given in case of 25 million or more
c)	Registration with income tax department	10	<ul style="list-style-type: none">No points will be given if income tax certificate is not attached
d)	Litigation History in which Decision has been given against the firm(s)	5	<ul style="list-style-type: none">In case the firm is involved in any litigation, no marks will be given and 5 points will be added in case affidavit of no litigation is attached.
e)	Blacklisting from any agency	5	<ul style="list-style-type: none">In case the firm is blacklisted, no Marks will be given and 5 points will be added in case affidavit by the company that it has not been black listed is attached.
Total Marks Allocated			30

Qualification Criteria

Financial Bid as demonstrated by the Applicant's responses in the forms attached to this letter. Cantt Board Peshawar reserves the right to waive minor deviations, if these don't materially affect the capability of an applicant to perform the contract. Sub-contractor's experience and resources shall not be taken into account in determining the Applicant's compliance with the qualifying criteria. *Technical Qualification status shall be decided on the basis of Pass/Fail basis. The applicant must secure at least 50% score overall in technical bid.*

SPECIAL STIPULATIONS
Clause Conditions of Contract

1.	Law applicable	The law to be applied is the Cantonments Act, 1924 (II of 1924), Pakistan Cantt Accounts Code 1955 and PPRA Rules, 2004 (as amended upto-date)
2.	Amount of Performance Security (In case of lowest tendered rate is less than At Par MES SOR 2025)	10% of Contract Price stated in the Letter of Acceptance in the form of Deposit at Call from any schedule Bank of Pakistan.
3.	Time for Commencement	Within 14 days from the date of receipt of CBP Notice to Commence which shall be issued within 14 days after signing of Contract Agreement.
4.	Time for Completion	As per work order
5.	Amount of Liquidated Damages	One tenth of one percent (0.10%) for each day of delay in completion of the Works subject to a maximum of 10% of Contract Price stated in the Letter of Acceptance.
6.	Defects Liability Period	365 Days from the effective date of completion
7.	Percentage of Retention Money	10% of the amount of Interim Payment Certificate.
8.	Limit of Retention Money	5% of Contract Price stated in the Letter of Acceptance.
9.	Water Supply and Electricity	All arrangements for water supply and Electricity during execution of works shall be made by the Contractor at his own cost. All charges shall be deemed included in the bid price of the contractor.
10.	Water Charges	The contractor shall have to be pay 0.35% royalty (water charges) for the water drawn from underground aquifer of the site, which shall be deducted from each IPC.

Authorized Signature and Office Seal: _____

Name: _____

Date: _____