



TENDER # NADRA-HQ-RFB-14/2026

Issue Date of Tender -----January, 2026



(Single Stage Two Envelop Procedure)

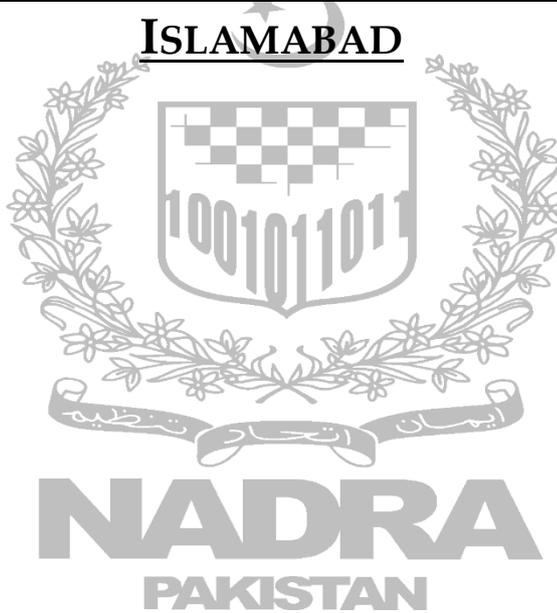
(National Competitive Bidding)

STANDARD BIDDING DOCUMENTS

FOR

RENOVATION AND CIVIL WORK AT HQ NADRA

ISLAMABAD



NATIONAL DATABASE & REGISTRATION AUTHORITY

NADRA



Standard Bidding Documents

For

Procurement of Works

PART-A – BIDDING PROCEDURE & REQUIREMENTS

Section I - Invitation for Bids

Section II- Instructions to Bidders (ITB)

This Section provides information to help Bidders prepare their Bids. Information is also provided on the submission, opening, and evaluation of Bids and on the award of Contracts. *(This Section contains provisions that are to be used without modifications.)*

Section III- Bid Data Sheet (BDS)

This Section includes provisions specific to procurement and to supplement Section-II, Instructions to Bidders. *(This section may be customized where option is available, in accordance with the requirements of the Procuring agency/Employer).*

Section IV - Eligible Countries

This Section contains information regarding eligible countries.

Section V – Evaluation and Qualification Criteria

This section contains information regarding evaluation and qualification criteria including domestic preference.

Section VI – Works Requirements, Technical Specifications, Drawings, Supplementary Information and Bill of Quantities

This Section includes the Drawings, and supplementary information that describe the Works to be procured. *(To be filled by the Procuring agency/Employer).*

Section VII – Standard Bidding Forms

This Section includes the standard forms for the Bid Submission, Price Schedules, and Bid Security etc. These forms are to be completed and submitted by the Bidder as part of its Bid.

PART-B – CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section VIII - General Conditions of Contract (GCC)

This Section includes the general clauses to be applied in all the contracts. *(This Section contains provisions that are to be used without modifications).*

Section IX - Special Conditions of Contract (SCC)

This Section consists of Contract Data and Specific Provisions which contains clauses specific to this contract. *(This section may be customized where option is available, in accordance with the requirements of the Procuring agency/Employer).*

Section X - Contract Forms

This Section contains forms which, once completed, will become part of the Contract including Letter of Acceptance, Contract Agreement, Integrity Pact and other relevant forms. The forms for **Performance Security/ Guarantee and Beneficial Owners Information** will be provided by the successful bidder to whom Letter of Acceptance is issued, before the award of contract.



PART-A
BIDDING PROCEDURE & REQUIREMENTS
SECTION I: INVITATION FOR BIDS

National Database and Registration Authority (NADRA)



Bid No. NADRA-HQ-RFB-14/2026

For

RENOVATION AND CIVIL WORK AT HQ NADRA ISLAMABAD

Invitation to Bids

Date: January 23rd, 2026

1. This Invitation to Bids follows the Procurement Notice (PN) No. NADRA-HQ-RFB-14/2026 for the subject Procurement which appeared on EPADS, PPRA & NADRA Website vide dated January 23rd, 2026 and subsequently daily newspapers.
2. The Procuring Agency has reserved the funds for the procurement planned during the financial year **2025-26**. It is intended that part of the proceeds of the fund will be used to cover eligible payment under the contract for **Renovation and Civil Work at HQ NADRA Islamabad**.
3. NADRA invites sealed bids from **Eligible Bidders** for **Renovation and Civil Work at HQ NADRA Islamabad**.
4. The bidding shall be conducted in line with the Single Stage Two Envelope procedure of the Public Procurement Rules 2004 and any Regulations, Regulatory Guides, Procurement Guidelines or Instructions issued by the Authority (from time to time), and is open to all potential bidders.
5. Pre-Bid Meeting will be held on **3rd February 2026 (11:00 a.m)** at NADRA HQ G-5/2 Islamabad.
6. All bids must be accompanied by a Bid Security in an acceptable form in the amount **For Rs. 152,000/-** or freely convertible currencies in case of foreign Bidders.
7. E-bidding documents as per regulations, containing detailed terms and conditions, specifications and requirements etc, are available for the registered bidders **on EPADS at <https://eprocure.gov.pk>**
8. The electronic bids, must be submitted by using EPADS on or before **12th February, 2026** at 11:00 am. **Manual bids, shall not be accepted**. Electronic bids will be opened on the same day i.e **12th February, 2026** at 11: 30am. The hard copy of the **Bid security (in Original)** must be submitted on or before **12th February, 2026** at 11:00 am otherwise electronic bid will not be accepted.
9. The bids (or technical part of the bids as the case may be) will be opened on EPADS, thereafter in public and in the presence of bidders' representatives who choose to attend in the opening at the Conference Room of Procurement Department, HQ, NADRA (Ex-Facilitation Center) State Bank of Pakistan Building, Shahrah-e-Jamhuriat G-5/2, Islamabad.

Note: Procuring Agency will not be responsible for any technical issue occurred at E-PADS related to the bidder's module. Bidder will be sole responsible for timely submission.

Director General
Procurement Department
NADRA HQ State Bank of Pakistan Building,
Shahrah-e-Jamhuriat, Sector G-5/2, Islamabad.



Table of Contents

A. INTRODUCTION.....	6
1. Scope of Bid.....	6
2. Source of Funds.....	6
3. Eligible Bidders.....	6
4. Eligible Material and Equipment.....	7
5. One Bid per Bidder.....	8
6. Cost of Bidding.....	8
B. BIDDING DOCUMENTS.....	8
7. Contents of Bidding Documents.....	8
8. Clarification of Bidding Document, Pre-bid Meeting.....	9
9. Amendment of Bidding Documents.....	9
C. PREPARATION OF BIDS.....	10
10. Language of Bid.....	10
11. Documents Establishing Eligibility of Material, Equipment and Works, their Conformity to Bidding Documents.....	10
12. Documents Establishing Eligibility and Qualification of the Bidder.....	11
13. Letter of Bid and Schedules.....	11
14. Letter of Bid.....	11
15. Bid Prices.....	11
16. Currencies of Bid and Payment.....	12
17. Documents Comprising the Technical Proposal.....	12
18. Bid Validity Period.....	12
19. Bid Security or Bid Securing Declaration.....	13
20. Alternative Bids by Bidders.....	14
21. Withdrawal of Bids.....	14
22. Format and Signing of Bid.....	14
D. SUBMISSION OF BIDS.....	15
23. Sealing and Marking of Bids.....	15
24. Deadline for Submission of Bids.....	16
25. Late Bids.....	16
26. Substitution and Modification of bids.....	16
E. OPENING AND EVALUATION OF BIDS.....	16
27. Opening of Bids.....	16
28. Confidentiality.....	17
29. Clarification of Bids.....	18
30. Preliminary Examination of Bids.....	18
31. Examination of Terms and Conditions; Technical Evaluation.....	19
32. Correction of Arithmetic Errors.....	20
33. Conversion to Single Currency.....	21
34. Evaluation of Bids.....	21
35. Domestic Preference.....	22
36. Determination of Most Advantageous Bid.....	22
37. Qualification of Bidder.....	22
38. Sub-Contractors.....	22
39. Abnormally Low Financial Bid.....	23
F. AWARD OF CONTRACT.....	24



40. Criteria of Award.....	24	
41. Negotiations.....	24	
42. Procuring agency/Employer’s Right to reject All Bids.....	24	
43. Variations	25	
44. Instructions for variations.....	25	
45. Valuation of Variations	25	
46. Notification of Award	25	
47. Signing of Contract	26	
48. Performance Security (or Guarantee).....	26	
49. Advance Payment.....	26	
50. General Performance of the Bidders	27	
51. Corrupt & Fraudulent Practices.....	27	
F. GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM	27	
52. Constitution of Grievance Redressal.....	27	
53. GRC Procedure.....	27	
G. MECHANISM OF BLACKLISTING	28	
54. Mechanism of Blacklisting.....	28	
SECTION III: BID DATA SHEET Bid Data Sheet (BDS)	30	
Section IV. Eligible Countries	34	
SECTION V: WORKS REQUIREMENT, TECHNICAL SPECIFICATIONS, DRAWINGS, SUPPLEMENTARY INFORMATION AND BILL OF QUANTITIES.....	41	
Scope of Works	42	
Technical Specifications.....	Error! Bookmark not defined.	
Drawings	43	
(Insert reference to the drawing of the Construction works to be carried out under this contract)		43
Supplementary Information	Error! Bookmark not defined.	
Bill of Quantities.....	43	
Bill of Quantities.....	Error! Bookmark not defined.	
SECTION VI: STANDARD BIDDING FORMS	49	
Notification of Award	77	
Performance Guarantee Form	79	
Integrity Pact	80	



SECTION II: INSTRUCTION TO BIDDERS (ITBs)

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

A. INTRODUCTION

1. Scope of Bid	1.1	The Procuring agency/Employer (PA), as indicated in the Bid Data Sheet (BDS) invites Bids for the execution of Works as specified in the BDS and Section V- Works Requirements . The name, identification, and number of lots (contracts) of this National/ International Competitive Bidding process are specified in the BDS.
2. Source of Funds	2.1	Source of funds as referred in Bid Data Sheet.
3. Eligible Bidders	3.1	A bidder may be natural person, company or firm or public or semi-public agency of Pakistan or any foreign country, or any combination of them with a formal existing agreement (on Judicial Papers) in the form of a joint venture or consortium. In the case of a joint venture or consortium, all members shall be jointly and severally liable for the execution of the Contract in accordance with the terms and conditions of the Contract. The joint venture or consortium shall nominate a Lead Member as nominated in the BDS, who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture or consortium during the Bidding process, and in case of award of contract, during the execution of contract. <i>(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).</i>
	3.2	The appointment of Lead Member in the joint venture or consortium shall be confirmed by submission of a valid Power of Attorney to the Procuring agency/Employer
	3.3	Verifiable copy of the agreement that forms a joint venture or consortium shall be required to be submitted as part of the Bid.
	3.4	Any bid submitted by the joint venture or consortium shall indicate the part of proposed contract to be performed by each party and each party shall be evaluated (or post qualified if required) with respect to its contribution only, and the responsibilities of each party shall not be substantially altered without prior written approval of the Procuring agency/Employer and in line with any instructions issued by the Authority.
	3.5	The invitation for bids is open to all prospective bidders subject to any provisions of incorporation or licensing by the respective national/ international incorporating agency or statutory body established for that particular trade or business.
	3.6	Foreign Bidders must be locally registered with the appropriate national incorporating body or the statutory body, before participating in the national/international competitive bidding with the exception of such procurements made by the foreign missions of Pakistan. For such purpose the bidder must have to initiate the registration process before the bid submission and the necessary evidence shall be submitted to the Procuring agency/Employer along with their bid, however, the final award will be subject to the complete registration process.
	3.7	A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidders may be considered to have a conflict of interest with one or more parties in this Bidding process, if they: a) are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring



		<p>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</p> <p>b) any of its affiliates has been hired (or is proposed to be hired) by the Procuring agency/Employer as Engineer for the Contract implementation; or</p> <p>c) The works to be executed are resulting from or directly related to consulting services for the preparation or implementation of the project that the bidder provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm;</p> <p>d) have controlling shareholders in common; or</p> <p>e) receive or have received any direct or indirect subsidy from any of them; or</p> <p>f) have the same legal representative for purposes of this Bid; or</p> <p>g) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder, or influence the decisions of the Procuring agency/Employer regarding this Bidding process; or</p> <p>h) Submit more than one bid in this bidding process.</p>
	3.8	<p>A Bidder may be ineligible if –</p> <p>(a) he is declared bankrupt or, in the case of company or firm, insolvent;</p> <p>(b) payments in favor of the bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting (in accordance with the national laws) in the total or partial loss of the right to administer and dispose of its property;</p> <p>(c) legal proceedings are instituted against such bidder involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property;</p> <p>(d) the bidder is convicted, by a final judgment of a Court of Law or relevant Professional Statuary Body, of any offence involving professional conduct;</p> <p>(e) The bidder is debarred/ blacklisted by a national level Procuring agency/Employer and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of bid securing declaration.</p> <p>(f) The bidder is blacklisted or debarred by a foreign country, international organization, or other foreign institutions for the period defined by them.</p>
	3.9	Bidders shall provide to the Procuring agency/Employer evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.
	3.10	Bidders shall provide such evidence of their continued eligibility to the satisfaction of the Procuring agency/Employer, as the Procuring agency/Employer shall reasonably request.
	3.11	Bidders shall submit proposal relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract is envisaged.
4. Eligible Material and Equipment	4.1	All the material and equipment to be mobilized under the contract shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to such materials and equipment. For this purpose, ineligible countries are stated in the section-IV titled as “Eligible Countries”.
	4.2	For purposes of this Clause, “origin” means the place where the material, equipment is produced, manufactured, or processed, or through manufacture, procession, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components or the place from where the services are/to be supplied.



	4.3	The nationality of the bidder shall not determine the origin of the material and equipment.
	4.4	To establish the eligibility of the material and equipment, Bidders shall fill the country-of-origin declarations included in the Form of Bid.
5. One Bid per Bidder	5.1	A bidder shall submit only one bid, in the same bidding process, either individually as a bidder or as a member in a joint venture or any similar arrangement.
	5.2	No bidder can be a sub-contractor while submitting a bid individually or as a member of a joint venture in the same bidding process.
6. Cost of Bidding	6.1	The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring agency/Employer shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. BIDDING DOCUMENTS

7. Contents of Bidding Documents	7.1	<p>The scope of Works, bidding procedures, and terms and conditions of the contract are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents which should be read in conjunction with any addenda issued in accordance with ITB 9.2 include:</p> <p>Section I - Invitation for Bids Section II Instructions to Bidders (ITBs) Section III Bid Data Sheet (BDS) Section IV Eligible Countries Section V Works Requirements Technical Specifications & Schedule of Requirements Section VI Standard Bidding Forms Section VII General Conditions of Contract (GCC) Section VIII Special Conditions of Contract (SCC) Section IX Contract Forms</p>
	7.2	The number of copies to be completed and submitted with the Bid is specified in the BDS .
	7.3	The Procuring agency/Employer is not responsible for the completeness of the bidding documents and their addenda, if they were not obtained directly from the Procuring agency/Employer or the signed pdf version downloaded from the website of the Procuring agency/Employer or the Authority's website or e-Procurement System as the case may be. However, Procuring agency/Employer shall place both the pdf and editable version of the same on its website and Authority's website or e-Procurement System to facilitate the bidder for filling the standard bidding forms.
	7.4	The bidder is expected to examine all instructions, forms, specifications, terms and conditions prescribed in the bidding documents. Failure to furnish all the information required in the bidding documents will be at the bidder's risk and may result in the rejection of his bid.



8. Clarification of Bidding Document, Pre-bid Meeting	8.1	A prospective bidder requiring any clarification of the bidding document may notify the Procuring agency/Employer in writing or in electronic form that provides record of the contents of communication at the Procuring agency/Employer's address indicated in the BDS .
	8.2	The Procuring agency/Employer will within three (3) working days after receiving the request for clarification, respond in writing or in electronic form to any request for clarification provided that such request is received not later than three (03) days prior to the deadline for the submission of Bids as prescribed in ITB 24.1 . However, this clause shall not apply in case of alternate methods of procurement.
	8.3	Copies of the Procuring agency/Employer's response will be forwarded to all identified prospective bidders through an identified source of communication, including a description of the inquiry, but without specifying its source. In case of downloading of the bidding documents from the website of Procuring agency/Employer or e-Procurement System, the response of all such queries will also be available on the same platform available at the website.
	8.4	Should the Procuring agency/Employer deem it necessary to amend the bidding documents as a result of a clarification, it shall do so following the procedure as prescribed under ITB 09 .
	8.5	If indicated in the BDS , the bidder's designated representative is invited at the bidder's cost to attend a pre-bid meeting at the place, date and time mentioned in the BDS . During this pre-bid meeting, prospective bidders may request clarification of the schedule of requirement, the evaluation criteria or any other aspects of the bidding documents.
	8.6	Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by bidders, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be transmitted promptly to all prospective bidders who have obtained the bidding documents. Any modification to the bidding documents that may become necessary as a result of the pre-bid meeting shall be made by the Procuring agency/Employer exclusively through the use of an Addendum pursuant to ITB 9 . Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.
	8.7	The bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the bidder's own expense.
	8.8	The bidder and any of its authorized personnel will be granted permission by the Procuring agency/Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the bidder and its personnel will release and indemnify the Procuring agency/Employer from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
9. Amendment of Bidding Documents	9.1	Before the deadline for submission of bids, the Procuring agency/Employer for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder or pre-bid meeting may modify the bidding documents by issuing addenda.
	9.2	Any addendum issued including the notice of any extension of the deadline shall be part of the bidding documents pursuant to ITB 7.1 and shall be communicated in a timely manner and on equal opportunity basis. Where notification of such change, addition,



		modification or deletion becomes essential, such notification shall be made in a manner similar to the original advertisement. <i>Provided that the bidder who had either already submitted their bid or handed over the bid to the courier prior to the issuance of any such addendum shall have the right to withdraw his already filed bid and submit the revised bid prior to the original or extended bid submission deadline.</i>
	9.3	To give prospective bidders reasonable time in which to take an addendum/corrigendum into account in preparing their bids, the Procuring agency/Employer may, at its discretion, extend the deadline for the submission of bids: <i>Provided that the Procuring agency/Employer shall extend the deadline for submission of bid, if such an addendum is issued within last three (03) days of the bid submission deadline.</i>

C. PREPARATION OF BIDS

10. Language of Bid	10.1	The bid prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and the Procuring agency/Employer shall be written in the English language unless specified in the 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.
11. Documents Establishing Eligibility of Material, Equipment and Works, their Conformity to Bidding Documents	11.1	The bid prepared by the bidder shall constitute the following components: - a) Documentary evidence established in accordance with ITB 11 that the material, equipment and services to be provided by the Bidder are eligible material, equipment and services, and conform to the Bidding Documents; b) Documentary evidence established in accordance with ITB 12 that the bidder has been authorized to carry out the Construction works; c) Documentary evidence established in accordance with ITB 12 that the bidder is eligible and/or qualified for the subject bidding process; d) Form of Bid and Bid Prices completed in accordance with ITB 14 and 15 ; e) Completed schedules as required, including priced Bill of Quantities in accordance with ITB 13 & 15 . f) Technical Proposal completed in all aspects in accordance with ITB-17 . g) Bid security or Bid Securing Declaration furnished in accordance with ITB 19 ; h) Alternative bids, if permissible, in accordance with ITB 20 ; i) Duly Notarized Power of Attorney authorizing the signatory of the Bidder to submit the bid; and j) Any other document required in the BDS .
	11.2	In addition to the requirements, bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all members and submitted with the bid, together with a copy of the proposed Agreement.



	11.3	The bidder shall furnish, as part of its bid, all those documents establishing the eligibility in conformity to the terms and conditions specified in the bidding documents for all material, equipment and works which the bidder proposes to execute.
	11.4	The documentary evidence of conformity of the material, equipment and works to the Bidding Documents may be in the form of literature, drawings, and data, and shall consist of: a) a detailed description of the work methodology, approach, schedule and resources to be mobilized at site; b) an item-by-item commentary on the Procuring agency/Employer's Technical Specifications demonstrating substantial responsiveness of the material, equipment and works to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications; c) any other procurement specific documentation requirement as stated in the BDS .
	11.5	The required documents and other accompanying documents must be in English. In case any other language than English is used the pertinent translation into English shall be attached to the original version.
12. Documents Establishing Eligibility and Qualification of the Bidder	12.1	The bidder shall furnish, as part of its bid, all those documents establishing the bidder's eligibility to participate in the bidding process and/or its qualification to perform the contract if its bid is accepted.
	12.2	The documentary evidence of the bidder's eligibility to bid shall establish to the satisfaction of the Procuring agency/Employer that the bidder, at the time of submission of its bid, is from an eligible country as defined in Section-IV titled as "Eligible Countries".
	12.3	The documentary evidence of the bidder's qualification to perform the contract if its bid is accepted shall establish to the satisfaction of Procuring agency/Employer that: a) The bidder has the financial and technical capability necessary to perform the Contract, meets the qualification criteria specified in Section-V, Evaluation and Qualification Criteria and BDS . b) In the case of a bidder not doing business within Pakistan, the bidder is or will be (if awarded the contract) represented by a local bidder (Joint Venture) in accordance with the PEC works bylaws, and in case of award of works such foreign firm is required to participate in the execution of works to carry out its obligations as prescribed in the Conditions of Contract and /or Technical Specifications. c) That the bidder meets the qualification criteria listed in Section-V, Evaluation and Qualification Criteria and BDS .
13. Letter of Bid and Schedules	13.1	The Letter of Bid (Technical or Financial as the case may be) and Schedules, including the Bill of Quantities, shall be prepared using the relevant forms furnished in Standard Bid Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 22 . All blank spaces shall be filled in with the information requested.
14. Letter of Bid	14.1	The bidder shall fill the Letter of Bid (Technical or Financial as the case may be) furnished in the bidding documents. The Standard Bid Forms must be completed without any alterations to its format and no substitute shall be accepted.
15. Bid Prices	15.1	The bid prices quoted by the bidder in the Standard bid Forms, Bill of Quantities and in the Price Schedules shall conform to the requirements specified below or exclusively mentioned hereafter in the bidding documents.



	15.2	The bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. If a Price Schedule shows items listed but not priced, their prices shall be construed to be included in the prices of other items in the Bill of Quantities and will not be paid for separately by the Procuring agency/Employer.
	15.3	Items not listed in the Price Schedule shall be assumed not to be included in the bid, and provided that the bid is still substantially responsive in their absence or due to their nominal nature, the corresponding average price of the respective item(s) of the remaining substantially responsive bidder(s) shall be construed to be the price of those missing item(s): Provided that: a) where there is only one (substantially) responsive bidder, or b) where there is provision for alternate proposals and the respective items are not listed in the other bids, The Procuring agency/Employer may fix the price of missing items in accordance with market survey, and the same shall be considered as final price.
	15.4	The Bid price to be quoted in the Form of Bid in accordance with ITB 15.1 shall be the total price of the bid.
	15.5	Unless otherwise specified in the BDS and the Contract, the rates and prices quoted by the bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract.
	15.6	If so specified in ITB 1.1 , bids may be invited for individual lots (contracts) or for any combination of lots (packages).
	15.7	Prices quoted by the Bidder shall be fixed during the bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable price will be treated as non-responsive and shall be rejected, pursuant to ITB 30 , unless otherwise price adjustment is permissible under Conditions of the Contract.
	15.8	All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date twenty-eight (28) days prior to the deadline for submission of bids, shall be included in the rates and prices and the total bid price submitted by the bidder.
16. Currencies of Bid and Payment	16.1	The currency(ies) of the bid and the currency(ies) of payments shall be as specified in the BDS .
	16.2	For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of (financial part of) bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day.
	16.3	Bidders shall indicate details of their expected foreign currency requirements in the Bid, if prescribed in the BDS .
	16.4	Bidders may be required by the Procuring agency/Employer to clarify their foreign currency requirements, if prescribed in the BDS and to substantiate that the amounts included in Lump Sum and in the SCC are reasonable and responsive to ITB 16.1 .
17. Documents Comprising the Technical Proposal	17.1	The bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section IV – Standard Bid Forms , in sufficient detail to demonstrate the adequacy of the bidder's proposal to meet the work requirements and the completion time.
18. Bid Validity Period	18.1	Bids shall remain valid for the period specified in the BDS after the bid submission deadline prescribed by the Procuring agency/Employer. A bid valid for a shorter period shall be rejected by the Procuring agency/Employer as non-responsive. The period of bid



		validity will be determined from the complementary bid securing instrument i.e. the expiry period of bid security or bid securing declaration as the case may be.
	18.2	Under exceptional circumstances, prior to the expiration of the initial bid validity period, the Procuring agency/Employer may request the bidders' consent to an extension of the period of validity of their bids only once, for the period not more than the period of initial bid validity. The request and the bidders' responses shall be made in writing or in electronic forms that provide record of the content of communication. The Bid Security provided under ITB 19 shall also be extended 28 days beyond the deadline of extended bid validity period. A bidder may refuse the request for the extension of his bid without forfeiting his bid security or causing to be executed his Bid Securing Declaration. A bidder agreeing to the request will not be required nor permitted to modify its bid, but will be required to extend the validity of its Bid Security or Bid Securing Declaration for the period of the extension, and in compliance with ITB 19 in all respects.
19. Bid Security or Bid Securing Declaration	19.1	Pursuant to ITB 11.1 unless otherwise specified in the BDS , the bidder shall furnish as part of its bid, a Bid Security in form of fixed amount not exceeding five percent of the estimated value of procurement determined by the Procuring agency/Employer and in the amount and currency specified in the BDS or Bid Securing Declaration as specified in the BDS in the format provided in Section VI (Standard Bidding Forms) . In case Procuring agency/Employer is inviting bids in lots / packages, the bidder shall be required to submit his bid security against the respective lot/ package for which he is submitting his bid, which shall not exceed five percent of the estimated value of that particular lot/ package.
	19.2	The Bid Security or Bid Securing Declaration is required to protect the Procuring agency/Employer against the risk of Bidder's conduct before award of the contract to the most advantageous bidder which would warrant the security's forfeiture, pursuant to ITB 19.9 .
	19.3	The Bid Security shall be denominated in the local currency or in another freely convertible currency, and it shall be in the form specified in the BDS which shall be in any of the following: a) A bank guarantee, an irrevocable letter of credit issued by a Scheduled bank in the form provided in the Bidding Documents or another form acceptable to the Procuring agency/Employer and valid for twenty-eight (28) days beyond the end of the validity of the Bid. This shall also apply if the period for Bid Validity is extended. In either case, the form must include the complete name of the bidder; b) A cashier's or certified cheque; or c) Another security as indicated in the BDS .
	19.4	The Bid Security or Bid Securing Declaration shall be in accordance with the Form of the Bid Security or Bid Securing Declaration included in Section VI (Standard Bidding Forms) or another form approved by the Procuring agency/Employer prior to the bid submission.
	19.5	The Bid Security shall be payable promptly upon written demand by the Procuring agency/Employer in case any of the conditions listed in ITB 19.9 are invoked.
	19.6	Any bid not accompanied by a Bid Security or Bid Securing Declaration in accordance with ITB 19.1 or 19.3 shall be rejected by the Procuring agency/Employer and shall be declared as non-responsive bid, pursuant to ITB 30 .
	19.7	Unsuccessful bidders' Bid Security will be discharged or returned as promptly as possible, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Procuring agency/Employer pursuant to ITB 18 . The Procuring agency/Employer shall make no claim to the amount of the Bid Security, and



		shall promptly return the Bid Security document, after whichever of the following that occurs earliest: <ul style="list-style-type: none"> (a) The expiry of the Bid Security; (b) The entry into force of a procurement contract and the provision of a performance security (or guarantee), for the performance of the contract if such a security (or guarantee), is required by the Bidding documents; (c) The rejection by the Procuring agency/Employer of all Bids; (d) The withdrawal of the bid prior to the deadline for the submission of bids, unless the bidding documents stipulate that no such withdrawal is permitted.
	19.8	The successful bidder's Bid Security will be discharged upon the bidder signing the contract pursuant to ITB 47 , or furnishing the performance security (or guarantee), pursuant to ITB 48 .
	19.9	The Bid Security may be forfeited or the Bid Securing Declaration executed: <ul style="list-style-type: none"> a) if a Bidder: <ul style="list-style-type: none"> i) Withdraws its Bid during the period of Bid Validity as specified by the Procuring agency/Employer, and referred by the bidder on the Form of Bid except as provided for in ITB 18.2; or ii) Does not accept the correction of errors pursuant to ITB 32; or b) In the case of a successful bidder, if the bidder fails: <ul style="list-style-type: none"> i) to sign the contract in accordance with ITB 47; or ii) to furnish performance security (or guarantee) in accordance with ITB 48.
	19.10	In case of Bid Security issued by the foreign bank is allowed by the Procuring agency/Employer, the same should be counter guaranteed by a corresponding bank in Pakistan. Furthermore, in case of joint venture, it should be in the name of Joint venture to ensure joint responsibility.
20. Alternative Bids by Bidders	20.1	Bidders shall submit offers that comply with the requirements of the bidding documents, including the basic bidder's technical design as indicated in the specifications and Bill of Quantities. Alternatives will not be considered, unless specifically allowed for in the BDS . If so allowed, ITB 20 shall prevail.
	20.2	When alternative schedule for execution of works is explicitly invited, a statement of that effect will be included in the BDS as will the method for evaluating different schedule for execution of works.
	20.3	If so allowed in the BDS , bidders wishing to offer technical alternatives to the requirements of the bidding documents must also submit a bid that complies with the requirements of the bidding documents, including the basic technical design as indicated in the specifications. In addition to submitting the basic bid, the bidder shall provide all information necessary for a complete evaluation of the alternative by the Procuring agency/Employer, including technical specifications, breakdown of prices, and other relevant details. Only the technical alternatives, if any, of the Most Advantageous Bidder conforming to the basic technical requirements (without altering the bid price) shall be considered by the Procuring agency/Employer.
21. Withdrawal of Bids	21.1	Before bid submission deadline, any bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and the corresponding must accompany the respective written notice.
	21.2	Bids requested to be withdrawn in accordance with ITB 21.1 shall be returned unopened to the bidders.
22. Format and Signing of Bid	22.1	The Bidder shall prepare an original and the number of copies of the bid as indicated in the BDS , clearly marking each " ORIGINAL " and " COPY " as appropriate. In the event of any discrepancy between them, the original shall prevail:



		<i>Provided that except in Single Stage One Envelope Procedure, the bid shall include only the copies of technical proposal.</i>
	22.2	The original and the copy (ies) of the bid shall be typed or written in indelible ink and shall be signed by the bidder or a person or persons duly authorized to sign on behalf of the bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.
	22.3	Any interlineations, erasures, or overwriting shall be valid only if they are signed by the person(s) authorized for signing the Bid.

D. SUBMISSION OF BIDS

23. Sealing and Marking of Bids	23.1	In case of Single Stage One Envelope Procedure, the bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as “ ORIGINAL ” and “ COPY ”. The envelopes shall then be sealed in an outer envelope securely sealed in such a manner that opening and resealing cannot be achieved undetected. Note: <i>The envelopes shall be sealed and marked in accordance with the bidding procedure adopted as referred in Rule-36 of Public Procurement Rules,2004.</i>
	23.2	The inner and outer envelopes shall: a) be addressed to the Procuring agency/Employer at the address given in the BDS ; and b) bear the title of the subject procurement or project name, as the case may be as indicated in the BDS , the Invitation for Bids (ITB) title and number indicated in the BDS , and a statement: “ DO NOT OPEN BEFORE ”, to be completed with the time and the date specified in the BDS , pursuant to ITB 24.1 .
	23.3	In case of Single Stage Two Envelope Procedure, The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Proposal and the other Financial Proposal. Both envelopes to be enclosed together in an outer single envelope called the Bid. Each Bidder shall submit his bid as under: a) Bidder shall submit his TECHNICAL PROPOSAL and FINANCIAL PROPOSAL in separate inner envelopes and enclosed in a single outer envelope. b) ORIGINAL and each copy of the Bid shall be separately sealed and put in separate envelopes and marked as such. c) The envelopes containing the ORIGINAL and copies will be put in one sealed envelope and addressed / identified as given in ITB 23.2 .
	23.4	The inner and outer envelopes shall: a) be addressed to the Procuring agency/Employer at the address provided in the BDS ; b) bear the name and identification number of the contract as defined in the BDS ; and provide a warning not to open before the time and date for bid opening, as specified in the BDS pursuant to ITB 24.1 . c) In addition to the identification required in ITB 23 hereof, the inner envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared “late” pursuant to ITB 25 .
	23.5	If all envelopes are not sealed and marked as required by ITB 23.2 , ITB 23.3 and ITB 23.4 or incorrectly marked, the Procuring agency/Employer will assume no responsibility for the misplacement or premature opening of bid.



24. Deadline for Submission of Bids	24.1	Bids shall be received to the Procuring agency/Employer no later than the date and time specified in the BDS .
	24.2	The Procuring agency/Employer may, under exceptional circumstances and at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB 9 , in which case all rights and obligations of the Procuring agency/Employer and bidders previously subject to the deadline will thereafter be subject to the new deadline.
25. Late Bids	25.1	The Procuring agency/Employer shall not consider for evaluation of any bid that arrives after the deadline for submission of bids, in accordance with ITB 24 .
	25.2	Any bid received by the Procuring agency/Employer after the deadline for submission of bids shall be declared late, recorded, rejected and returned unopened to the bidder.
26. Substitution and Modification of bids	26.1	A bidder may substitute or modify his bid after it has been submitted, provided that written notice of the substitution or modification of the bid, is received by the Procuring agency/Employer prior to the deadline for submission of bids.
	26.2	Revised bid may be submitted after the substitution or modification made in the original bid in accordance with the provisions referred in ITB 22 .

E. OPENING AND EVALUATION OF BIDS

27. Opening of Bids	27.1	The Procuring agency/Employer will open all bids, in public, in the presence of bidders' or their representatives who choose to attend, and other parties with a legitimate interest in the bid proceedings at the place, on the date and at the time, specified in the BDS . The bidders' representatives present shall sign a attendance sheet as a proof of their attendance.
	27.2	First, envelopes marked " WITHDRAWAL " shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening.
	27.3	Second, outer envelopes marked " SUBSTITUTION " shall be opened. The inner envelopes containing the Substitution Bid shall be exchanged for the corresponding Original Bid being substituted, which is to be returned to the bidder unopened. No envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.
	27.4	Next, outer envelopes marked " MODIFICATION " shall be opened. No Technical Proposal and/or Financial Proposal shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of the bids. Any modification shall be read out along with the Original Bid except in case of Single Stage Two Envelope Procedure where only the Technical Proposal, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Financial Proposal, both Original and Modification, will remain unopened till the prescribed financial bid opening date.
	27.5	Other envelopes holding the bids shall be opened one at a time, in case of Single Stage One Envelope Procedure, the bidders' names, the bid prices, the total amount of each bid and of any alternative bid (if alternatives have been requested or permitted), the presence or absence of Bid Security, Bid Securing Declaration and such other details as the Procuring agency/Employer may consider appropriate, will be announced by the Procurement Evaluation Committee.



	27.6	In case of Single Stage Two Envelope Procedure, the Procuring agency/Employer will open the Technical Proposals in public at the address, date and time specified in the BDS in the presence of bidders' designated representatives who choose to attend and other parties with a legitimate interest in the bid proceedings. The Financial Proposals will remain unopened and will be held in custody of the Procuring agency/Employer until the specified time of their opening.
	27.7	The envelopes holding the Technical Proposals shall be opened one at a time, and the following read out and recorded: (a) the name of the bidder; (b) whether there is a modification or substitution; (c) the presence of a Bid Security or Bid Securing Declaration, if required; and (d) Any other details as the Procuring agency/Employer may consider appropriate.
	27.8	Bids not opened and not read out at the bid opening shall not be considered further for evaluation, irrespective of the circumstances.
	27.9	Bidders are advised to send in a representative with the knowledge of the content of the bid who shall verify the information read out from the submitted documents. Failure to send a representative or to point out any un-read information by the sent bidder's representative shall indemnify the Procuring agency/Employer against any claim or failure to read out the correct information contained in the bidder's bid.
	27.10	No bid will be rejected at the time of bid opening except for late bids which will be returned unopened to the bidder, pursuant to ITB 25 .
	27.11	The Procuring agency/Employer shall prepare minutes of the bid opening. The record of the bid opening shall include, as a minimum: the name of the bidder and whether or not there is a withdrawal, substitution or modification, the bid price if applicable and the presence or absence of a Bid Security or Bid Securing Declaration.
	27.12	The bidders' representatives who are present shall be requested to sign on the attendance sheet. The omission of a bidder's signature on the record shall not invalidate the contents and affect the record. A copy of the record shall be distributed to all the bidders.
	27.13	A copy of the minutes of the bid opening shall be furnished to individual bidders upon request.
	27.14	In case of Single Stage -Two Envelop Bidding Procedure, after the announcement of technical evaluation report, the Procuring agency/Employer, shall at a time within the bid validity period, publicly open the financial proposals of the technically responsive bidder only. The financial proposal of bidders found technically non-responsive shall be returned un-opened to the respective bidders after seven days of the announcement of technical evaluation report, except those aggrieved bidder(s) whose complaints are pending before the Grievance Redressal Committee.
28. Confidentiality	28.1	Information relating to the examination, clarification, evaluation and comparison of bids and recommendation of contract award shall not be disclosed to bidders or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report.
	28.2	Any effort by a bidder to influence the Procuring agency/Employer processing of bids or award decisions may result in the rejection of its bid.
	28.3	Notwithstanding ITB 28.2 from the time of bid opening to the time of contract award, if any bidder wishes to contact the Procuring agency/Employer on any matter related to the bidding process, it should do so in writing or in electronic forms that provides record of the content of communication.



29. Clarification of Bids	29.1	To assist in the examination, evaluation and comparison of bids, the Procuring agency/Employer may, ask any bidder for a clarification of its bid including breakdown of prices invariably in writing. Any clarification submitted by a bidder that is not in response to a request by the Procuring agency/Employer shall not be considered.
	29.2	The request for clarification and the response shall be in writing or in electronic forms that provide record of the content of communication. No change in the prices or substance of the bid shall be sought, offered, or permitted, except clarification for the correction of arithmetic errors discovered by the Procuring agency/Employer during the evaluation of bids which shall be sought in accordance with ITB 32 .
	29.3	The alteration or modification in the bid which in any case affect the following parameters will be considered as a change in the substance of a bid: <ul style="list-style-type: none"> a) evaluation & qualification criteria; b) required scope of work; c) contract price; d) all securities requirements; e) tax requirements; f) terms and conditions of bidding documents. g) change in the ranking of the bidder
	29.4	From the time of bid opening to the time of Contract award if any bidder wishes to contact the Procuring agency/Employer on any matter related to the bid it should do so in writing or in electronic forms that provide record of the content of communication.
30. Preliminary Examination of Bids	30.1	Prior to the detailed evaluation of bids, the Procuring agency/Employer will determine whether each bid: <ul style="list-style-type: none"> a) meets the eligibility criteria defined in ITB 3 and ITB 4; b) has been prepared as per the format and contents defined by the Procuring agency/Employer in the bidding documents; c) has been properly signed; d) is accompanied by the required securities; and e) is substantially responsive to the requirements of the bidding documents. <p>The Procuring agency/Employer's determination of a bid's substantial responsiveness will be based on the contents of the bid itself.</p>
	30.2	A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one that: - <ul style="list-style-type: none"> a) affects in any substantial way the scope, quality, or performance of the Works; b) limits in any substantial way, inconsistent with the bidding documents, the Procuring agency/Employer's rights or the bidders' obligations under the Contract; or c) if rectified, would affect unfairly the competitive position of other bidders presenting substantially responsive bids.
	30.3	The Procuring agency/Employer will confirm that the documents and information specified under ITB 11, 12 and 13 have been provided in the bid. If any of these



		documents or information is missing, or is not provided in accordance with the Instructions to Bidders, the bid shall be rejected.
	30.4	<p>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.</p> <p>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 –</p> <p>(a) Submit the number of copies of signed bids required by the invitation;</p> <p>(b) Furnish required information concerning the number of its employees;</p> <p>(c) the firm submitting a bid has formally adopted or authorized, before the date set for opening of bids, the execution of documents by typewritten, printed, or stamped signature and submits evidence of such authorization and the bid carries such a signature.</p>
	30.5	Provided that a Technical Bid is substantially responsive, the Procuring agency/Employer may request the bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Technical Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any such aspect of the technical Proposal linked with the ranking of the bidders. Failure of the bidder to comply with the request may result in the rejection of its bid.
	30.6	Provided that a Technical Bid is substantially responsive, the Procuring agency/Employer shall rectify quantifiable nonmaterial nonconformities or omissions related to the Financial Proposal. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the missing or nonconforming item or component.
	30.7	If a bid is not substantially responsive, it will be rejected by the Procuring agency/Employer and may not subsequently be evaluated for complete technical responsiveness.
31. Examination of Terms and Conditions; Technical Evaluation	31.1	<p>The Procuring agency/Employer shall examine the bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the bidder without any material deviation or reservation.</p> <p>For this purpose:</p> <p>“Deviation” means departure from the requirements specified in the Bidding Document.</p> <p>“Reservation” means setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document.</p>
	31.2	The Procuring agency/Employer shall evaluate the technical aspects of the bid submitted in accordance with ITB 31 , to confirm that all requirements specified in



		Section V – Works Requirement, Technical Specifications of the Bidding Documents have been met without material deviation or reservation.
	31.3	If after the examination of the terms and conditions and the technical evaluation, the Procuring agency/Employer determines that the bid is not substantially responsive in accordance with ITB 30 , it shall reject the bid.
32. Correction of Arithmetic Errors	32.1	<p>Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -</p> <ul style="list-style-type: none"> a) if there is a discrepancy between unit prices and the sub-total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the sub-total price shall be corrected, unless in the opinion of the Procuring agency/Employer there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected; b) if there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail, and the total shall be corrected; and c) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern. d) Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.
	32.2	The amount stated in the Bid will, be rectified by the Procuring agency/Employer in accordance with the above procedure for the correction of errors and, with, the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount, its bid shall be rejected after forfeiture of Bid Security or execution of the Bid Securing Declaration, as the case may be, in accordance with ITB 19.9 .



33. Conversion to Single Currency	33.1	The unit rates and the prices shall be quoted by the bidder entirely in Pak rupees. A bidder expecting to incur expenditures in other currencies for inputs to the Works from outside the Procuring agency/Employer’s country (referred to as the “Foreign Currency Requirements”) shall indicate the same in the letter of bid-financial proposal. The proportion of the Bid Price (excluding Provisional Sums) needed by him for the payment of such Foreign Currency Requirements either (i) entirely in the currency of the Bidder’s home country or, (ii) at the bidder’s option, entirely in Pak rupees provided always that a bidder expecting to incur expenditures in a currency or currencies other than those stated in (i) and (ii) above for a portion of the foreign currency requirements, and wishing to be paid accordingly, shall indicate the respective portions in his bid.
	33.2	To facilitate evaluation and comparison, the Procuring agency/Employer will convert all bid prices expressed in the amounts in various currencies in which the bid prices are payable. For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of (financial part of) bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day.
	33.3	The currency selected for converting bid prices to a common base for the purpose of evaluation, along with the source and date of the exchange rate, are specified in the BDS .
34. Evaluation of Bids	34.1	The Procuring agency/Employer shall evaluate and compare only the bids determined to be substantially responsive, pursuant to ITB 30 .
	34.2	In evaluating the Technical Proposal of each Bid, the Procuring agency/Employer shall use the criteria and methodologies listed in the BDS and in terms of works requirement. No other evaluation criteria or methodologies shall be permitted.
	34.3	The Procuring agency/Employer’s evaluation of a bid will take into account: <ul style="list-style-type: none"> a) the bid price, excluding provisional sums and the provision, if any, for contingencies in the summary bill of quantities, but including day work items, where priced competitively; b) price adjustment for correction of arithmetic errors in accordance with ITB 32.1; c) converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with ITB 33;
	34.4	The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.
	34.5	If these bidding documents allow bidders to quote separate prices for different lots, and the award to a single bidder of multiple lots, the methodology of evaluation to determine the lowest evaluated lot combinations in the Form of Bid, is specified in the BDS .



	34.6	<p>If the bid, which results in the Evaluated Bid Price (Most Advantageous Bid), is seriously unbalanced or front loaded in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the performance security be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.</p> <p>Explanation: <i>“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.</i></p>
35. Domestic Preference	35.1	If the BDS so specifies, the Procuring agency/Employer will grant a margin of preference to the domestic contractor in line with the rules, regulations, regulatory guides or instructions issued by the Authority from time to time.
36. Determination of Most Advantageous Bid	36.1	The Procuring agency/Employer shall compare the evaluated bids in accordance with the predefined bidding procedure, of all substantially responsive bids to determine the Most Advantageous bidder.
37. Qualification of Bidder	37.1	<p>The Procuring agency/Employer shall determine to its satisfaction whether the bidder is substantially responsive and whose bid is declared as most advantageous bid either continues to meet (if prequalification applies) or meets (if post-qualification applies) the qualifying criteria specified in Evaluation and Qualification Criteria.</p> <p><i>Note: In case of International bidding, the parameters for incorporation or licensing within Pakistan may be fulfilled as part of post qualification.</i></p>
	37.2	The determination shall be based upon an examination of the documentary evidence of the bidder’s qualifications submitted by the bidder, pursuant to ITB 12 .
	37.3	Prior to contract award, the Procuring agency/Employer will verify that the successful bidder (including each member of a JV) is not blacklisted/debarred. The Procuring agency/Employer will conduct the same verification for each sub-contractor proposed by the successful bidder.
38. Sub-Contractors	38.1	The bidder shall provide details regarding any specialized sub-contractor to the Procuring agency/Employer. In case change of sub-contractors, the bidder shall promptly notify the Procuring agency/Employer and obtain approval for replacement of sub-contractors.
	38.2	Bidders may propose sub-contracting up to the percentage of total value of contracts or the volume of works as specified in the BDS .



<p>39. Abnormally Low Financial Bid</p>	<p>39.1</p>	<p>Where the bid price is considered to be abnormally low, the Procuring agency/Employer shall perform price analysis either during determination of Most Advantageous Bid or as a part of the post-qualification process. The following process shall apply:</p> <ul style="list-style-type: none"> a) The Procuring agency/Employer may reject a bid if the Procuring agency/Employer has determined that the price in combination with other constituent elements of the bid is abnormally low in relation to the subject matter of the procurement (i.e. scope of the procurement or ancillary services) and raises concerns as to the capability and capacity of the respective Bidder to perform that contract; b) Before rejecting an abnormally low bid the Procuring agency/Employer shall request the bidder an explanation of the bid or of those sections which it considers contribute to the bid being abnormally low; take account of the evidence provided in response to a request in writing; and subsequently verify the bid or parts of the bid being abnormally low; c) The decision of the Procuring agency/Employer to reject a bid and reasons for the decision shall be recorded in the procurement proceedings and promptly communicated to the bidder concerned; d) The Procuring agency/Employer shall not incur any liability solely by rejecting abnormally bid; and e) An abnormally low bid means, in the light of the Procuring agency/Employer’s estimate and of all the bids submitted, the bid appears to be abnormally low by not providing a margin for normal levels of profit. <p>Guidance for Procuring agency/Employer: In order to identify the Abnormally Low Bid (ALB) following approaches can be considered to minimize the scope of subjectivity:</p> <ul style="list-style-type: none"> (i) Comparing the bid price with the cost estimate; (ii) Comparing the bid price with the bids offered by other bidders submitting substantially responsive bids; and (iii) Comparing the bid price with prices paid in similar contracts in the recent past either government- or development partner-funded.
	<p>39.2</p>	<p>The Procuring agency/Employer will determine to its satisfaction whether the bidder that is selected as having submitted the most advantageous bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB 12</p>
	<p>39.3</p>	<p>The determination will take into account the bidder’s financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidder’s qualifications submitted by the bidder, pursuant to ITB 12, as well as such other information as the Procuring agency/Employer deems necessary and appropriate. Factors not included in these bidding documents shall not be used in the evaluation of the bidders’ qualifications.</p>
	<p>39.4</p>	<p>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.</p> <p>Explanation: <i>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.</i></p>



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

40. Criteria of Award	40.1	Subject to ITB 36 and 37 , the Procuring agency/Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has been declared as Most Advantageous Bidder, provided that such bidder has been determined to be: <ul style="list-style-type: none"> a) eligible in accordance with the provisions of ITB 3; b) is determined to be qualified to perform the Contract satisfactorily; and c) Successful negotiations have been concluded, if any.
41. Negotiations	41.1	The Committee of the Procuring agency/Employer may negotiate with the Most Advantageous Bidder relating to the following areas: <ul style="list-style-type: none"> (a) a minor alteration to the technical (drawings, design technical specifications) details of the statement of works; (b) Methodology, work plan, staffing in view to streamline the work; (c) a minor amendment to the special conditions of Contract; (d) finalizing payment arrangements; (e) clarifying details that were not apparent or could not be finalized at the time of Bidding;
	41.2	Where negotiation fails to result into an agreement, the Procuring agency/Employer may invite the next ranked bidder for negotiations. Where negotiations are commenced with the next ranked bidder, the Procuring agency/Employer shall not reopen earlier negotiations.
42. Procuring agency/Employer's Right to reject All Bids	42.1	Notwithstanding ITB 37 , the Procuring agency/Employer reserves the right to reject all the bids, and to annul the bidding process at any time prior to acceptance of bid, without thereby incurring any liability to the affected bidder(s). However, the Authority (i.e. PPRA) may call from the Procuring agency/Employer the justification of those grounds.
	42.2	Notice of the rejection of all bids shall be given promptly to all bidders that have submitted bids.
	42.3	The Procuring agency/Employer shall upon request communicate to any bidder the grounds for its rejection of its bids, but is not required to justify those grounds.



<p>43. Variations</p>	<p>43.1</p>	<p>The Engineer shall make any variation in the quantity of the Works or any part thereof that may, in his opinion, be necessary and for that purpose, or if for any other reason it shall, in his opinion, be appropriate, he shall have the authority to instruct the Contractor to do and the Contractor shall do any of the following:</p> <ul style="list-style-type: none"> a) increase or decrease the quantity of any work included in the Contract, b) omit any such work (but not if the omitted work is to be carried out by the Employer or by another contractor), c) change the character or quality or kind of any such work, d) change the levels, lines, position and dimensions of any part of the Works, e) execute additional work of any kind necessary for the completion of the Works, or f) change any specified sequence or timing of construction of any part of the Works. <p>No such variation shall in any way vitiate or invalidate the Contract, but the effect, if any, of all such variations shall be valued in accordance with ITB 15. Provided that where the issue of an instruction to vary the Works is necessitated by some default of or breach of contract by the Contractor or for which he is responsible, any additional cost attributable to such default shall be borne by the Contractor.</p>
<p>44. Instructions for variations</p>	<p>44.1</p>	<p>The Contractor shall not make any such variation without an instruction of the Engineer. Provided that no instruction shall be required for increase or decrease in the quantity of any work where such increase or decrease is not the result of an instruction given under this Clause, but is the result of the quantities exceeding or being less than those stated in the Bill of Quantities.</p>
<p>45. Valuation of Variations</p>	<p>45.1</p>	<p>All variations and any additions to the Contract Price which are required to be determined in accordance with ITB 15 (for the purposes of this Clause referred to as "varied work"), shall be valued at the rates and prices set out in the Contract if, in the opinion of the Engineer, the same shall be applicable. If the Contract does not contain any rates or prices applicable to the varied work, the rates and prices in the Contract shall be used as the basis for valuation so far as may be reasonable, failing which, after due consultation by the Engineer with the Procuring agency/Employer and the Contractor, suitable rates or prices shall be agreed upon between the Engineer and the Contractor. In the event of disagreement, the Engineer shall fix such rates or prices as are, in his opinion, appropriate and shall notify the Contractor accordingly, with a copy to the Employer. Until such time as rates or prices are agreed or fixed, the Engineer shall determine provisional rates or prices to enable on-account payments to be included in certificates issued in accordance with ITB 15.</p>
<p>46. Notification of Award</p>	<p>46.1</p>	<p>Prior to the award of contract, the Procuring agency/Employer shall issue a Final Evaluation Report giving justification for acceptance or rejection of the bids.</p>
	<p>46.2</p>	<p>Where no complaints have been lodged, the bidder whose bid has been accepted will be notified of the award by the Procuring agency/Employer prior to expiration of the bid validity period in writing or through electronic means that provide record of the content of communication. However, the Procuring agency/Employer shall not award any procurement contract atleast for fifteen (15) days after the acceptance of bid. The</p>



		notification letter (herein after and in the condition of the contract and contract form called "Letter of Acceptance" will specify the sum that the Procuring agency/Employer will pay the successful bidder in consideration for the execution and completion of the works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).
	46.3	The notification of award will constitute the formation of the Contract, subject to the bidder furnishing the Performance Security (or guarantee) in accordance with ITB 48 and signing of the contract in accordance with ITB 47 .
	46.4	Upon the successful bidder's furnishing of the performance security (or guarantee) pursuant to ITB 48 , the Procuring agency/Employer will promptly notify each unsuccessful bidder, the name of the successful bidder and the Contract amount and will discharge the Bid Security or Bid Securing Declaration of the bidder(s) pursuant to ITB 19 .
47. Signing of Contract	47.1	Promptly after notification of award, Procuring agency/Employer shall send the successful bidder the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract.
	47.2	Immediately after the Redressal of grievance by the GRC, and after fulfillment of all conditions precedent of the Contract Form, the successful bidder and the Procuring agency/Employer shall sign the contract.
	47.3	Where no formal signing of a contract is required, work order issued to the bidder shall be construed to be the contract.
48. Performance Security (or Guarantee)	48.1	After the receipt of the Letter of Acceptance, the successful bidder, within the specified time, shall deliver to the Procuring agency/Employer a Performance Guarantee in the amount and in the form stipulated in the BDS and SCC , denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.
	48.2	If the Performance Guarantee is provided by the successful bidder and it shall be in the form specified in the BDS which shall be in any of the following: (a) certified cheque, cashier's or manager's cheque, or bank draft; (b) irrevocable letter of credit issued by a scheduled bank of Pakistan or in the case of an irrevocable letter of credit issued by a foreign bank, the letter shall be confirmed or authenticated by a scheduled bank of Pakistan; (c) bank guarantee confirmed by a reputable local bank or, in the case of a successful foreign bidder, bonded by a foreign bank; or (d) surety bond callable upon demand issued by any reputable surety or insurance company. Any Performance Guarantee submitted shall be enforceable in Pakistan.
	48.3	Failure of the Most Advantageous Bidder to comply with the requirement of ITB 47 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security or declare blacklisted (in case bid securing declaration is submitted) in which event the Procuring agency/Employer may make the award to the next most advantageous bidder or reinstate the procurement process afresh (as a case may be).
49. Advance Payment	49.1	Advance payment will be provided to the bidder in percentage and in the manner as agreed by the both parties in terms of Conditions of the Contract.
	49.2	The Procuring agency/Employer will provide an advance payment as stipulated in the Conditions of Contract, subject to a maximum amount, as stated and/or Conditions of the Contract. The advance payment request shall be accompanied by an advance payment security (guarantee) in the form provided in Section X. For the purpose of



		receiving the advance payment, the bidder shall make and estimate of, and include in its bid, the expenses that will relate to the purchase of equipment, machinery, materials, and on the engagement of labor during the first month beginning with the date of the Procuring agency/Employer's "Notice to Commence" as specified in the SCC.
50. General Performance of the Bidders	50.1	The Procuring agency/Employer reserves the right to obtain information regarding performance of the bidders on their previously awarded contracts / works. The Procuring agency/Employer may seek information / report from the previous employer for consideration. However, the Procuring agency/Employer shall incorporate such parameters in the evaluation criteria and accordingly decide the fate of the bid submitted.
51. Corrupt & Fraudulent Practices	51.1	Procuring agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/Suppliers/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts, and will avoid to engage in any corrupt and fraudulent practices.

F. GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM

52. Constitution of Grievance Redressal	52.1	Procuring agency/Employer shall constitute a Grievance Redressal Committee (GRC) comprising of odd number of persons with proper power and authorization to address the complaint. The GRC shall not have any of the members of Procurement Evaluation Committee. The committee must have one subject specialist depending the nature of the procurement.
53. GRC Procedure	53.1	Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the prequalification or bidding documents found contrary to provision of Procurement Regulatory Framework, and the same shall be addressed by the GRC well before the bid submission deadline.
	53.2	Any bidder feeling aggrieved by any act of the Procuring agency/Employer after the submission of his bid may lodge a written complaint concerning his grievances not later than seven days of the announcement of technical evaluation report and five days after issuance of final evaluation report.
	53.3	In case, the complaint is filed against the technical evaluation report, the GRC shall suspend the procurement proceedings.
	53.4	In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report: Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelope bidding procedure is adopted.
	53.5	The GRC, in both the cases shall investigate and decide upon the complaint within ten days of its receipt.
	53.6	Any bidder or the Procuring agency/Employer not satisfied with the decision of the GRC may file Appeal before the Appellate Committee of the Authority on prescribed format after depositing the Prescribed fee.
	53.7	The Committee, upon receipt of the Appeal against the decision of the GRC complete in all respect shall serve notices in writing upon all the parties to Appeal.
	53.8	The committee shall call the record from the concerned Procuring agency/Employer or the GRC as the case may be, and the same shall be provided within prescribed time.



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

G. MECHANISM OF BLACKLISTING

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



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



SECTION III: BID DATA SHEET

Bid Data Sheet (BDS)

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

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: National Database and Registration Authority (NADRA), Headquarter</p> <p>The subject of procurement is: Renovation and Civil Work at HQ NADRA Islamabad.</p> <p>Period for completion of the works: <u>3 - 4</u> weeks</p> <p>Commencement date execution of the works: Day of signing of contract/Purchase order.</p> <p>Type of Procurement: National competitive bidding</p>
2.	2.1	<p>Financial year for the operations of the Procuring Agency/Employer: 2024-25</p> <p>Name of Project: Renovation and Civil Work at HQ NADRA Islamabad.</p> <p>Name of financing institution: NADRA</p> <p>Name and identification number of the Contract: NADRA-HQ-RFB-14/2026</p>
3.	3.1	<p>Maximum number of members in the joint venture, consortium shall be: Not Allowed.</p>



B. Bidding Documents

4.	7.2	The number of copies to be completed and returned is one original
5.	8.1	The address for clarification of Bidding Documents is Procurement Department, NADRA HQ, State Bank of Pakistan Building, Shahrah-e-Jamhuriat, G-5/2, Islamabad - 44000.
	8.5	Pre-bid meeting will be held on 3rd February, 2026 at NADRA HQ G-5/2 Islamabad.

C. Preparation of Bids

6.	10.1	The Language of all correspondences and documents related to the Bid is: English.
7.	11.1 (i)	In addition to the documents stated in ITB 11 , the following documents must be included with the Bid Details are given in at Annex-B.
8.	11.5 (c)	Other procurement specific documentation requirements are:
9.	15.5	The bid price shall be adjusted in accordance with Appendix A – NA
10.	15.6	Name of the works: Renovation and Civil Work at HQ NADRA Islamabad. The identification No. NADRA-HQ-RFB-14/2026 The No. and identification of lots (contracts) comprising this open competitive bid, NA
11.	16.1	The currency of the Bid shall be in Pakistani Rupees.
12.	18.1	The Bid Validity period shall be 120 days.
13.	19.1	The amount of Bid Security shall be Rs. 152,000/- The currency of the Bid Security shall be: Pakistani Rupees. Or Indicate whether Bid Securing Declaration is applicable “No”
14.	19.3	The Bid Security shall be in the form of Cashier’s/PO or Certified Cheque or Bank Guarantee.
15.	19.3 (c)	Other forms of security are: Not Applicable
16.	20.1	Alternative Bids to the requirements of the Bidding Documents "will not", be permitted.
17.	20.2	If alternative scheduled for execution of work is explicitly invited (please insert the method for evaluation of different schedules for execution of works) Not Applicable



18.	22.1	The number of copies of the Bid to be completed and returned shall be one original on EPADS .
19.	22.2	The written confirmation of authorization to sign on behalf of the Bidder shall consist of one person only on company letterhead.

D. Submission of Bids

20.	23.2 (a)	Bid shall be submitted: Procurement Department, NADRA HQ, State Bank of Pakistan Building, Shahrah-e-Jamhuriat, G-5/2, Islamabad - 44000.
21.	23.2 (b)	Title of the subject Procurement or Project name: Renovation and Civil Work at HQ NADRA Islamabad. ITB title and No: Renovation and Civil Work at HQ NADRA Islamabad. NADRA-HQ-RFB-14/2026 Time and date for submission: February 12th, 2026 at 11:00
22.	24.1	The deadline for Bid submission is a) Day: Thursday b) Date: February 12th, 2026 c) Time: 11:00 a.m.

E. Opening and Evaluation of Bids

23.	27.1	The Bid opening shall take place at: Procurement Department, HQ, NADRA NADRA HQ, State Bank of Pakistan Building, Shahrah-e-Jamhuriat, G-5/2, Islamabad - 44000. Day: Thursday Date: February 12th, 2026 Time: 11:30 a.m.
24.	33.2	The currency that shall be used for Bid evaluation and comparison purposes to convert all Bid prices expressed in various currencies is: Pakistani Rupee.



		The source of exchange rate shall be: State Bank of Pakistan The date of exchange rate shall be: the date of opening of financial bids (in case of single stage two envelopes.)
25.	33.3	The bids shall be quoted in (Pak Rupees)
26.	34	Least Cost Based Selection (LCBS) After meeting the requirements of eligibility, qualification and substantial responsiveness, the bid in compliance with all the mandatory (technical) specifications/requirements and/or requisite quality threshold (if any), and having lowest evaluated cost (or financial proposal) shall be considered highest
27.	34	Specific criteria in case evaluating the bids submitted by JVs and consortium to be used in the evaluation and their evaluation method or reference to the Technical Specifications. Not Applicable
28.	34	In case of 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 Most Advantageous Bid in each Lot. Not Applicable
29.	35	Domestic preference not applicable.
30.	38.2	Sub-contracting (please insert percentage) of the total value of the contract. Not Applicable
F. Award of Contract		
31.	48	The Performance Security (or guarantee) shall be 5% percent of the Contract Price. Bid Security of most advantageous/successful bidder will be released once Performance Security is submitted within 14 working days after issuance of LOA .
32.	48	The Performance Security (or guarantee) shall be in the form of Bank Guarantee.

G. Review of Procurement Decisions

33.	53.6	The Address of PPRA to submit a copy of appeal: Grievance Redressal Appellate Committee, Public Procurement Regulatory Authority 3 rd Floor, G-5/2, Islamabad, Pakistan Tel: +92-51-9202254
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Section IV. Eligible Countries

All the bidders are allowed to participate in the subject procurement without regard to nationality, except bidders of some nationality, prohibited in accordance with policy of the Federal Government.

Following countries are ineligible to participate in the procurement process:

1. India
2. Israel



Section V. Evaluation and Qualification Criteria

The Procuring agency/Employer shall evaluate the bids in accordance with predefined evaluation and qualification criteria mentioned in this document. No other factors, methods or criteria shall be used. The Bidder shall provide all the information requested in the forms included in the Bidding Forms.

Wherever a Bidder is required to state a monetary amount, Bidders should indicate the currency prescribed in the BDS. In case of foreign currency, the exchange rates shall be taken from State Bank of Pakistan on that bid opening day. Any error in determining the exchange rates in the Bid may be corrected in accordance with **ITB 32** (Correction of Arithmetic Errors)

1. Domestic Preference

If allowed in the BDS, a margin of preference shall be granted to domestic contractors, in accordance with policy of the Federal Government and guidelines issued by the Authority, and subject to, the following provisions:

- (a) Contractors applying for such preference shall provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by the Procuring agency/Employer, a particular contractor or group of contractors qualifies for a domestic preference. The bidding documents shall clearly indicate the preference and the method that will be followed in the evaluation and comparison of bids to give effect to such preference.
- (b) After bids have been received and reviewed by the Procuring agency/Employer, responsive bids shall be classified into the following groups:
 - (i) Group A: bidder eligible for the domestic preference.
 - (ii) Group B: other bidder.
- (c) All evaluated bids in each group shall, as a first evaluation step, be compared to determine the most advantageous bid, and the most advantageous bids in each group shall be further compared with each other. If, as a result of this comparison, a bid from Group A is the most advantageous, it shall be selected for the award. If a bid from Group B is the most advantageous, as a second evaluation step, all bids from Group B shall then be further compared with the most advantageous bid from Group A. For the purpose of this further comparison only, the percentage of price preference of the respective bid price corrected for arithmetical errors, shall be added to the evaluated price offered in each bid from Group B. If the bid from Group A is the most advantageous, it shall be selected for award. If not, the most advantageous bid from Group B based on the first evaluation step shall be awarded the contract.



Evaluation

In addition to the criteria listed in **ITB 34.3** the following criteria shall be applied for the evaluation of bids:

2.1 Assessment of adequacy of Technical Proposal with Requirements:

Evaluation of the Bidder's Technical Proposal will include an assessment of the Bidder's technical capacity to mobilize key equipment and personnel for the contract consistent with its proposal regarding work methods, scheduling, and material sourcing in sufficient detail and fully in accordance with the requirements stipulated in Section V Works Requirements.

2.2 Technical Alternatives:

Technical alternatives, if permitted under BDS, will be evaluated as follows;
(*The Procuring agency/Employer shall describe how this factor will be evaluated*).

2.3 Multiple Contracts:

If works are grouped in multiple contracts and pursuant to **ITB 34**, the Procuring agency/Employer shall evaluate and compare Bids on the basis of a contract, or a combination of contracts, or as a total of contracts in order to arrive at the Most advantageous bid for the Procuring agency/Employer by taking into account bids offered by Bidders in case of award of multiple contracts. If a Bidder submits several successful (lowest evaluated substantially responsive) bids, the evaluation will also include an assessment of the Bidder's capacity to meet the following aggregated requirements as presented in the bid:

- 1) Average annual construction turnover,
- 2) Financial resources,
- 3) Equipment to be allocated, and
- 4) Personnel to be fielded

If permitted under ITB 34, will be evaluated as follows:

Award Criteria for Multiple Contracts:

Lots

If specified in the procurement planning and allowed in the BDS, the Procuring agency/Employer may ask to the bidder to bid for any one or more lots. Bids will be evaluated lot-wise for combined lots. The contract(s) will be awarded to the Bidder or Bidders offering the most advantageous bid to the Procuring agency/Employer for combined lots, subject to the selected Bidder(s) meeting the required qualification criteria for lot or combination of lots as the case may be.

Packages

If specified in the procurement planning and allowed in the BDS the bidder may choose to Bid for any one or more packages and for any one or more lots within a package. Bids will be evaluated package-wise, for combined packages and/or lots within a package. The contract(s) will be awarded to the Bidder or Bidders offering the most advantageous bid to the Procuring agency/Employer for combined packages, subject to the selected Bidder(s) meeting the required qualification criteria for combination of packages and or lots as the case may be.

2.4 Specialized Subcontractors

Only the specific experience of sub-contractors for specialized works permitted by the Procuring agency/Employer will be considered. The general experience and financial resources of the specialized sub-contractors shall not be added to those of the Bidder for purposes of qualification of the Bidder.

The specialized sub-contractors proposed shall be fully qualified for their work proposed, and meet the following criteria:
(*Specify Criteria below*)



Annex “B”

- Technical evaluation would be carried out on the basis of Bidder Evaluation Criteria **Annex “A”**.
- Financial Proposals would then be opened for the Qualified Bidders.

Bidder Evaluation Criteria			
Sr. No.	Particulars	Details	Documents Required
1	Bidder/ Firm has a Valid NTN Registration	Mandatory	Yes
2	Bidder/ Firm has a Valid GST/ICT Sales tax Registration	Mandatory	Yes
3	Bidder/ Firm is active on ATL list of FBR	Mandatory	Yes
4	Letter of Bid Technical (in Sealed Technical Bid)	Mandatory	Yes
5	Letter of Bid Financial (in Sealed Financial Bid)		
6	Undertaking on Judicial Paper that the firm is not blacklisted by any of Provincial or Federal Government Department, Agency, or autonomous body anywhere in Pakistan.	Mandatory	Yes
7	Bid security (refundable) equal to Rs. 152,000/- of bid value in Pak Rupees in form of a pay order / Demand Draft / Call Deposit/ Banker Cheque issued by any scheduled bank of Pakistan, in favor of National Database and Registration Authority.	Mandatory	Yes
8	Documentary evidence of registration / certificate of incorporation (in case of a company)	Mandatory	Yes
9	Copy of CNIC of the owner.	Mandatory	Yes
10	Bid price valid for 120 days.	Mandatory	Yes

Note:

- Bidder is required to submit all relevant documents mentioned in Bidder Evaluation Criteria **Annex “B”** and failing to provide any **Mandatory** document will lead to disqualification from the tender.
- Any incomplete /temper/forge/counterfeit information will fall under disqualification from the Tender.



Qualification

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

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
1. Eligibility							
1.1	Nationality	Nationality in accordance with ITB 4.3	Must meet requirement	N/A	N/A	N/A	Forms ELI – 1.1 and 1.2, with attachments
1.2	Conflict of Interest	No conflicts of interest in accordance with ITB 3.7	Must meet requirement	N/A	N/A	N/A	Letter of Bid
1.3	NTN Registration	Bidder/Company has a Valid NTN Registration	Must meet requirement	N/A	N/A	N/A	Documentary Evidence
1.4	GST/PST/ICT Registration	Bidder/Company has a Valid Tax Registration	Must meet requirement	N/A	N/A	N/A	Documentary Evidence
1.5	ATL on FBR	Bidder/Company is active on ATL list of FBR	Must meet requirement	N/A	N/A	N/A	Documentary Evidence
1.6	Blacklisting	Undertaking on Judicial Paper that the bidder/company is not blacklisted by any of Provincial or Federal Government Department, Agency, or autonomous body anywhere in Pakistan.	Must meet requirement	N/A	N/A	N/A	Documentary Evidence

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
Historical Contract Non-Performance							
2.1	History of Non-Performing Contracts	Not debarred due to any Non-performance of contract or deviation from Bid Securing Declaration in accordance with the provision of Rule-19 of PP Rules or the period of debarment has been over.	Must meet requirement	N/A	N/A	N/A	Form CON-2
2.2	Pending Litigation	Bidder's financial position and prospective long term profitability sound according to criteria established in 3.1 below and assuming that all pending litigation will be resolved against the Bidder	Must meet requirement	N/A	N/A	N/A	Form CON – 2
2.3	Litigation History	No consistent history of court/arbitral award decisions against the Bidder since 1 st January 2014 ¹	Must meet requirement	N/A	N/A	N/A	Form CON – 2

¹ The Applicant shall provide accurate information on the Application Submission Form about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last 10 years. A consistent history of court/arbitral awards against the Applicant or any member of a joint venture may result in disqualifying the Applicant.

Eligibility and Qualification Criteria		Compliance Requirements			Documentation		
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
3. Authorization, Experience, Registration & Financial Performance							
TO BE FILLED BY THE BIDDER (Please tick the appropriate)							
	ESTABLISHMENT OF FIRM						
3.1	a. Past Relevant Work Experience of minimum 5 years of Similar Nature, Verified through P.Os (5x copy must attach).	Mandatory				Form FIN – 3.1, with attachments	
	b. 5x Satisfaction/appreciation must be signed and/or stamped copy of the relevant experience on the letter head from the government/semi government/autonomous/private firm of period during last 5 years.	Mandatory					
	c. PEC Registration Participating firm must be registered with PEC. Valid Certificates be attached.	C6				Attach documents as proof	
3	FINANCIAL POSITION OF THE BIDDER						
	a. Bank Statements (bank stamped) of last 1x years calendar (01 Jan 25 to 31st December 25) showing Average annual credit transaction over Rs. 5 Million of relevant business/transactions.	Mandatory				Form FIN – 3.2 Attach documents as proof	

SECTION V: WORKS REQUIREMENT, TECHNICAL SPECIFICATIONS, DRAWINGS, SUPPLEMENTARY INFORMATION AND BILL OF QUANTITIES



Scope of Works
(Describe Scope of Work)

NADRA invites sealed bids from **Eligible Bidders** for **Renovation and Civil Work at HQ Islamabad.**

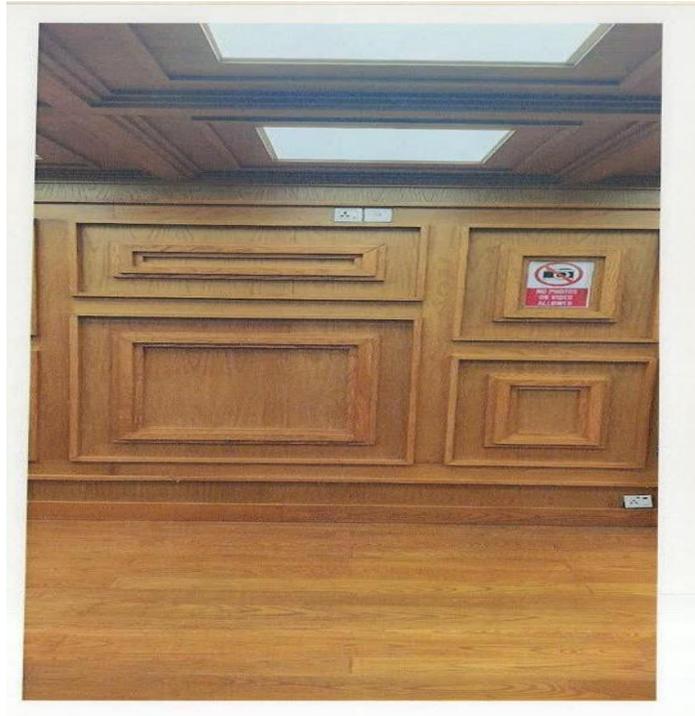


Drawings

(Insert reference to the drawing of the Construction works to be carried out under this contract)

Annex-A: Proposed/desired layout

Picture 1: Wall Paneling/Cladding Desired work



Picture 2: Wooden False Ceiling Proposed desired work



Picture 3: Proposed desired Wooden door design



Picture 4: Proposed Wooden Flooring



Bill of Quantities

ITEM NO.	DESCRIPTION OF WORK	QTY.	Unit Price (Rs)	Total Price W.O GST (Rs)	GST	Total Price with GST(Rs)
	<u>DISMANTLING</u>					
01-01C	Demolishing/Dismantling of the following including disposal of demolished materials/debris from site to out of Municipal limits and all usable materials staking on designated place & handed over to NADRA (Employer's authorized person), complete in all respects and/or as directed by the Engineer.					
	a) Dismantling of existing electrical wiring/switches, network cabling, lights, Ac's, false ceiling, Wooden Partition, 12mm Glass Partition including Door and any other Civil including wooden items (if any) complete in all respects	Sft. 450				
	<u>CARPENTARY & JOINERY WORK</u>					
01-2C	Provide, make and fix 4" thick MDF lasani partition Wall comprising 3/4" thick MDF Board Ash wood Lamination both sides including partial wood framing, termite control treatment with solignum, all other fixing accessories & hardwares and approved polishing colour/shade & quality etc. complete in all respects as shown on drawings/details and/or as directed by the user Department	Sft 450				
01-3C	Providing, Installation, Laying and Fix in position wood double layer subfloors which must be flat, clean,dy structually sound free. The first layer should be 3/4" sub floor Panels 4' x 8' sheet. Then 2nd layer should be of 1/2" MDF Sheet on top of 4' x 8' sheet. (Ref: Annex A: Proposed/desired layout)	Sft 450				
01-4C	Providing and Fixing of 12" x 12" wooden grid system 3" x 1-1/2" wood battens jointed at 1' x 1' both ways fixed to floor and slab with 6" long steel rawal bolts on an underlay of 5mm thick polythene sheet as directed by user department. (Ref: Annex A: Proposed/desired layout)	Sft 450				
01-5C	Providing Making and Polish and Fixing wooden flooring made by Teak wood or equivalent having wood density of 670-700 (kg/m3), wood hardness 1070-1200 (pound-force) , stability 1.5-2.0 suitable for heavy use. The Plank should be of 48" x 5". The planks should be placed on MDF Sheets including filling and lacquer Polish complete in all respects. (Ref: Annex A: Proposed/desired layout)	Sft 450				
01-6C	Supply, fix and make wooden boxes/beams/beadings/ cornice / paragola made of Ash / Mirandi / Teak wood of given sizes including lacquer polish. (Ref: Annex A: Proposed/desired layout)					
	a)2'-6" x 6"	Rft 800				
	b)1'-6" x 6"	Rft 1200				
	c)8' x 2"	Rft 450				
	d)2" x 1-1/2"	Rft 550				
	f)2' x 1"	Rft 790				
	g)4' x 2"	Rft 650				
01-7C	Provide, fix and fabricate wooden wall paneling with made of different sections of MDF sheets including wooden grid frame at back side topped with 20 mm thick MDF ash wood sheet including lacquer polish complete in all respects (Ref: Annex A: Proposed/desired layout)	Sft 1050				
01-8C	Provide, fix and fabricate wooden ceiling with made of different sections of MDF sheets including wooden grid frame at to be fixed with roof topped with 20 mm thick MDF ash wood sheet	Sft 450				



	including lacquer polish and provision of panel lights complete in all respects (Ref: Annex A: Proposed/desired layout)				
01-9C	Supply, apply prepare wood surface with filling and rubbing with sand paper to make surface smooth, matt lacquer manufactured by ICI natural colour wood polish (Ref: Annex A: Proposed/desired layout)	Sft 4000			
01-10C	Providing, fabricating and fixing workstations with 3/4" thick Super gloss sheet including drawer, keyboard tray, as per given design, including sliding channels, lock, handles complete in all respects	No 10			
01-11C	Providing and Fixing of MDF Wooden Cabinets including 2" x 2" frame of partial wood. All Structure and Shelves will be made of MDF Ash wood sheet including Lock, Handle and Magnetic Catcher including Lacquer polish Complete in all respects as per design by User Department.	Sft 230			
01-12C	Providing and Fixing of MDF 6" x 6" deep laminated cabling duct fixed under work stations of Super gloss sheet. Complete in all respects as per design by User Department.	Rft 113			
	Relocation of Ac's				
01-13C	Removing and Shifting of Existing Ac's (Wall Mounted, Cassette Ac, Floor Standing) including rerouting of Copper Pipe, Wiring and Drain (Including Additional Copper Pipe, Drain Pipe and New Wiring from Indoor to Outdoor and gas filling) Complete in all respects.	Nos 4			
Total Cost of Civil Works (Carried over to summary)					
	<u>E. ELECTRICAL WORKS</u>				
	<u>Light Fixtures</u>				
1-1E	Following light fixtures as per lighting fixture schedule (as shown on drawing) installed on surface or wall or floor or false ceiling or columns or must complete with all accessories such as lamps, lamp holders, ballasts, starters, ignitors, capacitors, LED drivers as applicable, etc. including all relevant installation material as required and approved by the Engineer. (Note: The contractor shall be responsible for compatibility of recessed mounted light fixtures with gypsum / aluminium / dampa etc., false ceiling types in coordination with architectural design.) Note: The light fixtures & components shall be certified by international accredited laboratory and test reports shall be submitted along with submittals for approvals. (Ref: Annex A: Proposed/desired layout)				
	a) Type – BT1	no. 25			
	<u>Wiring</u>				
1-2E	Wiring of light circuits from distribution board (DB) to point/switch including wiring between switches on the same circuit with 3 no. (1 x 2.5 mm ² as phase, neutral & CPC) single core Copper conductor PVC cable complete with appropriate size concealed (minimum 1" dia) / surface mounted PVC conduit and all accessories etc. complete in all respects.	no. 3			
1-3E	Wiring from light/exhaust fan point to switch with 3 no. (1 x 1.5 mm ² as phase, neutral & CPC) single core copper conductor PVC cable complete with appropriate size concealed (minimum 1" dia) / surface mounted PVC conduit, ceiling rose, 10A light control gang switch, sheet steel back box, 3 core flexible cable and all accessories etc. complete in all respects.	no. 13			
1-4E	Same as above item 01-3E but wiring from point to point.	no. 13			



1-5E	Wiring of 250V socket outlets with following size single core, copper conductor PVC cables complete with appropriate size concealed (minimum 1" dia)/surface mounted PVC conduit and all accessories, etc. complete in all respects..				
	a) From Distribution Board (DB) to outlet with 3 no. (1 x 4.0 mm ² as phase, neutral & CPC)	no. 20			
	b) From outlet to outlet with (1 x 2.5 mm ² as phase, neutral & CPC)	no. 60			
1-6E	Wiring from distribution board to Ac switch / circuit breaker box / socket outlet with 3 no. (1 x 4 mm ² as phase, neutral & CPC) single core copper conductor PVC cable, complete with appropriate size concealed (minimum 1" dia) / surface mounted PVC conduit and all accessories, etc. complete in all respects.	no. 3			
1-7E	Wiring from Indoor Unit to Outdoor with 5 no. (1 x 6 mm ² as 3-phase, neutral & CPC) single core copper conductor PVC cable, complete with appropriate size concealed (minimum 1" dia) / surface mounted PVC conduit and all accessories, etc. complete in all respects.	no. 3			
	<u>Wiring Accessories</u>				
1-8E	Following types of socket outlets including all accessories, complete in all respect.				
	a) Ceiling rose (A1 superior quality)	no. 30			
	b) 10A light control gang switch (Rocker Type) - type Pieno, Neo, Zencelo or equivalent	no. 24			
	c) Concealed sheet plastic back box with earth point for switches (3 inch by 3 inch)	no. 85			
	d) 13 A, 250 V, 3 pin universal type, switch socket outlet with sheet steel back box.	no. 85			
	<u>Conduits & Pipes</u>				
1-9E	Following sizes of PVC conduit / pipes installed on surface / concealed in wall, slab & floor including pull wire and all accessories as required etc., complete in all respects.				
	b) 1" dia	Rft 750			
	c) 1-1/4" dia	Rft 450			
Total Cost of Electrical Works (Carried over to summary) Rs.					-
<u>T. TELECOMMUNICATION WORKS</u>					-
<u>FLUKE AND OTDR TESTING</u>					-
1-1TA	Fluke Testing and Commissioning of all above network related items, termination and connectivity at both ends, including tagging/labeling and submission of detailed report with updated cable route drawings.	Job. 1			
1-2TA	Following type CAT-7, UTP 10 Giga Speed patch cord with RJ45 connector at both ends, including all accessories, complete in all respect.				
	a) 0.5 metre (19 inchs.) long	no. 20			
	b) 1 metre (3 ft.) long	no. 20			
	c) 3 metre (10 ft.) long	no. 10			
	<u>DATA CABLING</u>				
1-3TA	One gang, one port CAT-7 UTP RJ-45 shutter faceplate with I/O mounted on already installed recessed / surface moutned back box or floor box plate including all mounting accessories.	no. 10			
1-4TA	One gang, two port CAT-7 UTP RJ-45 shutter faceplate with I/O mounted on already installed recessed / surface moutned back box or floor box plate including all mounting accessories.	no. 5			



1-5TA	Wiring from data outlet point to relevant building or floor distributor rack with CAT-7 UTP cable in already installed conduit or cable tray or cable trunking including all accessories complete in all respect.	Point 30				
1-6TA	Power cabling for data rack single or three phase (as required) including industrial socket in already installed conduit or cable tray (as per site condition) from relevant connection point upto rack including all mounting and installation accessories complete in all respect.	Job 1				
	MISC CABLING					
1-7TA	High speed HDMI to HDMI Fiber Optic (upto 15 meter length) cable with connectors on both end laid in already installed conduit or cable tray or cable trunking including all accessories complete in all respect.	no. 15				
	CONDUITS & PIPES					
1-8TA	Following sizes of PVC conduit / Flexible pipes installed on surface / concealed in wall, slab & floor including pull wire and all accessories as required etc., complete in all respects.					
	d) 1 inch dia	Rft 400				
	CABLE TRAYS					
1-9TA	Following (1.6 mm) thick G.I sheet coated perforated cable tray with 1.6mm thick soild cover including proper manufactured flexible expansion coupler, elbows, risers, tees, crosses, internal & external bends and fittings, galvanized support structure, all accessories, compelete in all respects. (Note: Welded connection is not allowed and prohibited)					
	a) 300 mm x 75 mm	Rft. 200				
1-10TA	Supply & Installation of Technology Boxes for Board Room & Conference Room with following ports requirement: - 2 x 3 pin power sockets - 2 x Ethernet port RJ45 - 1 x VGA port - 1 x HDMI port - 1 x Audio Connector - 1 x USB .	No. 12				
1-11TA	Providing, installing, testing, and commissioning of 2-Ton Floor-Standing/ Cassette Ac DC Inverter Air Conditioner of approved make (Gree / PEL / Acson), complete with insulated copper refrigerant piping (Mueller USA), condensate drain piping, all necessary fittings, accessories, and additional refrigerant gas as required, complete in all respects and to the satisfaction of the Engineer.	No 2				
1-12TA	Providing and fixing 40" LED Television of approved make (TCL / Samsung / LG), featuring HD resolution, LED display, HDMI and USB connectivity, wall-mount / table-top installation as required, including all accessories, complete in all respects and to the satisfaction of the Engineer.	No 12				
	Furniture					
1-1F	Supply of high quality imported full back with head rest chairs of Interwood/Master or equivalent with mesh/foam cushioning back and with imported wheels base (as per sample approved by user department)	No. 12				
Total GST						
Total Inclusive of all applicable Taxes						



SECTION VI: STANDARD BIDDING FORMS

Table of Forms

Letter of Bid – Technical Proposal	50
Letter of Bid - Financial Proposal	52
Bidder Information Form.....	54
Personnel.....	55
Financial Situation	61
EXPERIENCE.....	Error! Bookmark not defined.
Form of Bid Security.....	Error! Bookmark not defined.
Form of Bid-Securing Declaration.....	66
Appendix-A.....	Error! Bookmark not defined.
The Base Date Prices and Current Date Prices of the specified elements shall be obtained from the sources specified in the contract.	Error! Bookmark not defined.
.....



Letter of Bid – Technical Proposal

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

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

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

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

Date of this Bid submission: *[insert date (as day, month and year) of Bid submission]*

RFB No.: *[insert number of Bidding process]*

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

To: *[insert complete name of Procuring agency/Employer]*

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

In submitting our Bid we make the following declarations:

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



- (k) **Not Bound to Accept:** We understand that you are not bound to accept the Most Advantageous Bid or any other Bid that you may receive; and
- (l) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us, or on our behalf, engages in any type of Fraud and Corruption.

Name of the Bidder: *[insert complete name of Bidder]

Country of Origin of the Bidder: [insert country of origin, in case of JV country of origin of lead member]

Name of the person duly authorized to sign the Bid on behalf of the Bidder: ** [insert complete name of person duly authorized to sign the Bid]

Title of the person signing the Bid: [insert complete title of the person signing the Bid]

Signature of the person named above: [insert signature of person whose name and capacity are shown above]

Date signed [insert date of signing] **day of** [insert month], [insert year]

*: In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder.

**: Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules.



Letter of Bid - Financial Proposal

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

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

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

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

Date of this Bid submission: [insert date (as day, month and year) of Bid submission]

Request for Bid No.: [insert number of bidding process]

Name of Project.: [insert identification]

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

To: [insert complete name of Procuring agency/Employer]

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

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

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

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

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

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

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

Name of Recipient	Address	Reason	Amount



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

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

Name of the Bidder: *[insert complete name of the Bidder]

Name of the person duly authorized to sign the Bid on behalf of the Bidder: ** [insert complete name of person duly authorized to sign the Bid]

Title of the person signing the Bid: [insert complete title of the person signing the Bid]

Signature of the person named above: [insert signature of person whose name and capacity are shown above]

Date signed [insert date of signing] **day of** [insert month], [insert year]

*: In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder.

** : Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules.



FORM ELI 1

Bidder Information Form

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

Date: [insert date (as day, month and year) of Bid submission]

RFB No.: [insert number of Bidding process]

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

Page _____ of _____ pages

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



Personnel

Form PER -1

Contractor's Representative and Key Personnel Schedule

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

Contractor' Representative and Key Personnel

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



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



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

Name of Bidder

Position [#1]: <i>[title of position from Form PER-1]</i>

Personnel information	Name:	Date of birth:
	Address:	E-mail:
	Professional qualifications:	
	Academic qualifications:	
	Language proficiency: <i>[language and levels of speaking, reading and writing skills]</i>	
details	Address of Procuring agency/Employer:	
	Telephone:	Contact (manager / personnel officer):
	Fax:	
	Job title:	Years with present Procuring agency/Employer:

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

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



Declaration

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

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

Commitment	Details
Commitment to duration of contract:	<i>[insert period (start and end dates) for which this Contractor’s Representative or Key Personnel is available to work on this contract]</i>
Time commitment:	<i>[insert period (start and end dates) for which this Contractor’s Representative or Key Personnel is available to work on this contract]</i>

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

- (a) be taken into consideration during Bid evaluation;
- (b) result in my disqualification from participating in the Bid;
- (c) result in my dismissal from the contract.

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

Signature:

Date: (day month year): _____

Countersignature of authorized representative of the Bidder:

Signature: _____

Date: (day month year): _____



Form CON – 2

Historical Contract Non-Performance, Pending Litigation and Litigation History

Bidder's Name: _____

Date: _____

JV Member Name _____

ICB/NCB No. and title: _____

Page _____ of _____ pages

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



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



Financial Situation

Form FIN – 3.1:

Financial Situation and Performance

Bidder's Name: _____

Date: _____

JV Member's Name _____

ICB No. and title: _____

Page _____ of _____ pages

1. Financial data

Type of Financial information in (currency)	Historic information for previous _____ years, _____				
	(amount in currency, currency, exchange rate*, PKR equivalent)				
	Year 1	Year 2	Year 3	Year 4	Year 5
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					

*Refer to ITB 16 for the exchange rate



2. Sources of Finance

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

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

2. Financial documents

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

- (a) reflect the financial situation of the Bidder or in case of JV member, and not an affiliated entity (such as parent company or group member).
- (b) be independently audited or certified in accordance with local legislation.
- (c) be complete, including all notes to the financial statements.
- (d) correspond to accounting periods already completed and audited.

Attached are copies of financial statements for the _____ years required above; and complying with the requirements



Form FIN – 3.2:

Average Annual Construction Turnover

Bidder's Name: _____

Date: _____

JV Member's Name _____

ICB/NCB No. and title: _____

Page _____ of _____ pages

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

* See Section III, Evaluation and Qualification Criteria.



Form FIN – 3.3:

Financial Resources

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

Financial Resources		
No.	Source of financing	Amount
1		
2		
3		



Form FIN - 5:

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

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

Form FIN - 5A: For Single Entities

For Single Entities: (A)	Total Available Financial Resources from FIN – 3.3 (B)	Total Monthly Financial Requirement for Current Contract Commitments (CCC) from FIN – 3.4 (C)	Available Financial Resources Net of CCC $D = (B - C)$	Requirement for the Subject Contract (E)	Results: Yes or No [D must be greater than or equal to E] (F)
<hr style="width: 100%;"/> (Name of Bidder)			-	

- Note -

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



Appendix-A

Form of Bid Security

(Bank Guarantee)

[The bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[Purchaser to insert its name and address]*

No.: *[Purchaser to insert reference number for the Request for Bids]* **Alternative No.:**

[Insert identification No if this is a Bid for an alternative] **Date:** *[Insert date of issue]*

BID GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that _____ *[insert name of the Bidder, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof]* (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its Bid (hereinafter called "the Bid") for the execution of

_____ Under Request for Bids No. _____ ("the RFB").

Furthermore, we understand that, according to the Beneficiary's conditions, Bids must be supported by a Bid guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____
(_____) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

- (a) has withdrawn its Bid during the period of Bid validity set forth in the Applicant's Letter of Bid ("the Bid Validity Period"), or any extension thereto provided by the Applicant; or
- (b) having been notified of the acceptance of its Bid by the Beneficiary during the Bid Validity Period or any extension thereto provided by the Applicant, (i) has failed to sign the contract agreement, or (ii) has failed to furnish the performance security, in accordance with the Instructions to Bidders ("ITB") of the Beneficiary's bidding document.

This guarantee will expire: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the Contract agreement signed by the Applicant and the performance security issued to the Beneficiary in relation to such Contract agreement; or (b) if the Applicant is not the successful Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Bidding process; or (ii) twenty-eight days after the end of the Bid Validity Period.

Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

[Signature(s)]

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



Method for payment of bills

- a. **100%** Payment shall be made after completion of delivery of items and successful QC check to the supplier on provision of acceptance certificate / and on production of following documents;
- i) Delivery Challan of (In duplicate).
 - ii) Firm Bill (In duplicate).
 - iii) Sale Tax Invoice (In duplicate).
 - iv) Warrantee / Guarantee form (in duplicate) for each equipment (If applicable).
 - v) Valid Professional Tax & Income Tax exemption Certificate (If applicable).



Section IX. Special Conditions of the Contract

Special Conditions of the Contract

The Special Conditions of Contract (SCC) complement the General Conditions of Contract (GCCC) to specify data and contractual requirements of the Procuring agency/Employer/ Employer, the engineer, the sector, the overall project, and the works. In the event of a conflict, the provisions herein shall prevail over those in the GCCC.

Part A – Contract Data

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

SCC Clause Number	GCCC Clause Number	Amendments of, and Supplements to, Clauses in the GCCC
General Provision (GCCC 1)		
1.	1.3	<p>For notices</p> <p>Procuring agency Authorized representatives name and address:</p> <p style="padding-left: 40px;">Director General (Procurement) Procurement Department, NADRA HQ, State Bank of Pakistan Building, Shahrah-e-Jamhuriat, G-5/2, Islamabad - 44000.</p> <p>Contractors Authorized representatives name and address:</p>
2.	1.4	<p>Governing Law;</p> <p>The Applicable Law shall be: Laws of the Pakistan.</p>
3.	1.4	<p>Communication Language:</p> <p>The Communication Language shall be: English</p>
4.	1.5	<p>The documents forming the Contract shall be interpreted in the following order of priority:</p> <ol style="list-style-type: none"> 1. Form of Contract, 2. Special Conditions of Contract, 3. General Conditions of Contract, 4. Letter of Acceptance, 5. Certificate of Contract Commencement 6. Specifications 7. Contractor's Bid, and 8. Any other document listed in the Special Conditions of Contract as forming part of the Contract.
The Employer/ Procuring agency/Employer (GCCC Clause 2)		
5.	2.1	<p>Time for access to the Site:</p> <p>24/7 days after Commencement Date</p>
The Engineer (GCCC Clause 3)		

6.	3.2	Engineer's Duties and Authority: Variations resulting in an increase of the Accepted Contract Amount in excess of <u>15%</u> shall require approval of the Procuring agency/Employer.
The Contractor (GCCC Clause 4)		
7.	4.2	Performance guarantee/ security will be in the form of a bank guarantee in the amount of 5 % of the Contract Price
8.	4.7.2(a)	Clause 4.7 Setting out Period for notification of errors in the items of reference <i>15 days</i>
9.	4.22	Contractor's Operations on site No Place other than Site (Works Section-NADRA HQ Islamabad)
Sub-Contracting (GCCC Clause 5)		
10.	5.1(a)	Maximum allowable accumulated value of work subcontracted (as a percentage of the Accepted Contract Amount) Not Applicable
11.	5.1 (b)	Works for which sub-contracting is not permitted. Not Applicable
Staff and Labor (GCCC Clause 6)		
12.	6.5	Normal working hours [<i>8 am to 8 pm</i>]
Plant, Material and Workmanship (GCCC Clause 7)		
13.	7.2	Samples [<i>As per BOQ & Drawings</i>]
Commencement, Delays and Suspension (GCCC Clause 8)		
14.	8.3	Number of additional paper copies of program [<i>Not Applicable</i>]
15.	8.8	Delay damages shall be payable for each day of delay shall be 0.2% of the Contract Price per day, in the currency and proportions in which the Contract Price is payable. Maximum amount of delay damages is <i>10 %</i> of the Contract Price. <i>[The maximum amount of delay damages should not exceed 10% of the contract price]</i>
Measurement and Valuation (GCCC Clause 12)		
16.	12.2	Method of measurement shall be [<i>Not Applicable</i>]
17.	12.3	Percentage profit [<i>Not Applicable</i>]
Variations and Adjustments (GCCC Clause 13)		
18.	13.4 (b)(ii)	Percentage rate to be applied to Provisional Sums for overhead charges and profit is _____ [<i>insert %</i>]
19.	13.7	Adjustments for Changes in Cost: The Contract Price shall be fixed
Contract Price and Payment (GCCC Clause 14)		

20.	14.2	No advance payment
21.	14.2.3	Repayment of Advance payment: Not Applicable
22.	14.3(iii)	Percentage of retention: Not Applicable
23.	14.5(b)(i)	Plant and Materials: Not Applicable
24.	14.5(c)(i)	Plant and Materials: Not Applicable
25.	14.6.2	Withholding (amounts in) an IPC Not Applicable.
26.	14.7(a)	Period of payment of Advance Payment to the Contractor Not Applicable
27.	14.7b(i)	Period for the Procuring agency/Employer to make interim payments to the Contractor under Sub-Clause 14.6 (interim Payment) Not Applicable
28.	14.7b(ii)	Period for the Procuring agency/Employer to make interim payments to the Contractor under Sub-Clause 14.13 (Final Payment) 30 days after acceptance from user department
29.	14.7(c)	Period for the Procuring agency/Employer to make final payment to the Contractor 56 days after delivery challan and Acceptance by the user department
30.	14.8	financing charges for delayed payment (percentage points above the average bank short-term lending rate as referred to under sub-paragraph (a)) Not Applicable
31.	14.11.1(b)	Number of additional paper copies of draft Final Statement Not Applicable
32.	14.15	Currencies of Payment The Contract Price shall be paid in the Pakistan Rupees
33.	14.15 (a)(i)	The proportions or amounts of the Local and Foreign Currencies, and the fixed rates of exchange to be used for calculating the payments, shall be as

		stated in the Contract Data, except as otherwise agreed by both parties. Not Applicable
34.	14.15 (c)	Payment of Delay Damages shall be made in the currencies and proportions specified in the Contract Data.
35.	14.15 (f)	If no rates of exchange are stated in the Contract Data, they shall be those prevailing on the Base Date and published by the central bank of the Country. Not Applicable
36.	17.2 (d)	Liability for Care of the Works Any operation of the forces of nature (other than those allocated to the Contractor in the Contract Data) which is Unforeseeable or against which an experienced contractor could not reasonably have been expected to have taken adequate preventative precautions.
Insurance (GCC Clause 19)		
37.	19.1	Permitted deductible limits insurance required for the Works: _____ insurance required for Goods: _____ insurance required for liability for breach of professional duty: _____ insurance required against liability for fitness for purpose (if any is required): _____ insurance required for injury to persons and damage to property: _____ insurance required for injury to employees: ____ other insurances required by Laws and by local practice: _____ ____ Not Applicable _____
38.	19.2.1(b)	Additional amount to be insured (as a percentage of the replacement value, if less or more than 15%) Not Applicable
39.	19.2.1(iv)	List of Exceptional Risks which shall not be excluded from the insurance cover for the Works Not Applicable
40.	19.2.2	Extent of insurance required for Goods Amount of insurance required for Goods Not Applicable
41.	19.2.3(a)	amount of insurance required for liability for breach of professional duty Not Applicable
42.	19.2.3(b)	Insurance required against liability for fitness for purpose

		Not Applicable
43.	19.2.3	Period of insurance required for liability for breach of professional duty Not Applicable
44.	19.2.4	Amount of insurance required for injury to persons and damage to property Not Applicable
45.	19.2.6	<p>Insurance</p> <p><u>Other insurances required by Laws and by local practice</u></p> <p>The contractor shall provide all other insurances required by the Laws of the countries where (any part of) the Works are being carried out, at the Contractor's own cost. Other insurances required by local practice (if any) shall be detailed in the Contract Data and the Contractor shall provide such insurances in compliance with the details given, at the Contractor's own cost.</p> <p>Not Applicable</p>
Dispute Avoidance/ Adjudication Board (GCCC Clause 21)		
46.	21.1	Time for appointment of DAAB [<i>specify</i>]
47.	21.1	The DAAB shall comprise [<i>specify</i>] members
48.	21.1	<p>List of proposed members of DAAB</p> <ul style="list-style-type: none"> - Proposed by Employer/ Procuring agency/Employer <ul style="list-style-type: none"> 1. 2. 3. - Proposed by Contractor <ul style="list-style-type: none"> 1. 2. 3.
49.	21.2	Appointing entity (official) for DAAB members

Part-B Special Provisions

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

- i. Particular conditions must be drafted clearly and without any ambiguity;
- ii. Party's duties, rights, obligations, roles and responsibilities shall be clearly described in line with General Conditions of the Contract, requirements as specified in the bidding document;
- iii. While drafting special provisions realistic timelines must be provided for completion of the project / assignment;
- iv. All disputes must be settled either through arbitration act 1940 or through International Chamber of Commerce.

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

Table: Summary of Sections (if any)

Description of parts of the Works that shall be designated a Section for the purposes of the Contract (Sub-Clause 1.1.73)	Value: Percentage² of Accepted Contract Amount (Sub-Clause 14.9)	Time for Completion (Sub-Clause 1.1.84)	Delay Damages (Sub-Clause 8.8)

² These percentages shall also be applied to each half of the Retention Money under Sub-Clause 14.9

SECTION VIII: CONTRACT FORMS

Notification of Award

Form: Letter of Acceptance

(Letter head of the Procuring Agency)

Ref: _____

Date: _____

To: [name & address of the Supplier]

Subject: _____.

1. I am directed to notify you that your bid dated _____ for execution of the Procurement of _____ for the Contract Amount of Rs. _____ (_____) including of GST as corrected and modified in accordance with the Instructions of Bidders is hereby accepted by *name:(procuring agency)*.

2. You are requested to furnish the Performance Security within **14 working days** as per clause 43.1 of BDS of the tender no. _____, using for that purpose Performance Security Form given in the SBD is attached for your reference. Purchase Order/Contract will be signed once performance security is submitted within the stipulated time.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment: Performance Security Form

Form of Contract

THIS AGREEMENT made the ____ day of _____ 20____ between *[name and address of Procuring agency/Employer]* of Pakistan (hereinafter called “the Procuring agency/Employer”) of the one part and *[name of Contractor]* of *[city and country of Contractor]* (hereinafter called “the ”) of Contractor other part:

WHEREAS the Procuring agency/Employer desired that the works *[brief description of works]* should be executed by the contractor, and has accepted a Bid by the contractor for the execution and completion of these works and remedying of any defects therein, 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:-
 - (a) This form of Contract;
 - (b) Letter of Acceptance;
 - (c) the Form of Bid and the Price Schedule submitted by the Bidder;
 - (d) the Works Requirements;
 - (e) the Technical Specifications;
 - (f) the Drawings;
 - (g) the General Conditions of the Contract
 - (h) the Special Conditions of Contract,
 - (i) the completed schedule including Bill of Quantities; and
 - (j) *[add here: any other documents]*
3. In consideration of the payments to be made by the Procuring agency/Employer to the contractor as mentioned in this contract, the contractor hereby covenants with Procuring agency/Employer to execute the works to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring agency/Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works 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/Employer)	Signed, sealed, delivered by _____ the _____ (for the Contractor)
Witness to the signatures of the Procuring agency/Employer	Witness to the signatures of the Contractor

Performance Guarantee Form

To: *[name of Procuring agency/Employer]*

WHEREAS *[name of Contractor]* (hereinafter called “the contractor”) has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated *[insert date]* for the execution of *[insert name of the works and its brief description]* (hereinafter called “the Contract”).

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

AND WHEREAS we have agreed to give the Contractor a guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Contractor, 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 Contractor 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]

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: _____

Dated: _____

Contract Value: _____

Contract Title: _____

[Name of Contractor] 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 Contractor] 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 Contractor] 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 Contractor] 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 Contractor] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of Contractor] 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.

[Procuring agency/Employer]

[Contractor]