



PORT QASIM AUTHORITY

Bin Qasim Karachi 75020

CONSTRUCTION OF PUMP HOUSES, UNDERGROUND WATER TANKS, OVERHEAD WATER TANKS & AUXILIARY WORKS IN EASTERN INDUSTRIAL ZONE AT PORT QASIM

NOTICE INVITING BIDS


1. Port Qasim Authority (PQA) invites sealed bids from national bidders through E-Pak Acquisition & Disposal System (EPADS) having valid registration with Pakistan Engineering Council (PEC) in Category C-1 or above with at least Specialization Codes CE-09, CE-10 & ME-06 on "Single Stage Two Envelope Bidding Procedure for the procurement of "Construction of Pump Houses, Underground Water Tanks, Overhead Water Tanks & Auxiliary Works in Eastern Industrial Zone at Port Qasim". For Joint Venture (JV), each partner shall have valid registration with PEC in Category C-1 or above and collectively shall have at least Specialization Codes CE-09, CE-10 & ME-06.
2. The Works includes but not limited to the following:
 - Pump Houses with all Civil, Mechanical & Electrical Works.
 - Underground Water Tanks
 - Overhead Water Tanks
 - Auxiliary Works (Boundary Wall, Road Works, Storm Water Drainage System, Power Distribution & Street Lighting, Piping Works, Valve Chambers & Transition Chamber etc.)
3. The interested bidders may download the bidding documents from EPADS portal eprocure.gov.pk.
4. A pre-bid meeting will be held in the Conference Room Main Head Office Building, PQA Bin Qasim, Karachi, on **25.05.2026 at 1000** hours.
5. The bids (Technical Bids and Financial Bids), duly completed in all respects and signed by authorized person, will be submitted electronically through EPADS on or before **23.06.2026 at 1130** hours. In addition to the electronic submission, the bidders shall also submit the original and one hard copy of the bid to the office of Director (P&D), Port Qasim Authority, Karachi by the same deadline. The Technical Bids containing Qualification Document, Technical Proposal and original Bid Security will be opened on the same day at **1200** hours in the presence of bidders or their authorized representatives who may choose to attend. The Financial Bids of technically qualified bidders shall be opened at a time, date and venue announced and communicated to the bidders in advance. The Financial Bids of the technically disqualified bidders shall be returned unopened to the respective bidders.
6. The bidders are required to submit original Bid Security not less than PKR 20 million (PKR 20,000,000) in the form of Call Deposit Receipt (CDR), Pay Order or a Bank Guarantee issued by any Karachi based Scheduled Bank in Pakistan having at least long term AA rating as per PACRA/VIS in favor of Port Qasim Authority, valid for a period of 180 days (i.e. 28 days beyond the Bid Validity date). The scanned copy of the Bid Security will be uploaded on EPADS along with the electronic bid, while the original Bid Security must reach office of the Director (P&D), Port Qasim Authority, Karachi on or before the deadline for submission of bids. The bidders failed to submit Bid Security by the deadline shall be rejected.



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7. PQA shall award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents, and who has offered the most advantageous bid, but not necessarily the lowest submitted price, within the original or extended period of bid validity. Provided that such bidder has been determined to be eligible in accordance with the eligibility criteria set out in the Bidding Documents.
8. PQA reserves the right to accept or reject any or all Bids as per Rule-33 of PPRA Rules - 2004. Bids received after due date and time shall be rejected.


Shahnawaz Mangrio
Secretary

Website: www.pqa.gov.pk

Email: dir.p&d@pqa.gov.pk



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CONSTRUCTION OF PUMP HOUSES, UNDERGROUND WATER TANKS, OVERHEAD WATER TANKS & AUXILIARY WORKS IN EASTERN INDUSTRIAL ZONE AT PORT QASIM



BIDDING DOCUMENTS

VOLUME-I

QUALIFICATION DOCUMENT

February, 2026



National Engineering Services Pakistan (Pvt.) Ltd.
13th Floor, N.I.C. Building, Abbasi Shaheed Road, Off. Shahrah-e-Faisal, Karachi
Phone: (0092 21) 99207277-84
Fax: (0092 21) 35651994
E-mail: nespakkh@khi.wol.net.pk
Web: <http://www.nespak.com.pk>

Clearance Code	4194/50W/BD/1(26)	Doc No.	4194/BD/00	Rev No.	00
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**CONSTRUCTION OF PUMP HOUSES, UNDERGROUND WATER TANKS,
OVERHEAD WATER TANKS & AUXILIARY WORKS IN EASTERN
INDUSTRIAL ZONE AT PORT QASIM**

**BIDDING DOCUMENTS
VOLUME-I**

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QUALIFICATION DOCUMENT

1. INTRODUCTION

Port Qasim Authority (PQA) (hereinafter called the “Employer”) is undertaking the Works “Construction of Pump Houses, Underground Water Tanks, Overhead Water Tanks and Auxiliary Works in Eastern Industrial Zone at Port Qasim”. For this purpose, Bids are invited from interested national construction firms as per Single Stage Two Envelope bidding procedure as stated in Pakistan Public Procurement Rule-36(b).

2. SCOPE OF WORKS

The component of the Works shall consist of but not be limited to the following:

- Underground Water Tanks
- Pump Houses with all civil, mechanical & electrical works.
- Overhead Water Tanks
- Auxiliary Works (Boundary Wall, Road Works, Storm Water Drainage System, Power distribution & Street lighting, Piping Works, Valve Chambers & Transition Chamber etc.)

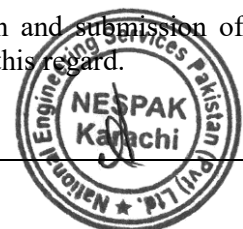
3. INSTRUCTIONS TO BIDDERS

3.1 SUBMISSION OF BIDDERS’ DOCUMENTS

- 3.1.1 Documents for qualification must be submitted electronically through EPAD as well as one original and one hard copy in sealed envelopes with the Technical Bid.
- 3.1.2 Documents shall be prepared in the English language. Information in any other language shall be accompanied by its translation in English.
- 3.1.3 Authorized person of the bidders shall sign and stamp all pages of the documents for qualification.
- 3.1.4 The bidders must respond to all questions and provide complete information as advised in this document. Any false information provided or any lapses to provide essential information may result in disqualification of the bidder.
- 3.1.5 The bidders understand that the scope of Works described is as under para 2 above.
- 3.1.6 The bidder’s queries, if any, may be sent to the Employer in writing at the following address:

Director (P&D)
1st Floor, Administration Block
Head office Building
Port Qasim Authority
Karachi

- 3.1.7 The bidders shall bear all costs associated with the preparation and submission of their documents for qualification and any other costs incurred in this regard.



- 3.1.8 Employer reserves the rights for rejection of qualification request in case of non-compliance of the above requirements.

3.2 QUALIFICATION CRITERIA

3.2.1 GENERAL

Qualification will be based on all the criteria given in succeeding paras 3.2.2, 3.2.3 and 3.2.4 regarding the bidder's capabilities in financial, experience, personnel and equipment, as demonstrated by the bidder's responses in the forms provided.

The Employer reserves the right to waive minor deviations if these don't materially affect the capability of a bidder to perform the contract.

Sub-contractor's experience and resources shall not be taken into account in determining the bidder's compliance with the qualifying criteria.

The Employer reserves the right to verify or seek clarification of the information furnished by the bidders. The Employer may reject any bid for any misrepresentation made by any bidder in, or pursuant to, their bid or for any statement furnished in connection therewith, and intended to be relied upon by the Employer, which is incorrect in any respect.

Eligibility and Qualification information described here below must be met by the legal entity(ies) comprising the bidder, and not the bidder's/JV partner's sister or parent companies, subsidiaries or affiliates.

3.2.2 MANDATORY REQUIREMENTS

All the bidders shall meet the following mandatory requirements:

- a) Bidders applying individually shall have valid registration with Pakistan Engineering Council in **Category C-1 or above** and at least in Specialization Codes **CE09, CE10 & ME06**.
- b) Provision of valid NTN certificate from Federal Board of Revenue to confirm status of being an active tax-payer.
- c) Provision of valid Sindh sales tax certificate from Sindh Revenue Board to confirm status of being an active tax-payer.
- d) Registered with e-Pak Acquisition and Disposal System (EPADS) of PPRA.
- e) Provision of following affidavits (on non-judicial stamp paper):
 - i) An affidavit to the effect that the bidder has never been black-listed by any previous employer.
 - ii) An affidavit to the effect that all documents / particulars / information given with these documents are true.
 - iii) An affidavit to the effect that the bidder has never indulged in corrupt, fraudulent or collusive practice for procuring contracts.



- iv) An affidavit to the effect that the bidder is not presently involved nor has been in the past in litigation with its employers. Should this be otherwise the bidder must provide such details in Form A-8 “Litigation or Arbitration/Disputes History”.
- f) Proof of not being on the list of debarred/ blacklisted firms and individuals on the websites of PEC and Federal & Provincial Procurement Regulatory Authorities and not having been declared debarred/ blacklisted by foreign country, international organizations or other foreign institutions.
- g) Provision of verifiable audited balance sheets of last three (03) years.

The bidders do not fulfill any of the above mandatory requirements shall not be considered for detailed evaluation and shall be disqualified.

3.2.3 DETAILED EVALUATION

After the initial screening of all the bidder’s documents, a detailed evaluation shall be undertaken using the following criteria based on the scoring system as follows:

Category	Marks	
	Maximum	Minimum Acceptable
Financial Capability	30	15
Experience Capability	40	20
Personnel Capability	20	10
Equipment Capability	10	05

To qualify, bidders must receive not less than the specified minimum acceptable **50 percent** marks for each category and aggregate of minimum **70** marks.

The bidder is to provide substantial documentary evidence in each case for marking in the Qualification Criteria. Where it is found that substantial evidence is not available, the marking will not be made.

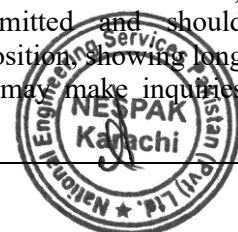
3.2.4 CRITERIA FOR DETAILED EVALUATION

Detailed evaluation criteria are as below: -

3.2.4.1 Financial Capability

Financial Soundness of a bidder will be considered as follows:

- i) The bidder should demonstrate that he has access to, or has available liquid assets, un-encumbered real assets, lines of credit and other financial means sufficient to meet the cash flow for the execution of Works.
- ii) The Audited Balance Sheet of last three (03) years (**Form A-2 and A-3**) from Chartered Accountant firm must be submitted and should demonstrate the soundness of the bidder’s financial position, showing long term profitability. Where necessary, the Employer may make inquiries



with the bidder's bankers, financial institutes and auditors.

iii) Marks shall be awarded under this category based on the following criteria:

Sr. No.	Description	Maximum Marks Assigned	Criteria for Marks Obtained
a)	Available Bank Credit Line (latest)	03	<ul style="list-style-type: none"> One (01) mark will be given if the available bank credit line for last three years is equal to Pak Rs 600 million. Half (0.5) additional mark will be given for every Pak Rs. 100 million increase in the available bank credit line. Full marks will be given in case of Available Bank Credit Line \geq Pak Rs 1000 million.
b)	Average Working Capital (from Audited Balance Sheets of last three (03) years)	12	<ul style="list-style-type: none"> Six (06) Marks are given if the average working capital for last three years is equal to Pak Rs 600 million. One (01) additional Mark is given for every Pak Rs. 100 million increase in the average Working Capital. Full Marks are given in case of Average Working Capital $>$ Pak Rs 1200 million.
c)	Average Annual Turnover (from Audited Balance Sheets of last three (03) years)	12	<ul style="list-style-type: none"> Six (06) marks will be given if the average annual turnover for any three years within the last five years is equal to Pak Rs 750 million. One (01) additional mark will be given for every Pak Rs 125 million increase in the average annual turnover. Full marks will be given in case of Average Annual Turnover $>$ Pak Rs 1500 million.
d)	Income tax returns for the last 03 years	03	<ul style="list-style-type: none"> Full marks will be given in case of income tax returns for the last three years are submitted. No marks will be given if income tax returns for the last three years are not submitted.
Total Marks Allocated		30	

No marks shall be awarded for financial capability less than specified limits.



3.2.4.2 Experience Capability

Experience for similar/ comparable projects completed (**Form A-4**) will be evaluated on the basis of the following marking criteria. The similarity of the projects shall be determined on Pump Houses, Underground Water Tanks, Overhead Water Tanks, Boundary Wall, Road, Storm Water Drainage System, power distribution, street lighting, piping Works, Valve Chamber & Transition Chamber.

Sr. No.	Experience Capability	Marks
1.	One (01) similar / comparable project having minimum cost of Rs. 1,500 million completed during last ten (10) years.	20
2.	Two (02) similar / comparable projects each having minimum cost of Rs. 1,500 million completed during last ten (10) years.	30
3.	Three (03) similar / comparable projects each having minimum cost of Rs. 1,500 million completed during last ten (10) years.	40
Total Marks Allocated		40

For a single Bidder or a JV, no marks shall be awarded for projects less than the minimum cost of Rs. 1,500 million.

However, in case of JV, at least one member shall demonstrate having completed, during the last ten years, at least one similar / comparable project with a minimum cost of Rs. 1,500 million and the other member shall have at least one similar / comparable project with a minimum cost of Rs. 750 million. No marks shall be awarded in case any partner of the JV fails to comply with this requirement.

Information regarding similar/ comparable nature projects should be supported by documentary evidence such as Letter of Award and Taking-Over Certificate/ Defects Liability Certificate and any other relevant document. **No marks will be given if supporting documents are not submitted.**



3.2.4.3 Personnel Capability

Personnel Capability (Form A-5 & A-6) will be evaluated on the basis of following marks:

Sr. No.	Personnel	Marks (Maximum)
i.	Project Manager / Construction Manager (Civil)	5
ii.	Planning & Scheduling Engineer (Civil)	3
iii.	Site Engineer (Civil)	3
iv.	Material Engineer	3
v.	Site Supervisor (Civil)	2
vi.	Site Supervisor (MEP)	2
vii.	Surveyor	2
Total Marks Allocated		20

Information regarding educational qualification, total work experience and specific work experience should be supported by documentary evidence such as copy of education qualification certificate/ degree, PEC/ relevant institution Certificate, CVs and employment status with the bidder of concerned personnel(s) proposed for the below positions duly signed by the personnel(s) itself or authorized person of the firm. No marks will be given if supporting documents are not submitted.

Marks for personnel will be given on the basis of the following criteria:

i) Project Manager (Civil)

(Must be a Bachelor's Degree holder in Civil Engineering)

Work Experience (years)	Marks
General Experience	
More than 15	2.5
10 ⁺ -15	1.5
10 or less	0.0
Specific Experience	
More than 10	2.5
05 ⁺ -10	1.5
05 or less	0.0
Total Marks (Maximum)	5.0



ii) Planning & Scheduling Engineer (Civil)

(Must be a Bachelor's Degree holder in Civil Engineering and proficiency in Primavera, P6 Version)

Work Experience (years)	Marks
Specific Experience	
More than 07	3.0
03 ⁺ -07	2.0
03 or less	0.0
Total Marks (Maximum)	3.0

iii) Site Engineer (Civil)

(Must be a Bachelor's Degree holder in Civil Engineering)

Work Experience (years)	Marks
Specific Experience	
More than 10	3.0
05 ⁺ -10	2.0
05 or less	0.0
Total Marks (Maximum)	3.0

iv) Material Engineer (Civil)

(Must be a Bachelor's Degree Holder in Civil Engineering)

Specific Experience (years)	Marks
More than 10	3.0
05 ⁺ -10	2.0
05 or less	0.0
Total Marks (Maximum)	3.0

v) Site Supervisor (Civil)

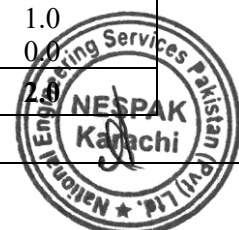
(Must be a Diploma of Associate Engineer in Civil)

Specific Experience (years)	Marks
More than 10	2.0
05 ⁺ -10	1.0
05 or less	0.0
Total Marks (Maximum)	2.0

vi) Site Supervisor (MEP)

(Must be a Diploma of Associate Engineer in Mechanical)

Specific Experience (years)	Marks
More than 10	2.0
05 ⁺ -10	1.0
05 or less	0.0
Total Marks (Maximum)	3.0



vii) Surveyor

(Must be a Diploma of Associate Engineer in Civil/ Certificate holder in Surveying)

Specific Experience (years)	Marks
More than 10	2.0
05 ⁺ -10	1.0
05 or less	0.0
Total Marks (Maximum)	2.0

3.2.4.4 Equipment Capability

The bidder should own, or have assured access to (through rental, lease, purchase agreement or other means), the following key equipment (limited to only major items of equipment) in full working order, and must demonstrate that, based on known commitments, these will be available for deployment on the proposed contract or works (**Form A-7**). The bidder may also list alternative equipment which he would propose for the contract together with an explanation and documentary evidence of the alternate proposal.

Marks will be given on the basis of the following criteria:

Equipment Type & Characteristics	Unit	Minimum Requirement (Own / Rental)	Marks
1. Dump Trucks min 5m ³ capacity	No.	4	2
2. Loaders	No.	2	1
3. Excavators	No.	2	2
4. Transit Mixers	No.	1	1
5. Batching Plant (200 cu.m)	No.	1	1
6. Concrete Mobile Pump	No.	1	1
7. Generators	No.	1	1
8. Welding Plants	No.	1	1
Total Marks Allocated			10

No marks shall be awarded for equipment less than specified limits.

3.3 LITIGATION OR ARBITRATION/ DISPUTES HISTORY

The bidder shall provide accurate information of all litigation or arbitration/ disputes resulting from contracts completed or under execution over the last ten years (**Form A-8**). A consistent history of award against the bidder may result in rejection of the bid.



3.4 JOINT VENTURE (JV) / CONSORTIUM

Joint Venture (JV)/ Consortium must comply with the following requirements: -

3.4.1 Following are minimum qualification requirements: -

- i) The lead partner shall meet not less than 60 percent of all qualifying criteria given in Paras 3.2.3 and 3.2.4 heretofore.
- ii) Each of the partners shall meet not less than 40 percent of all the qualifying criteria given in Paras 3.2.3 and 3.2.4 heretofore.
- iii) The Joint Venture must collectively satisfy the criteria of Paras 3.2.3, 3.2.4 and 3.4, for which purpose the relevant figures for each of the partners shall be added together to arrive at the JV's total capacity.

3.4.2 One of the Joint Venture / Consortium partners shall be nominated as being in charge/ lead partner; and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the Joint Venture/ Consortium partners. The Joint Venture Agreement shall form the Integral Part of the Contract, if the Bid is accepted by the Employer. The Joint Venture Agreement shall bound all parties to execute the Works as per their participating interests and the Joint Venture Agreement must clearly indicate division of works/ responsibilities between the J.V. partners.

3.4.3 Bidder's documents shall be signed by all members in the JV/ Consortium, so as to legally bind all partners, jointly and severally. The bidder's documents shall be submitted along with a copy of the JV/ Consortium agreement providing the joint and several liabilities with respect to the contract.

3.4.4 The qualification of a Joint Venture (JV)/ Consortium does not necessarily qualify any of its partners individually or as a partner in any other Joint Venture (JV)/ Consortium. In case of dissolution of a Joint Venture (JV)/ Consortium, each one of the constituent firms may qualify if they meet all the qualification requirements and any partner has requested/shall request for the same and then his qualification shall be subject to the written approval of the Employer.

3.4.5 Constructor(s) / firm(s) in JV shall submit details of distribution of works to be executed by the partners of JV with specific reference to buildings / facilities, systems, equipment, resources and responsibilities along with JV Agreement.

3.5 CONFLICT OF INTEREST

The bidder (including all members of a Joint Venture (JV)/ Consortium) must not be associated, nor have been associated in the past, with the consultant or any other entity that has prepared the design, specifications, and other pre-qualification and bidding documents for the project, or was proposed as Engineer for the contract, over the last five years. Any such association may result in disqualification of the bidder.



ANNEXURE-A

LETTER OF POST-QUALIFICATION



Annexure-A**Letter of Post-Qualification**

[Letterhead paper of the Bidder, including full postal address, telephone no., fax no., telex no., cable and e-mail address]

Date:

To: **Director (P&D)**
1st floor, Administration Block
Head office Building
Port Qasim Authority
Karachi - Pakistan

Sirs,

1. Being duly authorized to represent and act on behalf of..... (hereinafter “the Bidder”), and having reviewed and fully understood all the qualification information provided, the undersigned hereby apply to be qualified as a bidder for the project, **“Construction of Pump Houses, Underground Water Tanks, Overhead Water Tanks and Auxiliary Works in Eastern Industrial Zone at Port Qasim”**.
2. Attached to this letter are copies of original documents defining¹:
 - (a) the Bidder's legal status;
 - (b) the principal origin and abode of business; and
 - (c) the place of incorporation (for Bidders who are corporations); or
 - (d) the place of registration and the nationality of the owners (for Bidders who are partnerships or individually-owned firms).
3. Your Agency and its authorized representatives are hereby authorized to conduct any inquiry or investigations to verify the statements, documents, and information submitted in connection with this bid, and to seek clarification from our bankers and clients regarding any financial and technical aspects. This Letter of Application will also serve as authorization to any individual or authorized representative of any institution referred to in the supporting information, to provide such information deemed necessary and requested by yourselves or the authorized representative to verify statements and information provided in this bid, or with regard to the resources, experience, and competence of the Bidder.

(1) *For applications by Joint Venture (JV)/ Consortium, all the information requested in the Pre-Qualification Document is to be provided for the Joint Venture (JV)/ Consortium, if it already exists and for each party to the Joint Venture (JV)/ Consortium. The lead partner should be clearly identified. Each partner shall sign the letter.*



4. Your Agency and its authorized representatives may contact the following persons for further information², if needed.

General and Managerial Inquiries	
Contact 1	Telephone 1
Contact 2	Telephone 2
Email 1	Email 2

Personnel Inquiries	
Contact 1	Telephone 1
Contact 2	Telephone 2
Email 1	Email 2

Technical Inquiries	
Contact 1	Telephone 1
Contact 2	Telephone 2
Email 1	Email 2

Financial Inquiries	
Contact 1	Telephone 1
Contact 2	Telephone 2
Email 1	Email 2

5. This application is made with the full understanding that:
- (a) bids by qualified Bidders will be subjected to verification of all information submitted for qualification at the time of bidding;
 - (b) Your Agency reserves the right to:
 - (i) amend the scope and value of any contract under this project; in such event bids will only be called from qualified Bidders who meet the revised requirements; and
 - (ii) reject or accept any bid, cancel the qualification process, and reject bids; and
 - (c) Your Agency shall not be liable for any such actions and its consequences and under

(2) Application by Joint Venture (JV)/ Consortium should provide information on separate sheet for each party to the application..



no obligation to inform the Bidder of the grounds for actions at 5(b) here above.

Bidders who are not Joint Venture (JV) should delete para 6 & 7 and initial the deletions.

6. Appended to this application, we give details of the participation of each party, including capital contribution and profit/loss agreements, to the Joint Venture (JV) / Consortium. We also specify the financial commitment in terms of the percentage of the value of the (each) contract, and the responsibilities for execution of the (each) contract.
7. We confirm that in the event that we bid, that bid as well as any resulting contract will be.
 - (a) Signed so as to legally bind all partners, jointly and severally; and
 - (b) Submitted with a Joint Venture (JV)/ Consortium agreement providing the joint and several liability of all partners in the event the contract is awarded to us.
8. We certify that the information provided in application is correct and final to the best of our knowledge and nothing contained herein, is contrary to the facts as available with the firm's official record and that the Employer has complete right to disregard our bid should it fail to meet any of their qualification criteria.
9. The undersigned declare that the statements made and the information provided in the duly completed application are complete, true, and correct in every detail.

Signed	Signed
Name	Name
For and on behalf of (name of Bidder or lead partner of a Joint Venture/ Consortium)	For and on behalf of (name and signature of other partners of the Joint Venture/ Consortium)



FORMS



Form A-1

Page ___ of ___ Pages

General Information

All individual firms and each partner of a Joint Venture (JV)/ Consortium applying for qualification are requested to complete the information in this form. Nationality information is also to be provided for Bidders who are forming part of the Joint Ventures/ Consortium as required under the PEC Bye-Laws as a Partnership/Joint Venture / Consortium.

1.	Name of Firm	
2.	Head Office Address	
3.	Telephone	Contact Person: Name: Title:
4.	Fax	Telex/ Email
5.	Place of Incorporation/Registration	Year of incorporation/registration

Where the Bidder proposes to use named subcontractors for critical components of the works or for work contents in excess of 20 percent of the value of the whole works, the following information should also be supplied for the specialist subcontractor(s).

NATIONALITY OF OWNERS		
	NAME	NATIONALITY
1.		
2.		
3.		
4.		
5.		



Form A-2

Page ___ of ___ Pages

Financial Capability***Name of Bidder or Partner of a Joint Venture/ Consortium***

Bidders, including each partner of a Joint Venture/ Consortium, should provide financial information to demonstrate that they meet the requirements stated in the Instructions to Bidders. Each Bidder or partner of a Joint Venture/ Consortium must fill-in this form. If necessary, use separate sheets to provide complete banker information. A copy of the audited balance sheets certified by Chartered Accountant should be attached.

Banker	Name of banker	
	Address of banker	
	Telephone	Contact name and title
	Fax	Telex/ Email

Summarize actual assets and liabilities in Pak Rupees (Equivalent at the current rate of exchange at the end of each year) for last three (03) years, based upon known commitments, projected assets and liabilities in Pak Rupees.

Financial information in PKR	Actual: Last three (03) years		
	2025	2024	2023
1. Total assets			
2. Current assets			
3. Total liabilities			
4. Current liabilities			
5. Profits before taxes			
6. Profits after taxes			

Continued on next page



Specific proposed sources of financing to meet the cash flow of the Project, net of current commitments (Para 3.2.4.1 of this Document).

Source of financing	Amount (Pak Rupees or equivalent)
1.	
2.	
3.	
4.	

Attach audited financial statements for last three (03) years (for individual Bidder or each partner of Joint Venture/ Consortium).

Annual Turnover

All individual firms and all partners of a Joint Venture/ Consortium are requested to complete the information in this form. The information supplied should be the annual turnover of the Bidder (or each member of a Joint Venture/ Consortium), in terms of the amounts billed to clients for each year for work completed over last three (03) years.

Use a separate sheet for each partner of a joint venture.

ANNUAL TURNOVER		
YEAR	TURNOVER (in actual currency)	EQUIVALENT PAK RUPEES (in millions)
1.		
2.		
3.		
4.		
5.		



Form A-3

Page ___ of ___ Pages

Joint Venture/ Consortium Summary (if applicable)

NAME OF ALL PARTNERS OF A Joint Venture (JV)/ Consortium
1. Lead Partner
2. Partner
3. Partner
4. Partner
5. Partner

Total value of annual construction turnover, in terms of work billed to clients,

ANNUAL TURNOVER DATA (Equivalent in PAK RUPEES, Millions)				
Partner	Form A-2 Page No.	2025	2024	2023
1. Lead Partner				
2. Partner				
3. Partner				
4. Partner				
5. Partner				
Total:				



Form A-4

Page ___ of ___ Pages

Experience of Similar / Comparable Projects Completed During Last Ten (10) Years

<i>Name of Bidder or partner of a Joint Venture/ Consortium</i>

Bidders and each partner of a joint Venture should provide information regarding similar/ comparable projects (comprising of Pump Houses, Underground Water Tanks, Overhead Water Tanks, Boundary Wall, Road, Storm Water Drainage System, power distribution, street lighting, piping Works, Valve Chamber & Transition Chamber) completed. The information shall be supported by documents such as Letter of Award/ Letter of Acceptance and Taking Over/ Completion Certificate, Maintenance/ Defects Liability Certificate and any other relevant document.

Use a separate sheet for each contract.

1.	Name of Contract
	Country
2.	Name of Employer
3.	Employer Address
4.	Nature of works and special features relevant to the contract for which the Bidder wishes to qualify
5.	Contract Role (Tick One) (a) Main Contractor (b) Sub- Contractor (c) Partner in a Joint Venture/ Consortium
6.	Value of the total contract (in specified currencies) at completion, or at date of award for current contract Contract Price Currency.....
7.	Equivalent in Pak Rupees.
8.	Date of Award
9.	Date of Completion
10.	Contract Duration (Years and Months) _____ Years _____ Months



Form A-5

Page ___ of ___ Pages

Personnel Capability

<i>Name of Bidder or partner of a Joint Venture/ Consortium</i>

For specific positions essential to contract implementation, Bidders should provide the names of candidate qualified to meet the specified requirements stated for each position in Para 3.2.4.3 of this Document. The data on their experience should be supplied on separate sheets using one Form for each candidate (Application Form A-6) along with CVs of proposed candidates.

S. No.	Title of Position	Name of Personnel
i.	Project Manager (Civil)	
ii.	Planning & Scheduling Engineer (Civil)	
iii.	Site Engineer (Civil)	
iv.	Material Engineer (Civil)	
v.	Site Supervisor (Civil)	
vi.	Site Supervisor (MEP)	
vii.	Surveyor	



Form A-6

Page ___ of ___ Pages

Candidate Summary

<i>Name of Bidder or partner of a Joint Venture/ Consortium</i>

Position	Candidate [Tick appropriate one] <input type="checkbox"/> Prime <input type="checkbox"/> Alternate	
Candidate information	1. Name of Candidate	
	2. Date of Birth	
	3. Professional Qualification	
Present employment	4. Name of employer	
	Address of employer	
	Telephone	Contact (manager/personnel officer)
	Fax	Telex/ Email
	Job title of candidate	Years with present employer

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

Month/ Dates/Years		Company / Project / Position / Relevant technical and management experience
From	To	



Form A-7

Page ___ of ___ Pages

Equipment Capability

Name of Bidder or partner of a Joint Venture/ Consortium

The Bidder shall provide adequate information to demonstrate clearly that he has the capability to meet the requirements for each and all items of equipment listed in the Instructions to Bidders. A separate Form shall be prepared for each item of equipment listed in Para 3.2.4.4 of this Document, or for alternative equipment proposed by the Bidder.

Item of Equipment		
Equipment information	1. Name of manufacturer	2. Model and power rating
	3. Capacity	4. Year of manufacture
Current status	5. Current location	
	6. Details of current commitments	
Source	7. Indicate source of the equipment <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased	

Omit the following information if it is owned by the Bidder or partner.

Owner	8. Name of owner	
	9. Address of owner	
	Telephone	Contact name and title
	Fax	Telex/ Email
Agreement	Details of rental/lease specific to the Project.	





PORT QASIM AUTHORITY

CONSTRUCTION OF PUMP HOUSES, UNDERGROUND WATER TANKS, OVERHEAD WATER TANKS & AUXILIARY WORKS IN EASTERN INDUSTRIAL ZONE AT PORT QASIM



BIDDING DOCUMENTS

VOLUME-II

INSTRUCTIONS TO BIDDERS
BIDDING DATA
LETTER OF TECHNICAL BID
SCHEDULES TO BID
STANDARD FORMS
CONDITIONS OF CONTRACT



February, 2026



National Engineering Services Pakistan (Pvt.) Ltd.
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Web: <http://www.nespak.com.pk>

Clearance Code	4194/50W/BD/1(26)	Doc No.	4194/BD/00	Rev No.	00
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**CONSTRUCTION OF PUMP HOUSES, UNDERGROUND WATER TANKS,
OVERHEAD WATER TANKS & AUXILIARY WORKS IN EASTERN
INDUSTRIAL ZONE AT PORT QASIM**

**BIDDING DOCUMENTS
VOLUME-II**

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INSTRUCTIONS TO BIDDERS (IB)



INSTRUCTIONS TO BIDDERS

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INSTRUCTIONS TO BIDDERS

A. GENERAL

- IB.1 Scope of Bid** 1.1 The Employer as defined in the **Bidding Data** hereinafter called the “Employer” wishes to receive bids for the construction and completion of works as described in these Bidding Documents, and summarized in the **Bidding Data** hereinafter referred to as the “Works”.
- 1.2 The successful Bidder will be expected to complete the Works within the time specified in the **Bidding Data**.
- IB.2 Source of Funds** 2.1 The Employer has applied for/received a funding from the source(s) in various currencies towards the cost of the project specified in the **Bidding Data** and it is intended that part of the proceeds of this funding will be applied to eligible payments under the Contract for which these Bidding Documents are issued.
- IB.3 Eligible Bidders** 3.1 This Invitation for Bids is open to all Bidders meeting the following requirements at the time of submission of Bids and thereafter:
- (a) Duly prequalified for this bidding process;
 - (b) Duly licensed by the Pakistan Engineering Council (PEC) in the category relevant to the value of the Works in the relevant field of specialization.
- However, a Foreign Constructor can submit provisional licence with its Bid but the Foreign Constructor will be required to submit standard licence after award of Contract and before start of work.
- Foreign Constructor shall not be eligible to participate in bidding individually. Foreign Constructor shall enter into joint venture with Pakistani Constructor registered with the Pakistan Engineering Council in equivalent/compatible category and submit the joint venture agreement to the Employer before participating in bidding in accordance with PEC Construction and Operation of Engineering Works Bye-laws, 1987;
- (c) Pakistani Constructor must be on Active Taxpayer List of the Federal Board of Revenue and provincial revenue authority/ board where applicable; and
 - (d) All partners constituting the Bidder including proposed subcontractors do not appear in the list of debarred/blacklisted firms and individuals on the websites of PEC and Federal & Provincial Procurement Regulatory Authorities and have not been declared debarred/blacklisted by foreign country, international organizations or other foreign institutions.



- IB.4 Eligible Materials, Equipment and Services**
- 4.1 All materials, equipment and services to be supplied under this Contract shall have their origin in eligible countries described under paragraph 4.4 hereunder.
- 4.2 For purpose of this Clause, “origin” means the place where the Goods are mined, grown or produced or from where the ancillary services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 4.3 The origin of Goods and Services is distinct from the nationality of the Bidder.
- 4.4 Eligible countries to participate in this bidding process are those which have been notified by Ministry of Interior, Government of Pakistan as Business Friendly Countries (BVL); information can be accessed through following link: <http://www.dgip.gov.pk/Files/Visa%20Categories.aspx#L>
- IB.5 One Bid per Bidder**
- 5.1 Each Bidder shall submit only one Bid either by himself, or as a partner in a joint venture. A Bidder who submits or participates in more than one Bid (other than alternatives pursuant to Clause IB.17) will be disqualified.
- IB.6 Site Visit**
- 6.1 The Bidders are advised to visit and examine the Site of Works and its surroundings and obtain for themselves on their own responsibility all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. All cost in this respect shall be at the Bidder’s own expense.
- 6.2 The Bidders and any of their personnel or agents will be granted permission by the Employer to enter upon his premises and lands for the purpose of such inspection, but only upon the express condition that the Bidders, their personnel and agents, will release and indemnify the Employer, his personnel and agents 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 such inspection.
- B. BIDDING DOCUMENTS**
- IB.7 Contents of Bidding Documents**
- 7.1 The Bidding Documents, in addition to Invitation for Bids, are those stated below and should be read in conjunction with any Addenda issued in accordance with Clause IB.9:



1. Instructions to Bidders;
2. Bidding Data;
3. Evaluation Criteria and Qualification Updating Forms;
4. General Conditions (GC);
5. Particular Conditions (PC):
 - Part A - Contract Data;
 - Part B - Special Provisions;
6. Specifications (SP):
 - Part A - Specific Provisions;
 - Part B - Technical Provisions;
7. Letter of Bid;
8. Schedules to Bid;
9. Standard Forms:
 - (i) Form of Bid Security;
 - (ii) Letter of Acceptance;
 - (iii) Form of Contract Agreement;
 - (iv) Form of Performance Security;
 - (v) DAAB Agreement;
 - (vi) Form of Mobilization Advance Guarantee;
10. Drawings.

7.2 The Bidders are expected to examine carefully the contents of all the above documents. Failure to comply with the requirements of Bid submission will be at the Bidder's own risk. Pursuant to Clause IB.26, bids which are not substantially responsive to the requirements of the Bidding Documents will be rejected.

IB.8 Clarification of Bidding Documents, Pre-Bid Meeting

- 8.1 Any prospective Bidder requiring any clarification(s) in respect of the Bidding Documents may notify the Employer in writing at the Employer's address indicated in the Invitation for Bids. The Employer will respond to any request for clarification which he receives earlier than the period specified in the **Bidding Data**, prior to the deadline for submission of bids.
- 8.2 Copies of the Employer's response will be forwarded to all purchasers of the Bidding Documents, including a description of the enquiry but without identifying its source.
- 8.3 The Employer may, on his own or at the request of any prospective Bidder(s), hold a pre-bid meeting to clarify issues and to answer any questions on matters related to the Bidding Documents. The date, time and venue of pre-bid meeting, if convened, are as stipulated in the **Bidding Data**. All prospective Bidders or their authorized representatives shall be invited to attend such a pre-bid meeting.
- 8.4 The Bidders are requested to submit questions, if any, in writing so as to reach the Employer not later than seven (7) days before the proposed pre-bid meeting.



IB.9 Amendment of Bidding Documents

- 8.5 Minutes of the pre-bid meeting, including the text of the questions raised and the replies given, will be transmitted without delay to all purchasers of the Bidding Documents. Any modification of the Bidding Documents listed in Sub- Clause IB.7.1 hereof which may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause IB.9 and not through the minutes of the pre-bid meeting.
- 8.6 Absence at the pre-bid meeting will not be a cause for disqualification of a Bidder.
- 9.1 At any time prior to the deadline for submission of bids, the Employer may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by issuing addendum.
- 9.2 Any addendum thus issued shall be part of the Bidding Documents listed in Sub-Clause IB.7.1 hereof and shall be communicated in writing to all purchasers of the Bidding Documents. Prospective Bidders shall acknowledge receipt of each addendum in writing to the Employer.
- 9.3 Such addendum shall be issued not later than number of days prior to the deadline for submission of bids, specified in the **Bidding Data**. To afford prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may extend the deadline for submission of bids in accordance with Clause IB.20.

C. PREPARATION OF BIDS

IB.10 Cost of Bidding

- 10.1 The Bidders shall bear all costs associated with the preparation and submission of their respective bids and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

IB.11 Language of Bid

- 11.1 The Bid and all correspondence and documents related to the Bid exchanged by a Bidder and the Employer shall be in the Bid language stipulated in the **Bidding Data** and Particular Conditions of Contract. Supporting documents and printed literature furnished by the Bidders may be in any other language provided the same are accompanied by duly certified translation of the relevant parts in the Bid language, in which case, for purposes of evaluation of the bid, the translation in Bid language shall prevail.

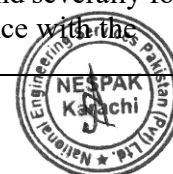
IB.12 Documents Comprising the Bid

- 12.1 Each Bidder shall:
- (a) submit duly filled in, signed and stamped Letter of Bid and completed Schedules to Bid as required, including priced Bill of Quantities, in accordance with Clause IB.18 hereof;

- (b) submit Bid Security in accordance with Clause IB.16 hereof;
- (c) submit alternative proposal, if permissible in accordance with Clause IB.17;
- (d) submit a written power of attorney authorizing the signatory of the Bid to act for and on behalf of the Bidder. The name and position held by each person signing the authorization must be typed or printed below the signature;
- (e) submit the Qualification Updating Forms duly filled in, signed and stamped along with requisite attachments, to establish that the Bidder continues to meet the Eligibility and Qualification Criteria set out in the Pre-Qualification Documents and as provided in the Section "Evaluation Criteria and Qualification Updating Forms";
- (f) furnish a technical proposal taking into account the various Schedules to Bid, specially the following:
 - Schedule-C to Bid, Proposed Construction Schedule;
 - Schedule-D to Bid, Method of Performing the Work;
 - Schedule-E to Bid, List of Major Equipment;
 - Schedule-F to Bid, Organization Chart for Supervisory Staff;and other pertinent information, such as mobilization programme, etc.

12.2 Bids submitted by a joint venture of two (2) or more firms specified in **Bidding Data**, shall comply with the following requirements:

- (a) the bid, and in case of a successful bid, the Form of Contract Agreement shall be signed by all members so as to be legally binding on all partners;
- (b) one of the joint venture partners shall be nominated as being in-charge; and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the joint venture partners;
- (c) the partner-in-charge shall always be duly authorized to deal with the Employer regarding all matters related with and/or incidental to the execution of Works as per the terms and Conditions of Contract and in this regard to incur any and all liabilities, receive instructions, give binding undertakings and receive payments on behalf of the joint venture;
- (d) all partners of the joint venture shall at all times and under all circumstances be liable jointly and severally for the execution of the Contract in accordance with the



Contract terms and a statement to this effect shall be included in the authorization mentioned under Sub-Para(b) above as well as in the Letter of Bid and in the Form of Contract Agreement (in case of a successful bid); and

- (e) a copy of the agreement entered into by the joint venture partners shall be submitted with the bid stating the conditions under which it will function, its period of duration, the persons authorized to represent and obligate it and which persons will be directly responsible for due performance of the Contract and can give valid receipts on behalf of the joint venture, the proportionate participation and corresponding duties & responsibilities of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. No amendments/ modifications whatsoever in the joint venture agreements shall be agreed to between the joint venture partners without prior written consent of the Employer.

- 12.3 Bidders shall also submit proposals of work methods and schedule, in sufficient detail to demonstrate the adequacy of the Bidders' proposals to meet the technical specifications and the completion time referred to in Sub-Clause IB.1.2 hereof.

IB.13 Bid Prices

- 13.1 The price and discount if any quoted by the Bidders in the Letter of Bid and in the Bill of Quantity shall conform to the requirement specified below:
- 13.2 The Bidder shall quote any discounts and the methodology for their application.
- 13.3 If bids are being invited for individual lots (contracts) or for any combination of lots, the Bidders can offer discounts for the individual lots (contracts) as well as for award of more than one Contract and shall specify in their bid.
- 13.4 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole of the Works as described in Sub-Clause IB.1.1 hereof, based on the unit rates and/or prices.
- 13.5 The Bidders shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by a Bidder will not be paid for by the Employer when executed and shall be deemed covered by rates and prices for other items in the Bill of Quantities.
- 13.6 All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 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 a Bidder.



Additional/reduced duties, taxes and levies due to subsequent additions or changes in legislation shall be reimbursed/deducted as per Sub Clause 13.6 [*Adjustment for Changes in Laws*] of the Conditions of Contract.

13.7 The rates and prices quoted by the Bidders are subject to adjustment during the performance of the Contract in accordance with the provisions of Sub-Clause 13.7 [*Adjustments for Changes in Cost*] of the General Conditions of Contract. The Bidders shall furnish the prescribed information for the price adjustment formulae in Schedule-A to Bid, and shall submit with their bids such other requisite supporting information if required under the said Schedule.

IB.14 Currencies of Bid and Payment

14.1 The unit rates and the prices shall be quoted by the Bidder entirely PKR.

A Bidder expecting to incur expenditures in other currencies for inputs to the Works supplied from outside the Employer's country (referred to as the "Foreign Currency Requirements") shall indicate in Table III of Schedule-A to Bid the proportion of the Bid Price (excluding Provisional Sums) needed by him for the payment of such Foreign Currency Requirements; in such case the unit rates and the prices shall be quoted by the Bidder in Equivalent PKR.

14.2 The rates of exchange to be used by the Bidder for currency conversion shall be the TT Selling Rates published or authorized by the State Bank of Pakistan prevailing on the date twenty eight (28) days prior to the deadline for submission of bids. Such rates shall be notified by the Employer not later than fourteen (14) days prior to the deadline for submission of Bids.

For the purpose of payments, the exchange rates used in Bid preparation shall apply for the duration of the Contract.

IB.15 Bid Validity

15.1 Bids shall remain valid for the period stipulated in the **Bidding Data** after the date of Bid Opening specified in Clause IB.23.

15.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request that the Bidders extend the period of validity for a specified additional period which normally may not be more than the original bid validity period. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiting his Bid Security. A Bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his Bid Security for the period of the extension, and in compliance with Clause IB.16 in all respects.

IB.16 Bid Security

16.1 Each Bidder shall furnish, as part of his bid, a Bid Security in original form in the amount stipulated in the **Bidding Data** in PKR or an equivalent amount in a freely convertible currency.



- 16.2 The Bid Security shall be, at the option of the Bidder, in the form of Call Deposit Receipt (CDR)/ Pay Order or a Security issued in the prescribed form included in the Bidding Documents, by (a) a Scheduled Bank in Pakistan or (b) a foreign bank duly counter-guaranteed by a Scheduled Bank in Pakistan or (c) an Insurance Company listed in the **Bidding Data** and rated by PACRA/VIS of rating as provided in Table below in favour of the Employer valid for a period 14 days beyond the Bid Validity date. The Bid Security of Joint Venture shall be in the name of Joint Venture or Lead/either Firm of the JV or in ratio of shares of the individual JV partners, submitting the bid.

Bid Price (In Eq. million PKR)	Minimum Rating of Insurance Companies
Up to 1000	A (+)
1001 to no limit	AA
<i>[Note: Insurance Company includes Joint Ventures of Insurance Companies also]</i>	

- 16.3 Any Bid not accompanied by an acceptable Bid Security shall be rejected by the Employer as non-responsive.
- 16.4 The Bid Securities of the Bidders except the lowest three will be returned by the Employer within twenty eight (28) days from the opening of Bids, provided a Bidder requests for the return of its Bid Security, or upon the expiry of original validity of Bid Security or as extended, whichever is earlier.
- 16.5 The Bid Security of the lowest three Bidders including the successful Bidder will be returned when the successful Bidder has furnished the required Performance Security.
- 16.6 The Bid Security may be forfeited:
- if the Bidder withdraws his bid except as provided in Sub Clause IB.22.1;
 - if the Bidder does not accept the correction of his Bid Price pursuant to Sub Clause IB.28.2 hereof; or
 - in the case of successful Bidder, fails to furnish the required Performance Security.
- 16.7 In case of annulment, all Bids submitted and specially, Bid securities, shall be returned to the Bidders within 14 days of annulment.

IB.17 Alternative Proposals by Bidder

- 17.1 Unless otherwise specified in the **Bidding Data**, alternative proposal(s) shall not be considered.
- 17.2 Should any Bidder consider that he can offer any advantages to the Employer by a modification to the designs, specifications or other conditions, he may, in addition to his Bid to be submitted in strict compliance with the Bidding Documents, submit any alternative proposal(s) containing (a)

relevant design calculations; (b) technical specifications; (c) proposed construction methodology; and (d) any other relevant details/conditions, provided always that the total submitted on the Letter of Bid shall be that which represents complete compliance with the Bidding Documents.

17.3 Alternative proposal(s), if any, of the Bidder having submitted most advantageous Bid only may be considered by the Employer as the basis for the award of Contract to such Bidder.

IB.18 Format and Signing of Bid

18.1 Bidders are particularly directed that the amount entered on the Letter of Bid shall be for performing the Contract strictly in accordance with the Bidding Documents.

18.2 All Schedules to Bid are to be properly completed and signed.

18.3 No alteration is to be made in the Letter of Bid nor in the Schedules thereto except in filling up the blanks as directed. If any such alterations be made or if these instructions be not fully complied with, the Bid may be rejected.

18.4 Each Bidder shall prepare by filling in the forms completely and without alterations one (1) original and number of copies, specified in the **Bidding Data**, of the documents comprising the Bid as described in Clause IB.12 and clearly mark them "ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them, the original shall prevail.

The Bidder shall also provide complete searchable PDF versions as well as Word, Excel, etc., versions of the Bid if so required in the **Bidding Data**.

18.5 The original of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder pursuant to Sub-Clause IB.12.1(d) hereof. All pages of the Bid shall be initialled and stamped by the person or persons signing the bid.

18.6 The Bid shall contain no alterations, omissions or additions, except to comply with instructions issued by the Employer, or as are necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the Bid.

18.7 Bidders shall indicate in the space provided in the Letter of Bid their full and proper addresses at which notices may be legally served on them and to which all correspondence in connection with their bids and the Contract is to be sent.

18.8 Bidders should retain a copy of the Bidding Documents and the Bid as their file copy.

18.9 All documents executed outside Pakistan required to be submitted with the Bid must be certified by Pakistani Embassy in the respective country(ies).

D. SUBMISSION OF BIDS

IB.19 Sealing and Marking of Bids

- 19.1 Each Bidder shall submit his Bid as under:
- (a) ORIGINAL and each copy of the Bid shall be separately sealed and put in separate envelopes and marked as such.
 - (b) The envelopes containing the ORIGINAL and copies will be put in one sealed envelope and addressed / identified as given in Sub Clause IB.19.2 hereof.
- 19.2 The inner and outer envelopes shall:
- (a) be addressed to the Employer at the address provided in the **Bidding Data**;
 - (b) bear the specific identification of this bidding process as specified in the **Bidding Data**; and
 - (c) provide a warning not to open before the time and date for bid opening, as specified in the **Bidding Data**.
- 19.3 In addition to the identification required in Sub-Clause IB.19.2 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 Clause IB.21.
- 19.4 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

IB.20 Deadline for Submission of Bids

- 20.1
- (a) Bids must be received by the Employer at the address specified no later than the time and date stipulated in the **Bidding Data**.
 - (b) Bids with charges payable will not be accepted, nor will arrangements be undertaken to collect the bids from any delivery point other than that specified above. Bidders shall bear all expenses incurred in the preparation and delivery of Bids. No claims will be entertained for refund of such expenses.
 - (c) Where delivery of a Bid is by mail and the Bidder wishes to receive an acknowledgment of receipt of such Bid, he shall make a request for such acknowledgment in a separate letter attached to but not included in the sealed Bid envelope.
 - (d) Upon request, acknowledgment of receipt of Bids will be provided to those making delivery in person or by messenger.
- 20.2 The Employer may, at his discretion, extend the deadline for submission of Bids by issuing an amendment in accordance with Clause IB.9, in which case all rights and obligations of the Employer and the Bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.



- IB.21 Late Bids**
- 21.1 (a) Any Bid received by the Employer after the deadline for submission of bids prescribed in Clause IB.20 shall be declared late, rejected and returned unopened to such Bidder.
- (b) Delays in the mail, delays of person in transit, or delivery of a Bid to the wrong office shall not be accepted as an excuse for failure to deliver a Bid at the proper place and time. It shall be the Bidder's responsibility to determine the manner in which timely delivery of his Bid will be accomplished either in person, by messenger or by mail.
- IB.22 Modification, Substitution and Withdrawal of Bids**
- 22.1 Any Bidder may modify, substitute or withdraw his Bid after Bid submission provided that the modification, substitution or written notice of withdrawal is received by the Employer prior to the deadline for submission of bids.
- 22.2 The modification, substitution, or notice for withdrawal of any Bid shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause IB.19 with the outer and inner envelopes additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" as appropriate.
- 22.3 No Bid may be modified by a Bidder after the deadline for submission of Bids except in accordance with Sub Clauses IB.22.1 and 28.2.
- 22.4 Withdrawal of a Bid during the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified in the Letter of Bid may result in forfeiture of the Bid security in pursuance to Clause IB.16.

E. BID OPENING AND EVALUATION

- IB.23 Bid Opening**
- 23.1 The Employer will open the Bids including withdrawals, substitution and modifications made pursuant to Clause IB.22, in the presence of Bidders' representatives who choose to attend, at the time, date and location stipulated in the **Bidding Data**. The Bidders' representatives who are present shall sign a register evidencing their attendance.
- 23.2 Envelopes marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause IB.22 shall not be opened. Only bids that are opened and read out at Bid opening shall be considered further.
- 23.3 The Bidder's name, total Bid Price and price of any alternative proposal(s), any discounts, Bid modifications, substitution and withdrawals, the presence or absence of Bid security, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening of Bids. Only discounts and alternative proposals



read out at Bid opening shall be considered for evaluation. The Letter of Bid and the Summary Bill of Quantities are to be initialled by representative(s) of the Employer attending Bid opening. The Employer shall neither discuss the merits of any Bid nor reject any Bid (except for late Bids, in accordance with Sub-Clause IB 21.1).

23.4 The Employer shall prepare minutes of the Bid opening, including the information disclosed to those present in accordance with the Sub-Clause IB.23.3.

IB.24 Process to be Confidential

24.1 Information relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of Contract shall not be disclosed to Bidders or any other person not officially concerned with such process before the announcement of the result of Bid evaluation in the form of final evaluation report giving justification for acceptance or rejection of Bids which shall be done at least fifteen (15) days prior to award of Contract. The announcement to all Bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the Bids evaluated. Any effort by a Bidder to influence the Employer's processing of Bids or Contract award decisions may result in the rejection of such Bidder's Bid. Whereas any Bidder feeling aggrieved may lodge a written complaint not later than five (5) days after the announcement of the final evaluation report.

IB.25 Clarification of Bids

25.1 To assist in the examination, evaluation and comparison of Bids, the Employer may, at his discretion, ask any Bidder for clarification of his Bid, including breakdowns of unit rates and lump sum prices. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The request for clarification and the response shall be in writing. No change in the price or substance of the Bid shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids in accordance with Clause IB.28.

25.2 The Employer may, at his discretion, ask any Bidder for confirmation/submission of missing information to clarify its Bid. However, the Employer does not have an obligation to request any additional information or clarification with respect to missing or deficient information in a Bid. The Employer may reject any Bid as non-responsive if found materially incomplete, obscure, irregular or omitting any material information required to be submitted in accordance with the Bidding Documents.

25.3 If a Bidder does not provide clarifications of its Bid by the date and time set reasonably (not less than seven (7) days) in the Employer's request for clarification, the Employer may proceed with the evaluation based on the information submitted in the Bid without waiting for the Bidder's response.



- IB.26 Examination of Bids and Determination of Responsiveness**
- 26.1 Prior to the comparison of Bids, the Employer will determine whether each Bid is substantially responsive to the requirements of the Bidding Documents.
- 26.2 The Employer's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, as defined in Sub-Clause IB.12.
- 26.3 A substantially responsive Bid is one which meets the requirements of the Bidding Documents, without material deviation, reservation or omission. A material deviation, reservation or omission is one that,
- (a) if accepted, would:
 - (i) affect in any substantial way the scope, quality or performance of the Works; or
 - (ii) limit in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the Bidder's obligations under the proposed Contract; or
 - (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.
- 26.4 During the evaluation of Bids, the following definitions apply:
- (a) "Deviation" is a departure from the requirements specified in the Bidding Documents;
 - (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and
 - (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Documents.
- 26.5 The Employer shall examine the technical aspects of the Bid submitted in accordance with Sub-Clause IB.12.1(f), in particular, to confirm that all requirements stated in Specifications have been met without any material deviation, reservation or omission.
- 26.6 If a Bid is not substantially responsive to the requirements of the Bidding Documents, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation, reservation or omission.
- IB.27 Nonmaterial Nonconformities**
- 27.1 Provided that a Bid is substantially responsive, the Employer may waive any nonconformities in the Bid.
- 27.2 Provided that a Bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Bid related to documentation requirements. Requesting information or



documentation on such nonconformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

27.3 Provided that a Bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component, by adding the average price of the item or component quoted by other lowest two evaluated substantially responsive Bidders. If the price of the item or component cannot be derived from the price of other substantially responsive Bids, the Employer shall use a suitable CSR, adjusted to the date 28 days earlier to the Bid submission date or its best assessment.

IB.28 Correction of Arithmetic Errors

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

- (a) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.
- (b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the Employer there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern and the unit rate will be corrected.
- (c) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.

28.2 The amount stated in the Letter of Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected Bid Price, his Bid will be rejected, and the Bid security shall be forfeited in accordance with Sub Clause IB.16.6(b) hereof.

IB.29 Evaluation and Comparison of Bids

29.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause IB.26. The Employer shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.

29.2 In evaluating and comparing the Bids, the Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:

- (a) making any correction for arithmetic errors pursuant to Clause IB.28;



- (b) price adjustment due to discounts offered in accordance with Sub-Clause IB.23.3;
- (c) excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities, but including competitively priced daywork;
- (d) making an appropriate price adjustment for any quantifiable nonmaterial nonconformities in accordance with Sub-Clause IB.27.3; and
- (e) the additional evaluation factors are specified in Section Evaluation Criteria and Qualification Updating Forms.

29.3 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 Bids' comparison.

IB.30 Abnormally Low Bids

30.1 If the Bid Price of the successful Bidder is more than 15% below the lower of the Employer's estimate of the cost of work to be performed under the Contract or average of other lowest two evaluated substantially responsive Bids, 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, the Employer may require an additional Performance Security by 10% of the difference of the Bid Price as determined hereinabove upto issuance of Taking Over Certificate at the expense of the successful Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract. The Bids having Bid Price lower than 25% shall be liable to be rejected.

IB.31 Unbalanced or Front Loaded Bids

31.1 If the Bid of the successful Bidder is seriously unbalanced (Front Loaded) in relation to the average of other evaluated substantially responsive Bids, the Employer during execution of contract may pay against measured quantities of significantly higher quoted line item(s) rate(s) with respect to same line item(s) rate(s) determined from the average of other lowest two evaluated substantially responsive Bids as instructed by the Engineer. The balance line item(s) rate(s) may be paid against the same measured quantities at the time of issuance of Taking Over Certificate or as instructed by the Engineer.

F. AWARD OF CONTRACT

IB.32 Award Criteria

32.1 Subject to Clauses IB.33 and IB.39, the Employer will award the Contract to the Bidder whose Bid has been determined as most advantageous Bid (substantially responsive to requirements of the Bidding Documents with the lowest evaluated Bid Price).



- IB.33 Employer's Right to Annul the Bidding Process**
- 33.1 Notwithstanding Clause IB.32, the Employer reserves the right to annul the bidding process and reject all Bids, at any time prior to award of Contract, without thereby incurring any liability to the affected Bidders or any obligation.
- The Employer shall upon request communicate to any Bidder who submitted a Bid, the grounds for its rejection of all Bids but is not required to justify those grounds. Rejection of all Bids shall be notified to all Bidders promptly.
- IB.34 Notification of Award**
- 34.1 Prior to expiration of the period of Bid validity prescribed by the Employer, the Employer will notify the successful Bidder in writing ("Letter of Acceptance") that his Bid has been accepted. This letter shall name the sum which the Employer will pay the Contractor in consideration of the execution and completion of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called the "Accepted Contract Amount").
- The Letter of Acceptance will also state the remedies with respect to Sub-Clauses IB.30 & IB.31 if applicable.
- 34.2 No negotiation with the Bidder having submitted most advantageous Bid or any other Bidder shall be permitted, however, Employer may have clarification meetings before issuing Letter of Acceptance to get clarified any item in the Bid evaluation report.
- 34.3 The Letter of Acceptance/ notification of award and its acknowledgement/acceptance by the Bidder will constitute the formation of the Contract, binding the Employer and the Bidder till signing of the formal Contract Agreement.
- 34.4 Upon furnishing by the successful Bidder of a Performance Security, the Employer will promptly notify the other Bidders that their Bids have been unsuccessful and return their Bid securities in accordance with Sub-Clause IB.16.5.
- IB.35 Performance Security**
- 35.1 The successful Bidder shall furnish to the Employer a Performance Security in the form and the amount stipulated in the Conditions of Contract and additional Performance Security if applicable under IB.30 as stated in the Letter of Acceptance, within a period of 28 days after the receipt of Letter of Acceptance.
- 35.2 Failure of the successful Bidder to comply with the requirements of Sub Clause IB.35.1 or Clauses IB.36 or IB.37 shall constitute sufficient grounds for the annulment of the award, forfeiture of the Bid security and to award the Contract to the Bidder having submitted next advantageous Bid.
- IB.36 Signing of Contract Agreement**
- 36.1 Within 14 days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Employer will notify the successful Bidder to depute its representative with appropriate Power of Attorney to sign the Contract Agreement in the form provided in the Bidding Documents, incorporating all agreements between the parties.

- 36.2 The formal Agreement between the Employer and the successful Bidder shall be executed within 14 days of the receipt of the above stated notification by the successful Bidder from the Employer.
- IB.37 Integrity Pact** 37.1 The Bidder shall sign and stamp the Integrity Pact provided at Schedule-J to Bid in the Bidding Documents for all Federal Government procurement contracts exceeding PKR ten million. Failure to provide such Integrity Pact shall make the Bidder non-responsive.
- IB.38 Instructions not Part of Contract** 38.1 Bids shall be prepared and submitted in accordance with the Instructions to Bidders which are provided to assist the Bidders in preparing Bids but do not constitute part of the Contract.
- IB.39 Corrupt and Fraudulent Practices** 39.1 The Employer will reject a Bid if it determines that the Bidder recommended for award, or any of its personnel, or its agents, or its sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract under this bidding.
- 39.2 The Employer will blacklist and hence forthwith debar a Constructor or individual, at any time, in accordance with the prevailing Public Procurement Rules 2004.



BIDDING DATA (BD)



BIDDING DATA

The following specific data for the Works to be bid shall complement, amend, or supplement the provisions in the Instructions to Bidders. Wherever there is a conflict, the provisions herein shall prevail over those in the Instructions to Bidders.

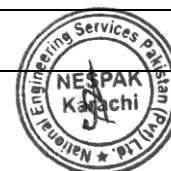
IB Clause Reference	Bidding Data
1.1	Name and address of the Employer: Port Qasim Authority (PQA) Bin Qasim, Karachi - 75020
1.1	Name of the Project & Scope of the Works: Name of the Project: Construction of Pump Houses, Underground Water Tanks, Overhead Water Tanks and Auxiliary Works in Eastern Industrial Zone at Port Qasim. Scope of Works: Followings are the component of the Works, but not limited to the following: <ul style="list-style-type: none"> • Pump Houses with all civil, mechanical & electrical works. • Underground Water Tanks • Overhead Water Tanks • Auxiliary Works (Boundary Wall, Road Works, Storm Water Drainage System, Power distribution & Street lighting, Piping Works, Valve Chambers & Transition Chamber etc.)
1.2	Time for Completion for the Works: Four Hundred & Fifty Six (456) calendar days [15 Calendar months]
2.1	Name of the Borrower/ Source of Funding: The Employer's own resources.
3.1	<i>Replace the text of Sub-Clause IB. 3.1 with the following:</i> This Invitation for Bids is open to all Bidders meeting the requirements specified in Qualification Document (Volume-I of the Bidding Documents) at the time of submission of Bids and thereafter.
4.4	<i>Replace the text of last line of Sub-Clause IB. 4.4 with the following:</i> https://www.dgip.gov.pk/visa/categories.php



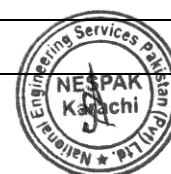
IB Clause Reference	Bidding Data
7.1	<p><i>Replace the text of Sub-Clause IB. 7.1 with the following:</i></p> <p>The Bidding Documents in addition to Invitation for Bids, are those as stated below and shall be read in conjunction with any Addenda issued in accordance with Clause IB.9:</p> <p><u>BIDDING DOCUMENTS</u></p> <p>VOLUME-I</p> <ul style="list-style-type: none"> • Qualification Document <p>VOLUME-II</p> <ul style="list-style-type: none"> • Instructions to Bidders. • Bidding Data. • Evaluation Criteria and Qualification Updating Forms. • Letter of Technical Bid • Schedules to Bid <ul style="list-style-type: none"> ▪ Schedule A to Bid: Schedule of Adjustment Data ▪ Schedule C to Bid: Construction Schedule ▪ Schedule D to Bid: Method of Performing the Work ▪ Schedule E to Bid: List of Major Equipment ▪ Schedule F to Bid: Organization Chart for Supervising Staff and Labour. ▪ Schedule G to Bid: List of Subcontractors. ▪ Schedule I to Bid: Construction Camp and Housing Facilities ▪ Schedule J to Bid: Integrity Pact • Standard Forms <ul style="list-style-type: none"> ▪ Form of Bid Security ▪ Form of Performance Security ▪ Letter of Acceptance ▪ Form of Contract Agreement ▪ DAAB Agreement ▪ Form of Mobilization Advance Guarantee/Bond ▪ Beneficial Ownership Disclosure Form • Conditions of Contract <ul style="list-style-type: none"> ▪ Part-I: General Conditions (GC) ▪ Part-II: Particular Conditions (PC) <ul style="list-style-type: none"> Part A - Contract Data; and Part B - Special Provisions <p>VOLUME-III</p> <ul style="list-style-type: none"> • Specifications (Civil, Plumbing/ Piping Works & Electrical Works)



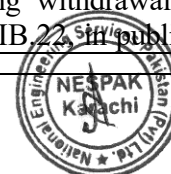
IB Clause Reference	Bidding Data
	<p>VOLUME-IV</p> <ul style="list-style-type: none"> • Bidding Drawings <p>VOLUME-V</p> <ul style="list-style-type: none"> • Letter of Financial Bid • Schedules to Bid <ul style="list-style-type: none"> ▪ Schedule B to Bid: Bill of Quantities ▪ Schedule H to Bid: Estimated Progress Payments
8.1	Time limit for clarification: Seven (07) days.
8.3	Venue, time, and date of the pre-Bid meeting: As notified by the Employer in Invitation for Bids.
9.3	Number of days: Seven (07) days.
11.1	Bid language: English
12.1	<p>Replace the text of Sub-Clause IB. 12.1 with the following:</p> <p>Bids are invited from interested national construction firms as per Single Stage Two - Envelopes bidding procedure as stated in the Pakistan Public Procurement Rules-36 (b) and the e-Pak Procurement Regulations, 2023. Bids shall be submitted electronically through EPADS Portal of PPRA. Bids shall also be submitted in original and a hard copy in the Employer's office.</p> <p>The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Bid and the other Financial Bid. Both envelopes to be enclosed together in an outer single envelope called the Bid. Each Bidder shall furnish all the documents as specified below:</p> <p>(A) Technical Bid</p> <p>Technical Bid shall comprise the following documents:</p> <ol style="list-style-type: none"> (a) Covering Letter; (b) Volume-I, II, III & IV of the Bidding Documents (duly signed and stamped); (c) Addendum/ Corrigendum, if any; (d) Duly filled in, signed and stamped Letter of Technical Bid and completed Schedules to Bid as required, in accordance with Clause IB. 18 hereof; (e) Bid Security in accordance with Clause IB.16 hereof; (f) A technical proposal taking into account the following Schedules to Bid: <ul style="list-style-type: none"> ▪ Schedule C to Bid: Construction Schedule.



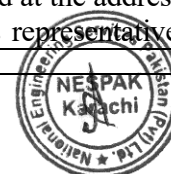
IB Clause Reference	Bidding Data
	<ul style="list-style-type: none"> ▪ Schedule D to Bid: Method of Performing the Work. ▪ Schedule E to Bid: List of Major Equipment ▪ Schedule F to Bid: Organization Chart for supervising staff and Labour. ▪ Schedule G to Bid: List of Subcontractors. ▪ Schedule I to Bid: Construction Camp and Housing Facilities ▪ Schedule J to Bid: Integrity Pact. <p>and other pertinent information, such as mobilization programme, etc.</p> <p>(g) A written power of attorney authorizing the signatory of the Bid to act for and on behalf of the Bidder. The name and position held by each person signing the authorization must be typed or printed below the signature;</p> <p>(h) Qualification Updating Forms: Not applicable due to post-qualification.</p> <p>(B) Financial Bid</p> <p>Financial Bid shall comprise the following documents:</p> <p>(a) Duly filled in, signed and stamped Letter of Financial Bid, in accordance with Clause IB. 18 hereof;</p> <p>(b) Volume-V of the Bidding Documents (duly filled-in, signed and stamped, in accordance with Clause IB. 18 comprising;</p> <ul style="list-style-type: none"> ▪ Schedule B to Bid: Bill of Quantities ▪ Schedule H to Bid: Estimated Progress Payments
12.2	Maximum Number of JV partners shall be: Two (02)
13.8	<p>Following Sub-Clause IB. 13.8 is added:</p> <p>The rates and prices for all items of the Works stated in the Bill of Quantities shall be inclusive of Sindh Sales Tax on Construction Services.</p>
14.1	<p>Delete Sub-Clause IB. 14.1 in its entirety and replace with the following:</p> <p>The unit rates and the prices shall be quoted by the Bidder entirely in Pak Rupees and all payments shall be made in Pak Rupees only.</p>
14.2	Sub-Clause 14.2 is deleted in its entirety.
15.1	Period of Bid Validity: One hundred and fifty two (152) calendar days after the deadline for Bid submission.
16.1	Amount of Bid Security: Not less than Pak. Rupees Twenty Million (PKR 20,000,000/-).



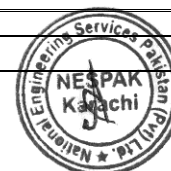
IB Clause Reference	Bidding Data
16.2	<p>Replace the text with the following:</p> <p>The Bid Security shall be in the form of Call Deposit Receipt (CDR)/ Pay Order or a Bank Guarantee issued in the prescribed form included in the Bidding Documents, by any Scheduled Bank in Pakistan having at least long term AA rating as per PACRA/VIS. The Bid Security shall be in favour of the Employer valid for a period of one hundred eighty (180) days i.e. 28 days beyond the bid validity date. The Bid Security of Joint Venture shall be in the name of Joint Venture or Lead/either Firm of the JV or in ratio of shares of the individual JV partners, submitting the bid. A scanned copy of the Bid Security shall be uploaded through EPADS and the original shall be submitted to the Employer at the time, date and address mentioned in the Invitation for Bids.</p> <p>The Bid Security from an insurance company is not acceptable.</p>
18.4	<p>Number of copies of the Bid to be completed and submitted: One original, one hard copy and one soft copy.</p> <p>Searchable pdf versions as well as Word, Excel etc. versions of the Bids are required: Yes</p>
19.1(a)	<p>In first line, before the text “ORIGINAL”; add the following text: <i>“Electronically through EPADS as well as”</i></p>
19.1(c)	<p>Following Sub-Clause IB. 19.1(c) is added:</p> <p>The Technical Bid should comprise of documents listed in Sub-Clause IB. 12.1 (A) of Bidding Data & the Financial Bid should comprise of documents listed in Sub-Clause IB. 12.1 (B) of Bidding Data which shall be placed in separate envelopes in accordance with Sub-Clause IB. 12.1 of Bidding Data.</p>
19.2(a)	<p>Employer's address for the purpose of Bid submission: As per Invitation for Bids.</p>
19.2(b)	<p>Name of the Contract: Construction of Pump Houses, Underground Water Tanks, Overhead Water Tanks and Auxiliary Works in Eastern Industrial Zone at Port Qasim.</p> <p>Number of the Contract: Not used.</p>
20.1(a)	<p>Deadline for submission of Bids: All Bids should be submitted electronically through EPADS Portal of PPRA as well as in original and a hard copy in the Employer’s office till the closing date and time, as notified by the Employer in the Invitation for Bids.</p>
23	<p>Replace the text of Clause IB. 23 with the following:</p> <p>Opening of Technical Bids</p> <p>The Employer will open the Technical Bids including withdrawals, substitution and modifications made pursuant to Clause IB 23.1 public</p>



IB Clause Reference	Bidding Data
	<p>at the address, date and time specified in the Invitation for Bids, in the presence of Bidders' designated representatives and anyone who choose to attend. The Financial Bids will remain unopened and will be held in custody of the Employer. The Bidders' representatives who are present shall sign a register evidencing their attendance.</p>
23.2	<p>Envelopes marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause IB.22 shall not be opened. Only bids that are opened and read out at Bid opening shall be considered further.</p>
23.3	<p>The Bidder's name, Bid modifications, substitution and withdrawals, the presence or absence of Bid Security, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening of Technical Bids. Only Technical Bids read out at Technical Bid opening shall be considered for evaluation. The Letter of Technical Bid is to be initialled by representative(s) of the Employer attending Bid opening. The Employer shall neither discuss the merits of any Bid nor reject any Bid (except for late Bids, in accordance with Sub-Clause IB. 21.1).</p>
23.4	<p>The Employer shall prepare minutes of the Technical Bid opening, including the information disclosed to those present in accordance with the Sub-Clause IB.23.3 of Bidding Data.</p>
23.5	<p>The Employer shall examine and determine whether each Technical Bid is substantially responsive to the requirements of the Bidding Documents in accordance with the Clause IB.26 of Instructions to Bidders.</p>
23.6	<p>At the end of the evaluation of the Technical Bids, the Employer will invite only those bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified for award to attend the opening of the Financial Bids. Technical Bid Evaluation Report (TBER) will be uploaded on the website of EPADS Portal of PPRA, accordingly.</p>
23.7	<p>The date, time, and location of the opening of Financial Bids will be advised in writing by the Employer. Bidders shall be given reasonable notice for the opening of Financial Bids.</p>
23.8	<p>The Employer will notify Bidders in writing who have been rejected on the grounds of their Technical Bids being substantially non-responsive to the requirements of the Bidding Document and return their Financial Bids unopened before inviting others, who are determined as being qualified, to attend the opening of Financial Bids.</p>
23.9	<p>Opening of Financial Bids</p> <p>The Employer shall conduct the opening of Financial Bids of all Bidders who submitted substantially responsive Technical Bids, publicly in the presence of Bidders' representatives who choose to attend at the address, date and time specified by the Employer. The Bidder's representatives</p>



IB Clause Reference	Bidding Data									
<p>23.10</p> <p>23.11</p> <p>23.12</p>	<p>who are present shall be requested to sign a register evidencing their attendance.</p> <p>The Bidder's name, total Bid Price, any discounts, Bid modifications, substitution and withdrawals, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening of Financial Bids. Only Financial Bids and discounts that are opened and read out at Financial Bid opening shall be considered for evaluation. The Letter of Financial Bid and the Summary Bill of Quantities are to be initialled by representative(s) of the Employer attending Bid opening. The Employer shall neither discuss the merits of any Bid nor reject any Bid.</p> <p>The Employer shall prepare minutes of the Financial Bid opening, including the information disclosed to those present in accordance with the Sub-Clause IB.23.10 of Bidding Data.</p> <p>At the end of the evaluation of the Financial Bids, Final Evaluation Report (FER) will be uploaded on the website of EPADS Portal of PPRA, accordingly.</p>									
<p>26.6</p>	<p>In third line after the word "by", add the text "omission, addition, alteration," and in forth line after the word "withdrawal", add the text "in any form".</p>									
<p>26.7</p>	<p>Following Sub-Clause IB. 26.7 is added:</p> <p>Criteria for Evaluation of Technical Bids</p> <p>Evaluation of Technical Bids shall be carried out as per the following criteria:</p> <table border="1" data-bbox="504 1279 1394 2033"> <thead> <tr> <th data-bbox="504 1279 596 1368">S. No.</th> <th data-bbox="596 1279 1011 1368">Description</th> <th data-bbox="1011 1279 1394 1368">Pass / Fail Requirements</th> </tr> </thead> <tbody> <tr> <td data-bbox="504 1368 596 1648">1.</td> <td data-bbox="596 1368 1011 1648"> <p>Schedule C to Bid: Construction Schedule</p> <p>Evaluation of the feasibility of the proposed construction schedule, alignment with project timelines, and logical sequencing of activities.</p> </td> <td data-bbox="1011 1368 1394 1648"> <p>Pass: The proposed schedule must be realistic, aligned with project timelines, and show a logical sequence of major activities and milestones.</p> <p>Fail: Schedule is unrealistic or incomplete.</p> </td> </tr> <tr> <td data-bbox="504 1648 596 2033">2.</td> <td data-bbox="596 1648 1011 2033"> <p>Schedule D to Bid: Method of Performing the Work</p> <p>Assessment of the bidder's method for executing the work, including efficiency, alignment with best practices, and risk mitigation. This should demonstrate a clear understanding of project requirements.</p> </td> <td data-bbox="1011 1648 1394 2033"> <p>Pass: The method statement must demonstrate sound practices, logical work sequence, and effective risk management.</p> <p>Fail: Method lacks detail or does not align with project requirements.</p> </td> </tr> </tbody> </table>	S. No.	Description	Pass / Fail Requirements	1.	<p>Schedule C to Bid: Construction Schedule</p> <p>Evaluation of the feasibility of the proposed construction schedule, alignment with project timelines, and logical sequencing of activities.</p>	<p>Pass: The proposed schedule must be realistic, aligned with project timelines, and show a logical sequence of major activities and milestones.</p> <p>Fail: Schedule is unrealistic or incomplete.</p>	2.	<p>Schedule D to Bid: Method of Performing the Work</p> <p>Assessment of the bidder's method for executing the work, including efficiency, alignment with best practices, and risk mitigation. This should demonstrate a clear understanding of project requirements.</p>	<p>Pass: The method statement must demonstrate sound practices, logical work sequence, and effective risk management.</p> <p>Fail: Method lacks detail or does not align with project requirements.</p>
S. No.	Description	Pass / Fail Requirements								
1.	<p>Schedule C to Bid: Construction Schedule</p> <p>Evaluation of the feasibility of the proposed construction schedule, alignment with project timelines, and logical sequencing of activities.</p>	<p>Pass: The proposed schedule must be realistic, aligned with project timelines, and show a logical sequence of major activities and milestones.</p> <p>Fail: Schedule is unrealistic or incomplete.</p>								
2.	<p>Schedule D to Bid: Method of Performing the Work</p> <p>Assessment of the bidder's method for executing the work, including efficiency, alignment with best practices, and risk mitigation. This should demonstrate a clear understanding of project requirements.</p>	<p>Pass: The method statement must demonstrate sound practices, logical work sequence, and effective risk management.</p> <p>Fail: Method lacks detail or does not align with project requirements.</p>								



IB Clause Reference	Bidding Data	
	3.	<p>Schedule E to Bid: List of Major Equipment</p> <p>Review of the adequacy and suitability of major equipment (owned, purchased or leased) for the project needs, considering capacity, condition, present location/ source, plan for delivery at Site and period of work on the project.</p> <p>Pass: Major equipment is suitable, sufficient, and maintained per project requirements. Fail: Equipment is inadequate, inappropriate, or does not meet project standards.</p>
	4.	<p>Schedule F to Bid: Organization Chart for supervising staff and Labour</p> <p>Assessment of the organization chart for supervisory staff, including roles, responsibilities, and qualifications of key personnel.</p> <p>Pass: Chart clearly defines roles, reporting structure, and includes qualified supervisory staff with qualification and relevant responsibilities and experience. Fail: Organization chart is unclear or lacks qualified personnel.</p>
	5.	<p>Schedule G to Bid: List of Subcontractors</p> <p>Review of subcontractors proposed for critical tasks, including their qualifications and experience relevant to project requirements.</p> <p>Pass: Provide list of Subcontractors and proposed task assigned to them along with their qualification and relevant experience in the proposed scopes. Fail: Subcontractor list lacks the proposed task assigned to them and relevant qualifications or does not meet project needs.</p>
	6.	<p>Schedule I to Bid: Construction Camp and Housing Facilities</p> <p>Assessment of proposed camp and housing facilities for staff, including site preparation, provision of services, construction of facilities, construction equipment assembly & preparation, safety & security.</p> <p>Pass: Facilities are adequate, safe, and meet project requirements. Fail: Facilities are insufficient, unsafe, or non-compliant with project requirements.</p>



IB Clause Reference	Bidding Data	
26.8	7.	<p>Schedule J to Bid: Integrity Pact</p> <p>Confirmation that the bidder has signed and committed to the Integrity Pact, ensuring transparency and ethical conduct throughout the project.</p> <p>Pass: Integrity Pact is signed and included in bid as per the prescribed format given in the Bidding Documents. Fail: Integrity Pact is missing, unsigned or not meeting the Bidding Documents' requirements.</p>
	<p>Following Sub-Clause IB. 26.8 is added:</p> <p>Criteria for Evaluation of Financial Bids</p> <p>Financial Bids shall be examined, evaluated and compared by the Employer to determine the most advantageous Bid (substantially responsive to requirements of the Bidding Documents with the lowest evaluated Bid Price). The Bid found to be the “most advantageous Bid” shall be accepted.</p>	
29.2(b)	Replace the text “IB.23.3” with “IB.23.10 of Bidding Data”.	
34.5	<p>Following Sub-Clause IB.34.5 is added:</p> <p>Declaration of Beneficial Ownership Information</p> <p>The successful bidder shall submit duly signed and completed Beneficial Ownership Disclosure Form, attached in this Bidding Document, providing additional information on its beneficial ownership after issuance of Letter of Acceptance.</p>	



EVALUATION CRITERIA AND QUALIFICATION UPDATING FORMS



EVALUATION CRITERIA AND QUALIFICATION UPDATING FORMS

1. General

This Section contains Eligibility and Qualification Criteria that the Employer shall use to evaluate Bids and qualify Bidders in accordance with Clauses IB.26 of Instructions to Bidders. The Bidder shall provide all the information requested in the relevant forms contained in Bidder's Qualification Updating Forms provided herein.

The information provided in the forms shall be substantiated with valid documentary evidences otherwise the requirement will not be considered as complied.

Wherever a Bidder is required to state a monetary amount, Bidders shall indicate the PKR equivalent using the rate of exchange determined as follows:

- For financial data - Exchange rate prevailing on the last day of the respective calendar year (in which the amounts for that year are to be converted) was originally established.

Exchange rates shall be taken from the TT Selling Rates published or authorized by the State Bank of Pakistan. Any error in determining the exchange rates in the Bid may be corrected by the Employer.

2. Domestic Preference

A margin of preference of 7.5% (seven and a half percent) shall be granted to domestic Bidders (in case of JV, all partners are Pakistani Constructors), in accordance with and subject to the following provisions:

- (a) The Bidders applying for such preference shall provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by the Employer, a Bidder qualifies for a domestic preference.
- (b) After Bids have been received and reviewed by the Employer, responsive Bids shall be classified into the following groups:
 - (i) Group A: Bids offered by domestic Bidders eligible for the preference.
 - (ii) Group B: Bids offered by other Bidders.

All evaluated Bids in each group shall, as a first evaluation step, be compared to determine the lowest Bid, and the lowest evaluated Bids in each group shall be further compared with each other. If, as a result of this comparison, a Bid from Group A is the lowest, it shall be selected for the award. If a Bid from Group B is the lowest, as a second evaluation step, all Bids from Group B shall then be further compared with the lowest evaluated Bid from Group A. For the purpose of this further comparison only, an amount equal to 7.5% (seven and a half percent) of the respective Bid Price corrected for arithmetical errors, including unconditional discounts and excluding Provisional Sums and the cost of dayworks, if any, shall be added to the evaluated price offered in each Bid from Group B. If the Bid from Group A is the lowest, it shall be selected for award. If not, the lowest evaluated Bid from Group B based on the first evaluation step shall be selected.



3. Evaluation (IB 29.2(e))

In addition to the criteria listed in IB 29.2 (a) - (d) the following criteria shall apply:

3.1 Assessment of adequacy of Technical Proposal with Requirements**3.2 Multiple Contracts**

Not applicable.

3.3 Price Adjustments

Not applicable.

Not Used



4. Qualification (Updating of Pre-Qualification)

Eligibility and Qualification information described here below must be met by the legal entity(ies) comprising the Bidder, and not the Bidder's/JV partner's sister or parent companies, subsidiaries or affiliates.

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture			Submission Requirements
				All Partners Combined	Each Member	Lead Member	
1. Eligibility							
1.1	PEC Licencing	Licencing by Pakistan Engineering Council (PEC) as per requirement mentioned in Pre-Qualification Document.	must meet requirement	must meet requirement	must be PEC Licensee	N/A	Provisional/ Standard PEC Licence. Foreign Constructor must submit JV Agreement with Pakistani Constructor.
1.2	Pakistani Constructor's Tax Registration	Requirement of Pakistani Constructor on Active Taxpayer List (ATL) of FBR in accordance with paragraph (c) of Sub-Clause IB.3.1.	must meet requirement	N/A	must meet requirement	N/A	Extracts of ATL
1.3	Debarment/Blacklisting	Not having been debarred/blacklisted in accordance with paragraph (d) of Sub-Clause IB.3.1.	Must meet requirement	N/A	Must meet requirement	N/A	Undertaking in the Letter of Bid



Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture			Submission Requirements
				All Partners Combined	Each Member	Lead Member	
2. Pending Litigation							
2.1	Pending Litigation	Bidder's financial position and prospective long term profitability sound according to criteria established in 3.1 below and assuming that all pending litigation will be resolved against the Bidder.	Must meet requirement	N/A	Must meet requirement	N/A	Form CON – 1
3. Financial Situation and Performance [Requirements as prescribed in the Qualification Documents]							
3.1	Financial Capabilities	(i) The Bidder shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements for the execution of the Works.	Must meet requirement	Must meet requirement	N/A	N/A	Form FIN – 3.1, FIN – 3.2, FIN – 3.3, with attachments

Not Used



Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture			Submission Requirements
				All Partners Combined	Each Member	Lead Member	
		(ii) The Bidders shall also demonstrate, to the satisfaction of the Employer, that it has adequate sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments. (iii) The audited balance sheets or, if not required by the laws of the Bidder's country, other financial statements acceptable to the Employer, for the last three years shall be submitted and must demonstrate the current soundness of the Bidder's financial position and indicate its prospective long-term profitability.	Must meet requirement	Must meet requirement	N/A	N/A	
			Must meet requirement	N/A	Must meet requirement	N/A	



Bidders Qualification Updating Forms

To establish its qualifications to perform the contract in accordance with Section (Evaluation Criteria and Qualification Updating Forms) the Bidder shall provide the information requested in the corresponding Information Sheets included hereunder.

Not Used



Form ELI -1.1**Bidder Information Form**

Date: _____
 Bid Reference No. (if any) and title: _____
 Page _____ of _____ pages

Bidder's name
In case of Joint Venture (JV), name of each member:
Bidder's country of registration: <i>[indicate country of Constitution]</i>
Bidder's year of incorporation:
Bidder's legal address [in country of registration]:
Bidder's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents, in case of JV, JV agreement, in accordance with Sub-Clause IB 3.1.

Not Used



Form ELI -1.2**Bidder's JV Information Form
(to be completed for each member of Bidder's JV)**

Date: _____

Bid Reference No. (if any) and title: _____

Page _____ of _____ pages

Bidder's JV name:

JV member's name:

JV member's country of registration:

JV member's year of constitution:

JV member's legal address in country of constitution:

JV member's authorized representative information

Name: _____

Address: _____

Telephone/Fax numbers: _____

E-mail address: _____

Not Used

Form CON – 1

Pending Litigation

Bidder’s Name: _____

Date: _____

JV Member’s Name _____

Bid Reference No. (if any) and title: _____

Page ____ of ____ pages

Pending Litigation, in accordance with Eligibility and Qualification Criteria			
<input type="checkbox"/> No pending litigation in accordance with Eligibility and Qualification Criteria, Sub-Factor 2.1. <input type="checkbox"/> Pending litigation in accordance with Eligibility and Qualification Criteria, Sub-Factor 2.1 as indicated below.			
Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), Eq. PKR (exchange rate)
		<p style="text-align: center; font-size: 2em; opacity: 0.5;">Not Used</p> Contract Identification: _____ Name of Employer: _____ Address of Employer: _____ Matter in dispute: _____ Party who initiated the dispute: _____ Status of dispute: _____	
		Contract Identification: Name of Employer: Address of Employer: Matter in dispute: Party who initiated the dispute: Status of dispute:	



Form FIN – 3.1:**Financial Situation and Performance**

Bidder's Name: _____

Date: _____

JV Member's Name _____

Bid Reference No. (if any) and title: _____

Page ____ of ____ pages

1. Financial data

Type of Financial information in (currency)	Historic information for last year, (amount in currency, currency, exchange rate*, Eq. PKR)
Statement of Financial Position (Information from Balance Sheet)	
Total Assets (TA)	
Total Liabilities (TL)	
Total Equity/Net Worth (NW)	
Current Assets (CA)	
Current Liabilities (CL)	
Working Capital (WC)	
Information from Income Statement	
Total Revenue (TR)	
Profits Before Taxes (PBT)	
Cash Flow Information	
Cash Flow from Operating Activities	

* For the exchange rate, refer Clause 1, "General" of Evaluation Criteria and Qualification Updating Forms.

2. Financial documents

The Bidder and its parties shall provide copies of financial statements for last year pursuant to Eligibility and Qualification Criteria, Sub-factor 3.1. The financial statements shall:

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

Attached are copies of financial statements¹ for the last year required above; and complying with the requirements

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



Form FIN – 3.2:**Financial Resources**

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

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

Not Used



Form FIN – 3.3:**Current Contract Commitments / Works in Progress**

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

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

Not Used



LETTER OF TECHNICAL BID AND SCHEDULES TO BID



LETTER OF TECHNICAL BID*[on Bidder's letter head]*Bid Reference No. _____
[Name of Contract/ Works]

Date: _____

To: _____

Gentleman,

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Specifications, Schedules to Bid including Bill of Quantities, Drawings and Addenda Nos. _____ for the execution of the above-named Works, we, the undersigned, offer to execute and complete such Works and remedy any defects therein in conformity with the said Bidding Documents and Addenda.
2. We meet the eligibility requirements in accordance with IB.3.
3. We, including any Subcontractors for any part of the Contract, are not debarred/ blacklisted by the Employer, any Government/Semi Government/Public Department in Pakistan or foreign country, international organizations or other foreign institutions.
4. Our subcontractors or suppliers for any part of the Contract, if any, shall have nationalities from eligible countries, in accordance with IB.4.4.
5. We understand that all the Schedules attached hereto form part of this Bid.
6. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of PKR _____ (Pak. Rupees. _____) drawn in your favour or made payable to you and valid for a period of _____ days beginning from the date Bids are opened.
7. We undertake, if our Bid is accepted, to commence the Works and to complete the whole of the Works comprised in the Contract within the time stated in Contract Data.
8. We agree to abide by this Bid for the period of _____ days, inclusive of 28 days beyond Bid validity period (as mentioned at Sr. No. 6 above) and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
9. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
10. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other Bidder for the Works.
11. We understand that you are not bound to accept the lowest or any Bid you may receive.



12. We undertake that all the information and documents submitted with the Bid are genuine, and in case of incorrect information of fake documents we shall be liable for punitive action under the Applicable Law.

Dated this _____ day of _____ 20_____

Signature: _____

in the capacity of _____ duly authorized to sign Bids for and on behalf of

(Name of Bidder in Block Capitals)
(Seal)

Address: _____

Witness:

Signature: _____

Name: _____

Address. _____

Occupation _____



A-1
Schedule-A to Bid

SCHEDULE OF ADJUSTMENT DATA
Schedule of Cost Indexation

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

$$P_n = a + b \frac{L_n}{L_o} + c \frac{E_n}{E_o} + d \frac{M_n}{M_o} + \dots$$

where:

“P_n” is the adjustment multiplier to be applied to the estimated Contract value in the relevant currency of the work carried out in period “n”, this period being a month;

“a” is a fixed coefficient, stated in the relevant table of adjustment data, representing the non-adjustable portion in contractual payments;

“b”, “c”, “d”, ... are coefficients representing the estimated proportion of each cost element related to the execution of the Works as stated in the relevant table of adjustment data; such tabulated cost elements may be indicative of resources such as labour, equipment and materials;

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

“L_o”, “E_o”, “M_o”, are the base cost indices or reference prices, expressed in the relevant currency of payment, each of which is applicable to the relevant tabulated cost element on the Base Date.

The weightings (coefficients) for each of the factors of cost stated in the following table(s) of adjustment data shall only be adjusted if they have been rendered unreasonable, unbalanced or inapplicable, as a result of Variation(s).



A-2
Schedule-A to Bid

SCHEDULE OF ADJUSTMENT DATA

The source of indices and the weightages or coefficients for use in the adjustment formula under Sub-Clause 13.7 of Conditions of Contract shall be as follows:

Cost Element	Description	Weightages	Applicable index
(i)	Fixed Portion	0.27	
(ii)	Local Labour ¹	0.15	Government of Pakistan (GP) Federal Bureau of Statistics (FBS) Monthly Statistical Bulletin.
(iii)	Cement – in bags. Portland cement shall be considered representative items for all types of cement.	0.15	"
(iv)	Steel Reinforcement ²	0.20	"
(v)	High Speed Diesel (HSD)	0.10	"
(vi)	Aggregate	0.03	"
(vii)	Cables ³	0.10	
	Total	1.00	

- 1 In the weightage factor of labour, the effect of skilled, semi-skilled and unskilled labour has been taken. However, for the calculation purpose, the base and current price shall be taken from Federal Bureau of Statistics Bulletin for unskilled labour.
- 2 In the weightage factor of Steel Reinforcement, the effect of various types of steel has been taken. However, for the calculation purpose, the base and current price shall be taken from Federal Bureau of Statistics Bulletin for Iron bars ½” round (M.S. bars per tonne).
- 3 In the weightage factor of Cables, the effect of all types of cables has been taken. However, for the calculation purpose, the base and current price of PVC Wire, Single Core (90 Meter Roll) shall be taken from Federal Bureau of Statistics Bulletin.
- 4 In the weightage factor of Aggregate, the effect of sand, bajri and stone has been taken. However, for the calculation purpose, the base and current price shall be taken from Federal Bureau of Statistics Bulletin for Bajri.
- 5 In the weightage factor of Cables, the effect of all types of cables has been taken. However, for the calculation purpose, the base and current price of PVC Wire, Single Core (90 Meter Roll) shall be taken from Federal Bureau of Statistics Bulletin.

Notes:

- a) The base cost indices or prices shall be those applying 28 days prior to the latest day for submission of bids. Current indices or prices shall be those applying 28 days prior to the last day of the billing period.
- b) Any fluctuation in the indices or prices of materials other than those given above shall not be subject to adjustment of the Contract Price.
- c) For item (iii) above, the rate of ordinary Portland cement (referred as “cement” in the said statistical Bulletin) per bag shall be used.
- d) For item (iv) the rate of iron bar (referred as “iron bars ½” round M.S” in the said Statistical Bulletin) per tonne shall be used.
- e) For the purpose of this Sub-Clause, the rates for Karachi shall be used.



A-3
Schedule-A to Bid

SCHEDULE OF ADJUSTMENT DATA

Table II. Foreign Currency (FC) For Bill Nos. _____

NOT USED



SCHEDULE OF ADJUSTMENT DATA

Table III. Foreign Currency Requirements

NOT USED



SCHEDULE OF ADJUSTMENT DATA

Table IV. Summary of Payment Currencies

NOT USED



B-1
Schedule-B to Bid

BILL OF QUANTITIES

Refer Volume-V of the Bidding Documents.



C-1
Schedule-C to Bid

CONSTRUCTION SCHEDULE

Pursuant to Sub-Clause 8.3 of the General Conditions, the whole of the Works, and each Section (if any), shall be completed within the Time for Completion for the Works or Section (as the case may be) stated as hereunder and mentioned in Contract Data:

Description	Time for Completion (days)
Whole Works	Fifteen (15) Calendar Months.

[The Bidder shall provide, the Construction Schedule in the bar chart (CPM, PERT or any other to be specified herein) showing the sequence of work items and the period of time during which he proposes to complete each work item in such a manner that his proposed programme for completion of the whole of the Works and Sections of the Works may meet Employer's completion targets in days noted above and counted from the Commencement Date (Attach sheets as required for the specified form of Construction Schedule)]



D-1
Schedule-D to Bid**METHOD OF PERFORMING THE WORK**

[The Bidder is required to submit a narrative outlining the method of performing the Work. The narrative should indicate in detail and include but not be limited to:

1. **Organization Chart:**

Shall indicate head office and field office personnel involved in management and supervision, engineering, equipment maintenance and purchasing.

2. **Mobilization:**

In Pakistan, the type of facilities including personnel accommodation, office accommodation, provision for maintenance and for storage, communications, security and other services to be used.

3. **Method of executing the Works:**

The procedures for installation of equipment and machinery and transportation of equipment and materials to the site.]



E-1
Schedule-E to Bid**LIST OF MAJOR EQUIPMENT**

[The Bidder will provide on Sheet E-2 of this Schedule a list of all major equipment and related items, under separate heading for items owned, to be purchased or to be arranged on lease by him to carry out the Works. The information shall include make, type, capacity, and anticipated period of utilization for all equipment.

The Bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Sheet E-3.]



E-2
Schedule-E to Bid

LIST OF MAJOR EQUIPMENT
Owned, Purchased or Leased

Owned Purchased or Leased	Description of Unit (Make, Model, Year)	Capacity HP Rating	Condition	Present Location or Source	Date of Delivery at Site	Period of Work on Project
1	2	3	4	5	6	7
a. Owned						
b. To be Purchased						
c. To be arranged on Lease						



E-3
Schedule-E to Bid

LIST OF MAJOR EQUIPMENT

Equipment details

Item of equipment		
Equipment information	Name of manufacturer	Model and power rating
	Capacity	Year of manufacture
Current status	Current location	
	Details of current commitments	
Source	Indicate source of the equipment <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured	
The following information shall not be applicable for equipment owned by the Bidder		
Owner	Name of owner	
	Address of owner	
	Telephone	Contact name and title
	Fax	Telex
Agreements	Details of rental / lease / manufacture agreements specific to the project	

[This Table shall be used for each item of Equipment separately]



F-1
Schedule-F to Bid

**ORGANIZATION CHART
FOR THE
SUPERVISORY STAFF AND LABOUR**



G-1
Schedule-G to Bid**LIST OF SUBCONTRACTORS**

I/ We intend to subcontract the following parts of the Work to subcontractors. In my/ our opinion, the subcontractors named hereunder are reliable and competent to perform that part of the work for which each is listed.

Enclosed are documentation outlining experience of subcontractors, the curriculum vitae and experience of their key personnel who will be assigned to the Contract, equipment to be supplied by them, size, location and type of contracts carried out in the past.

Part of Works (Give Details)	Subcontractor (With Complete Address)
1	2



H-1
Schedule-H to Bid

ESTIMATED PROGRESS PAYMENTS

Refer Volume-V of the Bidding Documents.



I-1
Schedule-I to Bid**CONSTRUCTION CAMP AND HOUSING FACILITIES**

[The Bidder in accordance with Clause 6 of the Conditions of Contract shall provide description of his construction camp's facilities and staff housing requirements.

The Bidder shall list or explain his plans for providing these facilities for the service of the Contract as follows:

- 1. Site Preparation (clearing, land preparation, etc.).*
- 2. Provision of Services.*
 - a) Electrical power (expected power load, etc.).*
 - b) Water (required amount and system proposed).*
 - c) Sanitation (sewage disposal system, etc.)*
- 3. Construction of Facilities*
 - a) Contractor's Office, Workshop and Work Areas (areas required and proposed layout, type of construction of buildings, etc.).*
 - b) Warehouses and Storage Areas (area required, type of construction and layout).*
 - c) Housing and Staff Facilities (Plans for housing for proposed staff, layout, type of construction, etc.).*
- 4. Construction Equipment Assembly and Preparation (detailed plans for carrying out this activity).*
- 5. Other Items Proposed (Security services, etc.)]*

Note:

The Contractor shall be responsible for pumps, electrical power, water and electrical distribution systems, and sewerage system including all fittings, pipes and other items necessary for servicing the Contractor's construction camp.



INTEGRITY PACT
DECLARATION OF FEES, COMMISSION AND BROKERAGE, ETC.
PAYABLE BY THE BIDDERS/CONTRACTORS OF GOODS, SERVICES & WORKS IN
CONTRACTS WORTH PAK. RS. 10.00 MILLION OR MORE

Contract No. _____ Dated _____
Contract Value: _____
Contract Title: _____

..... [Name of Bidder/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 (GoP) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoP through any corrupt business practice.

Without limiting the generality of the foregoing, [Name of Bidder/ Contractor] represents and warrants that it has fully declared the brokerage, commission, fees 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 consultation 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.

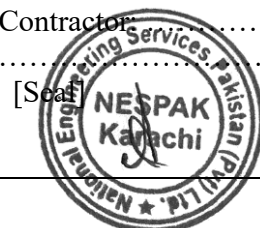
[Name of Bidder/Contractor] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representation or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

[Name of Bidder/Contractor] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts 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 rights 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 Bidder/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 Bidder/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.

Name of Employer:
Signature:
[Seal]

Name of Bidder/Contractor:
Signature:
[Seal]



STANDARD FORMS



BS-1

FORM OF BID SECURITYSecurity Executed on _____
(Date)Expiry on _____
(Date)Name of Surety with Address: _____
_____Name of Principal (Bidder) with Address _____
_____Penal Sum of Security PKR _____ (Pak Rupees _____)

Bid Reference No. _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal (Bidder) we, the Surety above named, are held and firmly bound unto _____
(hereinafter called the 'Employer') in the sum stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Bidder has submitted the accompanying Bid dated _____ for _____
_____ (Particulars of Bid) to the said Employer; and

- (1) WHEREAS, the Employer has required as a condition for considering said Bid that the Bidder furnishes a Bid Security in the above said sum to the Employer, conditioned as under: that the Bid Security shall remain in force for a period twenty eight (28) days beyond the Bid Validity date i.e., up to _____.
- (2) that the Bid Securities of the Bidders except the lowest three will be returned by the Employer within twenty eight (28) days from the opening of Bids, provided a Bidder request for the return of its Bid Security, or on the expiry of original validity of Bid Security or as extended, whichever is earlier;
- (3) that the Bid Security of the lowest three Bidders comprising the successful Bidder will be returned when the successful Bidder has furnished the required Performance Security; and
- (4) that in the event of failure of the successful Bidder to furnish the required Performance Security, the entire said sum be paid immediately to the said Employer pursuant to IB.16 and IB.35 of the Instructions to Bidders for the successful Bidder's failure to perform.

NOW THEREFORE, if the successful Bidder shall, within the period specified therefor, on the prescribed form presented to him for signature enter into a formal Contract with the said Employer in accordance with his Bid as accepted and furnish within twenty eight (28) days of his being requested to do so, a Performance Security with good and sufficient surety, as may be required, upon the form prescribed by the said Employer for the faithful performance and proper fulfilment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified for its validity then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.



BS-2

PROVIDED THAT the Surety shall forthwith pay the Employer the said sum upon first written demand of the Employer (without cavil or argument) and without requiring the Employer to prove or to show grounds or reasons for such demand, notice of which shall be sent by the Employer by registered post duly addressed to the Surety at its address given above.

PROVIDED ALSO THAT the Employer shall decide, whether the Principal (Bidder) has duly performed his obligations to sign the Contract Agreement and to furnish the requisite Performance Security within the time stated above, or has defaulted in fulfilling said requirements and the Surety shall pay without objection the said sum upon demand from the Employer forthwith and without any reference to the Principal (Bidder) or any other person.

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

SURETY
(Scheduled Bank)

WITNESS:

Signature _____

1. _____

Name _____

Corporate Secretary (Seal)

Title _____

Corporate Guarantor (Seal)

2. _____

Name, Title & Address



FORM OF PERFORMANCE SECURITY

Guarantee No. _____

Executed on _____

Expiry date _____

[Letter by the Guarantor to the Employer]

Name of Guarantor with address: _____

Name of Principal (Contractor) with address: _____

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

Letter of Acceptance No. _____ Dated _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bidding Documents and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Principal we, the Guarantor above named, are held and firmly bound unto the _____ (hereinafter called the Employer) in the penal sum of the amount stated above for the payment of which sum well and truly to be made to the said Employer, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

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

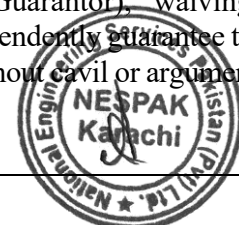
_____ (*Name of Contract*) for the _____

_____ (*Name of Project*).

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the Employer, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Clause 11, Defects After Taking Over, of Conditions of Contract are fulfilled.

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

We, _____ (the Guarantor), waiving all objections and defense under the Contract, do hereby irrevocably and independently guarantee to pay to the Employer without delay upon the Employer's first written demand without cavil or arguments



PS-2

and without requiring the Employer to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the Employer's written declaration that the Principal has refused or failed to perform the obligations under the Contract which payment will be effected by the Guarantor to Employer's designated Bank & Account Number.

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

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

Guarantor
(Scheduled Bank)

WITNESS:

1. _____

Corporate Secretary (Seal)

2. _____

Name, Title & Address

Signature _____

Name _____

Title _____
Corporate Guarantor (Seal)



LOA-1

Letter of Acceptance

[Letterhead paper of the Employer]

NAME OF CONTRACT: _____

CONTRACT NUMBER: _____

TO : _____

Date: _____

Your Reference: _____

Our Reference: _____

We thank you for your Bid dated _____ for the execution and completion of the Works comprising the above-named Contract and remedying of defects therein, all in conformity with the terms and conditions contained in the Contract.

We have pleasure in accepting your Bid for the Accepted Contract Amount of:

_____ [currency and amount in figures]

_____ [currency and amount in words]

In consideration of you properly and truly performing the Contract, we agree to pay you the Accepted Contract Amount or such other sums to which you may become entitled under the terms of the Contract, at such times and as prescribed by the Contract.

We acknowledge that this Letter of Acceptance creates a binding Contract between us, and we undertake to fulfil all our obligations and duties in accordance with the terms of this Contract.

You are required to furnish the Performance Security 10% of the Accepted Contract Amount within a period of 28 days after the receipt of Letter of Acceptance as per Sub-Clause IB. 35.1 of Instruction to Bidders and Sub-Clause 4.2 of Conditions of Contract.

You are also required to furnish an additional Performance Security within a period of 28 days after the receipt of Letter of Acceptance as per Sub-Clause IB. 35.1 of Instruction to Bidders and Sub-Clause 4.2 of Conditions of Contract. The additional Performance Security shall be 10% of the difference between the Accepted Contract Amount and the Engineer's estimate. The additional Performance Security shall be in the same form as the original Performance Security and shall be valid and enforceable until the date of issuance of the Taking-Over Certificate. *[add this para in case additional Performance Security is applicable under Clause IB. 30 of Instructions to Bidders and Sub-Clause 4.2 of Conditions of Contract]*



The list of significantly higher quoted line item(s) rate(s) pursuant to Sub-Clause 14.16 of Conditions of Contract is attached with this Letter of Acceptance. *[add this para in case of unbalanced or front-loaded Bid under Clause IB. 31 of Instructions to Bidders and Sub-Clause 14.16 of Conditions of Contract]*

Signature: _____

Signed by: _____

For and on behalf of: _____

Date: _____



FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the “Agreement”) made at Karachi on the ___ day of _____ (month) 20___ between _____ (hereinafter called the “Employer”, which includes its successors-in-interest and permitted assigns) of the one part and _____ (hereinafter called the “Contractor”, which includes its successors-in-interest and permitted assigns) of the other part.

WHEREAS the Employer is desirous that certain Works, viz., _____ should be executed by the Contractor and has accepted a Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW this Agreement witnessed as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents, in the order of priority, after incorporating addenda, if any, except those parts relating to Instructions to Bidders shall be deemed to form and be read and construed as part of this Agreement:
 - a) This Contract Agreement;
 - b) The Letter of Acceptance;
 - c) The Letter of Technical and Financial Bid;
 - d) The Particular Conditions Part A - Contract Data;
 - e) The Particular Conditions Part B - Special Provisions;
 - f) The General Conditions;
 - g) The Specifications;
 - h) The Drawings;
 - i) The Completed Schedules to Bid including Bill of Quantities; and
 - j) Any other documents forming part of the Contract

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

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



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

Signature of Contactor

Signature of Employer

(Seal)

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness

Witness

(Name, Title and Address)

(Name, Title and Address)



DAAB-1

DAAB Agreement

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

Name and details of the Contract _____

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

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

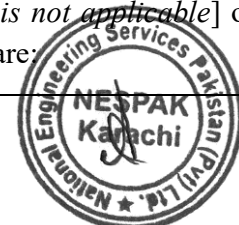
Name and contact details of the Contractor _____ (name)
 _____ (address)
 _____ (telephone)
 _____ (email / other contact details);

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

(“DAAB Agreement”)

Whereas:

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



DAAB-2

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

the “Other Members”; and

D. the DAAB Member accepts this appointment.

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

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



DAAB-3

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



MG-1

FORM OF MOBILIZATION ADVANCE GUARANTEE/ BOND

Guarantee No. _____ Date _____

WHEREAS _____ (hereinafter called the 'Employer')

has entered into a Contract for _____

(Particulars of Contract)

with _____ (hereinafter called the "Contractor").

AND WHEREAS, the Employer has agreed to advance to the Contractor, at the Contractor's request, an amount of Pak Rupees _____ (PKR _____) which amount shall be advanced to the Contractor as per provisions of the Contract.

AND WHEREAS, the Employer has asked the Contractor to furnish Guarantee to secure the mobilization advance for the performance of his obligations under the said Contract.

AND WHEREAS, _____

(hereinafter called the "Guarantor") at the request of the Contractor and in consideration of the Employer agreeing to make the above advance to the Contractor, has agreed to furnish the said Guarantee.

NOW, THEREFORE, the Guarantor hereby guarantees that the Contractor shall use the advance for the purpose of above mentioned Contract and if he fails and commits default in fulfilment of any of his obligations for which the advance payment is made, the Guarantor shall be liable to the Employer for payment not exceeding the aforementioned amount.

Notice in writing of any default, on the part of the Contractor, of which the Employer at his discretion of making decision, shall be given by the Employer to the Guarantor, and on such first written demand, payment shall be made by the Guarantor of all sums then due under this Guarantee without any reference to the Contractor and without any objection.

This Guarantee shall remain in force until the advance is fully adjusted against payments from the Interim Payment Certificates of the Contractor or until _____ whichever is earlier. *(Date)*

The Guarantor's liability under this Guarantee shall not in any case exceed the sum of PKR _____ (Pak Rupees _____).

This Guarantee shall remain valid up to the aforesaid date and shall be null and void after the aforesaid date or earlier if the advance made to the Contractor is fully adjusted against payments from Interim Payment Certificates of the Contractor provided that the Guarantor



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

Guarantor
(Scheduled Bank)

WITNESS:

1. _____

Corporate Secretary (Seal)

Signature _____

Name _____

Title _____
Corporate Guarantor (Seal)

2. _____

Name, Title & Address



BOD-1

BENEFICIAL OWNERSHIP DISCLOSURE FORM

[This Beneficial Ownership Disclosure Form is to be completed by the successful Bidder. In case of joint venture, the Bidder must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.]

Declaration of Ultimate Beneficial Owners Information for Public Procurement Contracts.

1. Name
2. Father's Name/Spouse's Name
3. CNIC/NICOP/Passport No.
4. Nationality
5. Residential address
6. Email address
7. Date on which shareholding, control or interest acquired in the business.
8. In case of indirect shareholding, control or interest being exercised through intermediary companies, entries or other legal persons or legal arrangements in the chain of ownership or control, following additional particulars to be provided:

1	2	3	4	5	6	7	8	9	10
Name	Legal form (company/ Limited Liability Partnership/ Association of Persons/Single Member Company/partnership Firm/Trust/Any other individual, body corporate (to be specified)	Date of incorporation / registration	Name of registering authority	Business address	Country	Email Address	Percentage of shareholding, control or interest of BO in the legal person or legal arrangement	Percentage of shareholding, control or interest of legal person or legal arrangement in the Company	Identify of natural person who ultimately owns or control the legal person or arrangement

9. Information about the Board of Directors (details shall be provided regarding number of shares in the capital of the company as set opposite respective names).



BOD-2

1	2	3	4	5	6	7	8	
Name and Surname (in Block Letters)	CNIC No. (in case of foreigner, Passport No.)	Father's/ Husband's Name in full	Current Nationality	Any other Nationality (ies)	Occupation	Residential address in full or the registered/principal office address for a subscriber other than natural person	Number of shares taken by cash subscriber (in figures and words)	
			Total numbers of shares taken (in figures and words)					

10. Any other information incidental to or relevant to beneficial Owner(s).

Name and signature
(Person authorized to issue notice on behalf of the company)



CONDITIONS OF CONTRACT



CONDITIONS OF CONTRACT

The Conditions of Contract comprise two parts:

- (a) General Conditions (GC)
- (b) Particular Conditions (PC)

General Conditions (GC)

These Conditions are the “General Conditions” which form part of the “FIDIC Conditions of Contract for Construction for Building and Engineering Works Designed by the Employer Second Edition (2017 Red book, Reprinted 2022 with amendments)” published by:

International Federation of Consulting Engineers
(Fédération Internationale des Ingénieurs – Conseils) – (FIDIC)
World Trade Center II - Geneva Airport
P. O. Box 311
CH-1215 Geneva 15
Switzerland
Email: fidic@fidic.org, fidic.pub@fidic.org
Website: <https://fidic.org/bookshop>

The successful Bidder after award of Works shall have to provide two (02) copies of above said “General Conditions”, free of cost for incorporation in the Contract.



Particular Conditions (PC)

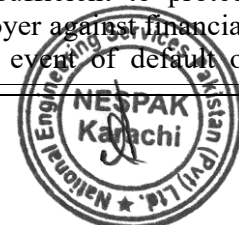
The Particular Conditions (PC) complement the General Conditions (GC) to specify dates, contractual requirements, and special circumstances related to the Works. The PC consists of two parts, Part A - Contract Data and Part B - Special Provisions. The provisions to be found in the Special Provisions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

Part A - Contract Data

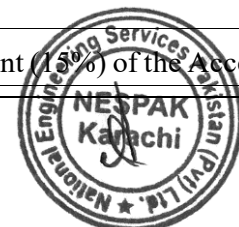
Sub-Clause	Data to be Given	Data
1.1.27	Defects Notification Period (DNP):	365 days
1.1.31	Employer's name and address:	Port Qasim Authority (PQA) Bin Qasim, Karachi - 75020
1.1.35	Engineer's name and address:	National Engineering Services Pakistan (Pvt.) Limited (NESPAK) 13th Floor, NICL Building, Abbasi Shaheed Road, Karachi.
1.1.73	Sections:	Not Applicable.
1.1.84	Time for Completion:	Four Hundred & Fifty Six (456) Calendar days [Fifteen (15) Calendar months] for whole of the Works.
1.3(a)(ii)	agreed methods of electronic transmission:	<i>[insert systems of electronic transmission, if any, at the time of signing of the Contract]</i> _____
1.3(d)	address of Employer for communications:	Director (P&D) Port Qasim Authority (PQA) 1st Floor, Administration Block, Head office Building, Bin Qasim, Karachi - 75020
	address of Engineer for communications:	General Manager/ Head National Engineering Services Pakistan (Pvt.) Limited (NESPAK) 13th Floor, NICL Building, Abbasi Shaheed Road, Karachi.



Sub- Clause	Data to be Given	Data
	address of Contractor for communications:	[To be added at the time of signing of the Contract.] <hr/> <hr/> <hr/>
1.4	Contract shall be governed by the law of:	Islamic Republic of Pakistan
	ruling language:	English
	language for communications:	English
1.8	number of additional paper copies of Contractor's Documents:	Two (02) additional copies.
2.1	after receiving the Letter of Acceptance, the Contractor shall be given right of access to all or part of the Site within:	Within twenty eight (28) days from the date of receipt of Engineer's Notice to Commence which shall be issued within twenty eight (28) days after signing of Contract Agreement.
2.4	Employer's financial arrangements	The Employer's own resources.
3.2 (e)(ii)	Engineer's Duties and Authority	Variation resulting in an increase of the Accepted Contract Amount in excess of two percent (2%) subject to accumulative Variations not exceeding five percent (5%) of the Accepted Contract Amount.
4.2	Performance Security (as percentage of the Accepted Contract Amount in Currencies) percent:	<ul style="list-style-type: none"> • Ten percent (10%); and • Additional Performance Security if applicable under Clause IB. 30 of Instructions to Bidders as stated in the Letter of Acceptance. <p>Note:</p> <p>1) The Employer may require an additional Performance Security by 10% of the difference between the Accepted Contract Amount and the Engineer's estimate at the expense of the Contractor to a level sufficient to protect the Employer against financial loss in the event of default of the</p>



Sub- Clause	Data to be Given	Data
	currency:	Contractor under the Contract. 2) The additional Performance Security shall be in the same form as the original Performance Security and shall be valid and enforceable until the date of issuance of the Taking-Over Certificate. 3) The additional Performance Security shall be returned to the Contractor no later than 28 days after the issuance of the Performance Certificate. Denominated in the currency(ies) of the Contract or in a freely convertible currency acceptable to the Employer.
4.7.2	period for notification of error in the items of reference	Twenty Eight (28) days
4.19	period of payment for temporary utilities	Not applicable.
4.20	number of additional paper copies of progress reports	Two (02) additional copies.
5.1(a)	maximum allowable accumulated value of work subcontracted (as a percentage of the Accepted Contract Amount)	Ten percent (10%)
5.1(b)	parts of the Works for which subcontracting is not permitted	None.
6.5	Normal working hours on the Site	Eight (08) hours per day
8.3	number of additional paper copies of programmes	One (01) additional copy.
8.8	Delay Damages payable for each day of delay	0.088% of the Accepted Contract Amount for each day of delay in completion of whole of the Works.
8.8	maximum amount of Delay Damages	Ten percent (10%) of the Accepted Contract Amount
8.14	Applicability of Incentives for Early Completion	No
12.3	Percentage profit	Ten percent (10%)
13.4.(b)(ii)	percentage rate to be applied to Provisional Sums for overhead charges and profit	Twenty five percent (25%)
14.2	total Advance Payment	Fifteen percent (15%) of the Accepted



Sub-Clause	Data to be Given	Data
		Contract Amount excluding Provisional Sums payable in the currencies and proportions in which the Accepted Contract Amount is payable.
14.2.1	List of Issuing Entity	Advance Payment Guarantee shall be in the form of a bank guarantee from any Scheduled Bank in Pakistan having at least long term AA rating as per PACRA/VIS.
14.2.3	percentage deductions for the repayment of the Advance Payment	Deduction shall be made at the amortization rate of 17.5 % of the value of the Works executed of each IPC as provided in paragraph (i) of Sub-Clause GCC 14.3, starting from 2 nd IPC provided that the advance payment shall be completely repaid prior to the time when 90% of the Accepted Contract Amount less Provisional Sums has been certified for payment. It may be more than 17.5% in the last instalment to ensure full repayment.
14.3	period of payment	One month
14.3(b)	number of additional paper copies of Statements	Six (06) copies.
14.3 (iii)	percentage of retention	Seven percent (7%)
14.3 (iii)	limit of Retention Money (as a percentage of the Contract Price)	Five percent (5%)
14.5(b)(i)	Plant and Materials for payment when shipped	Not Applicable.
14.5(c)(i)	Plant and Materials for payment when delivered to the Site	Not Applicable.
14.6.2	minimum amount of Interim Payment Certificate (IPC)	3% of Accepted Contract Amount for first three IPCs and 6% of Accepted Contract Amount for subsequent IPCs.
14.7(a)	period of payment of Advance Payment to the Contractor	28 days.
14.7b(i)	period for the Employer to make interim payments to the Contractor under Sub-Clause 14.6 [Interim Payment]	28 days.



Sub-Clause	Data to be Given	Data
14.7b(ii)	period for the Employer to make interim payments to the Contractor under Sub-Clause 14.13 (Final Payment)	28 days.
14.7(c)	period for the Employer to make final payment to the Contractor	56 days
14.8	financing charges for delayed payment	Delete this Sub-Clause 14.8 in its entirety.
14.11.1(b)	number of additional paper copies of draft Final Statements	Six (06) copies.
14.15	currencies of payment of Contract Price	Pak Rupees only.
14.15(a)(i)	Proportions or amounts of Local and Foreign currencies	Not Applicable.
14.15(c)	currencies and proportions for payment of Delay Damages	Currency: Pak Rupees.
14.15(f)	rates of exchange	Not Applicable.
17.2(d)	forces of nature, the risks of which are allocated to the Contractor	Nil.
19.1	permitted deductible limits: i) insurance required for the Works ii) insurance required for Goods iii) insurance required for liability for breach of professional duty iv) insurance required against liability for fitness for purpose (if any is required) v) insurance required for injury to persons and damage to property vi) insurance required for injury to employees vii) other insurances required by Laws and by local practice	i) Ten percent (10%) of loss amount on each & every loss ii) Nil iii) Nil iv) Nil v) Nil vi) Nil vii) Nil.
19.1	Periods for submission of insurance: a) evidence of insurance b) relevant policies	a) Not later than the Commencement Date. b) Within twenty-eight (28) days from the Commencement Date.
19.2.1(b)	additional amount to be insured (as a percentage of the replacement value)	15% of the replacement value (Accepted Contract Amount).



Sub-Clause	Data to be Given	Data
19.2.2	extent of insurance required for Goods amount of insurance required for Goods	from Ex-Works (i.e., works, factory, warehouse, etc) to delivery at the Site. Full replacement value.
19.2.3(a)	amount of insurance required for liability for breach of professional duty	Full replacement value of the Works to be designed by the Contractor.
19.2.3(b)	insurance required against liability for fitness for purpose	Yes.
19.2.3	period of insurance required for liability for breach of professional duty	Until the date of issuance of Performance Certificate.
19.2.4	amount of insurance required for injury to persons and damage to property	Injury to person and Fatal case: in accordance with Workmen Compensation Act. Damage to Property: Rs. 5,000,000/- incident without limit to the number of incidents.
19.2.6	other insurances required by Laws and by local practice	All insurances as applicable, to the extent of execution of the project, under Federal and Provincial laws of Islamic Republic of Pakistan
21.1	time for appointment of the DAAB	Within 28 days from the Commencement Date.
21.1	the DAAB shall comprise	Three Member.
21.1	List of proposed members of DAAB - proposed by Employer - proposed by Contractor	<i>[to be inserted at the time of signing of the Contract]</i> 1. _____ 2. _____ 3. _____ 1. _____ 2. _____ 3. _____
21.2	Appointing entity (official) for DAAB members	Chairman Pakistan Engineering Council (PEC) from the list of PEC approved arbitrators published at its website.



Sub- Clause	Data to be Given	Data
21.6	Rules of Arbitration	PEC Rules of Conciliation and Arbitration or Arbitration Act, 1940, if the former is inactive. The place of Arbitration shall be: Karachi, Pakistan.



Summary of Sections of the Works

Section Name/Description of parts of the Works that shall be designated a Section for the purposes of the Contract (Sub-Clause 1.1.73)	Value: Percentage* of Accepted Contract Amount (Sub-Clause 14.9)	Time for Completion (Sub-Clause 1.1.84)	Delay Damages (Sub-Clause 8.8)
A			
NOT USED			

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

Section Name/Description (Sub-Clause 1.1.73)	Time for Completion (Sub-Clause 1.1.84)	Incentives for Early Completion (Sub-Clause 8.14)
A		
NOT USED		



Particular Conditions

Part B - Special Provisions

- 1.2 Interpretation** “and” is deleted from the end of sub-paragraph (i) and added at the end of sub-paragraph (j).
- Sub-paragraph (k) is added:
- “(k) The word “tender” is synonymous with “bid” the word tenderer with “bidder”, the words “tender documents” with “bidding documents” and “Schedule of Prices” with “Bill of Quantities”, as applicable.”
- 1.5 Priority of Documents** The documents listed at (a) through (k) of this Sub-Clause are deleted and substituted with the following:
- (a) the Contract Agreement;
 - (b) the Letter of Acceptance;
 - (c) the Letter of Bid;
 - (d) the Particular Conditions Part A - Contract Data;
 - (e) the Particular Conditions Part B - Special Provisions;
 - (f) the General Conditions;
 - (g) the Specification;
 - (h) the Drawings;
 - (i) the completed Schedules to Bid including Bill of Quantities;
 - (j) the JV Undertaking (if the Contractor is a JV); and
 - (k) any other documents forming part of the Contract.
- The addenda/corrigenda, if any, shall be deemed to have been incorporated at the appropriate places in the documents forming the Contract.
- 1.6 Contract Agreement** In the last line of the 1st paragraph the text “the Employer” is substituted by “the Contractor”.
- 3.1 The Engineer** In sub-paragraph (a) the text “as defined in the Pakistan Engineering Council Act, 1975 (Act No. V of 1976)” are added after the words “professional engineer”.
- 3.2 Engineer’s Duties and Authority** The Engineer shall obtain the consent in writing of the Employer before taking action under the following Sub-Clauses of these Conditions:
- (a) Consenting to the subcontracting of any part of the Works under Sub-Clause 5.1 [Subcontractors];
 - (b) Any action under Sub-Clauses 8.9 [Employer’s Suspension] and 8.12 [Prolonged Suspension];



- (c) Issuance of “Taking Over Certificate” under Sub-Clause 10.1 [Taking Over the Works and Sections];
- (d) Issuing the “Performance Certificate” under Sub-Clause 11.9 [Performance Certificate];
- (e) Sub-Clause 13.1 [Right to Vary]: instructing a Variation, except;
 - i) in an emergency situation as determined by the Engineer, or
 - ii) if such a Variation would increase the Accepted Contract Amount by less than the percentage specified in the Contract Data.
- (f) Sub-Clause 13.3 [Variation Procedure]: approving a proposal for Variation submitted by the Contractor in accordance with Sub-Clause 13.3.2 [Variation by Request for Proposal] or 13.2 [Value Engineering];
- (g) Certifying release of second half of the Retention Money under Sub-Clause 14.9 [Release of Retention Money];
- (h) Issuing Final Payment Certificate under Sub-Clause 14.13 [Issue of FPC].

Any such requirement shall not be applied to any action by the Engineer under Sub-Clause 3.7 [Agreement or Determination], as stated in Sub-Clause 3.2 [Engineer’s Duties and Authority] of the General Conditions.

Notwithstanding the obligation, as set out above, to obtain approval, if, in the opinion of the Engineer, an emergency occurs affecting the safety of life or of the Works or of adjoining property, he may, without relieving the Contractor of any of his duties and responsibility under the Contract, instruct the Contractor to execute all such work or to do all such things as may, in the opinion of the Engineer, be necessary to abate or reduce the risk. The Contractor shall forthwith comply, despite the absence of approval of the Employer, with any such instruction of the Engineer. The Engineer shall determine an addition to the Contract Price, in respect of such instruction, in accordance with Clause 13 and shall notify the Contractor accordingly, with a copy to the Employer.

Following is added after the words “the Employer’s consent is required” in 4th paragraph

“stating that the Employer’s consent has been obtained for that specified authority”.



4.2 Performance Security

4.2.1 Contractor's Obligations

The entity issuing the Performance Security and its form shall be as under:

The Performance Security shall be, issued in the prescribed form included in the Bidding Documents, from any Scheduled Bank in Pakistan having at least long term AA rating as per PACRA/VIS. Performance Security from Insurance Companies shall not be accepted.

In case of Joint Venture, the Performance Security shall be in the name of the Joint Venture or in the name of Lead/either firm of the JV or in ratio of shares of the individual JV partners.

Following paragraph is added at the end of this Sub-Clause:

“The amount of Performance Security shall be reduced to 50% following issue of the Taking-Over Certificate for the whole of the Works under Clause 10 of Conditions of Contract.”

4.3 Contractor's Representative

In second 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”.

In the 3rd paragraph the words “28 days” are substituted by “14 days”. In 2nd line of 4th paragraph the text “or appoint a replacement” is substituted by “except appointment of a suitable temporary replacement is deployed at the Site”.

4.4 Contractor's Documents

4.4.2 As-Built Records

First paragraph is deleted and the text in the last paragraph is substituted with the following:

“The Contractor shall furnish to the Engineer six (06) copies, one reproducible and one electronic copy (editable Auto CAD dwg format) (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 six (06) copies and one reproducible of these Drawings.

The price of such Drawings shall be deemed to be included in the Contract Price.”



Following Sub-Clause is added:

4.4.4 Shop Drawings

The Contractor shall submit to the Engineer for review three (03) hard copies and one (01) electronic copy (editable Auto CAD dwg format) of all shop and erection drawings applicable to this Contract as per provision of relevant Sub-Clause of the Contract.

Review and approval by the Engineer shall not exceed 30 days and be construed as a complete check but will indicate only that the general method of construction and detailing is satisfactory and the Engineer's review or approval shall not relieve the Contractor of any of his responsibilities under the Contract.

4.8 Health and Safety Obligations

The following text is added at the end of this Sub-Clause:

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

4.20 Progress Report

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; and
- (k) salient contractual and project information.



- 5.1 Subcontractors** 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.”
- 5.2 Nominated Subcontractors** 5.2.2 Objection to Nomination
- In sub-paragraph (c), “and” is deleted from the end of (i); “.” at the end of (ii) is replaced with: “, and”.
- The following is then added as (iii):
- “(iii) be paid only if and when the Contractor has received from the Employer payments for sums due under the Subcontract referred to under Sub-Clause 5.2.3 [*Payment to nominated Subcontractors*].”
- 6.1 Engagement of Staff and Labour** The following paragraph is added at the end of the Sub-Clause:
- “The Contractor shall, to the extent practicable and reasonable, employ staff (not less than 50%) and labour (not less than 85%) with appropriate qualifications and experience from sources within the Islamic Republic of Pakistan.”
- 6.7 Health and Safety of Personnel** The existing text is substituted with the following:
- “In order to provide for the safety, health and welfare of persons, and for prevention of damage of any kind, all operations for the purposes of or in connection with the Contract shall be carried out in compliance with the Safety Requirements of the Government of Pakistan with such modifications thereto as the Engineer may authorize or direct and the Contractor shall take or cause to be taken such further measures and comply with such further requirements as the Engineer may determine to be reasonably necessary for such purpose. The Contractor shall also provide all other medical services and appoint a health and safety officer at Site if stated in the Specifications. In case of any fatality or serious accident, the Contractor shall, in addition, notify the Engineer immediately by the quickest available means.”



6.8 Contractor's Superintendence

Insert at the end of sub-paragraph (a) of this Sub-Clause:

"or, if not, the Contractor shall make competent interpreters available during all working hours, in a number sufficient for those persons to properly perform their superintendence duties"

The following text is added at the end of this Sub-Clause:

"The Contractor's authorized representative and his other engineers working at site shall possess valid registration with the Pakistan Engineering Council.

The Contractor's authorized representative at Site shall be authorized to exercise adequate administrative and financial powers on behalf of the Contractor so as to achieve completion of the Works as per the Contract."

6.12 Key Personnel

The following is inserted at the end of the last paragraph:

"If any of the Key Personnel are not fluent in this language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Engineer."

The following Sub-Clauses 6.13 to 6.26 are added at the end of Sub-Clause 6.12:

6.13 Foreign Personnel

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

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

6.14 Supply of Foodstuffs

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

6.15 Supply of Water

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



- 6.16 Measures against Insect and Pest Nuisance** The Contractor shall at all times take the necessary precautions to protect the Contractor's Personnel employed on the Site from insect and pest nuisance, and to reduce the danger to their health. The Contractor shall comply with all the regulations of the local health authorities, including use of appropriate insecticide.
- 6.17 Alcoholic Liquor or Drugs** The Contractor shall not, otherwise than in accordance with the Laws of the Country, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or allow importation, sale, gift, barter or disposal thereto by Contractor's Personnel.
- 6.18 Arms and Ammunition** The Contractor shall not give, barter, or otherwise dispose of, to any person, any arms or ammunition of any kind, or allow Contractor's Personnel to do so.
- 6.19 Festivals and Religious Customs** The Contractor shall respect the Country's recognized festivals, days of rest and religious or other customs.
- 6.20 Funeral Arrangements** The Contractor shall be responsible, to the extent required by local regulations, for making any funeral arrangements for any of its local employees who may die while engaged upon the Works.
- 6.21 Forced Labour** The Contractor, including its Subcontractors, shall not employ or engage forced labour which consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labour, such as indentured labour, bonded labour or similar labour-contracting arrangements.
- 6.22 Child Labour** The Contractor, including its Subcontractors, shall not employ or engage child labour in accordance with relevant law(s) in force in Islamic Republic of Pakistan.
- 6.23 Employment Records of Workers** The Contractor shall keep complete and accurate records of the employment of labour at the Site. The records shall include the names, ages, genders, hours worked and wages paid to all workers. These records shall be summarized on a monthly basis and submitted to the Engineer. These records shall be included in the details to be submitted by the Contractor under Sub-Clause 6.10 [*Contractor's Records*].
- 6.24 Workers' Organizations** The Contractor shall comply with the relevant labour laws of Pakistan which recognize workers' rights to form and to join workers' organizations/Trade Union of their choosing and to bargain collectively without interference.



6.25 Non-Discrimination and Equal Opportunity The Contractor shall not make decisions relating to the employment or treatment of Contractor's Personnel on the basis of personal characteristics unrelated to inherent job requirements. The Contractor shall base the employment of Contractor's Personnel on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to any aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, job assignment, promotion, termination of employment or retirement, and disciplinary practices.

Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination. The Contractor shall provide protection and assistance as necessary to ensure 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).

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

7.7 Ownership of Plant and Materials The following is added before the first paragraph:

“Except as otherwise provided in the Contract,”

The following is added at the end of the Sub-Clause:

“No Plant and/or Materials that is the property of the Employer shall be removed from the Site. If it becomes necessary to:

- 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



- 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).

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.

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.”

The following Sub-Clause 7.9 is added after Sub-Clause 7.8:

- 7.9 Use of Pakistani Materials and Services** The Contractor shall, so far as may be consistent with the Contract, make the maximum use of materials, supplies, plant and equipment indigenous to or produced or fabricated in Pakistan and services available in Pakistan provided such materials, supplies, plant, equipment and services shall be of required standard.
- 8.1 Commencement of Works** The following is added before the first paragraph:
 “After signing of the Contract Agreement by both Parties,” and thereafter the word “The” is replaced with the word “the”.



8.3 Programme

Add the following at the end of this Sub-Clause:

The Contractor shall submit the programme as per following:

- (a) The Contractor shall submit the Programme of Works on Primavera P6 for the approval of the Engineer. All items of works and activities including mobilization should be included in the Programme of Works. The programme shall identify and highlight those activities, which are on the Critical Path. The programme shall be revised monthly and should include a chart of principal activities of the work forecast for monthly execution and an updated schedule of the payment to be made by the Employer to the Contractor. This Programme of Works shall form basis of Delay Damages pursuant to Sub-Clauses 8.8. In addition, cash flow estimates shall be supported with inputs of overdrafts organized with financial institutions at various stages of the projects to meet the funding requirements of the project. The Contractor shall supply and maintain for his use and separately for the Engineer use a licensed copy of the project management computer software package namely Primavera P6 as used by the Contractor for programming, to monitor the progress. It shall be supplied complete with manuals and technical training and support for the duration of the Contract as per requirements assessed by the Engineer.
- (b) In order to assist the Employer/ Engineer, the Contractor shall be required to submit data at two weeks intervals to the Engineer on the cost and quantities and other data relevant to the monitoring of progress according to a format suitable for computer processing.
- (c) The programme should be computerized and drawn up on the CPM, identifying all items of work including temporary work. Progress reporting by the Contractor should be supported on a monthly basis with an up-to-date analysis of the progress including a statement on items, which are or are about to become critical to the progress of the work along with the proposals on how the Contractor intends to alleviate the situation.

8.5 Extension of Time for Completion

The following is added after paragraph (c):

“for last five years”.



The following Sub-Clause 11.12 is added after Sub-Clause 11.11:

- 11.12 Supervisory Assistance During DNP** If provided under the Schedule of Prices, the Contractor shall provide supervisory assistance to the Employer during the DNP for the Works. Such supervisory assistance shall be as described in the Specification for the purpose of supporting the Employer's operation and maintenance of the Plant for the period specified in the Schedule of Prices after the Date of Completion.
- 12.2 Method of Measurement** The following paragraph is added at the end of the Sub-Clause:
 “Summary of measured quantity for payment shall be delineated item-wise under four heads namely; “Schedule of Prices Quantity”, “Quantity Executed To-date”, “Quantity Certified Previously” and “Net Quantity Executed under this Certificate”.
- 12.3 Valuation of the Works** The following text is added at the end of fifth paragraph of the Sub-Clause:
 “Sum of overhead charges and profit for sub-paragraph (a) shall be Twenty Five percent (25%)”.
- 13.4 Provisional Sums** The following paragraph is inserted as the penultimate paragraph:
 “The Provisional Sum shall be used to cover the Employer’s share of the DAAB members’ fees and expenses, in accordance with Clause 21. No prior instruction of the Engineer shall be required with respect to the work of the DAAB. The Contractor shall submit the DAAB members’ invoices and the satisfactory evidence of having paid 100% of such invoices as part of the substantiation of those Statements submitted under Sub-Clause 14.3.
- 13.6 Adjustments for Changes in Laws** The following 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*].



Notwithstanding the provisions of this Sub-Clause, any adjustments to the Contract Price shall exclude any changes in the rates of income tax applicable to the Contractor, the Contractor's personnel, or the Contractor's subcontractors.

The Contractor shall be deemed to have taken into account all risks related to income tax in its quoted rates, including the possibility of increases or decreases in income tax rates during the execution of the Works.

Any such changes in income tax rates shall not constitute grounds for an adjustment to the Contract Price, an extension of time, or any other claim under this Contract."

14.2 Advance Payment

14.2.1 Advance Payment Guarantee

The entity issuing the Advance Payment Guarantee and its form shall be as under:

The Advance Payment Guarantee shall be in the form of Guarantee issued by any Scheduled Bank in Pakistan having at least long term AA rating as per PACRA/VIS.

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

14.7 Payment

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

14.8 Delayed Payment

In the first paragraph, third line, the words "compounded monthly" are deleted.

The text of 2nd paragraph is deleted and substituted with the following:

"The Employer shall pay to the Contractor compensation at the rate stated in the Contract Data."

The following Sub-Clause 14.16 is added after Sub-Clause 14.15:



14.16 Adjustment for Seriously Unbalanced Bid (Front Loaded)

In the event that the Contractor's Bid was found to be seriously unbalanced (Front Loaded) during evaluation in relation to the average of other evaluated substantially responsive bids, the Employer during execution of the Contract shall pay against measured quantities of significantly higher quoted line item(s) rate(s) with respect to same line item(s) rate(s) determined from the average of other lowest two evaluated substantially responsive bids as instructed by the Engineer. The balance line item(s) rate(s) shall be paid against the same measured quantities at the time of issuance of Taking-Over Certificate.

The list of significantly higher quoted line item(s) rate(s) is stated in the Letter of Acceptance.

15.2 Termination for Contractor's Default

15.2.1 Notice

Following text is added at the end of sub-paragraph (h) of this Sub-Clause:

“For the purposes of this Contract, corrupt and fraudulent practices have been defined in Public Procurement Rules 2004.”

15.2.3 After Termination

The word “and” at the end of sub-paragraph (ii) of paragraph (b) is deleted the following paragraph is added after sub-paragraph (iii):

“(iv) all Employer-Supplied Materials and/or Employer's Equipment made available to the Contractor in accordance with Sub-Clause 2.6 [*Employer-Supplied Materials and Employer's Equipment*], and”

15.4 Payment after Termination

The following text is added at the end of this Sub-Clause:

“The Employer shall be entitled to sell any of the Contractor's Equipment, Temporary Works and unused materials and apply the proceeds of sale towards payment of any debt due from the Contractor to the Employer under this Clause including any outstanding payments to the Subcontractors.”

16.2 Termination by Contractor

16.2.1 Notice

The sub-paragraph (j) is deleted in its entirety.

At the end of sub-paragraph (i) “; or” is replaced with “.” and at the end of sub-paragraph (h) “;” is replaced with “; or”.

In sub-paragraph (f) “84 days” are replaced with “180 days” and text “for reasons not attributable to the Contractor” is added at the end.



- 16.3 Contractor's Obligations After Termination** Sub-paragraph (c) is deleted and replaced with:
- "(c) deliver to the Engineer all Employer-Supplied Materials and/or Employer's Equipment made available to the Contractor in accordance with Sub-Clause 2.6 [*Employer-Supplied Materials and Employer's Equipment*]; and
- (d) remove all other Goods from the Site, except as necessary for safety, and leave the Site."
- 17.1 Responsibility for Care of the Works** After the two instances of "Goods" in the last paragraph, the words "Employer-Supplied Materials and/or Employer's Equipment" are added.

The following Sub-Clause 17.7 is added after Sub-Clause 17.6:

- 17.7 Use of Employer's Accommodation/Facilities** The Contractor shall take full responsibility for the care of the items of the Employer's facilities and/or accommodation, if any, as detailed in the Specification, from the date of use and/or occupation by the Contractor until the date on which such use and/or occupation is re-vested in the Employer.
- If any loss or damage happens to any of the above items during a time while the Contractor is responsible for its care, arising from any cause other than a cause for which the Employer is responsible or liable, the Contractor shall promptly rectify the loss or damage at the Contractor's risk and cost.
- 18.1 Exceptional Events** The words "or disorder" are replaced with "disorder or sabotage" in sub-paragraph (c) of the Clause.
- 18.4 Consequences of an Exceptional Event** The following is added at the end of sub-paragraph (b) after deleting the "":
- “, including the costs of rectifying or replacing the Works and/or Goods damaged or destroyed by Exceptional Events, to the extent they are not indemnified through the insurance policy referred to in Sub-Clause 19.2 [*Insurance to be provided by the Contractor*].”
- 18.5 Optional Termination** In sub-paragraph (c), the words "and necessarily" are added after the words "was reasonably".



19.1 General Requirements

Following text is added at the end of first paragraph:

“The Contractor shall immediately after the date of the Letter of Acceptance submit the draft of insurance policies for the Employer’s consent.”

Following text is added at the end of third paragraph:

“The Contractor shall, within the respective periods stated in the Contract Data submit to the Engineer and the Employer a) evidence that the insurances described in this Clause have been effected, and b) copies of policies of the insurances described in Sub-Clauses 19.2.1, 19.2.4 and 19.2.5.”

19.2 Insurance to be provided by the Contractor

19.2.5 Injury to employees

The words “sickness, disease” are deleted in the third line of first paragraph.

The following Sub-Clause is added after Sub-Clause 19.2.6:

19.2.7 Insurance Company

“The Contractor shall be obliged to place all insurances described in this Clause with insurers rated by PACRA/VIS of A+ rating or above, acceptable to the Employer.

Costs of such insurances shall be borne by the Contractor.”

21.6 Arbitration

The word “international” is deleted in the sixth line of first paragraph. The text of sub-paragraph (a) is substituted with the following:

“the Dispute shall be finally settled under the Rules of Arbitration, specified in the Contract Data;”

The following Clauses are added after Clause 21:

22 Custom Duty

The rates and prices stated in the priced Bill of Quantities shall be deemed to include every element of duties leviable on or in relation to the production, import, purchase, sale, delivery and transportation of materials and to the bringing thereof to the Site and no such duties shall be separately reimbursable.

23 Taxes

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



24 Integrity Part

If it is found and established at any stage that the Contractor or any of his Subcontractors, agents or servants have violated or involved in violation of the Integrity Pact signed by the Contractor then the Employer shall be entitled to:

- (a) recover from the Contractor an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Contractor or any of his Subcontractors, agent or servants.
- (b) terminate the Contract; and
- (c) recover from the Contractor any loss or damage to the Employer as a result of such termination or of any other corrupt business practices of the Contractor or any of his Subcontractors, agent or servants.

The termination under sub-paragraph (b) of this Sub-Clause shall proceed in the manner prescribed under Sub-Clause 15.1 to 15.4 and the payment under Sub-Clause 15.4 shall be made after having deducted the amounts due to the Employer under sub- paragraph (a) and (c) of this Sub-Clause.



SPECIFICATIONS

(Refer Volume-III of the Bidding Documents)



DRAWINGS

(Refer Volume-IV of the Bidding Documents)

