

# **Pakistan Cricket Board (PCB)**

## **Request for Proposals (RFP) Document**

**FOR**

### **REPLACEMENT OF FLOOR TILES AT 4TH FLOOR TARRACE, OFFICE BUILDING GSL**

**(SINGLE STAGE ONE ENVELOPE BIDDING PROCEDURE)**

- Invitation to Bid
- Instructions to Bidders & Bidding Data
- Form of Bid & Schedules to Bid
- Standard Forms including Form of Contract
- Conditions of Contract & Contract Data
- Terms of Reference (Scope of Work: BOQ with Specifications)

**INVITATION**

**TO**

**BID**

## INVITATION TO BID

FOR

### **REPLACEMENT OF FLOOR TILES AT 4TH FLOOR TARRACE, OFFICE BUILDING GSL**

The Pakistan Cricket Board (PCB) invited electronic bids from eligible (as per Request for Proposal) Bidders, C-6 and above, for “Replacement of Floor Tiles at 4th Floor Terrace, Office Building GSL”. National Competitive Bidding process shall be conducted online through EPADS under rule 37 of Public Procurement Rules 2004 i.e., Single Stage-One Envelope bidding procedure with Least Cost method as stipulated in PPRA 2004, as amended from time to time.

Request for Proposals are immediately available after publication on EPMS and EPADS websites. Prospective bidders may view and download the Request for Proposals from EPMS website (<https://epms.ppra.gov.pk>) & EPADS website (<https://eprocure.gov.pk>) free of cost. Required Bid Security amount is as under; original bid security in hard form shall be submitted in PCB Head Office at the given address below till the closing date & time of Bid Submission;

Sr.	Location	Description of Works (As Per BOQs)	Required Bid Security Amount (Rs.)
1	PCB Head Office	Replacement of Floor Tiles at 4th Floor Terrace, Office Building GSL	181,000/-

Bids duly completed, signed, stamped and in complete conformity with the Request for Proposal must be submitted online through E-Pak Acquisition and Disposal System (EPADS) website (i.e. <https://eprocure.gov.pk>) till **11:00 AM (PST)** on or before **July 6<sup>th</sup>, 2026**. Opening of Bids shall be conducted online through EPADS website on the same day at **11:30 PM (PST)** in the presence of the prospective bidders or their representatives who choose to be present. Bids submission on EPADS website / portal shall entirely be the responsibility of the Bidder. The response time shall be calculated from the date of first publication of the advertisement in a newspaper.

Pakistan Cricket Board  
Gaddafi Stadium, Lahore.  
Email: [procurement@PCB.com.pk](mailto:procurement@PCB.com.pk)

**INSTRUCTIONS**

**TO**

**BIDDERS & BIDDING DATA**

## **INSTRUCTIONS TO BIDDERS**

(Note: These Instructions to Bidders (IB) along with Bidding Data will not be part of Contract and will cease to have effect once the Contract is signed).

### **A. GENERAL**

#### **IB.1 Scope of Bid & Source of Funds**

##### **1.1 Scope of Bid**

The Procuring Agency as defined in the Bidding Data (hereinafter called “the Procuring Agency”) wishes to receive Bids for the Works summarized in the Bidding Data (hereinafter referred to as “**The Works**”).

Bidders must quote rates for the complete scope of Work. Any Bid covering partial or conditional scope of work will be rejected as non-responsive. Bidder shall complete the price schedule for complete items and must quote unit rates for each item. Incomplete or semi filled bid / price schedule will be rejected as non-responsive.

##### **1.2 Source of Funds**

The Procuring Agency has arranged funds from its own sources.

#### **IB.2 Eligible Bidders**

2.1 Bidding is open to all Construction Companies / Firms / Contractors / Sole Proprietors registered with Income Tax, relevant revenue authority and C-6 category of PEC of works meeting the requirements as stipulated in Bidding Data. Joint Venture is not allowed.

#### **IB.3 Cost of Bidding**

3.1 The bidder shall bear all costs associated with the preparation and submission of its bid and the Procuring Agency will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

### **B. REQUEST FOR PROPOSALS**

#### **IB.4 Contents of Request for Proposals**

4.1 In addition to Invitation to Bids, Request for Proposals are those stated below, and should be read in conjunction with any Addendum issued in accordance with Sub- Clause IB.6.1.

1. Instructions to Bidders & Bidding Data

Form of Bid & Schedules to Bid comprise the following:

- (i) Schedule A: Schedule of Prices
- (ii) Schedule B: Specific Works Data
- (iii) Schedule C: Works to be Performed by Subcontractors
- (iv) Schedule D: Proposed Programme of Works

- (v) Schedule E: Method of Performing Works (N/A)
- (vi) Schedule F: Integrity Pact

2. Conditions of Contract & Contract Data

3. Standard Forms:

- (i) Form of Bid Security
- (ii) Form of Performance Guarantee
- (iii) Form of Contract Agreement
- (iv) Form of Advance Bank Guarantee (N/A)

4. Terms of Reference (Scope of Work: BOQ, Specifications)

**IB.5 Clarification of Request for Proposals**

- 4.1 A prospective bidder requiring any clarification(s) in respect of the Request for Proposals may contact the procuring agency through EPADS system.
- 4.2 The Procuring Agency will respond to any request for clarification which it receives online through EPADS system not later than Five (5) days prior to the deadline for the submission of Bids. PCB shall not be obliged to do so and if PCB omits to do so, or omits to respond to any such queries for any reason, PCB shall have no liability whatsoever to any Bidder or prospective Bidder in respect thereof

**IB.6 Amendment of Request for Proposals**

- 6.1 At any time prior to the deadline for submission of Bids, the Procuring Agency may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective bidder, modify the Request for Proposals by issuing an Addendum / Corrigendum.
- 6.2 Any Addendum / Corrigendum thus issued shall be part of the Request for Proposals pursuant to Sub- Clause 6.1 hereof, and shall be published as per PPRA guidelines.
- 6.3 To afford prospective bidders reasonable time in which to take an Addendum / Corrigendum into account in preparing their Bids, the Procuring Agency may at its discretion extend the deadline for submission of Bids.

## **C. PREPARATION OF BIDS**

### **IB.7 Language of Bid**

- 7.1 The bid prepared by the bidder and all correspondence and documents relating to the Bid, exchanged by the bidder and the Procuring Agency shall be written in the English language, provided that any printed literature furnished by the bidder may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the Bid, the English translation shall govern.

### **IB.8 Documents Comprising the Bid**

- 8.1 The bid prepared by the bidder shall comprise the following components:
- (a) Covering Letter
  - (b) Form of Bid duly filled, signed and submitted, in accordance with Sub-Clause IB.14.3.
  - (c) Schedules (A to F) to Bid duly filled and initialed, in accordance with the instructions contained therein & in accordance with Sub-Clause IB14.3.
  - (d) Bid Security furnished in accordance with Clause IB.13.
  - (e) Power of Attorney (if applicable) in accordance with Sub-Clause IB 14.5.
  - (f) Documentary evidence in accordance with Clause IB.11
  - (g) Documentary evidence in accordance with Clause IB.12.

### **IB.9 Sufficiency of Bid**

- 9.1 Each bidder shall satisfy himself before Bidding as to the correctness and sufficiency of his Bid and of the rates and prices entered in the Schedule of Prices, which rates and prices shall except in so far as it is otherwise expressly provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper completion of the Works.
- 9.2 The bidder is advised to obtain for himself at his own cost and responsibility all information that may be necessary for preparing the bid and entering into a Contract for execution of the Works.

### **IB.10 Bid Prices, Currency of Bid and Payment**

- 10.1 The bidder shall fill up the Schedule of Prices (Schedule A to Bid) indicating the unit rates and prices of the Works to be performed under the Contract. Prices in the Schedule of Prices shall be entered keeping in view the instructions contained in the Preamble to Schedule of Prices. Any bid with partial scope of work or with incomplete/semi-filled price schedule / BOQ shall be treated as non-responsive.
- 10.2 Unless otherwise stipulated in the Conditions of Contract, prices quoted by the bidder

shall remain fixed during the bidder's performance of the Contract and not subject to variation on any account.

- 10.3 The unit rates and prices in the Schedule of Prices shall be quoted by the bidder in the currency as stipulated in Bidding Data.

#### **IB.11 Documents Establishing Bidder's Eligibility and Qualifications**

- 11.1 Pursuant to Clause IB.8 & IB.2, the bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.

#### **IB.12 Documents Establishing Works' Conformity to Request for Proposals**

- 12.1 The bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers, if any, designated by the Procuring Agency in the Technical Provisions are intended to be descriptive only and not restrictive.

#### **IB.13 Bid Security**

- 13.1 Each bidder shall furnish, as part of its bid, a Bid Security in the amount stipulated in Bidding Data in Pak Rupees in the form of Bank Call Deposit Receipt (CDR) / Bank Guarantee (BG) issued by a Scheduled Bank of Pakistan in favor of the Pakistan Cricket Board valid for (90) Days from the date fixed for the bid submission deadline.
- 13.2 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Procuring Agency as non-responsive.
- 13.3 The bid securities of unsuccessful bidders / disqualified bidders will be returned upon award of contract to the successful bidder or on the expiry of validity of Bid Security or upon expiry of grievance period whichever is earlier.
- 13.4 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Guarantee, pursuant to Clause IB.21 and signed the Contract Agreement, pursuant to Sub-Clauses IB.20.2 & 20.3. Bid security of successful bidder may also be retained / considered as performance guarantee.
- 13.5 The Bid Security may be forfeited:
- (a) if a bidder withdraws his bid during the period of bid validity after the submission of bid;  
or
  - (b) if a bidder does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) hereof; or withdraw his bid during the bid validity period.
  - (c) in the case of a successful bidder, if he fails to:
    - (i) furnish the required Performance Guarantee in accordance with Clause IB.21, or
    - (ii) Sign the Contract Agreement, in accordance with Sub-Clauses IB.20.2 & 20.3.

#### **IB.14 Validity of Bids, Format, Signing and Submission of Bid**

- 14.1 Bids shall remain valid for the period stipulated in the Form of Bid and in Bidding Data after the date of bid opening.
- 14.2 All Schedules to Bid are to be properly completed and signed.
- 14.3 No alteration is to be made in the Form of Bid except in filling up the blanks as directed. If any alteration be made or if these instructions be not fully complied with, the bid may be rejected. Bidders are particularly directed that the amount entered on the Form of Bid shall be for performing the Contract strictly in accordance with the Request for Proposals.
- 14.4 Each bidder shall prepare Original Bid as per the requirement of this Request for Proposal and submit to the procuring agency online through EPADS system only. No bid in hard form will be considered except hard copy of the bid security.
- 14.5 The original bid shall be signed by a person or persons duly authorized to sign. This shall be indicated by submitting a written Power of Attorney authorizing the signatory of the bidder to act for and on behalf of the bidder. All pages of the bid and Request for Proposal shall be initialed and official seal be affixed by the person or persons signing the bid.
- 14.6 The Bid shall be delivered online through EPADS system only and opening of the online bids will be conducted at the address of Procuring Agency as given in Bidding Data.

#### **D. SUBMISSION OF BID**

##### **IB.15 Deadline for Submission, Modification & Withdrawal of Bids**

- 15.1 Bids must be received by the Procuring Agency at the EPADs online not later than the time and date specified in invitation to bid or bidding data sheet.
- 15.2 Bids submitted through telegraph, telex, fax, e-mail or in hard form shall not be considered.
- 15.3 Any bid security received by the Procuring Agency after the deadline for submission of bids as prescribed in Bidding Data will be returned unopened to such bidder.
- 15.4 Modification or withdrawal of bid after bid submission is not allowed.
- 15.5 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 Form of Bid will lead to forfeiture of the Bid Security pursuant to Sub-Clause IB.13.5 (a).

#### **E. BID OPENING AND EVALUATION**

##### **IB.16 Bid Opening, Clarification and Evaluation**

- 16.1 The 'Bid' shall be opened by the Procuring Agency in the presence of the bidder's representatives who choose to attend at the time, date and location specified in Bidding Data. The bidder's representatives who are present shall sign a sheet evidencing their attendance.

16.2 The bidder's name, Total Bid Price and price of any discounts, bid modifications, substitution, the presence or absence of Bid Security, and such other details as the Procuring Agency may consider appropriate, will be announced by the Procuring Agency at the opening of online bids.

16.3 Any Bid Price or discount which the lowest bidder offered at the time of bid opening or within 3 days of bid opening shall be taken into account in the evaluation of bid.

To assist in the examination, evaluation and comparison of Bids the Engineer/Procuring Agency may, at its discretion, ask the bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted.

16.4 (a) Prior to the detailed evaluation, pursuant to Sub-Clauses IB.16.7 to 16.9, the Engineer/Procuring Agency will determine the substantial responsiveness of each bid to the Request for Proposals. For purpose of these Clauses, a substantially responsive bid is specified in the Bidding Data. The bidder's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.

(b) Arithmetical errors will be rectified on the following basis:

If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total bid price shall be corrected. If there is a discrepancy between the words and figures the amount in words shall prevail. If there is a discrepancy between the Total Bid price entered in Form of Bid and the total shown in Schedule of Prices-Summary, the amount stated in the Form of Bid will be corrected by the Procuring Agency in accordance with the Corrected Schedule of Prices/Summary.

If the bidder does not accept the corrected amount of Bid, his Bid will be rejected and his Bid Security will be forfeited.

16.5 A Bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the bidder by correction of the non-conformity.

16.6 Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation may be waived by Procuring Agency, provided such waiver does not prejudice or affect the relative ranking of any other bidders.

16.7 The Procuring Agency will evaluate and compare only the bids previously determined to be substantially responsive pursuant to Sub-Clauses IB.16.4 to 16.6 as per requirements given hereunder. Bids will be evaluated for complete scope of works. The prices will be compared on the basis of the Evaluated Bid Price pursuant to Sub-Clause 16.8 herein below. It will be examined in detail whether the bids comply with the commercial/contractual conditions of the Request for Proposals. It is expected that no material deviation/stipulation shall be taken by the bidders.

16.8 Evaluated Bid Price

In evaluating the bids, the Procuring Agency will determine for each bid in addition to the Bid Price, the following factors (adjustments) in the manner and to the extent indicated below to determine the Evaluated Bid Price:

- (i) Making any correction for arithmetic errors pursuant to Sub-Clause 16.4 hereof.
- (ii) Making an appropriate price adjustment for any other acceptable variation or deviation issued by the Procuring Agency through an Addendum/Corrigendum.
- (iii) Discount, if any, offered by the lowest evaluated bidder at the time of bid opening or within 3 days of bid opening date.

#### **IB.17 Process to be Confidential**

- 17.1 Subject to Sub-Clause IB.16.3 heretofore, no bidder shall contact Engineer/Procuring Agency on any matter relating to its Bid from the time of the Bid opening to the time the bid evaluation result is announced by the Procuring Agency. The evaluation result shall be announced at least ten (10) days prior to award of Contract. The announcement to all bidders will include table(s) comprising opened / read out prices, discounted prices by lowest bidder (if any), price adjustments made (if any), final evaluated prices and recommendations against all the bids evaluated.
- 17.2 Any effort by a bidder to influence Engineer/Procuring Agency in the Bid evaluation, Bid comparison or Contract Award decisions may result in the rejection of his Bid. Whereas, any bidder feeling aggrieved may lodge a written complaint not later than ten (10) days after the announcement of the bid evaluation result, however, mere fact of lodging a complaint shall not warrant suspension of procurement process.

## **AWARD OF CONTRACT**

### **IB.18. Post Qualification**

- 18.1 The Procuring Agency, at any stage of the bid evaluation, having credible reasons for or *prima facie* evidence of any defect in Contractor's or contractor's capacities, may require the Contractors or contractors to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not:

Provided that such qualification shall only be laid down after recording reasons therefor in writing. They shall form part of the records of that bid evaluation report.

- 18.2 The determination will take into account the bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidders' qualifications submitted under Clause IB.11, as well as such other information required in the Request for Proposals.

### **IB.19 Award Criteria & Procuring Agency's Right**

- 19.1 Subject to Sub-Clause IB.19.2, the Procuring Agency will award the Contract to the bidder whose bid has been determined to be substantially responsive to the Request for Proposals and who has offered the lowest evaluated Total Bid Price, provided that such bidder has been determined to be qualified to satisfactorily perform the Contract in accordance with the provision of Clause IB.18.

- 19.2 Notwithstanding Sub-Clause IB.19.1, the Procuring Agency reserves the right to accept or reject all bids, and to annul the bidding process by rejecting all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the Procuring Agency's action except that the grounds for its rejection of all bids shall upon request be communicated, to any bidder who submitted a bid, without justification of the grounds. Notice of the rejection of all the bids shall be given promptly to all the bidders.

### **IB.20 Procuring Agency's Right to Vary Quantities at Time of Award**

- 19.3 The Procuring Agency reserves the right at the time of contract award or after the award of contract, to increase, by the 15% of total contract/purchase order value as per PPR Rules 2004, the quantity of goods specified in the Specifications/BOQ, without any change in unit prices or other terms and conditions.

### **IB.21 Notification of Award & Signing of Contract Agreement**

- 21.1 Prior to expiration of the period of bid validity prescribed by the Procuring Agency, the Procuring Agency will notify the successful bidder in writing ("Letter of Acceptance") that his bid has been accepted.
- 21.2 Within three (3) days from the date of furnishing of acceptable Performance Guarantee under the Conditions of Contract, the Procuring Agency will send the successful bidder the Form of Contract Agreement provided in the Request for Proposals, incorporating all agreements between the parties.
- 21.3 The formal Agreement between the Procuring Agency and the successful bidder shall be executed within three (03) days of the receipt of Form of Contract Agreement by the

successful bidder from the Procuring Agency.

**IB.22 Performance Guarantee**

- 22.1 The successful bidder shall furnish to the Procuring Agency a Performance Guarantee in the form and the amount stipulated in the Conditions of Contract within a period of Ten (10) days after the receipt of Letter of Acceptance.
- 22.2 Failure of the successful bidder to comply with the requirements of Sub-Clauses IB.20.2 & 20.3 or 21.1 or Clause IB.22 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

**IB.23 Integrity Pact (Not Applicable)**

The Bidder shall sign and stamp the Form of Integrity Pact provided at Schedule-F to Bid in the Request for Proposal for all procurement contracts exceeding Rupees Ten (10) million. Failure to provide such Integrity Pact shall make the bid non-responsive.

## **BIDDING DATA**

### **Instructions to Bidders**

#### **Clause Reference**

#### **1.1 Name of Procuring Agency**

Pakistan Cricket Board

#### **Brief Description of Works;**

### **REPLACEMENT OF FLOOR TILES AT 4TH FLOOR TARRACE, OFFICE BUILDING GSL**

#### **2.1 Eligibility Criteria**

The bidder / constructor's Eligibility Criteria:

- (i) Legal Status of the Bidder with Registration Certificate.
  - In case of Company, SECP Certificate of Incorporation along with latest Form A & Form 9/29 is required;
  - In case of AOP/Firm, Form C/D along with Partnership Deed required.
  - In case of sole proprietor/business individual, NTN with business name required.
- (ii) Registration with Income Tax Authorities.
- (iii) Registration with all applicable provincial tax authorities.
- (iv) Active Taxpayer's status w.r.t Income Tax & relevant revenue authority.
- (v) Income Tax Returns for the last One (01) year.
- (vi) Registration with PEC in **C-6** Works Category or above.
- (vii) Affidavit on Stamp Paper (Rs.100) that firm / bidder is not black listed by PCB, any Procuring agency and PPRA.
- (viii) Experience of Two (02) Similar Works / Assignments (Copy of evidence e.g. Experience Letters, Letters of Appointment / Acceptance etc.)
- (ix) Audited Financial Statements for the last One 1' Year.

#### **5.1 (a) Procuring Agency's address:**

Pakistan Cricket Board,  
Gaddafi Stadium, Lahore.  
Telephone:+92 42 35717231-4,  
**Email:** procurement@PCB.com.pk

#### **13.1 Amount of Bid Security**

Bid Security amount is 5% of estimated price (Within the limit as specified in PPR-2004) in shape of CDR / Bank Guarantee issued from any scheduled bank of Pakistan in favor of Pakistan Cricket Board.

Detail of bid security amount is as under;

<b>Sr.</b>	<b>Location</b>	<b>Description of Works (As Per BOQs)</b>	<b>Required Bid Security Amount (Rs.)</b>
1	PCB Head Office	REPLACEMENT OF FLOOR TILES AT 4TH FLOOR TARRACE, OFFICE BUILDING GSL	181,000/-

**14.1 Period of Bid Validity**

(90) Days from the date fixed for the bid submission deadline.

**14.4 Number of Copies of the Bid to be submitted online through EPADS**

One original bid duly filled and signed/stamped only.

**15.1 Deadline for Submission of Bids**

The deadline for online Bid submission through EPADS system is;

**July 06<sup>th</sup>, 2026 till 11:00 AM (PST)**

**16.1 Venue, Time, and Date of Bid Opening**

Bid shall be submitted through EPADS System and online opening of bids will take place at PCB Head Office, Gaddafi Stadium, Lahore on the date and time mentioned below;

**at 11:30 PM (PST) on July 6<sup>th</sup>, 2026.**

#### 16.4 **Responsiveness of Bids**

- (i) Meets the Eligibility Criteria specified in Clauses IB-2;
- (ii) The Bid is valid till required period,
- (iii) Has been properly signed on the Form of Bid;
- (iv) Is accompanied by the required Securities and these Securities are valid and in good order;
- (v) Meets the requirement set out in Bidding Data sheet;
- (vi) Meets the rate and limit of liquidated damages as specified in Bidding Data sheet;
- (vii) The Bid prices are firm during currency of contract,
- (viii) Completion period offered is within specified limits,
- (ix) The Bid does not deviate from basic technical requirements and bidder's data submitted with the bid in Schedule B to Bid should meet the major technical features/criteria of the Works detailed in the Technical Provisions of this document;
- (x) The Bids are generally in order,
- (xi) Conforms to all the terms, conditions and Specifications / BOQs of the Request for Proposals, without material deviation or reservation. A material deviation or reservation is one:
  - a. Which affects in any substantial way the scope, quality or performance of the Work; or
  - b. Which limits in any substantial way, inconsistent with the Request for Proposals, the Procuring Agency rights or the bidder's obligations under the Contract.

#### 16.8 **Price Adjustment:**

Not Permissible.

**FORM OF BID AND SCHEDULES TO BID**

# Form of Bid

Date: .....

Bid Reference No: .....  
(Name of Contract/Works)

To: .....

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Request for Proposals, including Addenda issued in accordance with Instructions to Bidders (IB-6);
- (b) The total bid price, excluding any discounts offered is: \_\_\_\_\_ (Inclusive of all applicable Taxes)
- (c) The discounts offered by the lowest bidder only:  
  
\_\_\_\_\_
- (d) Our Bid shall be valid for a period of **Ninety Days (90)** days from the date fixed for the bid submission deadline in accordance with the Request for Proposals, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (e) If our Total Bid Price is accepted, we commit to provide a performance guarantee at **10%** of contract price in accordance with the Request for Proposals;
- (f) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed and we do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other bidder for the Works.
- (g) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (h) We agree to permit Procuring Agency or its representative to inspect our documents and records relating to the bid submission. This permission is extended for verification of any information provided in our Bid which comprises all documents enclosed herewith in accordance with IB.8 of the Bidding Data Sheet.
- (i) If awarded the contract, the person named below shall act as Contractor's

Representative.

Name.....

In the capacity of.....

Signed.....

Duly authorized to sign the Bid for and on behalf of.....

Date.....

Address.....

**SCHEDULES TO BID INCLUDE THE FOLLOWING:**

- Schedule A to Bid: Schedule of Prices
- Schedule B to Bid: Specific Works Data
- Schedule C to Bid: Works to be Performed by Subcontractors
- Schedule D to Bid: Proposed Programme of Works
- Schedule E to Bid: Method of Performing Works (**Not Applicable**)
- Schedule F to Bid: Integrity Pact **\_(Not Applicable)**

## **SCHEDULE - A TO BID PREAMBLE TO SCHEDULE OF PRICES**

### **1. General**

- 1.1** The Schedule of Prices shall be read in conjunction with the Conditions of Contract, Contract Data together with the Specifications / BOQs and Drawings, if any.
- 1.2** The successful Bidder / Contractor shall be responsible for the whole of The Works as described in this Request for Proposals. Bids must be for the complete scope of Works. Any bid with partial scope of work or with incomplete/semi-filled bid / price schedule / summary of prices / BOQs / DNIT will be treated as non-responsive.

### **2. Description**

- 2.1** The general directions and descriptions of Works and materials are not necessarily repeated nor summarized in the Schedule of Prices. References to the relevant sections of the Request for Proposals shall be made before entering prices against each item in the Schedule of Prices.

### **3. Units & Abbreviations**

- 3.1** Units of measurement, symbols and abbreviations expressed in the Request for Proposals shall comply with the System International d'Unites (SI Units).

### **4. Rates and Prices**

- 4.1** Except as otherwise expressly provided under the Conditions of Contract, the rates and amounts entered in the Schedule of Prices shall be the rates at which the Contractor shall be paid and shall be the full inclusive value of the Works set forth or implied in the Contract; except for the amounts reimbursable, if any to the Contractor under the Contract.
- 4.2** Unless otherwise stipulated in the Contract Data, the rates and prices entered by the bidder shall not be subject to adjustment during the performance of the Contract.
- 4.3** All duties, taxes and other levies payable by the Contractor shall be included in the rates and prices.
- 4.4** The whole cost of complying with the provisions of the Contract shall be included in the items provided in the Schedule of Prices, and where no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the Works and no separate payment will be made for those items.

The rates, prices and amounts shall be entered against each item in the Schedule of Prices. Any item against which no rate or price is entered by the bidder will not be paid by the Procuring Agency when executed and shall be deemed covered by the rates and prices for other items in the Schedule of Prices.

**4.5** (a) The bidder shall be deemed to have obtained all information as to and all requirements related thereto which may affect the bid price.

(b) The Contractor shall be responsible to make complete arrangements for the transportation of the Plant to the Site.

**4.6** The Contractor shall provide for all parts of the Works to be completed in every respect. Notwithstanding that any details, accessories, etc. required for the complete installation and satisfactory operation of the Works, are not specifically mentioned in the Specifications, such details shall be considered as included in the Contract Price.

## **5. Bid Prices**

### **5.1 Break-up of Bid Prices**

The various elements of Bid Prices shall be quoted as detailed by the Procuring Agency in the format of Schedule of Prices.

The bidder shall recognize such elements of the costs which he expects to incur for the performance of the Works and shall include all such costs in the rates and amounts entered in the Schedule of Prices.

### **5.2 Total Bid Price**

The Total Bid Prices in the Schedule of Prices shall be entered in the Summary of Bid Prices as well as in the Price Schedule.

## **6. Provisional Sums**

**6.1** Provisional Sums included and so designated in the Schedule of Prices if any, shall be expended in whole or in part at the direction and discretion of the Engineer/Procuring Agency. The Contractor will only receive payment in respect of Provisional Sums if he has been instructed by the Engineer/Procuring Agency to utilize such sums.

**SCHEDULE OF PRICES – SUMMARY OF BID PRICES**

S. No	Description	Ref. MRS, 1st Bi-Annual 2026 (Chap / Item No.)	Unit	Qty	Rate (PKR) (Inclusive of all applicable taxes)	Amount (PKR) (Inclusive of all applicable taxes)
1	Dismantling glazed or encaustic tiles, etc.	4/50.	100Sft	4552.07		
2	Cement concrete plain including placing, compacting, finishing and curing complete (including screening and washing of stone aggregate).					
ii)	Ratio: 1:2:4	6/5 f	100Cft	1138.02		
3	Providing and laying superb quality Porcelain glazed tiles flooring of Master/ Stile brand or approved equivalent manufacturer of specified size in approved design, Color and Shade with adhesive / bond over 3/4"thick (1 :3) cement plaster i/c the cost of sealer tor finishing the joints i/c cutting grinding complete in all respect as approved and directed by the Engineer Incharge. a) Full b0dy Glazed tiles (Matte Finishing)					
	(iv) 600mm x 1200 mm (24"x48')	10/46 (a-IV)	Sft	4552.07		
4	Providing and laying Prepolished Granite of specified thickness and shade of full width of approved quality laid with adhesive bond over 3/4" thick (1 :2) cement sand mortar bed, complete in all respect as approved and directed by the Engineer Incharge. (i) 3/4" thick	10/51.	PSft	282.20		
5	Core cutting 5" i/d	NS	Each	16.00		
6	Providing, laying, cutting, jointing, testing and disinfecting PVC/ uPVC pipe line with working pressure pipe, in trenches, including specials (PS-3051 =3S-3505). complete in all 'respects: b) 4" i/d (100 mm)					
		23/14 b		32.00		
<b>Gross Total</b>						
<b>Add: All applicable taxes</b>						
<b>Net total</b>						

**Signature & Stamp of Bidder**\_\_\_\_\_

**Note:**

- ❖ Bidder shall fill all the items of Price Schedule / Summary of Prices / BOQs
- ❖ Incomplete/semi-filled Bids or Price Schedule / Summary of Prices / BOQs will be treated as non-responsive bid.
- ❖ Unit Rates must be inclusive of all applicable taxes.
- ❖ Evaluation shall be carried out on the basis of Total Bid Price and contract will be awarded to the lowest evaluated bidder.
- ❖ Overwriting, cutting, use of fluid etc., in unit rates are not allowed which may lead to cancelation of bid offered.

**Signature & Stamp of Bidder**\_\_\_\_\_

## **SCHEDULE - B TO BID**

### **SPECIFIC WORKS DATA**

a. **Payment Terms:**

Interim Payment shall be made after recommendations of PCB / Procuring Agency or any person nominated by them in accordance with the Scope of Work with reference to Contract Clauses 11.3 & 11.5.

**Signature of Bidder**

**SCHEDULE – C TO BIDWORKS TO BE PERFORMED BY**

**SUBCONTRACTORS (Not Applicable)**

The bidder will do the work with his own forces except the work listed below which he intends to sub-contract.

Items of Works to be Sub-Contracted	Name and address of Sub-Contractors	Statement of similar works previously executed (attach evidence)

**Note:**

1. No change of Sub-Contractors shall be made by the bidder without prior approval of the Procuring Agency.
2. The truthfulness and accuracy of the statement as to the experience of Sub-Contractors is guaranteed by the bidder. The Procuring Agency's judgment shall be final as to the evaluation of the experience of Sub-Contractors submitted by the bidder.
3. Statement of similar works shall include description, location & value of works, year completed and name & address of the clients.

## **SCHEDULE – D TO BID**

### **PROPOSED PROGRAMME OF WORKS**

Bidder shall provide a Programme in a bar-chart showing the sequence of work items by which he proposes to complete the Works of the entire Contract. The Programme should indicate the sequence of work items and the period of time during which he proposes to complete the Works including the activities like designing, schedule of submittal of drawings, ordering and procurement of materials, manufacturing, delivering, construction of civil works, erection, testing and commissioning of Works to be supplied under the Contract.

## **SCHEDULE – E TO BID METHOD OF PERFORMING WORKS**

### **(Not Applicable)**

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

- The sequence and methods in which he proposes to carry out the Works, including the number of shifts per day and hours per shift, he expects to work.
- A list of all major items of constructional and erectional plant, tools and vehicles proposed to be used in delivering / carrying out the Works at Site
- The procedure for installation of equipment and transportation of equipment and materials to the site.
- Organization chart indicating head office & field office personnel involved in management, supervision and engineering of the Works to be done under the Contract.

**SCHEDULE – F TO BID**

**INTEGRITY PACT (Not Applicable)**

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

Contract No. \_\_\_\_\_ Dated \_\_\_\_\_

Contract Value:

Contract Title:

..... [Name of Contractor] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan (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 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 contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

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

[name of 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 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 times the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Contractor] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

Name of Buyer: ..... Name of Seller/Contractor:  
..... Signature: ..... Signature:  
.....

[Seal] [Seal]

## CONDITIONS OF CONTRACT

### 1. GENERAL PROVISIONS

#### 1.1 Definitions

In the Contract as defined below, the words and expressions defined shall have the following meanings assigned to them, except where the context requires otherwise:

##### **The Contract**

- 1.1.1 “Contract” means the Contract Agreement and the other documents listed in the Contract Data.
- 1.1.2 “Specifications / BOQs” means the document as listed in the Contract Data, including Procuring Agency’s requirements in respect of design to be carried out by the Contractor (if any), and any Variation to such document.
- 1.1.3 “Drawings” means the Procuring Agency’s drawings of the Works as listed in the Contract Data, and any Variation to such drawings.

##### **Persons**

- 1.1.4 “Procuring Agency” means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Contractor) any assignee.
- 1.1.5 “Contractor” means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Procuring Agency) any assignee.
- 1.1.6 “Party” means either the Procuring Agency or the Contractor.

##### **Dates, Times and Periods**

- 1.1.7 “Commencement Date” means the date Seven (07) days after the date the Contract comes into effect or any other date named in the Contract Data.
- 1.1.8 “Day” means a calendar day
- 1.1.9 “Time for Completion” means the time for completing the Works as stated in the Contract Data (or as extended under Sub-Clause 7.3), calculated from the Commencement Date.

## **Money and Payments**

- 1.1.10 “Cost” means all expenditure properly incurred (or to be incurred) by the Contractor, whether on or off the Site, including overheads and similar charges but does not include any allowance for profit.

## **Other Definitions**

- 1.1.11 “Contractor’s Equipment” means all machinery, apparatus and other things required for the execution of the Works but does not include Materials or Plant intended to form part of the Works.
- 1.1.12 “Country” means the **Islamic Republic of Pakistan**.
- 1.1.13 “Procuring Agency’s Risks” means those matters listed in Sub-Clause 6.1.
- 1.1.14 “Force Majeure” means an event or circumstance which makes performance of a Party’s obligations illegal or impracticable and which is beyond that Party’s reasonable control.
- 1.1.15 “Materials” means things of all kinds (other than Plant) to be supplied and incorporated in the Works by the Contractor.
- 1.1.16 “Plant” means the machinery and apparatus intended to form or forming part of the Works.
- 1.1.17 “Site” means the places provided by the Procuring Agency where the Works are to be executed, and any other places specified in the Contract as forming part of the Site.
- 1.1.18 “Variation” means a change which is instructed by the Engineer/Procuring Agency under Sub-Clause 10.1.
- 1.1.19 “Works” means any or all the works whether Supply, Installation, Construction etc. and design (if any) to be performed by the Contractor including temporary works and any variation thereof.
- 1.1.20 “Engineer” means the person notified by the Procuring Agency to act as Engineer for the purpose of the Contract and named as such in Contract Data.

## **1.2 Interpretation**

Words importing persons or parties shall include firms and organizations. Words importing singular or one gender shall include plural or the other gender where the context requires.

### **1.3 Priority of Documents**

The documents forming the Contract are to be taken as mutually explanatory of one another. If an ambiguity or discrepancy is found in the documents, the priority of the documents shall be in accordance with the order as listed in the Contract Data.

### **1.4 Law**

The law of the Contract is the relevant Law of Islamic Republic of Pakistan.

### **1.5 Communications**

All Communications related to the Contract shall be in English language.

### **1.6 Statutory Obligations**

The Contractor shall comply with the Laws of Islamic Republic of Pakistan and shall give all notices and pay all fees and other charges in respect of the Works.

## **2. THE PROCURING AGENCY**

### **2.1 Provision of Site**

The Procuring Agency shall provide the Site and right of access thereto at the times stated in the Contract Data.

### **2.2 Permits etc.**

The Procuring Agency shall, if requested by the Contractor, assist him in applying for permits, licenses or approvals which are required for the Works.

### **2.3 Engineer's/Procuring Agency's Instructions**

The Contractor shall comply with all instructions given by the Procuring Agency or the Engineer, if notified by the Procuring Agency, in respect of the Works including the suspension of all or part of the Works.

### **2.4 Approvals**

No approval or consent or absence of comment by the Engineer/Procuring Agency shall affect the Contractor's obligations.

### **3. ENGINEER'S/PROCURING AGENCY'S REPRESENTATIVES**

#### **3.1 Authorized Person**

The Procuring Agency shall appoint a duly authorized person to act for him and on his behalf for the purposes of this Contract. Such authorized person shall be duly identified in the Contract Data or otherwise notified in writing to the Contractor as soon as he is so appointed. In either case the Procuring Agency shall notify the Contractor, in writing, the precise scope of the authority of such authorized person at the time of his appointment.

#### **3.2 Engineer's/Procuring Agency's Representative**

The name and address of Engineer's/Procuring Agency's Representative is given in Contract Data. However, the Contractor shall be notified by the Engineer/Procuring Agency, the delegated duties and authority before the Commencement of Works.

### **4. THE CONTRACTOR**

#### **4.1 General Obligations**

The Contractor shall carry out the Works properly and in accordance with the Contract. The Contractor shall provide all supervision, Labour, Materials, Plant and Contractor's Equipment which may be required.

#### **4.2 Contractor's Representative**

The Contractor shall appoint a representative at site on full time basis to supervise the execution of work and to receive instructions on behalf of the Contractor but only after obtaining the consent of the Procuring Agency for such appointment which consent shall not be unreasonable withheld by the Procuring Agency. Such authorized representative may be substituted/replaced by the Contractor at any time during the Contract Period but only after obtaining the consent of the Procuring Agency as aforesaid.

#### **4.3 Subcontracting (Not Allowed)**

The Contractor shall not subcontract the whole of the Works. The Contractor shall not subcontract any part of the Works without the consent of the Procuring Agency.

#### **4.4 Performance Guarantee**

The Contractor shall furnish to the Procuring Agency within Ten (10) days after receipt of Letter of Acceptance a Performance Guarantee at the option of the bidder, in the form of CDR / Bank Guarantee for the amount and validity specified in Contract Data.

### **5. DESIGN BY CONTRACTOR**

#### **5.1 Contractor's Design**

The Contractor shall carry out design to the extent specified, as referred to in the Contract Data. The Contractor shall promptly submit to the Engineer/Procuring Agency all designs prepared by him. Within Seven (07) days of receipt the Engineer/Procuring Agency shall notify any comments or, if the design submitted is not in accordance with the Contract, shall reject it stating the reasons. The Contractor shall not construct any element of the Works designed by him within Seven (07) days after the design has been submitted to the Engineer/Procuring Agency or which has been rejected. Design that has been rejected shall be promptly amended and resubmitted. The Contractor shall resubmit all designs commented on taking the comments into account as necessary.

## **5.2 Responsibility for Design**

The Contractor shall remain responsible for his bided design and the design under this Clause, both of which shall be fit for the intended purposes defined in the Contract and he shall also remain responsible for any infringement of any patent or copyright in respect of the same. The Engineer/Procuring Agency shall be responsible for the Specifications and Drawings.

## **6. PROCURING AGENCY'S RISKS**

### **6.1 The Procuring Agency's Risks**

The Procuring Agency's Risks are:-

- a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, within the Country;
- b) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, within the Country;
- c) riot, commotion or disorder by persons other than the Contractor's personnel and other employees including the personnel and employees of Sub-Contractors, affecting the Site and/or the Works;
- d) ionizing radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly, except to the extent to which the Contractor/Sub-Contractors may be responsible for the use of any radio-active material;
- e) Pressure waves caused by aircraft or other aerial devices travelling at sonic Or supersonic speeds;
- f) use or occupation by the Procuring Agency of any part of the Works, except as may be specified in the Contract;
- g) late handing over of sites, or any part of the Works by the Procuring Agency's personnel or by others for whom the Procuring Agency is responsible;

- h) a suspension under Sub-Clause 2.3 unless it is attributable to the Contractor's failure; and
- i) Physical obstructions or physical conditions other than climatic conditions, encountered on the Site during the performance of the Works, for which the Contractor immediately notified to the Procuring Agency and accepted by the Procuring Agency.

## **7. TIME FOR COMPLETION**

### **7.1 Execution of the Works**

The Contractor shall commence the Works on the Commencement Date and shall proceed expeditiously and without delay and shall complete the Works, subject to Sub-Clause 7.3 below, within the Time for Completion.

### **7.2 Programme**

Within the time stated in the Contract Data, the Contractor shall submit to the Engineer/Procuring Agency a Programme for the Works in the form stated in the Contract Data.

### **7.3 Extension of Time**

The Contractor shall, within such time as may be reasonable under the circumstances, notify the Procuring Agency/Engineer of any event(s) falling within the scope of Sub-Clause 6.1 or 10.3 of these Conditions of Contract and request the Procuring Agency/Engineer for a reasonable extension in the time for the completion of Works. Subject to the aforesaid, the Procuring Agency/Engineer shall determine such reasonable extension in the time for the completion of Works as may be justified in the light of the details/particulars supplied by the Contractor in connection with the such determination by the Procuring Agency/Engineer within such period as may be prescribed by the Procuring Agency/Engineer for the same; and

The Procuring Agency shall extend the Time for Completion as determined.

#### **7.4 Late Completion**

If the Contractor fails to complete the Works within the Time for Completion, the Contractor's liability to the Procuring Agency for such failure shall be to pay the amount stated in the Contract Data for each day for which he fails to complete the Works which should not exceed 10% in aggregate of total contract price.

### **8. TAKING-OVER**

#### **8.1 Completion**

The Contractor may notify the Engineer/Procuring Agency when he considers that the Works are complete.

#### **8.2 Taking-Over Notice**

Within fourteen (14) days of the receipt of the said notice of completion from the Contractor the Procuring Agency/Engineer shall either takeover the completed Works and issue a Certificate of Completion to that effect or shall notify the Contractor his reasons for not taking-over the Works. While issuing the Certificate of Completion as aforesaid, the Procuring Agency/Engineer may identify any outstanding items of work which the Contractor shall undertake during the Maintenance Period.

### **9. REMEDYING DEFECTS**

#### **9.1 Remedying Defects**

The Contractor shall for a period stated in the Contract Data from the date of issue of the Certificate of Completion carry out, at no cost to the Procuring Agency, repair and rectification work which is necessitated by the earlier execution of poor quality of work or use of below specifications material in the execution of Works and which is so identified by the Procuring Agency/Engineer in writing within the said period. Upon expiry of the said period, and subject to the Contractor's faithfully performing his aforesaid obligations, the Procuring Agency/Engineer shall issue a Maintenance Certificate whereupon all obligations of the Contractor under this Contract shall come to an end.

Failure to remedy any such defects or complete outstanding work within a reasonable time shall entitle the Procuring Agency to carry out all necessary works at the Contractor's cost. However, the cost of remedying defects not attributable to the Contractor shall be valued as a Variation.

#### **9.2 Uncovering and Testing**

The Engineer/Procuring Agency may give instruction as to the uncovering and/or testing of any work. Unless as a result of an uncovering and/or testing it is established that the Contractor's design, Materials, Plant or workmanship are not in accordance with the Contract, the Contractor shall be paid for such uncovering and/or testing as a Variation in accordance with Sub-Clause 10.2.

## **10. VARIATIONS AND CLAIMS**

### **10.1 Right to Vary**

The Procuring Agency/Engineer may issue Variation Order(s) in writing. Where for any reason it has not been possible for the Procuring Agency/Engineer to issue such Variations Order(s), the Contractor may confirm any verbal orders given by the Procuring Agency/Engineer in writing and if the same are not refuted/denied by the Procuring Agency/Engineer within seven (7) days of the receipt of such confirmation the same shall be deemed to be a Variation Orders for the purposes of this Sub- Clause.

### **10.2 Valuation of Variations**

Variations shall be valued as follows:

- a) at a lump sum price agreed between the Parties, or
- b) where appropriate, at rates in the Contract, or
- c) in the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation, or failing which
- d) at appropriate new rates, as may be agreed or which the Engineer/Procuring Agency considers appropriate, or
- e) if the Engineer/Procuring Agency so instructs, at day work rates set out in the Contract Data for which the Contractor shall keep records of hours of labor and Contractor's Equipment, and of Materials, used.

### **10.3 Early Warning**

The Contractor shall notify the Engineer/Procuring Agency in writing as soon as he is aware of any circumstance which may delay or disrupt the Works, or which may give rise to a claim for additional payment.

To the extent of the Contractor's failure to notify, which results to the Engineer/Procuring Agency being unable to keep all relevant records or not taking steps to minimize any delay, disruption, or Cost, or the value of any Variation, the Contractor's entitlement to extension of the Time for Completion or additional payment shall be reduced/rejected.

### **10.4. Valuation of Claims**

If the Contractor incurs Cost as a result of any of the Procuring Agency's Risks, the Contractor shall be entitled to the amount of such Cost. If as a result of any Procuring Agency's Risk, it is necessary to change the Works, this shall be dealt with as a Variation subject to Contractor's notification for intention of claim to the Engineer/Procuring Agency within fourteen (14) days of the occurrence of cause.

## 10.5 **Variation and Claim Procedure**

The Contractor shall submit to the Engineer/Procuring Agency an itemized make-up of the value of variations and claims within twenty-eight (28) days of the instruction or of the event giving rise to the claim. The Engineer/Procuring Agency shall check and if possible, agree the value. In the absence of agreement, the Procuring Agency shall determine the value.

## 11. **CONTRACT PRICE AND PAYMENT**

### 11.1 (a) **Terms of Payments**

The amount due to the Contractor under any Interim Payment Certificate issued by the Engineer pursuant to this Clause, or to any other terms of the Contract, shall, be paid by the Procuring Agency to the Contractor within 30 days after such Interim Payment Certificate has been jointly verified by Procuring Agency and Contractor, or, in the case of the Final Certificate referred to in Sub Clause 60.8, within 30 days after such Final Payment Certificate has been jointly verified by Procuring Agency and Contractor; Provided that the Interim Payment shall be caused in 42 days and Final Payment in 60 days in case of foreign funded Work.

### (b) **Valuation of the Works**

The Works shall be valued as provided for in the Contract Data, subject to Clause 10.

### 11.2 **Monthly Statements**

The Contractor shall be entitled to be paid at monthly intervals:

- a) the value of the Works executed; and
- b) The percentage of the value of Materials and Plant reasonably delivered to the Site, as stated in the Contract Data, subject to any additions or deductions which may be due.

The Contractor shall submit each month to the Engineer/Procuring Agency a statement showing the amounts to which he considers himself entitled.

### 11.3 **Interim Payments**

Within a period not exceeding seven (7) days from the date of submission of a statement for interim payment by the Contractor, the Engineer or Consultant shall verify the same and within a period not exceeding fourteen (14) days from the said date of submission by the Contractor, the Procuring Agency shall pay to the Contractor the sum verified by the Engineer or Consultant less retention money (if any) at the rate stated in the Contract Data.

### 11.4 **Retention**

Retention money (if any) shall be paid by the Procuring Agency to the Contractor within fourteen (14) days after either the expiry of the period stated in the Contract Data, or the remedying of notified defects, or the completion of outstanding work, all as referred to in Sub-Clause 9.1, whichever is the later.

#### **11.5 Final Payment**

Within Fifteen (15) days from the date of issuance of the Maintenance Certificate the Contractor shall submit a final account to the Engineer / Consultant to verify and the Engineer shall verify the same within fourteen (14) days from the date of submission and forward the same to the Procuring Agency together with any documentation reasonably required to enable the Procuring Agency to ascertain the final contract value.

Within Thirty (30) days from the date of receipt of the verified final account from the Engineer, the Procuring Agency shall pay to the Contractor any amount due to the Contractor. While making such payment the Procuring Agency may, for reasons to be given to the Contractor in writing, withhold any part or parts of the verified amount.

#### **11.6 Currency**

Payment shall be in the currency stated in the Contract Data.

### **12. DEFAULT**

#### **12.1 Default by Contractor**

If the Contractor abandons the Works, refuses or fails to comply with a valid instruction of the Engineer/Procuring Agency or fails to proceed expeditiously and without delay, or is, despite a written complaint, in breach of the Contract, the Procuring Agency may give notice referring to this Sub-Clause and stating the default.

If the Contractor has not taken all practicable steps to remedy the default within fourteen (14) days after receipt of the Procuring Agency's notice, the Procuring Agency may by a second notice given within a further twenty-one (21) days, terminate the Contract. The Contractor shall then demobilize from the Site leaving behind any Contractor's Equipment which the Procuring Agency instructs, in the second notice, to be used for the completion of the Works at the risk and cost of the Contractor.

#### **12.2 Default by Procuring Agency**

If the Procuring Agency fails to pay in accordance with the Contract, or is, despite a written complaint, in breach of the Contract, the Contractor may give notice referring to this Sub-Clause and stating the default. If the default is not remedied within thirty (30) days after the Procuring Agency's receipt of this notice, the Contractor may suspend the execution of all or parts of the Works.

If the default is not remedied within Thirty (30) days after the Procuring Agency's receipt of the Contractor's notice, the Contractor may by a second notice given within a further Thirty (30) days, terminate the Contract. The Contractor shall then demobilize from the Site.

### **12.3 Insolvency**

If a Party is declared insolvent under any applicable law, the other Party may by notice terminate the Contract immediately. The Contractor shall then demobilize from the Site leaving behind, in the case of the Contractor's insolvency, any Contractor's Equipment which the Procuring Agency instructs in the notice is to be used for the completion of the Works.

### **12.4 Payment upon Termination**

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following:

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) any sums to which the Procuring Agency is entitled,

if the Procuring Agency has terminated contract under Sub-Clause 12.1 or 12.3, the Procuring Agency shall be entitled to a sum equivalent to twenty percent (20%) of the value of parts of the Works not executed at the date of the termination, and if the Contractor has terminated under Sub-Clause 12.2 or 12.3, the Contractor shall be entitled to the cost of his work done only.

The net balance due shall be paid or repaid within twenty-eight (28) days of the notice of termination.

## **13. RISKS AND RESPONSIBILITIES**

### **13.1 Contractor's Care of the Works**

Subject to Sub-Clause 9.1, the Contractor shall take full responsibility for the care of the Works from the Commencement Date until the date of the Procuring Agency's/Engineer's issuance of Certificate of Completion under Sub-Clause 8.2. Responsibility shall then pass to the Procuring Agency. If any loss or damage happens to the Works during the above period, the Contractor shall rectify such loss or damage so that the Works conform to the Contract.

Unless the loss or damage happens as a result of any of the Procuring Agency's Risks, the Contractor shall indemnify the Procuring Agency, or his agents against all claims loss, damage and expense arising out of the Works.

### **13.2 Force Majeure**

If Force Majeure occurs, the Contractor shall notify the Engineer/Procuring Agency immediately. If necessary, the Contractor may suspend the execution of the Works and, to the extent agreed with the Procuring Agency demobilize the Contractor's Equipment.

If the event continues for a period of eighty four (84) days, either Party may then give notice of termination which shall take effect twenty eight (28) days after the giving of the notice.

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following:

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) the cost of his demobilization, and
- c) Less any sums to which the Procuring Agency is entitled.

The net balance due shall be paid or repaid within thirty (30) days of the notice of termination.

## **14. INSURANCE (Not Required)**

### **14.1 Arrangements**

The Contractor shall, prior to commencing the Works, effect insurances of the types, in the amounts and naming as insured the persons stipulated in the Contract Data except for items (a) to (e) and (i) of the Procuring Agency's Risks under Sub- Clause 6.1. The policies shall be issued by insurers and in terms approved by the Procuring Agency. The Contractor shall provide the Engineer/Procuring Agency with evidence that any required policy is in force and that the premiums have been paid.

### **14.2 Default**

If the Contractor fails to effect or keep in force any of the insurances referred to in the previous Sub-Clause, or fails to provide satisfactory evidence, policies or receipts, the Procuring Agency may, without prejudice to any other right or remedy, effect insurance for the cover relevant to such as a default and pay the premiums due and recover the same plus a sum in percentage given in Contractor Data from any other amounts due to the Contractor.

## **15. RESOLUTION OF DISPUTES**

### **15.1 Engineer's Decision**

If a dispute of any kind whatsoever arises between the Procuring Agency and the Contractor in connection with the Works, the matter in dispute shall, in the first place, be referred in writing to the Engineer, with a copy to the other party. Such reference shall state that it is made pursuant to this Clause. No later than the twenty eight (28) days after the day on which he received such reference, the Engineer shall give notice of his decision to the Procuring Agency and the Contractor.

Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the Work with all due diligence, and the Contractor and the Procuring Agency shall give effect forthwith to every such decision of the Engineer unless

and until the same shall be revised, as hereinafter provided in an arbitral award.

## **15.2 Notice of Dissatisfaction**

If a Party is dissatisfied with the decision of the Engineer or if no decision is given within the time set out in Sub-Clause 15.1 here above, the Party may give notice of dissatisfaction referring to this Sub-Clause within fourteen (14) days of receipt of the decision or the expiry of the time for the decision. If no notice of dissatisfaction is given within the specified time, the decision shall be final and binding on the Parties. If notice of dissatisfaction is given within the specified time, the decision shall be binding on the Parties who shall give effect to it without delay unless and until the decision of the Engineer is revised by an Arbitrator.

## **15.3 Arbitration**

A dispute which has been the subject of a notice of dissatisfaction shall be finally settled as per provisions of **Arbitration Act 1940** (Act No. X of 1940) and Rules made there under and any statutory modifications thereto. Any hearing shall be held at the place specified in the Contract Data and in the language referred to in Sub- Clause 1.5.

## **16 INTEGRITY PACT (Not Applicable)**

If the Contractor, or any of his Sub-Contractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Schedule-F to his Bid, then the Procuring Agency shall be entitled to:

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 Sub-Contractors, agents or servants;

(a) terminate the Contract; and

Recover from the Contractor any loss or damage to the Procuring Agency as a result of such termination or of any other corrupt business practices of the Contractor or any of his Sub-Contractors, agents or servants.

On termination of the Contract under Sub-Para (b) of this Sub-Clause, the Contractor shall demobilize from the Site leaving behind Contractor's Equipment which the Procuring Agency instructs, in the termination notice, to be used for the completion of the Works at the risk and cost of the Contractor. Payment upon such termination shall be made under Sub-Clause 12.4, in accordance with Sub-Para (c) thereof, after having deducted the amounts due to the Procuring Agency under Sub-Para (a) and (c) of this Sub- Clause.

## CONTRACT DATA

For ease of reference, certain information and Special Stipulations applicable to the Contract are set forth herein.

	<b>Clauses of Conditions of Contract</b>	
Procuring Agency's Drawings, if any	1.1.3	As per TORs: Scope of Work / BOQ
The Procuring Agency	1.1.4	M/s Pakistan Cricket Board
The Contractor	1.1.5	M/s _____
Commencement Date	1.1.7	The date of issue of Engineer's Notice to Commence the work which shall be issued within Seven Days (07) of the signing of the Contract Agreement / issuance of Award Letter.  Work Site: PCB Head Office
Time for Completion	1.1.9	(30) Days after issuance of Engineers Notice to Commence the work after award of contract.
Engineer	1.1.20	Nominated by the Pakistan Cricket Board
Documents forming the Contract listed in the order of priority:	1.3	(a) The Contract Agreement / Award Letter / Letter of Acceptance (b) Letter of Intent (c) The completed Forms of Bid (d) Contract Data (e) Conditions of Contract (f) The completed Schedules to Bid including Schedule of Prices (g) Terms of Reference (TORs) / BOQ
Provision of Site	2.1	On the Commencement Date
Authorized person	3.1	Engineer of or anyone nominated by the PCB
Name and address of Engineer's/Procuring Agency's preventative	3.2	Nominated by the Procuring Agency

Performance Guarantee	4.4	Amount: 10% of contract price in shape of Bank Guarantee / CDR for the due performance of the Contract and should be valid for at least a period of (06) Months after the issuance of the Taking-over Certificate.
Requirements for Contractor's design (if any)	5.1	N/A
Programme	7.2	Within 7 days from the date of receipt of Acceptance Letter.
Penalties will be imposed due to failure to perform contract	7.4	0.5% per day up to a maximum of (10%) of sum of contract price.
Period for remedying defects	9.1	(12) Months from the date of issuance of Certificate of Completion
Variation procedures	10.2 (e)	Variation allowed. All variation orders will be issued, assessed and validated by the engineer of PCB and the valuation of work will be carried out at MRS rates. In case of non-scheduled items, rates will be decided on the market analysis carried out by the PCB Engineer.
Terms of Payments	11.1 (a) 11.3 & 11.5	Within 30 days of receipt of verified invoice. Interim Payment is also permissible as per Clause 11.3 with minimum amount of 01 Million, BOQ & Final Settlement will be as per clause 11.5 of the conditions of contract.
Valuation of the Works*	11.1 (b)	(i) Lump sum price with bill of quantities; details:
Percentage of value of Materials and Plant	11.2 (b)	Not Applicable
Percentage of retention	11.3	10% of every Interim payment certificate and up to a maximum of 5% of contract value.
Currency of payment	11.6	Pak. Rupees
Place of Arbitration	15.3	Lahore, Pakistan
Contact for Clarification	ITB 5	Suleman Farid (Manager Infrastructure and Works)

## **STANDARD FORMS**

1. FORM OF BID SECURITY
2. FORM OF PERFORMANCE GUARANTEE
3. FORM OF CONTRACT AGREEMENT
4. FORM OF BANK GUARANTEE FOR ADVANCE  
PAYMENT (NOT APPLICABLE)

**FORM OF BID SECURITY**  
(In Case of Bank Guarantee)

Guarantee No. \_\_\_\_\_  
Executed on \_\_\_\_\_

(Letter by the Guarantor to the Procuring Agency)

Name of Guarantor (Scheduled Bank in Pakistan) with  
Address: \_\_\_\_\_

Name of Principal (Bidder) with  
Address: \_\_\_\_\_

Penal Sum of Security (express in words and  
Figures): \_\_\_\_\_

Bid Reference No. \_\_\_\_\_ Date of Bid \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal, we the Guarantor above-named are held and firmly bound unto the \_\_, (hereinafter called The "Procuring Agency") 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 Principal has submitted the accompanying Bid numbered and dated as above for

(Particulars of Bid) to the said Procuring Agency; and

WHEREAS, the Procuring Agency has required as a condition for considering the said Bid that the Principal furnishes a Bid Security in the above said sum to the Procuring Agency, conditioned as under:

- (1) that the Bid Security shall remain valid for a period of 30 days beyond the period of validity of the bid;
- (2) that in the event of;
  - (a) the Principal withdraws his Bid during the period of validity of Bid, or
  - (b) the Principal does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) of Instructions to Bidders, or
  - (c) failure of the successful bidder to
    - (i) furnish the required Performance Guarantee, in accordance with Sub-Clause IB-21.1 of Instructions to Bidders, or

- (ii) sign the proposed Contract Agreement, in accordance with Sub-Clauses IB-20.2 & 20.3 of Instructions to Bidders,

The entire sum be paid immediately to the said Procuring Agency for delayed completion and not as penalty for the successful bidder's failure to perform.

NOW THEREFORE, if the successful bidder shall, within the period specified therefore, on the prescribed form presented to him for signature enter into a formal Contract Agreement with the said Procuring Agency in accordance with his Bid as accepted and furnish within ten (10) days of receipt of Letter of Acceptance, a Performance Guarantee with good and sufficient surety, as may be required, upon the form prescribed by the said Procuring Agency 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 then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

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

PROVIDED ALSO THAT the Procuring Agency shall be the sole and final judge for deciding whether the Principal has duly performed his obligations to sign the Contract Agreement and to furnish the requisite Performance Guarantee within the time stated above, or has defaulted in fulfilling said requirements and the Guarantor shall pay without objection the sum stated above upon first written demand from the Procuring Agency forthwith and without any reference to the Principal or any other person.

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

Witness:

Guarantor (Bank)

1. \_\_\_\_\_

1. \_\_\_\_\_

Corporate Secretary (Seal)

Title

2. \_\_\_\_\_

2. \_\_\_\_\_

(Name, Title & Address)

(Corporate Guarantor (Seal))

**FORM OF PERFORMANCE GUARANTEE  
(In Case of Bank Guarantee)**

Guarantee No. \_\_\_\_\_  
Executed on \_\_\_\_\_

(Letter by the Guarantor to the Procuring Agency)

Name of Guarantor (Scheduled Bank in Pakistan) 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 Request for Proposals 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 Procuring Agency) in the penal sum of the amount stated above, for the payment of which sum well and truly to be made to the said Procuring Agency, 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 Procuring Agency's above said Letter of Acceptance for (Name of Contract) for the

(Name of Work).

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 Procuring Agency, 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 the 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 9, Remedying Defects, 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 defenses under the Contract, do hereby irrevocably and independently guarantee to pay to the Procuring Agency without delay upon the Procuring Agency's first written demand without cavil or arguments and without requiring the Procuring Agency to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the Procuring Agency's written declaration that the Principal has refused or failed to perform the obligations under the Contract, for which payment will be effected by the Guarantor to Procuring Agency's designated Bank & Account Number.

PROVIDED ALSO THAT the Procuring Agency shall be the sole and final judge for deciding 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 Procuring Agency forthwith and without any reference to the Principal or any other person.

IN WITNESS WHEREOF, the above bounded 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.

Witness:

Guarantor (Bank)

1. \_\_\_\_\_

1. \_\_\_\_\_

Corporate Secretary (Seal)

Title

2. \_\_\_\_\_

2. \_\_\_\_\_

(Name, Title & Address)

(Corporate Guarantor (Seal))

AGREEMENT No. PCB/

Dated: -----

**DRAFT CONTRACT FORM**

**CONTRACT AGREEMENT FOR REPLACEMENT OF FLOOR TILES AT 4TH FLOOR TARRACE, OFFICE BUILDING GSL**

THIS AGREEMENT is made and entered into at Lahore on this 07<sup>th</sup> day of September, 2026;

**BY AND BETWEEN**

**Pakistan Cricket Board (PCB)**, having its head office at Gaddafi Stadium, Ferozepur Road, Lahore – Pakistan, through Mr. Sumair Ahmad Syed, Chief Operating Officer (hereinafter referred to as the “**Employer**”, which expression shall, where the context so admits, mean and include its successors-in-interest and permitted assigns) of the One Part;

**AND**

M/s \_\_\_\_\_, having its registered office at 40-L, Model Town Extension lahore, through its authorized representative namely \_\_\_\_\_ (hereinafter referred to as the “**Contractor**”, which expression shall, where the context so admits, mean and include its successors-in-interest and permitted assigns), of the Other Part.

**RECITALS**

**A. WHEREAS**, the Employer invited bids for the Work namely ‘REPLACEMENT OF FLOOR TILES AT 4TH FLOOR TARRACE, OFFICE BUILDING GSL (the “**Work**”) and has accepted a Bid by the Contractor for the Work in the sum of **PKR.** \_\_\_\_\_ /- (**Pakistani Rupees** \_\_\_\_\_ **only**) ( the “**Contract Price**”).

**NOW THIS AGREEMENT WITNESSETH 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 shall be deemed to form and be read and construed as part of this Agreement, viz.:
- (a) the Employer's Notification to the Contractor of Award of Contract (Letter of Acceptance);
  - (b) the Form of Bid and the Price Schedules submitted by the Contractor;
  - (c) the Particular Conditions of Contract; Part-II
  - (d) the General Conditions of Contract; Part-I
  - (e) the Schedule to Bid (other than Price Schedule);
  - (f) Appendices to Bid;
  - (g) Specifications;
  - (h) Drawings; (If any) and
  - (i) Any other Item

This Agreement shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

3. In consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Employer to deliver the Work and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the provision of the Work and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
5. This Agreement shall be deemed to have come into force and effect on \_\_\_\_\_ (the "**Effective Date**").



# General Conditions of Contract

## General Conditions of Contract

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## 1. Definitions

1.1 The following words and expressions shall have the meanings hereby assigned to them:

- (a) “Contract” means the Agreement entered into between the Employer and the Contractor, together with the Contract Documents referred to therein, including all attachments, appendices, schedules and all documents incorporated by reference therein.
- (b) “Contract Documents” means the documents listed in the Agreement, including any amendments thereto.
- (c) “Contract Price” means the price payable to the Contractor as specified in the Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- (d) “Day” means calendar day.
- (e) “Delivery” means the delivery of the Work from the Contractor to the Employer in accordance with the terms and conditions set forth in the Contract.
- (f) “Completion” means the fulfillment of the delivery of Work by the Contractor in accordance with the terms and conditions set forth in the Contract.
- (g) “Eligible Countries” means the countries as per Appendix-A.
- (h) “GCC” means the General Conditions of Contract.
- (i) “Employer’s Country” is the country specified in the Particular Conditions of Contract (PCC).
- (j) The “Employer” means the Pakistan Cricket Board who is the entity purchasing the goods for the Work, as specified in the PCC, and includes the legal successors or assigns of the Employer.
- (k) “PCC” means the Particular Conditions of Contract.
- (l) “Work” means Replacement of Floor Tiles at 4th Floor Terrace, Office Building GSL, by the Contractor.
- (m) “Subcontractor” means any natural person, private or government entity or a combination of the above, including its legal successors or permitted assigns, to whom any part of the goods to be supplied is subcontracted by the Contractor.
- (n) “Contractor” means the private legal entity, whose bid to perform the Contract has been accepted by the Employer

and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Contractor.

(o) "Site" where applicable, means the place named in the PCC.

**2. Contract Document**

Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

**3. Corrupt and Fraudulent Practices**

3.1

(a) For the purposes of this provision, the term "Corrupt and Fraudulent Practices" includes the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official or the Contractor or contractor in the procurement process or in contract execution to the detriment of the procuring agencies; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty.

(b) The Employer will terminate the Contract if it determines that the Contractor recommended for award has, directly or through an agent, engaged in corrupt and fraudulent practices in competing for the Contract.

3.2 The Contractor shall permit the Employer to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the Employer, if so required by the Employer.

**4. Interpretation**

4.1 If the context so requires it, singular means plural and vice versa where the context requires.

4.2 Incoterms (Not Applicable)

The meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms.

(a) EXW, CIF, DDP, and other similar terms, shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of

Commerce at the date of the Invitation for Bids or as specified in the PCC.

#### 4.3 Entire Agreement

The Contract constitutes the entire agreement between the Employer and the Contractor and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.

#### 4.4 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

#### 4.5 Nonwaiver

- (a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- (b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

#### 4.6 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

### **5. Language**

- 5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Contractor and the Employer, shall be written in the language specified in the PCC. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages

in the language specified in the PCC, in which case, for purposes of interpretation of the Contract, this translation shall govern.

5.2 The Contractor shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

**6. Joint Venture, Consortium or Association** 6.1 Participation in this Bid is restricted to a single legal entity. Joint ventures, consortiums, partnerships, associations, or any other form of collective or combined bidding arrangement shall not be permitted.

**7. Eligibility** 7.1 Participation in this Bid is restricted to bidders who are local entities duly constituted, incorporated, and registered under the laws of the Islamic Republic of Pakistan and operating in conformity with the applicable laws and regulations of Pakistan.

7.2 All material to be used for Work under the Contract and financed by the Employer shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components.

**8. Notices** 8.1 Any Notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the PCC. The term “in writing” means communicated in written form with proof of receipt.

8.2 A Notice shall be effective when delivered or on the Notice’s effective date, whichever is later.

**9. Governing Law** 9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Employer’s country, unless otherwise specified in the PCC.

**10. Settlement of Disputes** 10.1 The Employer and the Contractor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

10.2 If the parties fail to resolve such a dispute or difference by mutual consultation within twenty-eight (28) days from the commencement of such consultation, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the PCC.

- 11. Scope of Work**
- 11.1 Subject to the PCC, the Work to be delivered shall be as specified in the Letter of Intent / Letter of Acceptance dated \_\_\_\_\_.
- 11.2 Unless otherwise stipulated in the Contract, the Scope of Work shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery and Completion of the Work as if such items were expressly mentioned in the Contract.
- 12. Delivery / Completion**
- 12.1 Subject to GCC Sub-Clause 33.1, the Contractor shall be liable to deliver and complete the Work within one (01) months from the date of issuance of the Letter of Intent / Letter of Acceptance. Time shall be of the essence of this Contract. In the event of the Contractor's failure to comply with the stipulated timeline, the Contractor shall, without prejudice to any other rights or remedies available to the Employer under this Contract or applicable law, be liable to pay damages as mutually agreed herein. The details of shipping and the documents to be furnished by the Contractor shall be as specified in the PCC.
- 13. Contractor's Responsibilities**
- 13.1 The Contractor shall deliver the Work included in the Scope in accordance with GCC Clause 11, and the Delivery and Completion Schedule, as per GCC Clause 12.
- 14. Contractor's Responsibilities**
- 14.1 The Contractor shall solely be responsible to obtain permits, approvals, and import and other licenses from local public authorities and shall comply with such requirements in a timely and expeditious manner.
- 15. Contract Price**
- 15.1 The Contract Price shall be as specified in the Agreement subject.
- 16. Terms of Payment**
- 16.1 The Contract Price shall be paid as specified in the PCC. 25% advance payment will be made at the time of award of work. The remaining 75% payment will be released upon completion of the work and submission of invoices, duly verified by the Infrastructure Department, subject to the deduction of any applicable retention money.
- 16.2 The Contractor's request for payment shall be made to the Employer in writing, accompanied by invoices describing, as appropriate, the Work delivered by the documents submitted

pursuant to GCC Clause 12 and upon fulfillment of all the obligations stipulated in the Contract.

16.3 Payments shall be made promptly by the Employer, no later than Thirty (30) days after submission of an invoice or request for payment by the Contractor, and the Employer has accepted it.

16.4 The currency or currencies in which payments shall be made to the Contractor under this Contract shall be specified in the PCC.

**17. Taxes and Duties**

17.1 The Contractor shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery / completion of the Work.

**18. Performance Security**

18.1 The Contractor shall, within ten (10) days of the notification of Contract award, provide a Performance Security for the due performance of the Contract in the amounts and currencies specified in the PCC.

18.2 The proceeds of the Performance Security shall be payable to the Employer as compensation for any loss resulting from the Contractor's failure to complete its obligations under the Contract.

18.3 The Performance Security shall be denominated in the currencies of the Contract, or in a freely convertible currency acceptable to the Employer, and shall be in one of the forms stipulated by the Employer in the PCC, or in another form acceptable to the Employer.

18.4 The Performance Security shall be discharged by the Employer and returned to the Contractor not later than six (06) days following the date of completion of the Contractor's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the PCC.

**19. Copyright**

19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Employer by the Contractor herein shall remain vested in the Contractor, or, if they are furnished to the Employer directly or through the Contractor by any third party, including Contractors of materials, the copyright in such materials shall remain vested in such third party.

**20. Confidential Information**

20.1 The Employer and the Contractor shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Contractor may furnish to its Subcontractor such

documents, data, and other information it receives from the Employer to the extent required for the Subcontractor to perform its work under the Contract, in which event the Contractor shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Contractor under GCC Clause 20.

20.2 The Employer shall not use such documents, data, and other information received from the Contractor for any purposes unrelated to the Contract. Similarly, the Contractor shall not use such documents, data, and other information received from the Employer for any purpose other than the design, procurement, required for the performance of the Contract.

20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:

- (a) the Employer or Contractor need to share with the Employer or other institutions participating in the financing of the Contract;
- (b) now or hereafter enters the public domain through no fault of that party;
- (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
- (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

## **21. Subcontracting**

21.1 Subcontracting shall not be allowed.

## **22. Specifications and Standards**

22.1 Technical Specifications and Drawings

- (a) The Contractor shall ensure that the material used for the Work complies with the technical specifications and other provisions of the Contract.
- (b) The Contractor shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Employer, by giving a notice of such disclaimer to the Employer.
- (c) The Work completed under this Contract shall conform to the standards mentioned in the Schedules to Bid and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the goods.

22.2 Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedules to Bid. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Employer and shall be treated in accordance with GCC Clause 33.

### **23. Packing and Documents**

- 23.1 The Contractor shall provide such packing of the material for the Work as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination of the goods and the absence of heavy handling facilities at all points in transit.
- 23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the PCC, and in any other instructions ordered by the Employer.

### **24. Insurance**

- 24.1 Unless otherwise specified in the PCC, the material used for the Work under the Contract shall be fully insured, in a freely convertible currency from an eligible country, against loss or damage incidental to manufacture or acquisition, transportation,

storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the PCC.

- 25. Transportation** 25.1 Unless otherwise specified in the PCC, obligations for transportation of the material for the Work shall be in accordance with the Incoterms specified in the Schedules A and B to Bid.
- 26. Inspections and Tests**
- 26.1 The Contractor shall at its own expense and at no cost to the Employer carry out all such tests and /or inspections of the material used for the Work as are specified in the Schedules to Bid.
- 26.2 The inspections and tests may be conducted on the premises of the Contractor or its Subcontractor, at point of delivery, and/or at the final destination of the material to be used for the Work, or in another place in the Employer's country as specified in the PCC. Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Contractor or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Employer.
- 26.3 The Employer or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Employer bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 26.4 Whenever the Contractor is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Employer. The Contractor shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Employer or its designated representative to attend the test and/or inspection.
- 26.5 The Employer may require the Contractor to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the material comply with the technical specifications, codes and standards under the Contract, provided that the Contractor's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Contractor's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

- 26.6 The Contractor shall provide the Employer with a report of the results of any such test and/or inspection.
- 26.7 The Employer may reject any material or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Contractor shall either rectify or replace such rejected material used for the Work or parts thereof or make alterations necessary to meet the specifications at no cost to the Employer, and shall repeat the test and/or inspection, at no cost to the Employer, upon giving a notice pursuant to GCC Sub-Clause 26.4.
- 26.8 The Contractor agrees that neither the execution of a test and/or inspection of the material used for the Work or any part thereof, nor the attendance by the Employer or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the Contractor from any warranties or other obligations under the Contract.

**27. Liquidated Damages**

- 27.1 Except as provided under GCC Clause 32, if the Contractor fails to deliver any or all of the material used for the Work within the period specified in the Contract, the Employer may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the PCC of the Contract Price for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the PCC. Once the maximum is reached, the Employer may terminate the Contract pursuant to GCC Clause 35.

**28. Warranty**

- 28.1 The Contractor warrants that all the material used for the Work are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 28.2 Subject to GCC Sub-Clause 22.1, the Contractor further warrants that the material used for the Work shall be free from defects arising from any act or omission of the Contractor or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.
- 28.3 Unless otherwise specified in the PCC, the warranty shall remain valid for twelve (12) months after the material used for the Work, or any portion thereof as the case may be, have been delivered / completed to and accepted at the final destination indicated in the PCC.

- 28.4 The Employer shall give Notice to the Contractor stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Employer shall afford all reasonable opportunity for the Contractor to inspect such defects.
- 28.5 Upon receipt of such Notice, the Contractor shall, within the period specified in the PCC, expeditiously repair or replace the defective material used for the Work or parts thereof, at no cost to the Employer.
- 28.6 If having been notified, the Contractor fails to remedy the defect within the period specified in the PCC, the Employer may proceed to take within a reasonable period such remedial action as may be necessary, at the Contractor's risk and expense and without prejudice to any other rights which the Employer may have against the Contractor under the Contract.

**29. Patent  
Indemnity**

- 29.1 The Contractor shall, subject to the Employer's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Employer and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Employer may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:
- (a) the installation of the material used for the Work by the Contractor.

Such indemnity shall not cover any use of the material used for the Work or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the material to be used for the Work or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Contractor, pursuant to the Contract.

- 29.2 If any proceedings are brought or any claim is made against the Employer arising out of the matters referred to in GCC Sub-Clause 29.1, the Employer shall promptly give the Contractor a notice thereof, and the Contractor may at its own expense and in the Employer's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

- 29.3 If the Contractor fails to notify the Employer within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Employer shall be free to conduct the same on its own behalf.
- 29.4 The Employer shall, at the Contractor's request, afford all available assistance to the Contractor in conducting such proceedings or claim, and shall be reimbursed by the Contractor for all reasonable expenses incurred in so doing.
- 29.5 The Employer shall indemnify and hold harmless the Contractor and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Contractor may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Employer.

**30. Limitation of Liability**

- 30.1 Except in cases of gross negligence or willful misconduct:
- (a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the Employer; and
  - (b) the aggregate liability of the Contractor to the Employer, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the PCC, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Contractor to indemnify the Employer with respect to patent infringement.

**31. Change in Laws and Regulations**

- 31.1 Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Employer's country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract

Price shall be correspondingly increased or decreased, to the extent that the Contractor has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

**32. Force Majeure**

- 32.1 The Contractor shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 32.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Contractor that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Contractor. Such events may include, but not be limited to, acts of the Employer in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 32.3 If a Force Majeure situation arises, the Contractor shall promptly notify the Employer in writing of such condition and the cause thereof. Unless otherwise directed by the Employer in writing, the Contractor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**33. Change Orders and Contract Amendments**

- 33.1 The Employer may at any time order the Contractor through Notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:
- (a) drawings, designs, or specifications, where material to be furnished under the Contract are to be specifically manufactured for the Employer;
  - (b) the method of shipment or packing;
  - (c) the place of delivery; and
  - (d) Any other
- 33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Contractor’s performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Contractor for adjustment under

this Clause must be asserted within twenty-eight (28) days from the date of the Contractor's receipt of the Employer's change order.

**34. Extensions of Time**

34.1 If at any time during performance of the Contract, the Contractor or its Subcontractors should encounter conditions impeding timely delivery of the material to be used for the Work pursuant to GCC Clause 12, the Contractor shall promptly notify the Employer in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Contractor's notice, the Employer shall evaluate the situation and may at its discretion extend the Contractor's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Contractor in the performance of its Delivery and Completion obligations shall render the Contractor liable to the imposition of liquidated damages pursuant to GCC Clause 27, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

**35. Termination**

35.1 Termination for Default

(a) The Employer, without prejudice to any other remedy for breach of Contract, by Notice of default sent to the Contractor, may terminate the Contract in whole or in part:

(i) if the Contractor fails to deliver any or all of the material to be used for the Work within the period specified in the Contract, or within any extension thereof granted by the Employer pursuant to GCC Clause 34; or

(ii) if the Contractor fails to perform any other obligation under the Contract.

(b) In the event the Employer terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Employer may procure, upon such terms and in such manner as it deems appropriate, material to be used for the Work or Related Services similar to those undelivered or not performed, and the Contractor shall be liable to the Employer for any additional costs for such similar material to be used for the Work. However, the Contractor shall continue performance of the Contract to the extent not terminated.

- (c) if the Contractor, in the judgment of the Employer has engaged in corrupt and fraudulent practices, as defined in GCC Clause 3, in competing for or in executing the Contract.

#### 35.2 Termination for Insolvency

The Employer may at any time terminate the Contract by giving Notice to the Contractor if the Contractor becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Contractor, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Employer.

#### 35.3 Termination for Convenience

- (a) The Employer, by Notice sent to the Contractor, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Employer's convenience, the extent to which performance of the Contractor under the Contract is terminated, and the date upon which such termination becomes effective.

- (b) The material to be used for the Work that are complete and ready for shipment within twenty-eight (28) days after the Contractor's receipt of the Notice of termination shall be accepted by the Employer at the Contract terms and prices. For the remaining, the Employer may elect:

- (i) *To have any portion completed and delivered at the Contract terms and prices; and/or*
- (ii) to cancel the remainder and pay to the Contractor an agreed amount for partially completed material and for materials and parts previously procured by the Contractor.

### 36. Assignment

- 36.1 The Contractor shall not assign, in whole or in part, its obligations under this Contract, except with prior written consent of the Employer.

# Part II - Particular Conditions of Contract

## Particular Conditions of Contract

The following Particular Conditions of Contract (PCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

### **GCC Sub Clause 1.1(i)**

The Employer's country is Islamic Republic of Pakistan.

### **GCC Sub Clause 1.1(k)**

The Employer is:

Pakistan Cricket Board  
Gaddafi Stadium  
Ferozpur Road, Lahore

**(Hereinafter called the "Employer" which expression shall include the successors legal representatives and permitted assignees)**

### **GCC Sub Clause 1.1 (q)**

The Site is: Gaddafi Stadium Lahore

### **GCC Sub Clause 4.2 (b)**

The version of Incoterms shall be that prevailing on the date of Invitation for Bids.

### **GCC Sub Clause 5.1**

The language shall be: English

### **GCC Sub Clause 7.1 and 7.2**

The procurement is based on National Competitive Bidding.

### **GCC Sub Clause 8.1**

For **notices**, the Employer's address shall be:

Director  
Infrastructure Department  
Pakistan Cricket Board  
Gaddafi Stadium  
Ferozpur Road, Lahore  
Tel: 042-3571-7231-4  
Fax: 042-3571-1860

### **GCC Sub Clause 9.1**

The governing law shall be the Law of Islamic Republic of Pakistan.

### **GCC Sub Clause 10.2**

The formal mechanism for the resolution of disputes shall be as follows:

- a. The rights and obligations of the Parties under or pursuant to these Conditions shall be governed and construed according to the Law of Islamic Republic of Pakistan.
- b. The dispute shall be referred to arbitration and finally settled in Pakistan in accordance with the Pakistan Arbitration Act, 1940, and any amendment or substitution thereof. If the Parties cannot agree to the appointment of a sole arbitrator each Party shall appoint an arbitrator and the arbitrators shall, before entering upon the reference, jointly appoint an umpire. The decision of the arbitrator(s) shall be final and shall not be challenged or assailed in any court on any ground whatsoever.

### **GCC Sub Clause 11.1**

The scope of Work is as described in Schedule-D to Bid.

1. Retention Money would be deducted from each running bill and maximum retention will be 5% of contract price which would be released as below:-
  - a) 50% on issuance of the Certificate of Completion;
  - b) 50% after successful completion of Defect Liability Period (12 Months)

### **GCC Sub Clause 16.4**

The currencies for payments shall be: *Pak Rupees*

### **GCC Sub Clause 18.1**

The Supplier shall furnish a Performance Security in an amount equal to ten percent (10%) of the Contract Price in the form of an unconditional and irrevocable Bank Guarantee issued by a scheduled bank operating in Pakistan. The Performance Security shall remain valid and enforceable until six (6) months after the date of issuance of the Certificate of Completion and shall be released thereafter, subject to the Supplier having duly fulfilled all obligations under the Contract.

### **GCC Sub Clause 18.3**

The Contractor shall provide a Performance Security in the prescribed Form annexed to these Documents in the form of Bank Guarantee from any Scheduled Bank in Pakistan.

The cost of complying with the requirements of this Sub-Clause shall be borne by the Contractor.

### **GCC Sub Clause 18.4**

Discharge of Performance Security shall take place after six (06) days following the date of completion of the Contractor's performance obligations under the Contract, including any warranty obligations.

### **GCC Sub Clause 23.2**

The packing, marking and documentation within and outside the packages shall be: -

*Showing Manufacturers Name, Product details etc.*

**GCC Sub Clause 26.2**

No Pre-Shipment and at Port inspection / testing is required.

**GCC Sub Clause 27.1**

The liquidated damage shall be 0.5 % per day or part thereof

**GCC Sub Clause 27.1**

The maximum amount of liquidated damages shall be 10% of the Bid Amount.

**GCC Sub Clause 28.5**

The Contractor shall correct any defects covered by the Warranty within 30 Days of being notified by the Employer of the occurrence of such defects.

**GCC Sub Clause 30.1**

The amount of aggregate liability shall be: 115% of the Contract Amount.

**SCHEDULE A**

<b>S. No</b>	<b>Description</b>	<b>Ref. MRS, 1st Bi-Annual 2026 (Chap / Item No.)</b>	<b>Unit</b>	<b>Qty</b>
1	Dismantling glazed or encaustic tiles, etc.	4/50.	100Sft	4552.07
2	Cement concrete plain including placing, compacting, finishing and curing complete (including screening and washing of stone aggregate).			
ii)	Ratio: 1:2:4	6/5 f	100Cft	1138.02
3	Providing and laying superb quality Porcelain glazed tiles flooring of Master/ Stile brand or approved equivalent manufacturer of specified size in approved design, Color and Shade with adhesive / bond over 3/4"thick (1 :3) cement plaster i/c the cost of sealer tor finishing the joints i/c cutting grinding complete in all respect as approved and directed by the Engineer Incharge. a) Full b0dy Glazed tiles (Matte Finishing)			
	(iv) 600mm x 1200 mm (24"x48')	10/46 (a-IV)	Sft	4552.07
4	Providing and laying Prepolished Granite of specified thickness and shade of full width of approved quality laid with adhesive bond over 3/4" thick (I :2) cement sand mortor bed, complete in all respect as approved and directed by the Engineer Incharge. (i) 3/4" thick	10/51.	PSft	282.20
5	Core cutting 5" i/d	NS	Each	16.00
6	Providing, laying, cutting, jointing, testing and disinfecting PVC/ uPVC pipe line with working pressure pipe, in trenches, including specials (PS-3051 =3S-3505). complete in all 'respects: b) 4" i/d (100 mm)	23/14 b		32.00

**SCHEDULE B**  
**Delivery and Completion Schedule**

The delivery period shall be: up to 30 Calendar Days, however the qualified bidder shall be required to deliver the goods based on the undertaking submitted in the technical criteria.

<b><u>Item No.</u></b>	<b><u>Description of Work</u></b>	<b><u>Completion Time (Duration)</u></b>	<b><u>Location</u></b>
<b><u>1</u></b>	<b><u>REPLACEMENT OF FLOOR TILES AT 4TH FLOOR TARRACE, OFFICE BUILDING GSL</u></b>	<b><u>Up to 30 calendar days from the award of contract</u></b>	<b><u>Gaddafi Stadium Lahore</u></b>

IN WITNESS the parties hereto have caused this Agreement to be executed in accordance with the laws of Pakistan on the day, month and year indicated above.

Signature of the Contractor

Signature of the Employer

\_\_\_\_\_  
**Name:**  
**Designation:**

\_\_\_\_\_  
**Name:**  
**Designation:**

Witness:  
\_\_\_\_\_  
(Name, Title and Address)

Witness  
\_\_\_\_\_  
(Name, Title and Address)

**TERMS OF REFERENCE (SCOPE/BOQ WITH SPECIFICATIONS)**

<b>S. No</b>	<b>Description</b>	<b>Ref. MRS, 1st Bi-Annual 2026 (Chap / Item No.)</b>	<b>Unit</b>	<b>Qty</b>
1	Dismantling glazed or encaustic tiles, etc.	4/50.	100Sft	4552.07
2	Cement concrete plain including placing, compacting, finishing and curing complete (including screening and washing of stone aggregate).			
ii)	Ratio: 1:2:4	6/5 f	100Cft	1138.02
3	Providing and laying superb quality Porcelain glazed tiles flooring of Master/ Stile brand or approved equivalent manufacturer of specified size in approved design, Color and Shade with adhesive / bond over 3/4"thick (1 :3) cement plaster i/c the cost of sealer tor finishing the joints i/c cutting grinding complete in all respect as approved and directed by the Engineer Incharge. a) Full b0dy Glazed tiles (Matte Finishing)			
	(iv) 600mm x 1200 mm (24"x48')	10/46 (a-IV)	Sft	4552.07
4	Providing and laying Prepolished Granite of specified thickness and shade of full width of approved quality laid with adhesive bond over 3/4" thick (I :2) cement sand mortar bed, complete in all respect as approved and directed by the Engineer Incharge. (i) 3/4" thick	10/51.	PSft	282.20
5	Core cutting 5" i/d	NS	Each	16.00
6	Providing, laying, cutting, jointing, testing and disinfecting PVC/ uPVC pipe line with working pressure pipe, in trenches, including specials (PS-3051 =3S-3505). complete in all 'respects: b) 4" i/d (100 mm)	23/14 b		32.00