



**NATIONAL INSTITUTE OF BANKING AND FINANCE PAKISTAN  
NIBAF PAKISTAN**

**VOLUME-I**

**Technical Proposal**

**Bidding documents**

**For**

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**SUPPLY AND REPLACEMENT OF DAMAGED GAS PIPELINE AT NIBAFP  
ISLAMABAD**

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**BIDDING AND CONTRACT DOCUMENT**

INVITATION TO BID  
INSTRUCTIONS TO BIDDERS  
BIDDING DATA  
FORM OF BID  
QUALIFICATION CRITERIA  
CONDITIONS OF CONTRACT  
STANDARD FORM  
DRAWINGS  
SPECIFICATIONS

***Apr-26***



**NATIONAL INSTITUTE OF BANKING AND FINANCE PAKISTAN  
PITRAS BUKHARI ROAD, SECTOR H-8/1, ISLAMABAD**

Reference No: NIBAFP/Engg/405436/26

**INVITATION TO e-BID**

1. National Institute of Banking and Finance Pakistan (NIBAF Pakistan), invites electronic bids from the suppliers/ contractors'/ service providers, who are registered with Income & Sales Tax registration and are on Active Taxpayers List (ATL) of FBR. Details of project(s) is listed in below table:

Sr. No.	Title of Procurement	Date & Time of		Bid Security (Rs.)
		Bid Submission	Bid Opening	
1.	Supply and Replacement of Damaged Gas Pipeline at NIBAFP Islamabad	20-May-26 11:00 A.M.	20-May-26 11:45A.M	Rs. 30,000

2. The Bidding shall be conducted in line with the Rule 36 (b) Single Stage - Two Envelope procedure. E-bidding documents as per regulations, containing detailed terms and conditions, specifications and requirements etc. are available for the registered bidders on EPADS at ([www.eprocure.gov.pk](http://www.eprocure.gov.pk)).
3. Bid(s) must be accompanied by a Bid Security as mentioned in above table. The bidders shall upload scanned copy of Bid Security on EPADS. Original bid security must be submitted at below address.
4. The electronic bids, must be submitted by using EPADS on or before schedule mentioned in above table. Manual bids, shall not be accepted. Electronic Bids will be opened by using EPADS publicly on the same day on schedule mentioned in above table at Office of PA to CEO NIBAF Pakistan, Pitras Bukhari Road, Sector H-8/1, Islamabad. In case the bid opening date falls on a public holiday, the bids will be opened on the next working day at the same time and on the same venue.

Sd/-

Head Facility Management Division

NIBAF Pakistan, Pitras Bukhari Road, Sector H-8/1, Islamabad.

Phone: 92-51-9269846, 9269850-53 (3941/3521)

Website: [www.nibaf.sbp.org.pk/](http://www.nibaf.sbp.org.pk/)

## Table of Contents

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

43. Variations .....	19
44. Instructions for variations.....	19
45. Valuation of Variations .....	19
46. Notification of Award .....	19
47. Signing of Contract.....	19
48. Performance Security (or Guarantee).....	20
49. Advance Payment.....	20
50. General Performance of the Bidders .....	20
51. Corrupt & Fraudulent Practices .....	20
F. GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM.....	20
52. Constitution of Grievance Redressal.....	20
53. GRC Procedure .....	20
G. MECHANISM OF BLACKLISTING .....	21
54. Mechanism of Blacklisting.....	21
<b>SECTION III: BID DATA SHEET .....</b>	<b>23</b>
<b>SECTION IV. ELIGIBLE COUNTRIES, AND QUALIFICATION CRITERIA .....</b>	<b>25</b>
<b>SECTION V: WORKS REQUIREMENT, SCHEDULE .....</b>	<b>27</b>
<b>SECTION VI: STANDARD BIDDING FORMS.....</b>	<b>29</b>
<b>SECTION VII. GENERAL CONDITIONS (GC).....</b>	<b>34</b>
<b>SECTION VIII. SPECIAL CONDITIONS OF THE CONTRACT .....</b>	<b>35</b>
<b>PART A – CONTRACT DATA.....</b>	<b>35</b>
<b>PART-B SPECIAL PROVISIONS .....</b>	<b>37</b>
<b>SECTION IX: CONTRACT FORMS.....</b>	<b>48</b>
<b>SECTION X - TECHNICAL SPECIFICATIONS &amp; DRAWINGS.....</b>	<b>53</b>
<b>VOL-II: FINANCIAL PROPOSAL.....</b>	<b>2</b>
<b>Preamble .....</b>	<b>2</b>
<b>Bill of Quantities (BOQ) .....</b>	<b>3</b>

**A. INTRODUCTION**

<b>1. Scope of Bid</b>	1.1	The Procuring agency/Employer (PA), as indicated in the <b>Bid Data Sheet</b> (BDS) invites Bids for the execution of Works as specified in the BDS and <b>Section V- Works Requirements</b> . The name, identification, and number of lots (contracts) of this National/ International Competitive Bidding process are specified in BDS.
<b>2. Source of Funds</b>	2.1	Source of funds as referred in Bid Data Sheet.
<b>3. Eligible Bidders</b>	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 bidder's 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: <ul style="list-style-type: none"> <li>a) are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring agency/Employer to provide consulting services for the preparation of design or technical specifications of the works that are the subject of the bid; or</li> <li>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</li> <li>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;</li> <li>d) have controlling shareholders in common; or</li> <li>e) receive or have received any direct or indirect subsidy from any of them; or</li> <li>f) have the same legal representative for purposes of this Bid; or</li> <li>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</li> <li>h) Submit more than one bid in this bidding process.</li> </ul>
	3.8	A Bidder may be ineligible if – <ul style="list-style-type: none"> <li>(a) he is declared bankrupt or, in the case of company or firm, insolvent;</li> </ul>

		<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.
<b>4. Eligible Material and Equipment</b>	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.
<b>5. One Bid per Bidder</b>	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.
<b>6. Cost of Bidding</b>	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

<b>7. Contents of Bidding Documents</b>	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 <b>ITB 9.2</b> include:</p> <p><b>Section I</b> - Invitation for Bids  <b>Section II</b> Instructions to Bidders (ITBs)  <b>Section III</b> Bid Data Sheet (BDS)  <b>Section IV</b> Eligible Countries  <b>Section V</b> Works Requirements Technical Specifications &amp; Schedule of Requirements  <b>Section VI</b> Standard Bidding Forms  <b>Section VII</b> General Conditions of Contract (GCC)  <b>Section VIII</b> Special Conditions of Contract (SCC)  <b>Section IX</b> Contract Forms</p>
	7.2	The number of copies to be completed and submitted with the Bid is specified in the <b>BDS</b> .
	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.
<b>8. Clarification of Bidding Document, Pre-bid Meeting</b>	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 <b>BDS</b> .
	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 <b>ITB 24.1</b> . 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 <b>ITB 09</b> .
	8.5	If indicated in the <b>BDS</b> , 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 <b>BDS</b> . 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 <b>ITB 9</b> . 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.
<b>9. Amendment of Bidding Documents</b>	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 <b>ITB 7.1</b> 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**

<b>10. Language of Bid</b>	10.1	The bid prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and the Procuring agency/Employer shall be written in the English language unless specified in the <b>BDS</b> . 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 <b>BDS</b> , in which case, for purposes of interpretation of the bidder, the translation shall govern.
<b>11. Documents Establishing Eligibility of Material, Equipment and Works, their Conformity to Bidding Documents</b>	11.1	The bid prepared by the bidder shall constitute the following components: - a) Documentary evidence established in accordance with <b>ITB 11</b> 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 <b>ITB 12</b> that the bidder has been authorized to carry out the Construction works; c) Documentary evidence established in accordance with <b>ITB 12</b> that the bidder is eligible and/or qualified for the subject bidding process; d) Form of Bid and Bid Prices completed in accordance with <b>ITB 14 and 15</b> ; e) Completed schedules as required, including priced Bill of Quantities in accordance with <b>ITB 13 &amp; 15</b> . f) Technical Proposal completed in all aspects in accordance with <b>ITB-17</b> . g) Bid security or Bid Securing Declaration furnished in accordance with <b>ITB 19</b> ; h) Alternative bids, if permissible, in accordance with <b>ITB 20</b> ; i) Duly Notarized Power of Attorney authorizing the signatory of the Bidder to submit the bid; and j) Any other document required in the <b>BDS</b> .
	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 <b>BDS</b> .
	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.
<b>12. Documents Establishing Eligibility and Qualification of the Bidder</b>	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:

		<p>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 <b>BDS</b>.</p> <p>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.</p> <p>c) That the bidder meets the qualification criteria listed in Section-V, Evaluation and Qualification Criteria and <b>BDS</b>.</p>
<b>13. Letter of Bid and Schedules</b>	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 <b>ITB 22</b> . All blank spaces shall be filled in with the information requested.
<b>14. Letter of Bid</b>	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.
<b>15. Bid Prices</b>	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	<p>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):</p> <p>Provided that:</p> <p>a) where there is only one (substantially) responsive bidder, or</p> <p>b) where there is provision for alternate proposals and the respective items are not listed in the other bids,</p> <p>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.</p>
	15.4	The Bid price to be quoted in the Form of Bid in accordance with <b>ITB 15.1</b> shall be the total price of the bid.
	15.5	Unless otherwise specified in the <b>BDS</b> 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 <b>ITB 1.1</b> , 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 <b>ITB 30</b> , 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.
<b>16. Currencies of Bid and Payment</b>	16.1	The currency(ies) of the bid and the currency(ies) of payments shall be as specified in the <b>BDS</b> .
	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 <b>BDS</b> .
	16.4	Bidders may be required by the Procuring agency/Employer to clarify their foreign currency requirements, if prescribed in the <b>BDS</b> and to substantiate that the amounts included in Lump Sum and in the <b>SCC</b> are reasonable and responsive to <b>ITB 16.1</b> .

<b>17. Documents Comprising the Technical Proposal</b>	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 <b>Section IV – Standard Bid Forms</b> , in sufficient detail to demonstrate the adequacy of the bidder’s proposal to meet the work requirements and the completion time.
<b>18. Bid Validity Period</b>	18.1	Bids shall remain valid for the period specified in the <b>BDS</b> 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 <b>ITB 19</b> 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 <b>ITB 19</b> in all respects.
<b>19. Bid Security or Bid Securing Declaration</b>	19.1	Pursuant to <b>ITB 11.1</b> unless otherwise specified in the <b>BDS</b> , 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 <b>BDS</b> or Bid Securing Declaration as specified in the <b>BDS</b> in the format provided in <b>Section VI (Standard Bidding Forms)</b> . 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 <b>ITB 19.9</b> .
	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 <b>BDS</b> 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 <b>BDS</b> .
	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 <b>Section VI (Standard Bidding Forms)</b> 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 <b>ITB 19.9</b> are invoked.
	19.6	Any bid not accompanied by a Bid Security or Bid Securing Declaration in accordance with <b>ITB 19.1</b> or <b>19.3</b> shall be rejected by the Procuring agency/Employer and shall be declared as non-responsive bid, pursuant to <b>ITB 30</b> .
	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 <b>ITB 18</b> . The Procuring agency/Employer shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, after whichever of the following that occurs earliest: (a) The expiry of the Bid Security; (b) The entry into force of a procurement contract and the provision of a performance security (or guarantee), for the performance of the contract if such a security (or guarantee), is required by the 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 <b>ITB 47</b> , or furnishing the performance security (or guarantee), pursuant to <b>ITB 48</b> .
	19.9	The Bid Security may be forfeited or the Bid Securing Declaration executed: a) if a Bidder: i) Withdraws its Bid during the period of Bid Validity as specified by the Procuring agency/Employer, and referred by the bidder on the Form of Bid except as provided for in <b>ITB 18.2</b> ; or ii) Does not accept the correction of errors pursuant to <b>ITB 32</b> ; or b) In the case of a successful bidder, if the bidder fails: i) to sign the contract in accordance with <b>ITB 47</b> ; or ii) to furnish performance security (or guarantee) in accordance with <b>ITB 48</b> .
	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.
<b>20. Alternative Bids by Bidders</b>	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 <b>BDS</b> . If so allowed, <b>ITB 20</b> shall prevail.
	20.2	When alternative schedule for execution of works is explicitly invited, a statement of that effect will be included in the <b>BDS</b> as will the method for evaluating different schedule for execution of works.
	20.3	If so allowed in the <b>BDS</b> , 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.
<b>21. Withdrawal of Bids</b>	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 <b>ITB 21.1</b> shall be returned unopened to the bidders.
<b>22. Format and Signing of Bid</b>	22.1	The Bidder shall prepare an original and the number of copies of the bid as indicated in the <b>BDS</b> , clearly marking each " <b>ORIGINAL</b> " and " <b>COPY</b> " 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 <b>BDS</b> 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

<b>23. Sealing and Marking of Bids</b>	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 " <b>ORIGINAL</b> " and " <b>COPY</b> ". The envelopes shall then be sealed in an outer envelope securely sealed in such a manner that opening and resealing cannot be achieved undetected. <b>Note:</b> <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 <b>BDS</b> ; and b) bear the title of the subject procurement or project name, as the case may be as indicated in the <b>BDS</b> , the Invitation for Bids (ITB) title and number indicated in the <b>BDS</b> , and a statement:

		<b>“DO NOT OPEN BEFORE”</b> , to be completed with the time and the date specified in the <b>BDS</b> , pursuant to <b>ITB 24.1</b> .
	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 <b>TECHNICAL PROPOSAL</b> and <b>FINANCIAL PROPOSAL</b> in separate inner envelopes and enclosed in a single outer envelope. b) <b>ORIGINAL</b> and each copy of the Bid shall be separately sealed and put in separate envelopes and marked as such. c) The envelopes containing the <b>ORIGINAL</b> and copies will be put in one sealed envelope and addressed / identified as given in <b>ITB 23.2</b> .
	23.4	The inner and outer envelopes shall: a) be addressed to the Procuring agency/Employer at the address provided in the <b>BDS</b> ; b) bear the name and identification number of the contract as defined in the <b>BDS</b> ; and provide a warning not to open before the time and date for bid opening, as specified in the <b>BDS</b> pursuant to <b>ITB 24.1</b> . c) In addition to the identification required in <b>ITB 23</b> 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 <b>ITB 25</b> .
	23.5	If all envelopes are not sealed and marked as required by <b>ITB 23.2</b> , <b>ITB 23.3</b> and <b>ITB 23.4</b> or incorrectly marked, the Procuring agency/Employer will assume no responsibility for the misplacement or premature opening of bid.
<b>24. Deadline for Submission of Bids</b>	24.1	Bids shall be received to the Procuring agency/Employer no later than the date and time specified in the <b>BDS</b> .
	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 <b>ITB 9</b> , 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.
<b>25. Late Bids</b>	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 <b>ITB 24</b> .
	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.
<b>26. Substitution and Modification of bids</b>	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 <b>ITB 22</b> .

### **E. OPENING AND EVALUATION OF BIDS**

<b>27. Opening of Bids</b>	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 <b>BDS</b> . The bidders’ representatives present shall sign a attendance sheet as a proof of their attendance.
	27.2	First, envelopes marked <b>“WITHDRAWAL”</b> 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 <b>“SUBSTITUTION”</b> 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 <b>“MODIFICATION”</b> 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 <b>BDS</b> 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 <b>ITB 25</b> .
	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.
<b>28. Confidentiality</b>	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 <b>ITB 28.2</b> 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.
<b>29. Clarification of Bids</b>	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 <b>ITB 32</b> .
	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"> <li>a) evaluation &amp; qualification criteria;</li> <li>b) required scope of work;</li> <li>c) contract price;</li> <li>d) all securities requirements;</li> <li>e) tax requirements;</li> <li>f) terms and conditions of bidding documents.</li> <li>g) change in the ranking of the bidder</li> </ul>
	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.
<b>30. Preliminary Examination of Bids</b>	30.1	<p>Prior to the detailed evaluation of bids, the Procuring agency/Employer will determine whether each bid:</p> <ul style="list-style-type: none"> <li>a) meets the eligibility criteria defined in <b>ITB 3</b> and <b>ITB 4</b>;</li> <li>b) has been prepared as per the format and contents defined by the Procuring agency/Employer in the bidding documents;</li> <li>c) has been properly signed;</li> <li>d) is accompanied by the required securities; and</li> <li>e) is substantially responsive to the requirements of the bidding documents.</li> </ul> <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	<p>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: -</p> <ul style="list-style-type: none"> <li>a) affects in any substantial way the scope, quality, or performance of the Works;</li> <li>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</li> <li>c) if rectified, would affect unfairly the competitive position of other bidders presenting substantially responsive bids.</li> </ul>
	30.3	The Procuring agency/Employer will confirm that the documents and information specified under <b>ITB 11, 12</b> and <b>13</b> 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><b>Explanation:</b> <i>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 -</i></p> <ul style="list-style-type: none"> <li>(a) <i>Submit the number of copies of signed bids required by the invitation;</i></li> <li>(b) <i>Furnish required information concerning the number of its employees;</i></li> <li>(c) <i>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.</i></li> </ul>
	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.

<b>31. Examination of Terms and Conditions; Technical Evaluation</b>	31.1	The Procuring agency/Employer shall examine the bid to confirm that all terms and conditions specified in the <b>GCC</b> and the <b>SCC</b> have been accepted by the bidder without any material deviation or reservation. For this purpose: “Deviation” means departure from the requirements specified in the Bidding Document. “Reservation” means setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document.
	31.2	The Procuring agency/Employer shall evaluate the technical aspects of the bid submitted in accordance with <b>ITB 31</b> , to confirm that all requirements specified in <b>Section V – Works Requirement, Technical Specifications</b> 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 <b>ITB 30</b> , it shall reject the bid.
<b>32. Correction of Arithmetic Errors</b>	32.1	Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: - a) if there is a discrepancy between unit prices and the sub-total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the sub-total price shall be corrected, unless in the opinion of the Procuring agency/Employer there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected; b) if there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail, and the total shall be corrected; and c) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern. d) Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.
	32.2	The amount stated in the Bid will, be rectified by the Procuring agency/Employer in accordance with the above procedure for the correction of errors and, with, the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount, its bid shall be rejected after forfeiture of Bid Security or execution of the Bid Securing Declaration, as the case may be, in accordance with <b>ITB 19.9</b> .
<b>33. Conversion to Single Currency</b>	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 <b>BDS</b> .
<b>34. Evaluation of Bids</b>	34.1	The Procuring agency/Employer shall evaluate and compare only the bids determined to be substantially responsive, pursuant to <b>ITB 30</b> .
	34.2	In evaluating the Technical Proposal of each Bid, the Procuring agency/Employer shall use the criteria and methodologies listed in the <b>BDS</b> 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: 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 <b>ITB 32.1</b> ;

		c) converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with <b>ITB 33</b> ;
	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 <b>BDS</b> .
	34.6	If the bid, which results in the Evaluated Bid Price (Most Advantageous Bid), is seriously unbalanced or front loaded in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the performance security be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract. <b>Explanation:</b> <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>
<b>35. Domestic Preference</b>	35.1	If the <b>BDS</b> 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.
<b>36. Determination of Most Advantageous Bid</b>	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.
<b>37. Qualification of Bidder</b>	37.1	The Procuring agency/Employer shall determine to its satisfaction whether the bidder is substantially responsive and whose bid is declared as most advantageous bid either continues to meet (if prequalification applies) or meets (if post-qualification applies) the qualifying criteria specified in Evaluation and Qualification Criteria. <i>Note: In case of International bidding, the parameters for incorporation or licensing within Pakistan may be fulfilled as part of post qualification.</i>
	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 <b>ITB 12</b> .
	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.
<b>38. Sub-Contractors</b>	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 <b>BDS</b> .

<p><b>39. Abnormally Low Financial Bid</b></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"> <li>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;</li> <li>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;</li> <li>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;</li> <li>d) The Procuring agency/Employer shall not incur any liability solely by rejecting abnormally bid; and</li> <li>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.</li> </ul> <p><b>Guidance for Procuring agency/Employer:</b> 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"> <li>(i) Comparing the bid price with the cost estimate;</li> <li>(ii) Comparing the bid price with the bids offered by other bidders submitting substantially responsive bids; and</li> <li>(iii) Comparing the bid price with prices paid in similar contracts in the recent past either government- or development partner-funded.</li> </ul>
	<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 <b>ITB 12</b></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 <b>ITB 12</b>, 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. <b>Explanation:</b> <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>
	<p>39.5</p>	<p>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.</p>

**F. AWARD OF CONTRACT**

<b>40. Criteria of Award</b>	40.1	Subject to <b>ITB 36</b> and <b>37</b> , 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"> <li>a) eligible in accordance with the provisions of <b>ITB 3</b>;</li> <li>b) is determined to be qualified to perform the Contract satisfactorily; and</li> <li>c) Successful negotiations have been concluded, if any.</li> </ul>
<b>41. Negotiations</b>	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"> <li>(a) a minor alteration to the technical (drawings, design technical specifications) details of the statement of works;</li> <li>(b) Methodology, work plan, staffing in view to streamline the work;</li> <li>(c) a minor amendment to the special conditions of Contract;</li> <li>(d) finalizing payment arrangements;</li> <li>(e) clarifying details that were not apparent or could not be finalized at the time of Bidding;</li> </ul>
	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.
<b>42. Procuring agency/Employer's Right to reject All Bids</b>	42.1	Notwithstanding <b>ITB 37</b> , 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.

<b>43. Variations</b>	43.1	<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"> <li>a) increase or decrease the quantity of any work included in the Contract,</li> <li>b) omit any such work (but not if the omitted work is to be carried out by the Employer or by another contractor),</li> <li>c) change the character or quality or kind of any such work,</li> <li>d) change the levels, lines, position and dimensions of any part of the Works,</li> <li>e) execute additional work of any kind necessary for the completion of the Works, or</li> <li>f) change any specified sequence or timing of construction of any part of the Works.</li> </ul> <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 <b>ITB 15</b>. 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>
<b>44. Instructions for variations</b>	44.1	<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>
<b>45. Valuation of Variations</b>	45.1	<p>All variations and any additions to the Contract Price which are required to be determined in accordance with <b>ITB 15</b> (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 <b>ITB 15</b>.</p>
<b>46. Notification of Award</b>	46.1	<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>
	46.2	<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 at least for fifteen (15) days after the acceptance of bid. The notification letter (herein after and in the condition of the contract and contract form called "Letter of Acceptance" will specify the sum that the Procuring agency/Employer will pay the successful bidder in consideration for the execution and completion of the works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).</p>
	46.3	<p>The notification of award will constitute the formation of the Contract, subject to the bidder furnishing the Performance Security (or guarantee) in accordance with <b>ITB 48</b> and signing of the contract in accordance with <b>ITB 47</b>.</p>
	46.4	<p>Upon the successful bidder's furnishing of the performance security (or guarantee) pursuant to <b>ITB 48</b>, 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 <b>ITB 19</b>.</p>
<b>47. Signing of Contract</b>	47.1	<p>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.</p>
	47.2	<p>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.</p>
	47.3	<p>Where no formal signing of a contract is required, work order issued to the bidder shall be construed to be the contract.</p>

<b>48. Performance Security (or Guarantee)</b>	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 <b>BDS and SCC</b> , 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 <b>BDS</b> 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 <b>ITB 47</b> 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).
<b>49. Advance Payment</b>	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 <b>SCC</b> .
<b>50. General Performance of the Bidders</b>	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.
<b>51. Corrupt &amp; Fraudulent Practices</b>	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

<b>52. Constitution of Grievance Redressal</b>	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.
<b>53. GRC Procedure</b>	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**

<b>54. Mechanism of Blacklisting</b>	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 debarring the bidder or contractor from participating in any public procurement with a statement that the bidder or contractor may, within thirty (30) days, prefer a representation against the order before the Authority.
	54.9	Such blacklisting or barring action shall be communicated by the Procuring agency/Employer to the Authority and respective bidder or bidders in the form of decision containing the grounds for such action. The same shall be publicized by the Authority after examining the record whether the procedure defined in blacklisting and debarment mechanism has been adhered to by the Procuring agency/Employer.
	54.10	The bidder may file the review petition before the Review Petition Committee Authority within thirty (30) days of communication of such blacklisting or barring action after depositing the prescribed fee and in accordance with "Procedure of filing and disposal of review petition under Rule-19(3) Regulations, 2021". The Committee shall evaluate the case and decide within ninety (90) days of filing of review petition.
	54.11	The committee shall serve a notice in writing upon all respondent of the review petition. The notices shall be accompanied by the copies of review petition and all attached documents of the review petition including the decision of the Procuring agency/Employer. The parties may file written statements along with essential documents in support of their contentions. The Committee may pass such order on the representation may deem fit.
	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**

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
<b>A. Introduction</b>		
1.	1.1	Name of Procuring agency/Employer: The subject of procurement is: <b>Supply and Replacement of Damaged Gas Pipeline at NIBAFP Islamabad</b> Commencement date execution of the works: <b>To be notified in Notice to Commence / Work Order</b> Type of Procurement : <b>National Bidding</b>
2.	2.1	Financial year for the operations of the Procuring agency/Employer: <b>2025-26</b> Name of Project [ <b>Supply and Replacement of Damaged Gas Pipeline at NIBAFP Islamabad</b> ] Name of financing institution: [ <b>Own Funds</b> ] Name and identification number of the Contract: [No: <b>NIBAFP/Engg/405436/26</b> ]
3.	3.1	Bidders must be registered with EPADS. Joint Venture is not allowed.
<b>B. Bidding Documents</b>		
4.	7.2	The number of copies to be completed and returned is one original and [None]. The Bidder shall submit the bid through EPADS.
5.	8.1	A prospective Bidder requiring any clarification of the Bidding Documents may approach Procuring Agency through EPADS.
6.	8.2	The NIBAFP will respond to any request for clarification of the Bidding Documents that it receives no later than seven (07) days before the deadline of submission of bids and response will be uploaded on E-PADS within three days prior to closing date of Bids.
7.	8.5	Pre-bid meeting will not be held
<b>C. Preparation of Bids</b>		
8.	10.1	The Language of all correspondences and documents related to the Bid is: [Urdu / English]
9.	11.1 (i)	<b>Technical Proposal;</b> a. As provided in Bid Evaluation Criteria b. Dully signed and stamped Volume -I <b>Financial Bid;</b> c. Bidding Documents - Priced Bill of Quantities, duly signed and stamped.
10.	11.4 (c)	Other procurement specific documentation requirements are: [N/A].
11.	15.5	<b>Price Adjustment</b> <b>The bid price shall not be adjusted</b>
12.	15.6	Name of the works: <b>Supply and Replacement of Damaged Gas Pipeline at NIBAFP Islamabad</b> The identification No. <b>NIBAFP/Engg/405436/26</b> The No. and identification of lots (contracts) comprising this open competitive bid : <b>N/A</b>
13.	16.1	The currency of the Bid shall be ( <i>Pak Rupees</i> );
14.	18.1	The Bid Validity period shall be [ <b>180</b> ] days.
15.	19.1	The amount of Bid Security is <b>Rs. 30,000</b> . The currency of the Bid Security shall be Pak Rupees.
16.	19.3	The Bid Security shall be in the form of <b>Pay Order / Demand Draft / Deposit/Bank Guarantee</b> at call in favor of NIBAF Pakistan valid for a period 28 days beyond the Bid Validity date. A scanned copy of Bid Security shall be submitted through E-PADS. However, Bid Security in original is required to be submitted through sealed envelope, which must reach to: <b>Joint Director Administration NIBAF Pakistan, Pitras Bukhari Road, Sector H-8/1, Islamabad. Phone: 92-51-9269846, 9269850-53 (3941/3521)</b> <b>Website: www.nibaf.sbp.org.pk/</b>
17.	19.3 (c)	Other forms of security are:[N/A]
18.	20.1	Alternative and conditional Bids are not acceptable and bidder will be held non-responsive.
19.	20.2	If alternative scheduled for execution of work is explicitly invited (N/A)
20.	22.1	Bidding shall be conducted in line with the <b>Rule 36 (b) Single Stage - Two Envelope procedure</b> . The Bidder shall submit the bid through EPADS, completed in all respects of this bidding document. Copy of Bid is not required.
21.	22.2	The written confirmation of authorization to sign on behalf of the bidder shall consist of : Authorization on letterhead / stamp paper
<b>D. Submission of Bids</b>		
22.	23.2 (a)	The Bidder shall submit the bid through EPADS, completed in all respects of this bidding document.

23.	23.2 (b)	Title of the subject Procurement or Project name: [ <b>Supply and Replacement of Damaged Gas Pipeline at NIBAFP Islamabad</b> ] ITB title and No: <b>NIBAFP/Engg/405436/26</b> Time and date for submission: [ <i>As mentioned in tender Notice</i> ]
24.	24.1	The deadline for Bid submission is as mentioned in tender Notice.

**E. Opening and Evaluation of Bids**

25.	27.1	The Bid opening shall take place through EPADS on the date and time as mentioned in Tender Notice.
26.	33.2 & 33.3	Bid is required to be quoted in Pak Rupees.
27.	34	<b>Evaluation Techniques</b> <b>Least Cost Based Selection (LCBS)</b> After meeting the requirements of eligibility, qualification and substantial responsiveness, the bid in compliance with all the mandatory (drawings/ design/ technical specifications /requirements and/or requisite quality threshold (if any), and having lowest evaluated cost (or financial proposal) shall be considered highest ranked bid.
28.	34	Joint Venture is not allowed.
29.	34	Bid is required for complete scope of Works
30.	35	Domestic preference not applicable.
31.	38.2	Sub-contracting of the total value of the contract is not allowed.

**F. Award of Contract**

32.	48	The amount of Performance Security shall be <b>10%</b> of the Contract Price stated in the Letter of Acceptance / Award in favour of NIBAF Pakistan , in the form of Bank Draft or Bank Guarantee valid till successful completion of Defect Notification Period. OR In case, the cost of the Contract is less than four million, the Bid Security of the successful bidder shall be retained as Performance Security.
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**G. Review of Procurement Decisions**

33.	53.6	Any bidder feeling aggrieved may lodge complain through EPADS before Grievance Redressal Appellant Committee
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**SECTION IV. ELIGIBLE COUNTRIES, AND QUALIFICATION CRITERIA****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

## Evaluation and Qualification Criteria

### 1. Qualification Criteria

#### 1.1. General

Qualification will be based on all the criteria given in succeeding para. Employer reserves the right to waive minor deviations, if these don't materially affect the capability of an applicant to perform the contract. Joint Venture or consortium is not allowed. Experience of Joint Venture will not be considered. The bidder's experience with SBP /NIBAFP may be considered even if bidder has not submitted relevant documents. The Employer reserves the right to seek further information and / or verify the information furnished by the applicants. In this regard, Employer reserve the right to have site visit to verify the previous installation /work experience etc. The Employer may reject any application for any misrepresentation knowingly made by any applicant in, or pursuant to, their application or for any statement furnished in connection therewith, and intended to be relied upon by the Employer, which is incorrect in any respect.

#### 1.2. Parameters of Bid Evaluation & Qualification

SNO.	Description	Annexure / Page No. of attached Document
1.	<b>Bid Security</b> Bid Security in original is required to be submitted through sealed envelope before opening of Bid.	
2.	<b>Bidding Documents</b> Duly signed and stamped, Volume-I of the Bidding document	
3.	<b>FBR Registrations</b> Bidder must be active taxpayer as per Federal Board of Revenue (FBR's) revenue Data base i-e Active Tax Payer List for NTN and GST (as per nature of procurement).	
4.	<b>PEC Valid Registration</b> N/A	
5.	<b>Relevant Revenue Authority</b> The Bidder should also be registered with relevant / concerned Revenue Authority. If not registered, the 100% tax shall be deducted at source as per applicable law and credited to relevant account.	
6.	<b>Company Registration</b> Documentary evidence of registration of company/ firm showing the status i.e. (i) Individual/ Sole Proprietorship, (ii) Associated of Persons, (iii) Pvt. Limited. Bidder may submit CNIC, Partnership Deed, Article of Associate / Memorandum, Form-29 & Form-A.	
7.	<b>Undertaking (As per Format attached)</b> The bidder is required to submit an undertaking on stamp paper of min: Rs.50/- as per format provided.	
8.	<b>Experience</b> The bidder must be awarded at least 2 projects pertaining to High Pressure Gas pipelines (SNGPL, SSGC) each of cost Rs. 0.8M or more, during last 05 years. (Work order/ contract agreements/ completion certificates to be attached).	
9.	<b>Financial Capability/Liquid Assets</b> Available Financial Capability of Rs.0.6M or above. (Bank statement be submitted as evidence showing required balance at any one instant in the statement of last three months before date of publication of tender notice OR Available Bank Credit Line facility Rs.0.6M or above during same period or Liquid Assets such as Premium Prize Bond etc.) OR Annual Sales volume or Gross Turnover of at least Rs. 1.2M in any of the last three years. Attach Copy(s) of Audited Financial Statements or Income Tax return filed in FBR or Bank Statement.	

**SECTION V: WORKS REQUIREMENT, SCHEDULE**

**Scope of Works**

**1. Location of Site:**

National Institute of Banking & Finance Pakistan (NIBAF Pakistan),  
Pitras Bukhari Road H-8/1 Islamabad

**2. Major Items of Contract:**

- a. Supply and replacement of damaged gas pipeline

## Construction Schedule

### Completion / Delivery Time: 60 days

Bidder shall provide a program in a bar-chart showing the sequence of work items by which he proposes to complete the Works of the entire Contract. The program should indicate the sequence of work items and the period of time during which he proposes to complete the Works including the activities like designing, schedule of submittal of drawings, ordering and procurement of materials, manufacturing, delivering, construction of civil works, erection, testing and commissioning of Works to be supplied under the Contract. The proposed sequence of execution of various sections of the project shall be according to the given Key Performance Indicators (KPIs) as following;

SN	Description of Activity	Total Days	Start Date	Finish Date	0-30	31-60
01	Supply and replacement of damaged gas pipeline	30			—————	
02	Punch list Items	30				—————

The above Key Performance Indicators should be taken into consideration by the bidder in order to execute the works.

If the above KPI is not acceptable to any bidder, the bidder will prepare its own Work Program along with detailed justification for its change. Bids without above given Work Program or bidder's own proposed Work Program without justification shall not be considered responsive.

**SECTION VI: STANDARD BIDDING FORMS****Letter of Bid – Technical Proposal**

**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.

IFB No: NIBAFP/Engg/405436/26  
Title: Supply and Replacement of Damaged Gas Pipeline at NIBAFP Islamabad  
Bidder: \_\_\_\_\_

**UNDERTAKING**

1. I/We hereby confirm and declare that I/We, \_\_\_\_\_, has/have not been declared in-eligible or debarred, blacklisted/sanctioned by any Federal or Provincial Government Department, National Counter Terrorism Authority (NACTA), Agency, Organization or Autonomous Body anywhere in Pakistan or fraudulent practices, or no failure to perform with SBP/ NIBAF Pakistan..
2. I/We, M/s \_\_\_\_\_, understand and agree unconditionally that in case I/We, M/s fail to abide by the above undertaking or any of terms of the Contract, the Client/ NIBAF Pakistan shall be at liberty to terminate the Contract without prejudice to any other rights / remedy available in the Contract.

Seal & Signature of Bidder: _____
Date: _____

## 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.***

**Appendix-B**  
**Form of Bid-Securing Declaration**

*[The Bidder shall fill in this Form in accordance with the instructions indicated.]*

Not applicable

**Appendix-C**

**Formula for Price Adjustment**

Not applicable

The bid price shall not be adjusted

**SECTION VII. GENERAL CONDITIONS (GC)****Red Book:**

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

The prospective bidders may obtain copy of the above-mentioned Conditions of Contract directly from Head Office of FIDIC, on the address indicated below against payment of their usual charges. However, a copy of the aforesaid FIDIC Conditions of Contract is available in Engineering Department, which can be seen on any working day during office hours if so desired for ready reference.

**International Federation of Consulting Engineers (FIDIC)**

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

Fax: +41 22 799 49 054

Telephone: +41 22 799 49 01

E-mail: [fidic@fidic.org](mailto:fidic@fidic.org)

[www.fidic.org](http://www.fidic.org)

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

## SECTION VIII. SPECIAL CONDITIONS OF THE CONTRACT

The Special Conditions of Contract (SCC) complement the General Conditions of Contract (GCC) to specify data and contractual requirements of the 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 GCC.

### PART A – CONTRACT DATA

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

SCC Clause Number	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
<b>General Provision (GCC 1)</b>		
1.	1.1.27	<b>Defects Notification Period</b> 356 days
2.	1.1.84	<b>Time for Completion</b> 60 days
3.	1.3	<b>For Notices</b> Procuring agency/Employer/ Engineer’s Authorized representatives name and address: Director Administration, National Institute of Banking and Finance Pakistan, NIBAF Pakistan, Pitras Bukhari Road, Sector H-8/1, Islamabad
4.	1.4	<b>Governing Law;</b> The Applicable Law shall be: Laws of the Pakistan
5.	1.4	<b>Communication Language:</b> The Communication Language shall be: Urdu / English
<b>The Employer/ Procuring agency/Employer (GCC Clause 2)</b>		
6.	2.1	Time for access to the Site: Immediately after Commencement Date
7.	2.2	Not Applicable
<b>The Engineer (GCC Clause 3)</b>		
8.	3.2	Engineer’s Duties and Authority: Variations resulting in an increase of the Accepted Contract Amount in excess of 1 % shall require approval of the Procuring agency/Employer.
9.	3.7.5	Dissatisfaction with Engineer’s determination: The contents of last paragraph of this clause are replaced as under; In the event that a Party fails to comply with an agreement of the Parties under this Sub-Clause 3.7 or a final and binding determination of the Engineer, the other Party may, without prejudice to any other rights it may have, refer the failure itself directly to arbitration under Sub-Clause 21.6 [Arbitration].
<b>The Contractor (GCC Clause 4)</b>		
10.	4.2	The amount of Performance Security shall be <b>10%</b> of the Contract Price stated in the Letter of Acceptance / Award in favour of NIBAF Pakistan , in the form of Bank Draft or Bank Guarantee valid till successful completion of Defect Notification Period.  OR In case, the cost of the Contract is less than four million, the Bid Security of the successful bidder shall be retained as Performance Security.
11.	4.7.2(a)	Clause 4.7 Setting out Period for notification of errors in the items of reference “[3 days]
<b>Sub-Contracting (GCC Clause 5)</b>		
12.	5.1(a)	Maximum allowable accumulated value of work subcontracted (as a percentage of the Accepted Contract Amount)
13.	5.1 (b)	Sub-contracting is not permitted.
<b>Staff and Labour (GCC Clause 6)</b>		
14.	6.5	Normal working hours : As per applicable law
<b>Plant, Material and Workmanship (GCC Clause 7)</b>		
15.	7.2	Samples [N/A]
<b>Commencement, Delays and Suspension (GCC Clause 8)</b>		
16.	8.3	Number of additional paper copies of program [N/A]
17.	8.8	@ 0.1% of total work done/ day to a maximum of 10% of the total work done.
<b>Measurement and Valuation (GCC Clause 12)</b>		
18.	12.2	Method of measurement shall be net except otherwise provided in the Contract
<b>Variations and Adjustments (GCC Clause 13)</b>		
19.	13.4 (b)(ii)	Percentage rate to be applied to Provisional Sums for overhead charges and profit is : N/A
20.	13.7	Not applicable.

<b>Contract Price and Payment (GCC Clause 14)</b>		
21.	14.2	If requested by the Contractor, an interest-free Advance up to <b>15 %</b> of the Contract Price stated in the Letter of Acceptance shall be paid by the Employer to the Contractor in two equal parts upon submission by the Contractor of an Advance Guarantee for the full amount of the Advance in the specified form from a Scheduled Bank in Pakistan subject to approval of Director/Head Engineering Payments shall be made as per the following criteria; a) First part of the Mobilization Advance within twenty (20) days after verification of the approved/ legible Bank Guarantee from the issuing bank. b) Second part of the mobilization advance on arrival of required tools & plants and commencement of Works at site to the entire satisfaction of the Employer.
22.	14.2.3	Advance paid to the Contractor shall be recovered from the interim bills of the Contractor @ 15% of total amount of work done at site for the bill being processed till the time that whole of the amount of Mobilization Advance has been recovered.
23.	14.3(iii)	Percentage of retention: <b>10%</b> Limit of Retention Money : <b>10%</b>
24.	14.5(b)(i)	Plant and Materials: If Sub-Clause 14.5 applies: N/A
25.	14.5(c)(i)	Plant and Materials: Not Applicable.
26.	14.7(a)	Period of payment of Advance Payment to the Contractor <b>28days</b>
27.	14.7b(i)	Period for the Procuring agency/Employer to make interim payments to the Contractor under Sub-Clause 14.6 (interim Payment) <b>30days</b>
28.	14.7b(ii)	Period for the Procuring agency/Employer to make interim payments to the Contractor under Sub-Clause 14.13 (Final Payment) <b>60days</b>
29.	14.7(c)	Period for the Procuring agency/Employer to make final payment to the Contractor : 56days
30.	14.8	<b>Delayed Payment</b> N/A
31.	14.11.1(b)	Number of additional paper copies of draft Final Statement :1
32.	14.15	<b>Currencies of Payment</b> Pak 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.
34.	14.15 (c)	Pak Rupees.
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.
<b>Insurance (GCC Clause 19)</b>		
36.	19.2.	From AA rated Insurance Company of PACRA/ JCR. <b>The Works</b> Amount of Cover: The sum stated in Letter of Acceptance plus fifteen percent 15%. <b>Contractor 's equipment</b> Amount of Cover: Full replacement Cost <b>Injury to Person and Damaged to Property including Third Party Insurance</b> Amount of Cover: I) As per workmen compensation act,1923 II) Contractor's all Risk including Third party

**PART-B SPECIAL PROVISIONS**

<b>1.1</b>	<b>Definitions</b>	1.1.76 "Specification" Following is added at the end: "and consists of two parts i.e., i) "Part A - Specific Provisions"; and ii) "Part B - Technical Provisions"."
<b>1.2</b>	<b>Interpretation</b>	"and" is deleted from the end of sub-paragraph (i) and added at the end of sub-paragraph (j). Sub-paragraph (k) is added: "(k) The word "tender" is synonymous with "bid" the word tenderer with "bidder", the words "tender documents" with "bidding documents" and "Schedule of Prices" with "Bill of Quantities", as applicable."
<b>1.5</b>	<b>Priority of Documents</b>	The documents listed at (a) through (k) of this Sub-Clause are deleted and substituted with the following: (a) the Contract Agreement; (b) the Letter of Acceptance; (c) the Letter of Bid; (d) the Special Conditions Part A - Contract Data; (e) the Particular Conditions Part B - Special Provisions; (f) the General Conditions; (g) The completed Appendices to Bid at Section-V (A to N); (h) the completed Schedules to Bid including Bill of Quantities; (i) the Drawings; (j) the Specification Part A - Special Provisions; (k) the Specification Part B - Technical Provisions; (l) any other documents forming part of the Contract. The addenda/corrigenda, if any, shall be deemed to have been incorporated at the appropriate places in the documents forming the Contract.
<b>1.6</b>	<b>Contract</b>	In the last line of the 1st paragraph the text "shall be borne by the Employer" is substituted by "shall be borne by the Contractor"
<b>1.9</b>	<b>Delayed Drawings or Instructions</b>	Contractor shall only be entitled to Extension of Time.
<b>1.13</b>	<b>Compliance with Laws</b>	Contractor shall only be entitled to Extension of Time.
<b>2.1</b>	<b>Right of Access to the Site</b>	Contractor shall only be entitled to Extension of Time.
<b>2.2</b>	<b>Assistance</b>	This clause is not applicable
<b>3.1</b>	<b>The Engineer</b>	In sub-paragraph (a) the text "as defined in the Pakistan Engineering Council Act, 1975 (Act No. V of 1976)" are added after the words "professional engineer".
<b>3.2</b>	<b>Engineer's Duties and Authority</b>	The Engineer shall obtain the consent in writing of the Employer before taking action under the following Sub-Clauses of these Conditions: (a) Consenting to the subcontracting of any part of the Works under Sub-Clause 5.1 [Subcontractors], 5.2 [Nominated Subcontractor] (b) Any action under Sub-Clauses 8.9 [Employer's Suspension] and 8.12 [Prolonged Suspension] (c) Issuance of "Taking Over Certificate" under Sub-Clause 10.1 [Taking Over the Works and Sections]. (d) Issuing the "Performance Certificate" under Sub-Clause 11.9 [Performance Certificate]. (e) Sub-Clause 13.1 [Right to Vary]: instructing a Variation, except; i. in an emergency situation as determined by the Engineer, or ii. if such a Variation would increase the Accepted Contract Amount by less than the percentage specified in the Contract Data. (f) Sub-Clause 13.3 [Variation Procedure]: approving a proposal for Variation submitted by the Contractor in accordance with Sub-Clause 13.3.2 [Variation by Request for Proposal] or 13.2 [Value Engineering]. (g) Certifying release of second half of the Retention Money under Sub-Clause 14.9 [Release of Retention Money]. (h) Issuing Final Payment Certificate under Sub-Clause 14.13 [Issue of FPC].

		<p>Any such requirement shall not be applied to any action by the Engineer under Sub-Clause 3.7 [Agreement or Determination], as stated in Sub-Clause 3.2 [Engineer's Duties and Authority] of the General Conditions.</p> <p>Notwithstanding the obligation, as set out above, to obtain approval, if, in the opinion of the Engineer, an emergency occurs affecting the safety of life or of the Works or of adjoining property, he may, without relieving the Contractor of any of his duties and responsibility under the Contract, instruct the Contractor to execute all such work or to do all such things as may, in the opinion of the Engineer, be necessary to abate or reduce the risk. The Contractor shall forthwith comply, despite the absence of approval of the Employer, with any such instruction of the Engineer. The Engineer shall determine an addition to the Contract Price, in respect of such instruction, in accordance with Clause 13 and shall notify the Contractor accordingly, with a copy to the Employer.</p> <p>Following is added after the words "the Employer's consent is required" in 4<sup>th</sup> paragraph: "stating that the Employer's consent has been obtained for that specified authority"</p>
3.7	<b>Agreement or Determination</b>	<p>3.7.5 Dissatisfaction with Engineer's determination</p> <p>The contents of last paragraph of this clause are replaced as under;</p> <p>In the event that a Party fails to comply with an agreement of the Parties under this Sub-Clause 3.7 or a final and binding determination of the Engineer, the other Party may, without prejudice to any other rights it may have, refer the failure itself directly to arbitration under Sub-Clause 21.6 [Arbitration].</p>
4.3	<b>Contractor's Representative</b>	<p>In second paragraph the text "professional engineer as defined in the Pakistan Engineering Council Act, 1975 (Act No. V of 1976) (having temporary licence in case of foreign engineer under Section 12 of the Pakistan Engineering Council Act, 1975 (Act No. V of 1976)" are added after the words "qualified, experienced".</p> <p>In 2<sup>nd</sup> line of 4<sup>th</sup> paragraph the text "or appoint a replacement" is substituted by "except appointment of a suitable temporary replacement is deployed at the Site"</p>
4.4	<b>Contractor's Documents</b>	<p>4.4.2 As-Built Records</p> <p>First paragraph is deleted and the text in the last paragraph is substituted with the following:</p> <p>"The Contractor shall furnish to the Engineer 6 copies, one reproducible and one electronic copy (provided the Engineer has made available to the Contractor editable form of the Drawings) of all Drawings amended to conform to the Works as built. In case the Engineer does not make available to the Contractor editable form of the Drawings, the Contractor shall furnish to the Engineer as-built data for incorporation in the Drawings. Upon receipt of PDF versions of the as-built drawings prepared by the Engineer, the Contractor shall furnish to the Engineer 6 copies and one reproducible of these Drawings.</p> <p>The price of such Drawings shall be deemed to be included in the Contract Price</p> <p>Following Sub-Clause is added:</p> <p><u>4.4.4 Shop Drawings</u></p> <p>The Contractor shall submit to the Engineer for review 3 copies of all shop and erection drawings applicable to this Contract as per provision of relevant Sub-Clause of the Contract.</p> <p>Review and approval by the Engineer shall not exceed 21 days and be construed as a complete check but will indicate only that the general method of construction and detailing is satisfactory and the Engineer's review or approval shall not relieve the Contractor of any of his responsibilities under the Contract.</p>
4.7.	<b>Setting Out</b>	4.7.3 (c)ii. Contractor shall only be entitled to Extension of Time.
4.8	<b>Health and Safety Obligations</b>	<p>The following text is added at the end of this Sub-Clause:</p> <p>In the event of work being carried out outside the normal working hours and in the event of work being carried out at night, the Contractor shall at his own cost, provide and maintain such good and sufficient light as will enable the work to proceed satisfactorily and without danger. The approaches to the Site and the Works where the night work is being carried out shall be sufficiently lighted. All arrangement adopted for such lighting shall be to the satisfaction of the Engineer.</p> <p>In case of Contractor's failure to adhere to any health and safety standards, as mentioned in SCC 7, it shall result in a Liquidated Damages it shall result in the Liquidated Damages @ 0.5% of Contract Amount per event to a maximum of 10% of Contract Amount.</p>

		Employer reserves the right to terminate this Contract in the event of persistent violation of Health and Safety Standards.
<b>4.12.</b>	<b>Unforeseeable Physical Conditions</b>	4.12.4. Contractor shall only be entitled to Extension of Time.
<b>4.15</b>	<b>Access Route</b>	Contractor shall only be entitled to Extension of Time.
<b>4.20</b>	<b>Progress Reports</b>	The words “one paper-original.” In first paragraph is deleted and substituted with the “03 paper-original” At the end of sub-paragraph (g) the word “and” is deleted and at the end of sub-paragraph (h) the full stop (.) is replaced with “;”, and the following new sub-paragraphs are added as: (i) planned programme for the execution of the Works for next 56 days to enable the Engineer to determine its programme of inspection and testing; (j) monthly summary of daily job record indicating weather conditions, deployment of Contractor’s Equipment, labour employment, local material procurement and material import, if any; (k) salient contractual and project information
<b>4.23</b>	<b>Archaeology and Geological Findings</b>	Contractor shall only be entitled to Extension of Time.
<b>5.1</b>	<b>Subcontractors</b>	Add the following text at the end of paragraph (ii): “under Schedule to Bid” The following is added at the end of the last paragraph of Sub- Clause 5.1: “All subcontracts relating to the Works shall include provisions which entitle the Employer to require the subcontract to be assigned to the Employer under sub-paragraph (a) of Sub- Clause 15.2.3 [After Termination]. The Contractor shall give reasonable opportunity to contractors from Islamic Republic of Pakistan for subcontracts for the Works, and endeavour to employ such contractors as Subcontractors.”
<b>5.2</b>	<b>Nominated Subcontractors</b>	5.2.2 Objection to Nomination In sub-paragraph (c), “and” is deleted from the end of (i); “.” at the end of (ii) is replaced with: “, and”. The following is then added as (iii): “(iii) be paid only if and when the Contractor has received from the Employer payments for sums due under the Subcontract referred to under Sub-Clause 5.2.3 [Payment to nominated Subcontractors].”
<b>6.1</b>	<b>Engagement of Staff and Labour</b>	The following paragraph is added at the end of the Sub-Clause: “The Contractor shall, to the extent practicable and reasonable, employ staff (100%) and labour (100%) with appropriate qualifications and experience from sources within the Islamic Republic of Pakistan.”
<b>6.7</b>	<b>Health and Safety of Personnel</b>	The existing text is substituted with the following: “In order to provide for the safety, health and welfare of persons, and for prevention of damage of any kind, all operations for the purposes of or in connection with the Contract shall be carried out in compliance with the Safety Requirements of the Government of Pakistan with such modifications thereto as the Engineer may authorize or direct and the Contractor shall take or cause to be taken such further measures and comply with such further requirements as the Engineer may determine to be reasonably necessary for such purpose. The Contractor shall also provide all other medical services and appoint a health and safety officer at Site if stated in the Specifications. In case of any fatality or serious accident, the Contractor shall, in addition, notify the Engineer immediately by the quickest available means.”
<b>6.8</b>	<b>Contractor’s Superintendence</b>	Insert at the end of sub-paragraph (a) of this Sub-Clause: “or, if not, the Contractor shall make competent interpreters available during all working hours, in a number sufficient for those persons to properly perform their superintendence duties” The following text is added at the end of this Sub-Clause: “The Contractor’s authorized representative and his other engineers working at site shall possess valid registration with the Pakistan Engineering Council. The Contractor’s authorized representative at Site shall be authorized to exercise

		adequate administrative and financial powers on behalf of the Contractor so as to achieve completion of the Works as per the Contract.”
6.12	<b>Key Personnel</b>	The following is inserted at the end of the last paragraph: “If any of the Key Personnel are not fluent in this language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Engineer.”
The following Sub-Clauses 6.13 to 6.26 are added at the end of Sub-Clause 6.12:		
6.13	<b>Employer’s Rights in Case of Contractor Misconduct</b>	Where the Contractor is found to have engaged in act of theft at the procuring agency’s premises, without prejudice to any other right under the Contract and / or Applicable Law and in addition to the recovery of actual losses incurred, it shall result in the Liquidated Damages @ 1% of Contract Amount per event to a maximum of 10% of Contract Amount.
6.14	<b>Supply of Foodstuffs</b>	The Contractor shall arrange for the provision of a sufficient supply of suitable food as may be stated in the Specification at reasonable prices for the Contractor’s Personnel for the purposes of or in connection with the Contract.
6.15	<b>Supply of Water</b>	The Contractor shall, having regard to local conditions, provide on the Site an adequate supply of drinking and other water for the use of the Contractor’s Personnel.
6.16	<b>Measures against Insect and Pest Nuisance</b>	The Contractor shall at all times take the necessary precautions to protect the Contractor’s Personnel employed on the Site from insect and pest nuisance, and to reduce the danger to their health. The Contractor shall comply with all the regulations of the local health authorities, including use of appropriate insecticide.
6.17	<b>Alcoholic Liquor or Drugs</b>	The Contractor shall not, otherwise than in accordance with the Laws of the Country, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or allow importation, sale, gift, barter or disposal thereto by Contractor’s Personnel.
6.18	<b>Arms and Ammunition</b>	The Contractor shall not give, barter, or otherwise dispose of, to any person, any arms or ammunition of any kind, or allow Contractor’s Personnel to do so.
6.19	<b>Festivals and Religious Customs</b>	The Contractor shall respect the Country’s recognized festivals, days of rest and religious or other customs
6.20	<b>Funeral Arrangements</b>	The Contractor shall be responsible, to the extent required by local regulations, for making any funeral arrangements for any of its local employees who may die while engaged upon the Works.
6.21	<b>Forced Labour</b>	The Contractor, including its Subcontractors, shall not employ or engage forced labour which consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labour, such as indentured labour, bonded labour or similar labour-contracting arrangements.
6.22	<b>Child Labour</b>	The Contractor, including its Subcontractors, shall not employ or engage child labour in accordance with relevant law(s) in force in Islamic Republic of Pakistan.
6.23	<b>Employment Records of Workers</b>	The Contractor shall keep complete and accurate records of the employment of labour at the Site. The records shall include the names, ages, genders, hours worked and wages paid to all workers. These records shall be summarized on a monthly basis and submitted to the Engineer. These records shall be included in the details to be submitted by the Contractor under Sub-Clause 6.10 [ <i>Contractor’s Records</i> ].
6.24	<b>Workers’ Organizations</b>	The Contractor shall comply with the relevant labour laws of Pakistan which recognize workers’ rights to form and to join workers’ organizations/Trade Union of their choosing and to bargain collectively without interference.

6.25	<b>Non-Discrimination and Equal Opportunity</b>	<p>The Contractor shall not make decisions relating to the employment or treatment of Contractor's Personnel on the basis of personal characteristics unrelated to inherent job requirements. The Contractor shall base the employment of Contractor's Personnel on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to any aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, job assignment, promotion, termination of employment or retirement, and disciplinary practices.</p> <p>Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination. The Contractor shall provide protection and assistance as necessary to ensure non-discrimination and equal opportunity, including for specific groups such as women, persons with disabilities, migrant workers and children (of working age in accordance with Sub-Clause 6.22).</p>
6.26	<b>Epidemics</b>	<p>In the event of any out-break of illness of epidemic nature, the Contractor shall comply with and carry out such regulations, orders and requirements as may be made by the Government or the local medical or sanitary authorities for the purpose of overcoming the same.</p>
7.4	<b>Testing by the Contractor</b>	<p>Contractor shall only be entitled to Extension of Time.</p>
7.6	<b>Remedial Work</b>	<p>7.6 9(i) Contractor shall only be entitled to Extension of Time.</p>
7.7	<b>Ownership of Plant and Materials</b>	<p>The following is added before the first paragraph: "Except as otherwise provided in the Contract,"</p> <p>The following is added at the end of the Sub-Clause:          "No Plant and/or Materials that is the property of the Employer shall be removed from the Site. If it becomes necessary to:</p> <p>(i) remove any item of such Plant from the Site for the purposes of repair, the Contractor shall give a Notice, with reasons, to the Engineer requesting consent to remove the defective or damaged item off the Site. This Notice shall clearly identify the item of defective or damaged Plant, and shall give details of: the defect or damage to be repaired; the place to which defective or damaged item of Plant is to be taken for repair; the transportation to be used (and insurance cover for such transportation); the proposed inspections and testing off the Site; and the planned duration required before the repaired item of Plant shall be returned to the Site. The Contractor shall also provide any further details that the Employer may reasonably require; or</p> <p>(ii) replace any item(s) of such Plant and/or Materials, the Contractor shall give a Notice, with reasons, to the Engineer clearly identifying the item(s) of Plant and/or Materials to be replaced, and giving details of the due date of delivery to the Site of the replacement item(s).</p> <p>Where any item of Plant and/or Materials has become the property of the Employer under this Sub-Clause before it has been delivered to the Site, the Contractor shall ensure that such an item is not moved except for its delivery to the Site.</p> <p>The Contractor shall indemnify and hold the Employer harmless against and from the consequences of any defect in title or encumbrance or charge (except any reasonable restriction arising from the intellectual property rights of the manufacturer or producer) on any item of Plant and/or Materials that has become the property of the Employer under this Sub-Clause."</p>
<p>The following Sub-Clause 7.9 is added after Sub Clause 7.8:</p>		
7.9	<b>Use of Pakistani Materials and Services</b>	<p>The Contractor shall, so far as may be consistent with the Contract, make the maximum use of materials, supplies, plant and equipment indigenous to or produced or fabricated in Pakistan and services available in Pakistan provided such materials, supplies, plant, equipment and services shall be of required standard.</p>
8.1	<b>Commencement of Works</b>	<p>The following is added before the first paragraph:          "After signing of the Contract Agreement by both Parties," and thereafter the word "The" is replaced with the word "the".</p>
8.5	<b>Extension of Time for Completion</b>	<p>The Contractor shall only be entitled for Extension of Time.</p> <p>The following is added after paragraph (c):          "for last five years".</p>

<b>8.10</b>	<b>Consequences of Employer's Suspension</b>	The Contractor shall only be entitled for Extension of Time.
<b>10.2</b>	<b>Taking Over Parts</b>	Contractor shall only be entitled to Extension of time.
<b>10.3</b>	<b>Interference with Tests on Completion</b>	Contractor shall only be entitled to Extension of time.
The following Sub-Clause 11.12 is added after Sub-Clause 11.11:		
<b>11.12</b>	<b>Supervisory Assistance During DNP</b>	If provided under the Schedule of Prices, the Contractor shall provide supervisory assistance to the Employer during the DNP for the Works. Such supervisory assistance shall be as described in the Specification for the purpose of supporting the Employer's operation and maintenance of the Plant for the period specified in the Schedule of Prices after the Date of Completion.
<b>11.7</b>	<b>Right of Access after Taking Over</b>	Contractor shall only be entitled to Extension of time.
<b>11.8</b>	<b>Contractor to Search</b>	Contractor shall only be entitled to Extension of time.
<b>12.2</b>	<b>Method of Measurement</b>	The following paragraph is added at the end of the Sub-Clause: "Summary of measured quantity for payment shall be delineated item-wise under four heads namely; "Schedule of Prices Quantity", "Quantity Executed To-date", "Quantity Certified Previously" and "Net Quantity Executed under this Certificate". or as required by Engineer"
<b>12.3</b>	<b>Valuation of the Works</b>	The text is deleted and replaced with following: Variations shall be valued as follows: a) at a lump sum price agreed between the Parties, or b) where appropriate, at rates in the Contract, or c) rates notified by the Government Departments/agencies, or d) in the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation, or failing which e) at appropriate new rates, as may be agreed or which the Engineer/Employer considers appropriate, Contractor's profit & overheads shall be up to 15% of the cost of labour & materials, cartage, etc. Taxes shall be considered as per actual rate while analyzing rates for any extra items. For valuation of variations and approval of rates for non-BOQ/extra items, the decision of the Director Engineering will be final & binding upon the parties. The approval / finalization of rates of all variations shall not relieve the Contractor of his obligations under the Contract. The Contractor shall neither stop the work nor slow down the progress of the Works in awaiting the approval of rates of all variations.
<b>13.6</b>	<b>Adjustments for Changes in Laws</b>	The following paragraphs are added at the end of the Sub-Clause: "Notwithstanding the foregoing, the Contractor shall not be entitled to an extension of time if the relevant delay has already been taken into account in the determination of a previous extension of time and such Cost shall not be separately paid if the same shall already have been taken into account in the indexing of any inputs to the Table of Adjustment Data in accordance with the provisions of Sub-Clause 13.7 [Adjustments for Changes in Cost]."

<b>14.2.4</b>	<b><u>Secure Advance on Material</u></b>	Add the following sub clause 14.2.4 after clause 14.2.3  The Employer at his sole discretion may provide to Contractor Secured Advance against an indemnity bond acceptable to the Employer of such sum as the Engineer in charge may consider proper in respect of non-perishable materials brought at the Site but not yet incorporated in the permanent Works subject to approval of Director/Head of Engineering, provided that: (a) The materials are in accordance with the Specifications for the permanent works; (b) Such materials have been delivered to the Site and are properly stored and protected against loss or damage or deterioration to the satisfaction of the Engineer in charge but at the risk to cost of the Contractor;
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		<p>(c) The Contractor's records of the requirements, orders, receipts and use of materials are kept in a form approved by the Engineer in charge, and such records shall be available for inspection by the Engineer in charge;</p> <p>(d) The Contractor shall submit with his monthly statement the estimated value of the materials on Site together with such documents as may be required by the Engineer in charge for the purpose of valuation of materials and providing evidence of ownership and payment therefore;</p> <p>(e) Ownership of such materials shall be deemed to vest in the Employer and these materials shall not be removed from the Site or otherwise disposed of without written permission of the Employer.</p> <p>(f) 60% of the purchase price of the item/material or 50% of tender price of the item/material whichever is lesser, after measuring the quantity &amp; verification of the quality of materials at site by the Employer may be paid</p> <p>The amount of Secured Advance against any item(s)/materials shall be recovered from the next three (03) bill of the Contractor in the form of three equal installments. The Employer reserves the right to recover all outstanding amount of the Secured Advance from very 1st bill of the Contractor submitted after release of the Secured Advance.</p>
14.3	<b>Application for Interim Payment</b>	<p><b>Imbalance Bid</b></p> <p>Add following paragraph at end of sub-clause:</p> <p>In case of imbalanced bid (abnormally high/low rates than market/ Employer's Engineer's estimate) duly justified by the contractor, the payments against such running bills will be made by the employer up to 80% of the running bill after required deductions. The remaining amount will be settled at the time of final settlement upon completion of work to the satisfaction of the Employer.</p>
14.8	<b>Delayed Payment</b>	The clause is deleted in its entirety
15.2	<b>Termination for Contractor's Default</b>	<p><u>15.2.1 Notice</u></p> <p>Following text is added at the end of sub-paragraph (h) of this Sub-Clause: "For the purposes of this Contract, corrupt and fraudulent practices have been defined in Public Procurement Rules 2004."</p> <p><u>15.2.4 Completion of Works</u></p> <p>The first paragraph is replaced with following After termination under this Sub-Clause, the Employer may complete the Works and/or arrange for any other entities to do so at the risk and cost of the Contractor. The Employer and/or these entities may then use any Goods and Contractor's Documents (and other design documents, if any) made by or on behalf of the Contractor to complete the Works. The following text is added at the end of this Sub-Clause</p>
15.2.5	<b>Blacklisting</b>	<p>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:</p> <p>(a) Involved in corrupt and fraudulent practices as defined in Rule-2 of Public Procurement Rules;</p> <p>(b) Fails to perform his contractual obligations; and</p> <p>(c) Fails to abide by the id securing declaration</p>
15.4	<b>Payment after Termination</b>	"The Employer shall be entitled to sell any of the Contractor's Equipment, Temporary Works and unused materials and apply the proceeds of sale towards payment of any debt due from the Contractor to the Employer under this Clause
16.1	<b>Suspension by Contractor</b>	<p>a. Not applicable</p> <p>b. Not applicable</p> <p>Contractor shall only be entitled for extension of Time</p>
16.2	<b>Termination by Contractor</b>	<p>c. Not applicable</p> <p>d. Not applicable</p> <p>e. Not applicable</p> <p>h. Not applicable</p> <p>16.2.2 - Contractor shall only be entitled for extension of Time</p>
16.3	<b>Contractor's Obligations After Termination</b>	<p>Sub-paragraph (c) is deleted and replaced with:</p> <p>"(c) deliver to the Engineer all Employer-Supplied Materials and/or Employer's Equipment made available to the Contractor in accordance with Sub-Clause 2.6 [Employer-Supplied Materials and Employer's Equipment]; and</p> <p>(d) remove all other Goods from the Site, except as necessary for safety, and leave the Site."</p>

<b>17.7</b>	<b>Use of Employer's Accommodation/ Facilities</b>	The following Sub-Clause 17.7 is added after Sub-Clause 17.6: The Contractor shall take full responsibility for the care of the items of the Employer's facilities and/or accommodation, if any, as detailed in the Specification, from the date of use and/or occupation by the Contractor until the date on which such use and/or occupation is re-vested in the Employer. If any loss or damage happens to any of the above items during time while the Contractor is responsible for its care, arising from any cause other than a cause for which the Employer is responsible or liable, the Contractor shall promptly rectify the loss or damage at the Contractor's risk and cost.
<b>18.1</b>	<b>Exceptional Events</b>	The words "or disorder" are replaced with "disorder or sabotage" in sub-paragraph (c) of the Clause.
<b>18.4</b>	<b>Consequences of an Exceptional Event</b>	Contractor shall only be entitled for extension of Time
<b>18.5</b>	<b>Optional Termination</b>	The sub clause is deleted in its entirety
<b>19.1</b>	<b>General Requirements</b>	Following text is added at the end of first paragraph: "The Contractor shall immediately after the date of the Letter of Acceptance submit the draft of insurance policies for the Employer's consent." Following text is added at the end of third paragraph: "The Contractor shall, within the respective periods stated in the Contract Data submit to the Engineer and the Employer a) evidence that the insurances described in this Clause have been effected, and b) copies of policies of the insurances described in Sub-Clauses 19.2.1, 19.2.4 and 19.2.5."
<b>20</b>	<b>Claims for Payment and/or EOT</b>	Contractor shall only be entitled for extension of Time
<b>21.1</b>	<b>Constitution of the DAAB</b>	The DAAB will be constituted with mutual consent at the time of any dispute if arises between Employer and Contractor.
<b>21.9</b>	<b>Arbitration</b>	The following Clause 21.9 is added Any dispute in respect of which the decision, if any, of the Engineer has not become final and binding pursuant to Sub-Clause 3.7 shall be finally settled, under the provisions of the Arbitration Act, 1940 as amended from time to time or any statutory modification or re-enactment thereof for the time being in force. The said arbitrator/s shall have full power to open up, review and revise any decision, opinion, instruction, determination, certificate or valuation of the Engineer related to the dispute. Neither party shall be limited in the proceedings before such arbitrator/s to the evidence or arguments put before the Engineer for the purpose of obtaining his said decision pursuant to Sub-Clause 3.7. No such decision shall disqualify the Engineer from being called as a witness and giving evidence before the arbitrator/s on any matter whatsoever relevant to the dispute. Arbitration may be commenced prior to or after completion of the Works, provided that the obligations of the Employer, the Engineer and the Contractor shall not be altered by reason of the arbitration being conducted during the progress of the Works. The place of arbitration shall be Karachi, Pakistan
The following Clauses are added after Clause 21		
<b>22</b>	<b>Electric Power Generating Set</b>	Water for construction purposes will be provided by the Employer. Electricity will be provided by the Employer for all minor equipment & tools. Expense regarding the required cables/wires and sub-meters, switches etc. shall have to be borne by the Contractor. The Contractor shall make his own arrangement at his own expenses for the telephone & fax etc. at the Site of Works. If these facilities are to be provided by the Employer at the request of the Contractor, the Contractor shall have to pay the bills/ expenses as per mutually agreed terms & conditions at that time. Hutting/ tenting etc. for the workers or storage of the materials of the contractor shall be the responsibility of the contractor.
<b>23</b>	<b>Fire Protection and loss control</b>	The Contractor shall be aware of necessary precautions & controls concerning cutting, welding, and hot work, fire precautions and ensure compliance.

		<p>The Contractor shall be responsible for the fire watch as necessary and meet the fire prevention / fighting practices.</p> <p>The Contractor shall, in his work plan, forecast any extra hazardous area or adjacent to the site of the work and provide curtains, shields, or any other specialized equipment to adequately shield flames and sparks from combustibles.</p> <p>Where the Contractor requires the utilization of flammable liquids, approved devices and containers for transfer or storage of the same shall be used.</p> <p>The Contractor is responsible for disposal of deleterious substances such as lubrication oil, solvents, diesel fuel etc. which shall be contained in suitable containers and be disposed of away from the site and in no case disposed in sewers or water course(s) or drains.</p> <p>The Contractor shall provide and maintain adequate fire protection in the form of barrels of water with buckets, fire bucket tanks, fire extinguisher, or other effective means ready for instant use, distributed around the project and in and about temporary inflammable structures during construction of the works.</p> <p>Gasoline and other flammable liquids shall be stored in and dispensed from safety containers approved by the Engineer and storage shall not be within building.</p> <p>Torch-cutting and welding operations performed by the Contractor shall have the approval of the Engineer before such work is started and a chemical extinguisher is to be available at the location where such work is in progress.</p> <p>The Contractor shall follow the instructions and specifications of the Civil Defense Department or any other local department concerned with such activities.</p>
24	<b>Safety Regulation</b>	<p><b>1) General;</b></p> <p>It is the Contractors responsibility to assure that the safety regulations, are followed at all times and that all his employees at site have a thorough knowledge and understanding of the safety regulations and are complying with all the safety requirements.</p> <p>The Contractor must comply with all applicable accident prevention regulations and other safety work practices governed under any law of any local or provincial authority of Pakistan.</p> <p>The Contractor shall comply and enforce compliance by all his sub- contractors with the highest standards of safety and accident prevention in accordance with international standards and in compliance with all applicable laws, ordinances and statutory provisions.</p> <p>The Employer requires that all the Contractors' workers wear hard hats, safety shoes, and where necessary gloves, and shirts at all times while on site.</p> <p>All requisite barriers, fences, warning signs, lights and other safety precautions as required for the protection of persons and property on or adjacent to the site shall be provided at the Contractor's cost.</p> <p>All false work, scaffolding and handrails shall be well constructed and secured at all times. Where overhead work is being carried out, warning signs shall be installed at ground level clearly warning of the overhead work.</p> <p>All warning signs shall be in two languages, English and Urdu, and shall at all times be maintained in a clean and legible condition, to the satisfaction of the Engineer.</p> <p>Trash shall be removed at frequent intervals to the satisfaction of the Engineer.</p> <p>Netting shall be provided at all levels where work is in progress, all around the building.</p>
		<p><b>2) Fire Protection Equipment</b></p> <p>The Contractor is responsible to provide the required number of fire extinguishers as well as the necessary hose line for his area of work. The type and size of fire-fighting equipment have to be approved by the Engineer.</p> <ol style="list-style-type: none"> <li>i. Welding / burning requires permission from the Engineer</li> <li>ii. Closing, sealed or locked walls of any fire system requires an impairment lock out notification from the Engineer.</li> </ol>
		<p><b>3) Hazardous Area</b></p> <p>Before entering any area, the Contractor must familiarize himself of the existing hazards and inquire from the Engineer necessary precautions to be taken for the protection of himself, other workers and equipment.</p>

		<p><b>4) Waste Material Removal and environmental control</b></p> <p>If the work requires the removal of any material hazardous to industrial or public / environment, then the Contractor shall remove it in compliance with industrial health and safety regulations.</p>
25	<b>Labour Conditions</b>	<p>The Contractor acknowledges that some or all other Contractors or sub-contractors or suppliers or persons working at or delivering to or for the site or the work being carried out at or near the site may be union or non-union, Labour peace shall be maintained at the site. The Contractor shall carry out the work in a manner which ensures that there are no labour problems, work stoppages, or other labour disputes or disruptions which might affect the Contractors work, any other work at the Site or the Employers operations. The Contractor warrants and confirms that no agreement with its employees or trade unions representing his Employees or between his subcontractors. Suppliers sub-contractors and their employees or labour union representing those Employees will affect the Contractor's performance under the Contract, any other work at the site or the Employers operations. The Contractor acknowledges that the site is considered an open site, not exclusively union or non-union.</p>
26	<b>The Contractor Shall be Liable &amp; Indemnify The Employer</b>	<p>Contractor shall be exclusively liable for and shall indemnify and hold harmless the Employer, its agents and employees from:</p> <ol style="list-style-type: none"> <li>i. Making good all losses arising out of the Contractor's negligence or breach of the Contract. This may include damage to the paints/ polish works, false ceilings, wooden or metallic works, tiles, marbles, plants, wires, pipes, electrical and mechanical items, fixtures of any kind, antiques, glass items, window blinds, etc. The Employer shall determine the amounts of such losses/ damages and the Contractor hereby expressly waives his all or any right to change or challenge the same. The Contractor shall have to make good all such losses/ damages within time frame specified in the Notice, to the entire satisfaction of the Employer.</li> <li>ii. Any tax, government duties, insurance contributions and other taxes or social security contributions in respect of Contractor's employee(s) or sub- Contractor together in each case with any interest, fines or penalties thereon.</li> <li>iii. Any claims of Contractor / service provider's current employees or ex-employees, or associates, or their heirs whether against the Contractor, other Contractors working within the same premises or any other person, regarding deals made at personal level by the staff or personal matters or deals carried out as an Employer, in whatsoever form, manner or capacity.</li> <li>iv. Any Government Permits, Licenses, etc. that may be required for performing the services contemplated under the Contract.</li> <li>v. All claims of compensation by an employee of Contractor / Service Provider, his family or legal heirs or any other agency, autonomous body, any NGO or government department, arising from injury, disability, ill health or death of any of his employees during the currency or expiry of this Contract while performing any services under this Contract or any claim regarding the medical care or treatment expenses submitted by the employee or ex-employee of the Contractor / Service Provider or their legal heirs.</li> <li>vi. Save for the willful or deliberate breach of its obligations under the Contract or, as set out above, neither party shall be liable for any consequential or indirect loss or damage.</li> </ol>
27	<b>Contractor's Warranties</b>	<p>The Contractor undertakes and represents that at all times:</p> <ol style="list-style-type: none"> <li>i. It has the requisite power and authority to enter into and perform this Agreement;</li> <li>ii. It holds valid license and authority to carry out the Services;</li> <li>iii. It shall execute the services in professional manner through competent, skilled, qualified human resource.</li> <li>iv. Contractor shall not act in a way which is prejudicial to Employer's interests or business;</li> <li>v. The Services shall be fit for the express or implied purposes for which supplied.</li> <li>vi. The Contractor shall follow the instructions to be issued by the Employer when at Employer's premises, all rules and security policies and the Employer may exclude any person from its premises for any actual or anticipated breach of these policies.</li> </ol> <p>Any breach by Contractor of this Clause, constitutes a material breach of the Contract and may lead towards Termination of Contract. In addition to Employer's rights under the Contract, the Employer shall be entitled to require Contractor to (a) remedy the</p>

		breach at its cost; (b) pay for it to be remedied; or / and (c) repay all amounts already paid for the defective Services.
28	<b>Confidentiality</b>	Except with the consent in writing of the Employer, Contractor shall keep strictly confidential and not make use of any confidential information - supplied by the Employer other than to perform this Contract, and shall impose the same obligations on its employees and other third parties (including sub-service provider). Contractor may disclose confidential information if required to do so by law, court order, rules or regulation provided (to the extent permissible by law) it has notified the Employer in advance and agreed the scope of disclosure with the Employer.

**SECTION IX: CONTRACT FORMS**

**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]*

## Advance Payment Security

### Demand Guarantee

\_\_\_\_\_  
**Beneficiary:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**ADVANCE PAYMENT GUARANTEE No.:** \_\_\_\_\_

**Guarantor:** \_\_\_\_\_

We have been informed that [Inset name of the Contractor] (hereinafter called "the Contractor") has entered into Contract No. \_\_\_\_\_ dated \_\_\_\_\_ with the [insert name of the Procuring agency/Employer] (hereinafter called "the Procuring agency/Employer") for the execution of \_\_\_\_\_ (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum \_\_\_\_\_ ( ) is to be made against an advance payment guarantee.

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

(a) has used the advance payment for purposes other than the costs of mobilization in respect of the Works; or

(b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Contractor has failed to repay.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Procuring agency/Employer's bank stating that the advance payment referred to above has been credited to the Contractor on its account number \_\_\_\_\_ at \_\_\_\_\_.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as specified in copies of interim statements or payment certificates which shall be presented to us.

The Guarantee shall remain valid up to the aforesaid date and shall be null and void after the aforesaid date or earlier if the advance made to the Contractor is fully adjusted against payments from Interim Payment Certificates of the Contractor provided that the Guarantor agrees that the aforesaid period of validity shall be deemed to be extended if on the above mentioned date the advance payment is not fully adjusted.

\_\_\_\_\_  
*[signature(s)]*

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

## Retention Money Security Demand Guarantee

\_\_\_\_\_ [Guarantor letterhead or SWIFT identifier code]

**Beneficiary:** \_\_\_\_\_ [Insert name and Address of Procuring agency/Employer]

**Date:** \_\_\_\_\_ [Insert date of issue]

**RETENTION MONEY GUARANTEE No.:** \_\_\_\_\_ [Insert guarantee reference number]

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

We have been informed that \_\_\_\_\_ [insert name of Contractor, which in the case of a joint venture shall be the name of the joint venture] (hereinafter called "the Contractor") has entered into Contract No. \_\_\_\_\_ [insert reference number of the contract] dated \_\_\_\_\_ with the Procuring agency/Employer, for the execution of \_\_\_\_\_ [insert name of contract and brief description of Works] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, the Procuring agency/Employer retains moneys up to the limit set forth in the Contract ("the Retention Money"), and that when the Taking-Over Certificate has been issued under the Contract and the first half of the Retention Money has been certified for payment, payment of [insert the second half of the Retention Money or if the amount guaranteed under the Performance Guarantee when the Taking-Over Certificate is issued is less than half of the Retention Money, the difference between half of the Retention Money and the amount guaranteed under the Performance Security and, if required, the ES Performance Security] is to be made against a Retention Money guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_ [insert amount in figures] (\_\_\_\_\_) [amount in words] upon receipt by us of the Procuring agency/Employer's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without your needing to prove or show grounds for your demand or the sum specified therein.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Procuring agency/Employer's bank stating that the second half of the Retention Money as referred to above has been credited to the contractor on its account number \_\_\_\_\_ at \_\_\_\_\_ [insert name and address of Contractor's bank].

This guarantee shall expire no later than the .... day of ....., 2..., and any demand for payment under it must be received by us at the office indicated above on or before that date.

\_\_\_\_\_  
[signature(s)]

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

## Integrity Pact

### 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]

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**SECTION X - TECHNICAL SPECIFICATIONS & DRAWINGS**

**Technical Specifications**

As mentioned in item description of Volume-II (Financial Proposal)

**Drawings**

N/A



## BIDDING DOCUMENTS

For

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### **SUPPLY AND REPLACEMENT OF DAMAGED GAS PIPELINE AT NIBAFP ISLAMABAD**

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***Volume-II***

**Financial Proposal**

***April-26***

**VOL-II: FINANCIAL PROPOSAL****Preamble**

1. The Bill of Quantities shall be read in conjunction with the Conditions of Contract, Specifications and Drawings.
2. The quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work executed and measured by the Contractor and verified by the Engineer and valued at the rates and prices entered in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix as per the Contract.
3. The rates and prices entered in the priced Bill of Quantities shall, except insofar as it is otherwise provided under the Contract include all costs of Contractor's labour, supervision, materials, execution, insurance, profit, taxes including GST, Provincial Sales Tax etc and duties, together with all general risks, liabilities and obligations set out or implied in the Contract. Furthermore, all duties, and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to deadline for submission of Bids, shall be included in the rates and prices and the total Bid Price submitted by the Bidder.
4. A rate or price shall be entered against each item in the priced Bill of Quantities, whether quantities are stated or not. The cost of items against which the Contractor will have failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities.
5. Prices quoted by the Supplier will remain fixed during the contract period. Except otherwise mentioned in the Contract, the Supplier shall NOT be entitled for price adjustment on account of any change in wages, material prices, POL prices, tax rates etc. whatsoever on any other account.
6. The Supplier hereby irrevocably and unconditionally waives all claims, direct, indirect or consequential arising out of price escalations, decrease or increase in quantities etc. in connection with the Agreement.
7. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Bill of Quantities, and where no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the Works.
8. General directions and description of work and materials are not necessarily repeated nor summarized in the Bill of Quantities. References to the relevant sections of the Bidding Documents shall be made before entering prices against each item in the priced Bill of Quantities.
9. Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, and the line total will be corrected accordingly.
10. Each cutting should be signed by the authorized person.
11. The brand names have been provided in order to establish a standard of performance and reliability. However, it does not indicate a preference for a particular brand. The bidder may propose other brands which can be accepted subject to necessary tests to establish equivalency.
12. Where packaging size of a sachet/packet/can/pack etc. is included in the description of item of BOQ, this packaging size is only for reference and does not indicate preference for any specific brand. The bidder may offer another packaging size with a margin or tolerance of no more than 15% of the specified size. However, the total quantity to be supplied must be equal to the cumulative quantity required in the BOQ item.

**Bill of Quantities (BOQ)**

<b>Sr No</b>	<b>Description</b>	<b>Qty</b>	<b>Unit</b>	<b>Unit Rate (Rs.) (Incl. all taxes)</b>	<b>Amount (Rs.)</b>
1	Supply, installation and testing of 2" dia MS pipe of Sch-40 for gas supply, including all essentials like elbows, tees, flanges, joint sheets, unions and supporting brackets etc. welding, one coat of red oxide and two coats of yellow paint, complete in all respects and as directed by the Engineer incharge.	540	Rft		
2	Supply, installation and testing of 1" dia MS pipe of Sch-40 for gas supply, including all essentials like elbows, tees, flanges, joint sheets, unions and supporting brackets etc. welding, one coat of red oxide and two coats of yellow paint, complete in all respects and as directed by the Engineer incharge.	40	Rft		
3	Supply, installation and testing of 2" dia AUDCO valve (imported), including all essentials flanges, joint sheets and nut bolts, complete in all respects and as directed by the Engineer incharge.	3	Nos		
4	Supply, installation and testing of 1" dia KITZ valve (imported), including all essentials, complete in all respects and as directed by the Engineer incharge.	2	Nos		
<b>TOTAL AMOUNT (Rs.)</b>					

In words (Rs.): \_\_\_\_\_

\_\_\_\_\_ Only