

Standard Bidding Document

King Salman Bin Abdullaziz Al Saud Hospital, Islamabad, Pakistan
(Hospital and Allied Buildings)
(Works)

International

Two Stage



June 23, 2026

*Ministry of National Health Services Regulation and Coordination/CDA Islamabad (Ministry of National Health Services Regulation and Coordination/CDA Islamabad), Project Director (ai)
3rd Floor, Kohsar Block, Pak Secretariat, Islamabad
Phone: +92-344-556-6661, Email: j.anwar@unsw.edu.au*

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REQUEST FOR BIDS

PROCUREMENT OF CIVIL WORKS

1. The **Ministry of National Health Services Regulation and Coordination/CDA Islamabad (Ministry of National Health Services Regulation and Coordination/CDA Islamabad)** has reserved Funds for the procurement planned for FY **2026-27**. The **Ministry of National Health Services Regulation and Coordination/CDA Islamabad (Ministry of National Health Services Regulation and Coordination/CDA Islamabad)** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the "**King Salman Bin Abdullaziz Al Saud Hospital, Islamabad, Pakistan (Hospital and Allied Buildings)**".
2. The **Ministry of National Health Services Regulation and Coordination/CDA Islamabad (Ministry of National Health Services Regulation and Coordination/CDA Islamabad)** invites electronic Bids from eligible Bidders for procurement of Works (**King Salman Bin Abdullaziz Al Saud Hospital, Islamabad, Pakistan (Hospital and Allied Buildings)**) described in the bidding documents on **EPADS v2.0**.
3. **Two Stage** will be used by adopting **Least Cost Based Selection (LCBS)** Technique for the subject procurement, in line with the Public Procurement Rules, 2004 and any Regulations, Regulatory Guides, Procurement Guidelines or Instructions issued by the Authority from time to time.
4. All Bids must be accompanied by a Bid Security amounting described in Bid Security Section in Bidding Document in the form of **Pay Order, Banker's Cheque, Call at Deposit, Demand Draft**. Or all bids must be accompanied by bid securing declaration in the format specified in the Bidding documents
5. E-Bidding documents, containing detailed terms & conditions, specifications and requirements etc. are available on **e-Pak Acquisition and Disposal System (EPADS)** at **<https://epads.gov.pk/opportunities/federal/procurements/51656>** for all the interested bidders registered on **EPADS v2.0**. Bidders are required to get

themselves registered on **EPADS v2.0** to participate in Bidding process.

6. The e-bids, prepared in accordance with the instructions in the e-Bidding documents, must be submitted through **EPADS v2.0** on or before **Monday, August 24, 2026 03:00 PM**. E-bids will be opened by using **EPADS v2.0** on the same day at **Monday, August 24, 2026 03:30 PM**. Manual submission of Bids shall not be entertained. Those vendor who have not yet registered on the new version of **EPADS v2.0**, may register themselves on <https://pa.epads.gov.pk/>. A tutorial to explain the registration process is available at <https://www.youtube.com/watch?v=MNW6T38v7tc>.

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

Ministry of National Health Services Regulation and Coordination/CDA Islamabad
(Ministry of National Health Services Regulation and Coordination/CDA
Islamabad), Project Director (ai)
3rd Floor, Kohsar Block, Pak Secretariat, Islamabad
+92-344-556-6661
j.anwar@unsw.edu.au



Instructions to Bidders

A. INTRODUCTION

1. Scope of Bid

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

2. Source of Funds

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

3. Eligible Bidders

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

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

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

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

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

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

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

3.3.2. have controlling shareholders in common; or

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

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

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

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

3.4. A Bidder may be ineligible if -

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

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

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

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

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

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

4. Eligible Material and Equipment

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

B. BIDDING DOCUMENTS

5. Contents of Bidding Documents

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

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

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

5.2. The bidder is expected to examine all instructions, forms, specifications, terms and conditions prescribed in the bidding documents. Failure to furnish all the information required in the bidding documents will be at the bidder's risk and may result in the rejection of his bid.

6. Clarification of Bidding Document, Pre-bid Meeting

6.1. A prospective bidder requiring any clarification of the bidding document may notify the Procuring agency/Employer through **EPADS v2.0**.

6.2. The Procuring agency/Employer shall respond to the request for clarification in accordance with the Public Procurement Rules 2004, Rule No.31 i.e. **Clarification of bids**.

6.3. Should the Procuring Agency deem it necessary to amend the BIDDING document as a result of a clarification, it shall do so following the procedure under **ITB 7**.

6.4. If indicated in the **BDS**, the bidder's designated representative is invited at the bidder's cost to attend a pre-bid meeting at the place, date and time mentioned in the BDS. During this pre-bid meeting, prospective bidders may request clarification of the schedule of requirement, the evaluation criteria or any other aspects of the bidding documents.

6.5. Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by bidders, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be uploaded on **EPADS v2.0**. Any modification to the bidding documents that may become necessary as a result of the pre-bid meeting shall be made by the Procuring agency/Employer exclusively through the use of an Addendum pursuant to **ITB 7**. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

6.6. The bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the bidder's own expense.

6.7. The bidder and any of its authorized personnel will be granted permission by the Procuring agency/Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the bidder and its personnel will release and indemnify the Procuring agency/Employer from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

7. Amendment of Bidding Documents

7.1. The procuring agency may issue notification of any change, addition, modification or deletion in accordance with the PP Rules 2004, rule no. 23 i.e. **Bidding Documents**.

7.2. To give prospective bidders reasonable time in which to take an addendum/corrigendum into account in preparing their bids, the Procuring

agency/Employer may, at its discretion, extend the deadline for the submission of bids:

*Provided that the Procuring agency/Employer shall extend the deadline for submission of bid in pursuance of PP Rules 2004, rule no. 27 i.e. **Extension of time for submission of bids**, if such an addendum is issued within last three (03) days of the bid submission deadline.*

C. PREPARATION OF BIDS

8. Language of Bid

8.1. The bid prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and the Procuring agency/Employer shall be written in the English language unless specified in the **BDS**. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation of the relevant pages in the English language unless specified in the **BDS**, in which case, for purposes of interpretation of the bidder, the translation shall govern.

9. Documents Constituting the Bids

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

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

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

10.1.1. Documentary evidence established in accordance with **ITB 10** that the material and equipment to be utilized by the Bidder for the executions of works are eligible material and equipment and conform to the Bidding Documents;

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

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

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

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

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

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

10.1.8. Any other document required in the **BDS**.

10.2. In addition to the requirements, bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all members and submitted with the bid, together with a copy of the proposed Agreement.

10.3. The bidder shall furnish, as part of its bid, all those documents establishing the eligibility in conformity to the terms and conditions specified in the bidding documents for all material, equipment and works which the bidder proposes to execute.

10.4. The documentary evidence of conformity of the material, equipment and works to the Bidding Documents may be in the form of literature, drawings, and data, and shall consist of:

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

10.4.2. an item-by-item commentary on the Procuring agency/Employer's Technical Specifications demonstrating substantial responsiveness of the material, equipment and works to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications;

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

10.5. The required documents and other accompanying documents must be in English. In case any other language than English is used the pertinent translation into English shall be attached to the original version.

11. Documents Establishing Eligibility and Qualification of the Bidder

11.1. The bidder shall furnish, as part of its bid, all those documents establishing the bidder's eligibility to participate in the bidding process and/or its qualification to perform the contract if its bid is accepted.

11.2. The documentary evidence of the bidder's eligibility to bid shall establish to the satisfaction of the Procuring agency/Employer that the bidder, at the time of submission of its bid, is from an eligible country as defined in Section-IV titled as "Eligible Countries".

11.3. The documentary evidence of the bidder's qualification to perform the contract if its bid is accepted shall establish to the satisfaction of Procuring agency/Employer that:

11.3.1. The bidder has the financial and technical capability necessary to perform the Contract, meets the qualification criteria specified in Section-V, Evaluation and Qualification Criteria and **BDS**.

11.3.2. In the case of a bidder not doing business within Pakistan, the bidder is or will be (if awarded the contract) represented by a local bidder (Joint Venture) in accordance with the PEC works bylaws, and in case of award of works such foreign firm is required to participate in the execution of works to carry out its obligations as prescribed in the Conditions of Contract and /or Technical Specifications.

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

12. **Forms of Bid**

12.1. The Bidder shall fill the Form of Bids furnished in the bidding documents. The Bids Form must be completed without any alterations to its format and no substitute shall be accepted.

13. **Bid Prices**

13.1. The bid prices quoted by the bidder in the Standard bid Forms, Bill of Quantities and in the Price Schedules shall conform to the requirements specified below or exclusively mentioned hereafter in the bidding documents.

13.2. The bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. If a Price Schedule shows items listed but not priced, their prices shall be construed to be included in the prices of other items in the Bill of Quantities and will not be paid for separately by the Procuring agency/Employer.

13.3. Items not listed in the Price Schedule shall be assumed not to be included in the bid, and provided that the bid is still substantially responsive in their absence or due to their nominal nature, the corresponding average price of the respective item(s) of the remaining substantially responsive bidder(s) shall be construed to be the price of those missing item(s):

Provided that:

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

13.3.2. where there is provision for alternate proposals and the respective items are not listed in the other bids,

The Procuring agency/Employer may fix the price of missing items in accordance with market survey, and the same shall be considered as final price.

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

13.5. Unless otherwise specified in the **BDS** and the Contract, the rates and prices quoted by the bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract.

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

13.7. Prices quoted by the Bidder shall be fixed during the bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable price will be treated as non-responsive and shall be rejected, pursuant to **ITB 27**, unless otherwise price adjustment is permissible under Conditions of the Contract.

13.8. All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date twenty-eight (28) days prior to the deadline for submission of bids, shall be included in the rates and prices and the total bid price submitted by the bidder.

14. Currencies of Bid and Payment

14.1. Prices shall be quoted in Pakistani Rupees unless otherwise specified in the **BDS**. Comparison of bids and tie of bid shall be treated in accordance with the PP rules 2004, rule no. 30.

15. Documents Comprising the Technical Proposal

15.1. The bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section VII - Standard Bid Forms, in sufficient detail to demonstrate the adequacy of the bidder's proposal to meet the work requirements and the completion time.

16. Bid Validity Period

16.1. Bids shall remain valid for the period specified in the BDS after the bid submission deadline prescribed by the Procuring agency/Employer. A bid valid for a shorter period shall be rejected by the Procuring agency/Employer as non-responsive. The period of bid validity will be determined from the complementary bid securing instrument i.e. the expiry period of bid security or bid securing declaration as the case may be.

16.2. Under exceptional circumstances, prior to the expiration of the initial Bids/Bid validity period, the Procuring Agency may request the Bidders' consent to an extension of the period of validity of their Bids/Bid. Such request for extension of the period of bid validity shall be carried out in accordance with the PP rules 2004, rule no. 26 i.e. Bid Validity.

17. Bid Security or Bid Securing Declaration

17.1. Pursuant to ITB 11.1 unless otherwise specified in the BDS, the bidder shall furnish as part of its bid, a Bid Security in accordance with the PP Rules 2004, rule no. 25 in the amount and currency specified in the BDS or Bid Securing Declaration as specified in the BDS in the format provided in Section VII (Standard Bidding Forms).

In case Procuring agency/Employer is inviting bids in lots / packages, the bidder shall be required to submit his bid security against the respective lot/package for which he is submitting his bid.

Until the development of functionality of auto verification of financial instrument in **EPADS v2.0**, the scanned copy of bid security or bid securing declaration, as the case may be, shall be uploaded on **EPADS v2.0** whereas the original instrument to be submitted to the procuring agency before closing of bid submission deadline,

17.2. The Bid Security shall be denominated in the local currency or in another freely convertible currency, and it shall be in the form specified in the BDS which shall be in any of the following:

17.2.1. A bank guarantee, an irrevocable letter of credit issued by a Scheduled bank in the form provided in the Bidding Documents or another form acceptable to the Procuring agency/Employer and valid for twenty-

eight (28) days beyond the end of the validity of the Bid. This shall also apply if the period for Bid Validity is extended. In either case, the form must include the complete name of the bidder;

17.2.2. A cashier's or certified cheque; or

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

17.3. The Bid Security or Bid Securing Declaration shall be in accordance with the Form of the Bid Security or Bid Securing Declaration included in Section VII (Standard Bidding Forms) or another form approved by the Procuring agency/Employer prior to the bid submission.

17.4. The Bid Security shall be payable promptly upon written demand by the Procuring agency/Employer in case any of the conditions listed in **ITB 17.9** are invoked.

17.5. Any bid not accompanied by a Bid Security or Bid Securing Declaration in accordance with **ITB 17.1 or 17.3** shall be rejected by the Procuring agency/Employer and shall be declared as non-responsive bid, pursuant to **ITB 27**.

17.6. Unsuccessful bidders' Bid Security will be discharged or returned as promptly as possible, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Procuring agency/Employer pursuant to **ITB 16**. The Procuring agency/Employer shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, after whichever of the following that occurs earliest:

17.6.1. The expiry of the Bid Security;

17.6.2. The entry into force of a procurement contract and the provision of a performance security (or guarantee), for the performance of the contract if such a security (or guarantee), is required by the Bidding documents;

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

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

17.7. The successful bidder's Bid Security will be discharged upon the bidder signing the contract pursuant to **ITB 40**, or furnishing the performance security (or guarantee), pursuant to **ITB 41**.

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

if a Bidder:

17.8.1. Withdraws its Bid during the period of Bid Validity as specified by the Procuring agency/Employer, and referred by the bidder on the Form of Bid except as provided for in ITB 16.2; or

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

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

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

17.9. In case of Bid Security issued by the foreign bank is allowed by the Procuring agency/Employer, the same should be counter guaranteed by a corresponding bank in Pakistan. Furthermore, in case of joint venture, it should be in the name of Joint venture to ensure joint responsibility. In case the JV is not legally constituted at the time of bid submission, the bid security or bid securing declaration shall be in the names of all future members as named in the letter of bid.

18. **Withdrawal of Bids**

18.1. Before bid submission deadline, any bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and the corresponding must accompany the respective written notice.

19. **Format and Signing of Bid**

19.1. The Bidder shall prepare and submit Bids through EPADS with due diligence after carefully reading all the terms and condition before bid submission deadline.

D. SUBMISSION OF BIDS

20. Submission of Bids

20.1. All bids shall be submitted through **EPADS v2.0**.

21. Deadline for Submission of Bids

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

21.2. The Procuring agency/Employer may, under exceptional circumstances and at its discretion, extend the deadline for the submission of bids, pursuant to PP Rules 2025, rule no.39 Extension of Time for submission of bid, by amending the Bidding Documents in accordance with ITB 7, in which case all rights and obligations of the Procuring agency/Employer and bidders previously subject to the deadline will thereafter be subject to the new deadline.

22. Substitution and Modification of bids

22.1. A bidder may substitute or modify his bid after it has been submitted, provided that written notice of the substitution or modification of the bid, is received by the Procuring agency/Employer prior to the deadline for submission of bids.

22.2. Revised bid may be submitted after the substitution or modification made in the original bid in accordance with the provisions referred in ITB 18.

E. OPENING AND EVALUATION OF BIDS

23. Opening of Bids

23.1. The Procuring Agency will open bids in accordance with the PP rules 2004, rule no 28 and as specified in the **BDS**.

24. Confidentiality

24.1. Information relating to the examination, clarification, evaluation and comparison of bids and recommendation of contract award shall not be disclosed to bidders or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report.

25. Clarification of Bids

25.1. Clarification of Bidding Documents shall be carried out in accordance with the PP Rules 2025, rule no 38 i.e. Clarifications.

25.2. The alteration or modification in the bid which in any case affect the following parameters will be considered as a change in the substance of a bid:

- 25.2.1. evaluation & qualification criteria;
- 25.2.2. required scope of work;
- 25.2.3. contract price;
- 25.2.4. all securities requirements;
- 25.2.5. tax requirements;
- 25.2.6. terms and conditions of bidding documents.
- 25.2.7. change in the ranking of the bidder

26. Preliminary Examination of Bids

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

26.1.1. meets the eligibility criteria defined in ITB 3 and ITB 4;

26.1.2. has been prepared as per the format and contents defined by the Procuring agency/Employer in the bidding documents;

26.1.3. has been properly signed;

26.1.4. is accompanied by the required securities; and

26.1.5. is substantially responsive to the requirements of the bidding documents.

The Procuring agency/Employer's determination of a bid's substantial responsiveness will be based on the contents of the bid itself.

26.2. A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one that: -

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

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

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

26.3. The Procuring agency/Employer will confirm that the documents and information specified under ITB 9, 10 and 11 have been provided in the bid. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Bidders, the bid shall be rejected.

26.4. The Procuring agency/Employer may waive-off any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

Explanation: A minor informality, non-conformity or irregularity is one that is merely a matter of form and not of substance. It also pertains to some

immaterial defect in a Bid or variation of a bid from the exact requirements of the invitation that can be corrected or waived without being prejudicial to other bidders. The defect or variation is immaterial when the effect on quantity, quality, or delivery is negligible when contrasted with the total cost or scope of the works. The Procuring agency/Employer either shall give the bidder an opportunity to cure any deficiency resulting from a minor informality or irregularity in a bid or waive the deficiency, whichever is advantageous to the Procuring agency/Employer. Examples of minor informalities or irregularities include failure of a bidder to –

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

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

26.4.3. the firm submitting a bid has formally adopted or authorized, before the date set for opening of bids, the execution of documents by typewritten, printed, or stamped signature and submits evidence of such authorization and the bid carries such a signature.

26.5. Provided that a Technical Bid is substantially responsive, the Procuring agency/Employer may request the bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Technical Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any such aspect of the technical Proposal linked with the ranking of the bidders. Failure of the bidder to comply with the request may result in the rejection of its bid.

26.6. Provided that a Technical Bid is substantially responsive, the Procuring agency/Employer shall rectify quantifiable nonmaterial nonconformities or omissions related to the Financial Proposal. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the missing or nonconforming item or component.

26.7. If a bid is not substantially responsive, it will be rejected by the Procuring agency/Employer and may not subsequently be evaluated for

complete technical responsiveness.

27. Examination of Terms and Conditions; Technical Evaluation

27.1. The Procuring agency/Employer shall examine the bid to confirm that all terms and conditions specified in the GCC and the PCC have been accepted by the bidder without any material deviation or reservation.

For this purpose:

“Deviation” means departure from the requirements specified in the Bidding Document.

“Reservation” means setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document.

27.2. The Procuring agency/Employer shall evaluate the technical aspects of the bid submitted in accordance with ITB 30, to confirm that all requirements specified in Section VI - Works Requirement, Technical Specifications of the Bidding Documents have been met without material deviation or reservation.

27.3. If after the examination of the terms and conditions and the technical evaluation, the Procuring agency/Employer determines that the bid is not substantially responsive in accordance with ITB 27, it shall reject the bid.

28. Correction of Arithmetic Errors

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

28.1.1. if there is a discrepancy between unit prices and the sub-total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the sub-total price shall be corrected, unless in the opinion of the Procuring agency/Employer there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;

28.1.2. if there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail, and the total shall be corrected; and

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

28.1.4. Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.

28.2. The amount stated in the Bid will, be rectified by the Procuring agency/Employer in accordance with the above procedure for the correction of errors and, with, the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount, its bid shall be rejected after forfeiture of Bid Security or execution of the Bid Securing Declaration, as the case may be, in accordance with ITB 41.3.

29. Conversion to Single Currency

29.1. The unit rates and the prices shall be quoted by the bidder entirely in Pak rupees. A bidder expecting to incur expenditures in other currencies for inputs to the Works from outside the Procuring agency/Employer's country (referred to as the "Foreign Currency Requirements") shall indicate the same in the letter of bid-financial proposal. The proportion of the Bid Price (excluding Provisional Sums) needed by him for the payment of such Foreign Currency Requirements either (i) entirely in the currency of the Bidder's home country or, (ii) at the bidder's option, entirely in Pak rupees provided always that a bidder expecting to incur expenditures in a currency or currencies other than those stated in (i) and (ii) above for a portion of the foreign currency requirements, and wishing to be paid accordingly, shall indicate the respective portions in his bid. Comparison of bids quoted in different currencies and conversion of bids into a single currency shall be carried out in accordance with the PP Rule 2004, rule no. 30 (2).

30. Evaluation of Bids

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

30.2. In evaluating the Technical Proposal of each Bid, the Procuring agency/Employer shall use the criteria and methodologies listed in the BDS and in terms of works requirement. No other evaluation criteria or methodologies shall be permitted.

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

30.3.1. the bid price, excluding provisional sums and the provision, if any, for contingencies in the summary bill of quantities, but including day work items, where priced competitively;

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

30.4. The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.

30.5. If these bidding documents allow bidders to quote separate prices for different lots, and the award to a single bidder of multiple lots, the methodology of evaluation to determine the lowest evaluated lot combinations in the Form of Bid, is specified in the BDS.

30.6. If the bid, which results in the Evaluated Bid Price (Successful Bid), is seriously unbalanced or front loaded in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the performance security be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.

Explanation:

“Unbalanced” or “front-loaded” bids consist of deliberately submitting bids with artificially high prices or unit rates for the early stages of a construction project, offset by artificially low prices or unit rates for the later stages of the project, to improve the contractor’s cash flow.

31. Domestic Preference

31.1. If the BDS so specifies, the Procuring agency/Employer will grant a margin of preference to the domestic contractor in line with the rules, regulations, regulatory guides or instructions issued by the Authority from time to time.

32. Determination of Successful Bid

32.1. The Procuring agency/Employer shall compare the evaluated bids in accordance with the predefined bidding procedure, of all substantially responsive bids to determine the Successful bidder.

33. Qualification of Bidder

33.1. The Procuring agency/Employer shall determine to its satisfaction whether the bidder is substantially responsive and whose bid is declared as Successful bid either continues to meet (if prequalification applies) or meets (if post-qualification applies) the qualifying criteria specified in Evaluation and Qualification Criteria.

Note: In case of international bidding, the parameters for incorporation or licensing within Pakistan may be fulfilled as part of post qualification.

33.2. The determination shall be based upon an examination of the documentary evidence of the bidder’s qualifications submitted by the bidder, pursuant to ITB 11.

33.3. Prior to contract award, the Procuring agency/Employer will verify that the successful bidder (including each member of a JV) is not blacklisted/debarred. The Procuring agency/Employer will conduct the same verification for each sub-contractor proposed by the successful bidder.

34. Sub-Contractors

34.1. The bidder shall provide details regarding any specialized sub-contractor to the Procuring agency/Employer. In case change of sub-contractors, the bidder shall promptly notify the Procuring agency/Employer and obtain approval for replacement of sub-contractors.

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

35. Abnormally Low Financial Bid

35.1. A procuring Agency may reject abnormally low bids in accordance with the PP Rules 2025 rule no. 43. The decision of the Procuring agency/Employer to reject a bid and reasons for the decision shall be recorded in the procurement proceedings and promptly communicated to the bidder concerned. Moreover, the Procuring agency/Employer shall not incur any liability solely by rejecting abnormally bid

Guidance for Procuring agency/Employer:

An abnormally low bid means, in the light of the Procuring agency/Employer's estimate and of all the bids submitted, the bid appears to be abnormally low by not providing a margin for normal levels of profit. In order to identify the Abnormally Low Bid (ALB) following approaches can be considered to minimize the scope of subjectivity:

35.1.1. Comparing the bid price with the cost estimate;

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

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

35.2. The Procuring agency/Employer will determine to its satisfaction whether the bidder that is selected as having submitted the successful bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB 11

35.3. The determination will take into account the bidder's financial and technical capabilities. It will be based upon an examination of the

documentary evidence of the bidder's qualifications submitted by the bidder, pursuant to ITB 11, as well as such other information as the Procuring agency/Employer deems necessary and appropriate. Factors not included in these bidding documents shall not be used in the evaluation of the bidders' qualifications.

35.4. Procuring agency/Employer may seek "Certificate for Independent Price Determination" from the bidder and the results of reference checks may be used in determining award of contract.

Explanation: *The Certificate shall be furnished by the bidder. The bidder shall certify that the price is determined keeping in view of all the essential aspects such as raw material, its processing, value addition, optimization of resources due to economy of scale, transportation, insurance and margin of profit etc.*

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

F. AWARD OF CONTRACT

36. Criteria of Award

36.1. Subject to ITB 36 and 37, the Procuring agency/Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has been declared as Successful Bidder, provided that such bidder has been determined to be:

36.1.1. eligible in accordance with the provisions of ITB 3;

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

36.1.3. Successful negotiations have been concluded, if any.

37. Negotiations

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

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

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

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

37.1.4. finalizing payment arrangements;

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

37.2. Where negotiation fails to result into an agreement, the Procuring agency/Employer may invite the next ranked bidder for negotiations. Where negotiations are commenced with the next ranked bidder, the Procuring agency/Employer shall not reopen earlier negotiations.

38. Procuring agency/Employer's Right to reject All Bids

38.1. The procuring agency has the right to reject all bids in accordance with the PP Rules 2025 rule no. 45. However, the Authority (i.e. PPRA) may call from the Procuring agency/Employer the justification of those grounds.

39. Notification of Award

39.1. The procuring agency shall announce and publish the evaluation result in accordance with the PP Rules 2004, rule no. 40.

39.2. Where no complaints have been lodged, the bidder whose bid has been accepted will be notified of the award by the Procuring agency/Employer prior to expiration of the bid validity period through EPADS. However, the Procuring agency/Employer shall not award any procurement contract at least for five (05) days after the announcement of final evaluation report. The notification letter (herein after and in the condition of the contract and contract form called "Letter of Acceptance"

will specify the sum that the Procuring agency/Employer will pay the successful bidder in consideration for the execution and completion of the works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).

39.3. The notification of award will constitute the formation of the Contract, subject to the bidder furnishing the Performance Security (or guarantee) in accordance with ITB 41 and signing of the contract in accordance with ITB 40.

39.4. Upon the successful bidder's furnishing of the performance security (or guarantee) pursuant to ITB 41, the Procuring agency/Employer will promptly notify each unsuccessful bidder, the name of the successful bidder and the Contract amount and will discharge the Bid Security or Bid Securing Declaration of the bidder(s) pursuant to ITB 17.

40. Signing of Contract

40.1. Promptly after notification of award, Procuring agency/Employer shall send the successful bidder the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract.

40.2. Immediately after the Redressal of grievance by the GRC, and after fulfillment of all conditions precedent of the Contract Form, the successful bidder and the Procuring agency/Employer shall sign the contract.

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

41. Performance Security (or Guarantee)

41.1. After the receipt of the Letter of Acceptance, the successful bidder, within the specified time, shall deliver to the Procuring agency/Employer a Performance Guarantee in the amount and in the form stipulated in the BDS and PCC, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.

41.2. If the Performance Guarantee is provided by the successful bidder and it shall be in the form specified in the BDS which shall be in any of the

following:

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

41.2.2. irrevocable letter of credit issued by a scheduled bank of Pakistan or in the case of an irrevocable letter of credit issued by a foreign bank, the letter shall be confirmed or authenticated by a scheduled bank of Pakistan;

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

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

Any Performance Guarantee submitted shall be enforceable in Pakistan.

41.3. Failure of the Most Advantageous Bidder to comply with the requirement of ITB 40 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security or declare blacklisted (in case bid securing declaration is submitted) in which event the Procuring agency/Employer may make the award to the next most advantageous bidder or reinitiate the procurement process afresh (as a case may be).

42. Advance Payment

42.1. Advance payment will be provided to the bidder in percentage and in the manner as agreed by the both parties in terms of Conditions of the Contract.

42.2. The Procuring agency/Employer will provide an advance payment as stipulated in the Conditions of Contract, subject to a maximum amount, as stated and/or Conditions of the Contract. The advance payment request shall be accompanied by an advance payment security (guarantee) in the form provided in Section X. For the purpose of receiving the advance payment, the bidder shall make and estimate of, and include in its bid, the expenses that will relate to the purchase of equipment, machinery, materials, and on the engagement of labor during the first month beginning with the date of the Procuring agency/Employer's "Notice to Commence" as specified in the PCC.

43. General Performance of the Bidders

43.1. The Procuring agency/Employer reserves the right to obtain information regarding performance of the bidders on their previously awarded contracts / works. The Procuring agency/Employer may seek information / report from the previous employer for consideration. However, the Procuring agency/Employer shall incorporate such parameters in the evaluation criteria and accordingly decide the fate of the bid submitted.

44. Corrupt & Fraudulent Practices

44.1. Procuring agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/Suppliers/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts, and will avoid to engage in any corrupt and fraudulent practices.

G. GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM

45. Grievance Redressal

45.1. Grievance Redressal shall be carried out in accordance with the PP Rules 2025, rule no. 65 i.e. Redressal of grievances by the procuring agency and "Redressal of Grievances Regulations 2021".

H. MECHANISM OF BLACKLISTING

46. Mechanism of Blacklisting

46.1. The Procuring agency/Employer shall proceed Blacklisting of Bidders/Contractors in accordance with PP Rules 2025, rule no.25 i.e. Blacklisting and "Blacklisting and Debarment of Bidders or Contractors Regulations 2024.



Bid Data Sheet

Bid Data Sheet (BDS)

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

A. Introduction

ITB Number

Amendments of, and Supplements to, Clauses in the Instruction to Bidders

ITB Number1.1

Name of Procuring agency/Employer: **Ministry of National Health Services Regulation and Coordination/CDA Islamabad (Ministry of National Health Services Regulation and Coordination/CDA Islamabad)**

The subject of procurement is: **King Salman Bin Abdullaziz Al Saud Hospital, Islamabad, Pakistan (Hospital and Allied Buildings)**

Period for completion of the works **2 Years**

Commencement date execution of the works: **30 Days**

Type of Procurement:**International**

ITB Number2.1

Financial year for the operations of the Procuring agency/Employer: **2026-27**

Name of Project [insert: name and summary description of the Project if any]

Name of financing institution: [insert: name if any]

Name and identification number of the Contract: **P51656**

ITB Number3.1

JV/Consortium or Association Allowed: **Yes**

Maximum number of members in the joint venture shall be: **3**.

B. Bidding Documents

ITB Number6.4

The Bidders may seek clarifications through **EPADS v2.0: Last Clarification Date: Friday, August 7, 2026**

Pre-Bid Meeting: Monday, July 27, 2026 03:00 PM

Meeting Link: <https://unsw.zoom.us/j/83326637142>

C. Preparation of Bids

ITB Number8.1

The Language of all correspondences and documents related to the Bid is: **English**

ITB Number 5.1 & 9.1

The following documents must be included to constitute the Bid

1. Valid registration of the Lead Member in their respective country.
2. For local firms, a valid PEC license in category CA and a Certificate of Registration from SECP or the registrar of Firms. Foreign firms must attach a similar certificate from their home country.
3. Certificate of registration with Income Tax & Sales Tax under the relevant authorities. Foreign firms must attach a similar certificate from their home country.
4. Affidavit on non-judicial stamp paper that non-performance of a contract did not occur within the last ten years, based on information on all settled disputes or litigation
5. Judicial Affidavit declaring “Neither the firms nor their Directors, Stakeholders, as a whole or as a part of the firm, have ever been blacklisted/ defaulted by any government agency/ department/organization”.

ITB Number9.4 (b)

Other procurement specific documentation requirements are:

The applicants (Firm/ Joint Venture - maximum up to 03 companies) fulfilling the following basic eligibility criteria shall only be considered for further evaluation (relevant documents to be attached):

1. Valid registration of the Lead Member in their respective country.
2. For local firms, a valid PEC license in category CA and a Certificate of Registration from SECP or the registrar of Firms. Foreign firms must attach a similar certificate from their home country.
3. Certificate of registration with Income Tax & Sales Tax under the relevant authorities. Foreign firms must attach a similar certificate from their home country.
4. Affidavit on non-judicial stamp paper that non-performance of a contract did not occur within the last ten years, based on information on all settled disputes or litigation.
5. Judicial Affidavit declaring “Neither the firms nor their Directors, Stakeholders, as a whole or as a part of the firm, have ever been blacklisted/ defaulted by any government agency/ department/organization”.

Note: In the case of a joint venture, all members must meet the aforementioned basic Eligibility Criteria in full. For foreign firms, registration with PEC will not be mandatory for technical qualification.

ITB Number12.4

The Bid price will be/will not be subject to the price adjustment **Nil**.

ITB Number12.6

The Bid price shall be adjusted in accordance with Schedule-A to Bid – “Schedule of Adjustment Data” if available.

ITB Number13.1

Bidders to quote entirely in **Pak rupees (PKR)**

ITB Number15.1

The Bid Validity period shall be **120 Days** days.

ITB Number16.1

The amount of Bid Security shall be (insert amount)

The currency of the Bid Security shall be: **PKR**.

ITB Number16.2

The Bid Security shall be in the form of:**Pay Order, Banker's Cheque, Call at Deposit, Demand Draft**

D. Submission of Bids

ITB Number19.1

The deadline for Bid submission is:**Monday, August 24, 2026 03:00 PM**

Address for submission of Original Bid Security:**3rd Floor, Kohsar Block, Pak Secretariat, Islamabad**

ITB Number21.1

The Bid opening shall take place at:**EPADS v2.0**

Day : **Monday**

Date: **August 24, 2026**

Time : **03:30 PM**

ITB Number27.1

The currency that shall be used for Bid evaluation and comparison purposes to convert all Bid prices expressed in various currencies is: **PKR Only**

The source of exchange rate shall be: **Nil**

The date of exchange rate shall be: **Nil**

ITB Number28.2 &28.5

Least Cost Based Selection (LCBS)

see Evaluation Criteria

ITB Number29.1

Domestic preference to apply.

Domestic preference:**No**

Preference to domestic or national suppliers or contractors shall be provided in accordance with policies of the Federal Government and/or in accordance with the regulations issued by the Authority.

If Yes, The percentage for the domestic preference alongwith calculation formula is provided in the evaluation and qualification criteria.

ITB Number32.2

Sub-contracting is allowed? : **No**

No% of the total value of the contract.

39.1 The Performance Security (or guarantee) shall be **10.00%**

39.2 The Performance Security (or guarantee) shall be in the form of:**Bank Guarantee**

Eligibility Criteria

Bidder's Type	Required Registration
Company (Private Limited)	FBR (NTN)
Company (Public Limited)	FBR (GSTN)
State Owned Enterprise (Private Limited)	SECP
State Owned Enterprise (Public Limited)	PEC

Eligibility Criteria	Document
Valid Registration with PEC in Category C-A (In case of JV the Local partner shall provide this registration)	Yes
Relevant Specialization Codes CE-01 (i & ii), CE-02 (ii & x), CE-9, CE-10, CE-11 (i, vii, ix), EE-01, EE 03 to EE- 06, EE11 (i, ii, iii & vi) ME-01, ME-02, ME-03 (i, & iii), ME-04, ME-06 BC-01 (In case of JV the Local partnershall provide these codes). Note: The Bidder, whether a Single Entity, Joint Venture (JV), or Consortium, may meet the specialized code requirements collectively.	Yes
A certificate from the Bank shall be provided in original by the firm/consortium/JV in support of financing of PKR. 2000-Million or equivalent in foreign currency to be available within one month to execute the project.	Yes
Registration and/or Tax number from the relevant Tax agency of each JV partner.	Yes
Undertaking that non-performance has never occurred by the firm during the past 10-years. This undertaking shall be provided on PKR.1,000/- non-judicial stamp paper. Foreign company to submit undertaking dulyattested from their notary public (All JV Partners must provide this undertaking).	Yes
Undertaking regarding non-blacklisting of Firm on PKR.1000/- non-judicial stamp paper. Foreign company to submit undertaking duly attested from their notary public (All JV Partners must provide this undertaking).	Yes

Provide the following of the last three (03) financial years (All JV Partners).i) Audited Financial Statementsii) Bank credit facility confirmationsiii) Tax clearance certificates

Yes



Evaluation Criteria

Least Cost Based Selection (LCBS)

Technical Marks	100
Passing Marks	70
Experience - International Lead Partner	
International Lead Partner - Projects of the following nature and complexity completed by the Firm/Consortium. The scope shall include construction of Civil, Electrical, Mechanical, Plumbing, and Bio-Medical works, including infection control and healthcare IT Two (02) projects @ 10 marks each project with 1.5 marks for JCI/accredited hospital; 1 mark for LEED-certified hospital. (Qualitative)(Doc Required)	25
Experience - Local	
A Project of the following nature and complexity (completed): including Civil, MEP, and Finishing Works, comprising MEP and Construction. (Qualitative)(Doc Required)	10
Personnel Capabilities	
Project Manager - Structural Designer/Engineer - MEP Design Engineer - Interior Designer - Civil Engineer - Mechanical Engineer - Electrical Engineer - Environmental Engineer - Contracts Engineer - Biomedical Engineer - Planning Engineer - Infection Control Specialist - IT Engineer - Materials Engineer - Chief Surveyor (Details attached in Annex I). (Qualitative)(Doc Required)	15
Equipment Capabilities (Onwed)	

Mobile Crane Capacity min. 50-tons, Tower Crane Capacity min. 12 tons, Welding Plant, Compressor and Gen. set, Excavator with 2 Dumper Trucks, Vibratory Roller, Forklift lifter and front-end loader, Formwork (min.100,000 sft), Concrete batching Plant, Transit Mixers, Concrete Pump, Total Station (Motorized/Robotic Control) – Details at Annex - 1 (Qualitative)(Doc Required)	20
Financial Soundness	
Available Bank Credit Line - Average Working Capital of last financial year - Audited Balance sheets of last three (03) financial years (Details at Annex I) (Qualitative)(Doc Required)	30

Jobs/Lots

Jobs Without Lots :

Job	Delivery Schedule	Quantity	Bid Security
King Salman Bin Abdulaziz Al Saud Hospital Tarlai, Islamabad (Details of BoQs, Drawing and Specs attached in Annexures)	Address: Tarlai, Islamabad Schedule: 700 Quantity: 1/Qty	1	200200000

Related Services :

No



Work Specifications and Market Rates

Jobs Without Lots :

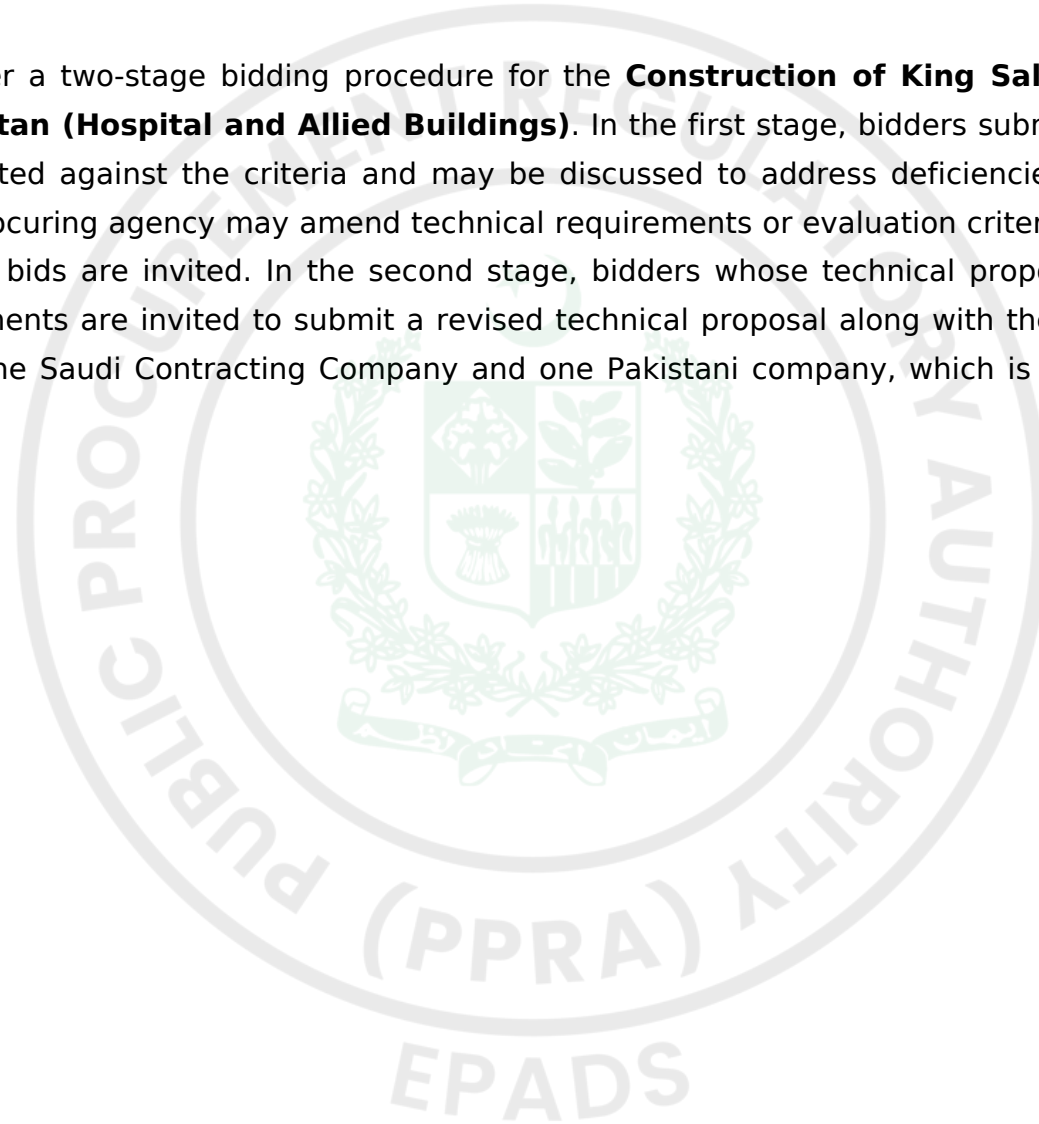
Job: King Salman Bin Abdulaziz Al Saud Hospital Tarlai, Islamabad (Details of BoQs, Drawing and Specs attached in Annexures)

Specifications / Requirements:

Sr. No	Ref. No.	Description	Unit	Qty	Rate	Amount
1	A	Construction of King Salman Bin Abdullaziz Al Saud Hospital, Islamabad, Pakistan	sft	507526		13,000,000,000
					GRAND TOTAL:	Rs13,000,000,000.00

Scope of Work

CDA invites sealed bids under a two-stage bidding procedure for the **Construction of King Salman Bin Abdullaziz Al Saud Hospital, Islamabad, Pakistan (Hospital and Allied Buildings)**. In the first stage, bidders submit a technical proposal without a price. Proposals are evaluated against the criteria and may be discussed to address deficiencies. Bidders are then allowed to revise their proposals. The procuring agency may amend technical requirements or evaluation criteria, provided that all bidders are equally informed before final bids are invited. In the second stage, bidders whose technical proposals are not rejected and who agree to the revised requirements are invited to submit a revised technical proposal along with the financial proposal. The Bidder must be in JV with at least one Saudi Contracting Company and one Pakistani company, which is mandatory to comply with SFD conditions.



Price Schedule

For Individual Jobs

#	Job Title	Quantity	Unit Price (PKR)	Total Price (PKR)	Delivery Location	Delivery Period / Year	Country of Origin
1							
2							

For Lots

#	Lot Title	Total Lot Price (PKR)	Country of Origin
1	[Lot 1 Title]		

Jobs Media

Jobs Without Lots:

Job: King Salman Bin Abdulaziz Al Saud Hospital Tarlai, Islamabad (Details of BoQs, Drawing and Specs attached in Annexures)



MINISTRY OF NATIONAL HEALTH SERVICES, REGULATIONS & COORDINATION, ISLAMABAD, PAKISTAN
King Salman Bin Abdulaziz Al Saud Hospital, Tarlai, Islamabad

International Request for Proposals (RFP) - Hiring of Contractors
The Ministry of National Health Services, Regulations & Coordination, Government of Pakistan, invites proposals on Two Stages bidding procedure under Rule 36(c) of the Public Procurement Regulatory Authority (PPRA) Rules, 2004, for the Hiring of Contractor for Construction of King Salman Bin Abdulaziz Al Saud Hospital, Tarlai, Islamabad.

The RFP containing detailed requirements and Terms of Reference (TOR) is available on EPADS at www.epads.gov.pk and www.ppra.org.pk.
Online registration on EPADS (a digital portal) is mandatory to download the RFP and submit proposals. Technical and Financial Proposals must be submitted online through EPADS at <https://www.procure.gov.pk> in accordance with the instructions given in the RFP on or before the date and time specified in the RFP.

Dr. Jasin Anwar | FP King Salman Bin Abdulaziz Al Saud Hospital Islamabad
Cell: +92 (0) 321 5390 080, Email: j.anwar@unsw.edu.au | 3rd Floor, Kohat Block, Islamabad





General Conditions of Contract

Red Book:

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

The successful Bidder, upon contract award, shall be required to furnish two (02) copies of aforementioned “General Conditions” for incorporation in the Works Contract.

International Federation of Consulting Engineers (FIDIC) FIDIC

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

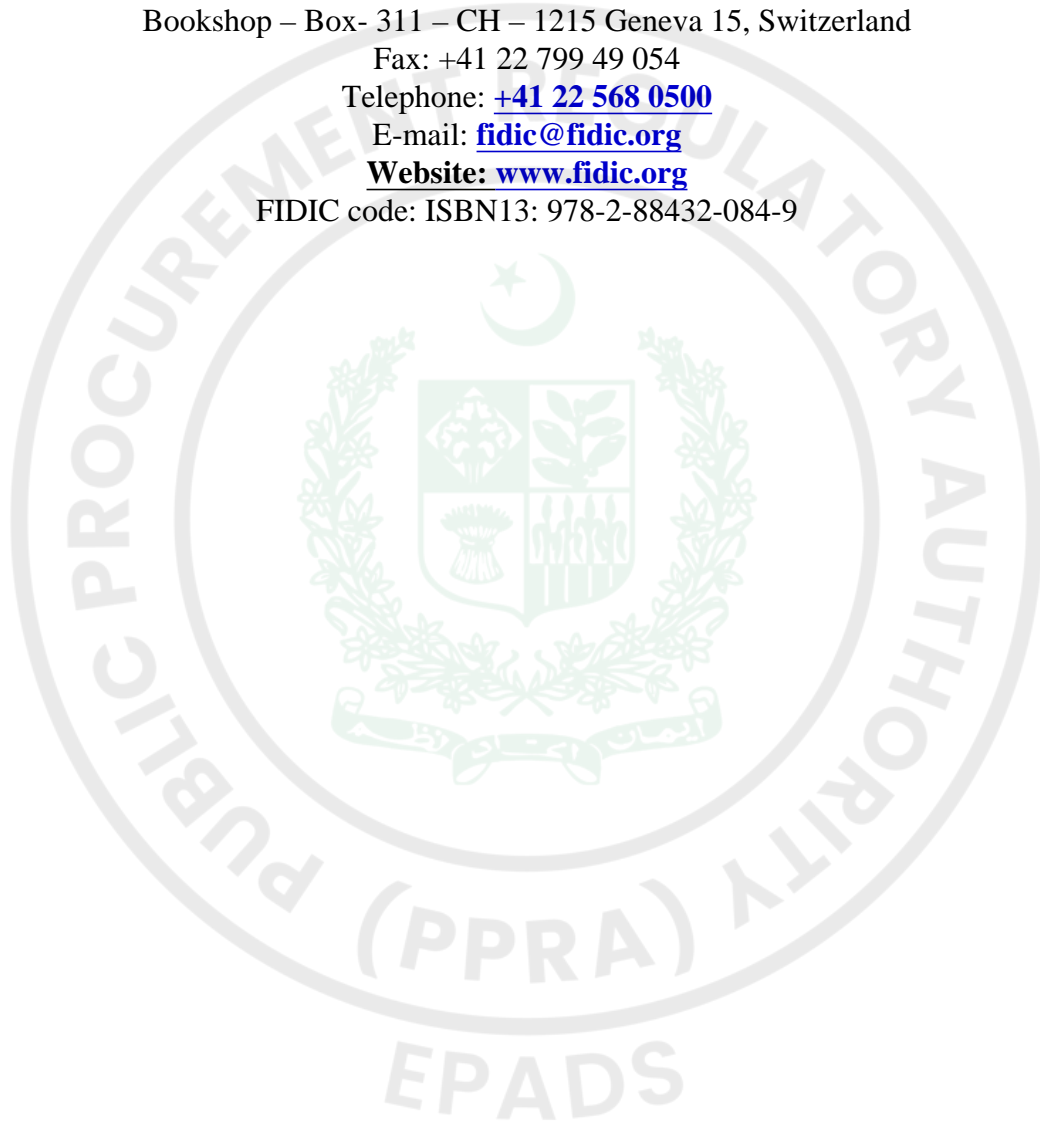
Fax: +41 22 799 49 054

Telephone: [+41 22 568 0500](tel:+41225680500)

E-mail: fidic@fidic.org

Website: www.fidic.org

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





Special Conditions of Contract

PARTICULAR CONDITIONS OF CONTRACT (PCC)

Particular Conditions

(Mandatory Provisions not to be amended/substituted)

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

PART A - Contract Data

Sub-Clause 1.1.27

Defects Notification Period (DNP): **30** Days

Sub-Clause 1.1.31

Employer's name & address: **Ministry of National Health Services Regulation and Coordination/CDA Islamabad (Ministry of National Health Services Regulation and Coordination/CDA Islamabad), Project Director (ai) 3rd Floor, Kohsar Block, Pak Secretariat, Islamabad**

Sub-Clause 1.1.35

Engineer's name & address: **Qazi Muhammad Omar CDA HQ G 7 Islamabad**

Sub-Clause 1.1.84

Time for Completion: **100** days for whole of the works

Sub-Clause 1.3 (a)(ii)

Agreed method of electronic transmission: **Agreed**
The Electronic Transmission Methods are EPADS

Sub-Clause 1.3 (d)

Address of Employer for Communications: **3rd Floor, Kohsar Block, Pak Secretariat, Islamabad**
Address of Engineer for Communications: **CDA HQ G 7 Islamabad**
Address of Contractor for Communications: -----

Sub-Clause 1.4

Contract shall be governed by the law of: **Islamic Republic of Pakistan**
Ruling language: **English**
Language for communications: **English**

Sub-Clause 2.1

After receiving the Letter of Acceptance, the Contractor shall be given right of access to all or part of the Site within: **30** days after Commencement Date

Sub-Clause 2.4

Employer's financial arrangements: **SFD and PSDP**

Sub-Clause 3.2 (e)(ii)

Engineer's Duties and Authority: **Variation resulting in an increase of the Accepted Contract Amount in**

excess of one percent (1%) subject to accumulative Variations not exceeding five percent (5%) of the Accepted Contract Amount

Sub-Clause 4.2

Performance Security (as percentage of the Accepted Contract Amount in Currencies): 10.00%
Form of Performance Guarantee: **Bank Guarantee**

Sub-Clause 4.2.1

List of Insurance Companies: Not Applicable

Sub-Clause 4.7.2

period for notification of errors in the items of reference: **Twenty Eight (28) days**

Sub-Clause 4.19

Period of payment for temporary utilities: **Each Month**

Sub-Clause 5.1 (a)

Maximum allowable accumulated value of work subcontracted (as a percentage of the Accepted Contract Amount): **Nil %**

Sub-Clause 5.1 (b)

Parts of the Works for which subcontracting is not permitted: Nil

Sub-Clause 6.5

Normal working hours on the Site: **24**

Sub-Clause 8.3

Number of additional paper copies of programmes: **2**

Sub-Clause 8.8 & 14.15(b)

Delay Damages payable for each day of delay **1.00%** of the Accepted Contract Amount for delay in completion of whole of the Works

Sub-Clause 8.8

Maximum amount of Delay Damages **10.00 %** of the Accepted Contract Amount

Sub-Clause 8.14

Applicability of Incentives for Early Completion **No**

Sub-Clause 12.3

Percentage profit (Not more than 10%): **Nil**

Sub-Clause 13.4.(b)(ii)

Percentage rate to be applied to Provisional Sums for overhead charges and profit: **Twenty Five percent (25%)**

Sub-Clause 14.2

Total Advance Payment: **Fifteen percent (15%) of the Accepted Contract Amount excluding Provisional Sums payable in the currencies and proportions in which the Accepted Contract Amount is payable**

Sub-Clause 14.2.1

Advance Payment Insurance **Not Allowed**

Sub-Clause 14.2.3

Percentage deductions for the repayment of the Advance Payment: Deduction shall be made at the

amortization rate of 17.5 % of the value of the Works executed of each IPC as provided in paragraph (i) of Sub-Clause GCC 14.3, starting from 2nd IPC provided that the advance payment shall be completely repaid prior to the time when 90% of the Accepted Contract Amount less Provisional Sums has been certified for payment. It may be more than 17.5% in the last instalment to ensure full repayment.

Sub-Clause 14.3

Period of payment **One Month**

Sub-Clause 14.3(b)

Number of additional paper copies of Statements: **2**

Sub-Clause 14.3 (iii)

Percentage of retention: **Seven percent (7%)**

Sub-Clause 14.3 (iii)

Limit of Retention Money (as a percentage of the Accepted Contract Amount): **Five percent (5%)**

Sub-Clause 14.5(b)(i)

Plant and Materials for payment when shipped: **Plant and Materials under Bill of “Imported Plant and Materials”**

Sub-Clause 14.5(c)(i)

Plant and Materials for payment when delivered to the Site: **Plant and Non Perishable Materials**

Sub-Clause 14.6.2

Minimum amount of Interim Payment Certificate (IPC): **No**

[Employer to give value not exceeding one fifth of the average expected value of Interim Payment Certificate]

Sub-Clause 14.7(a)

Period of payment of Advance Payment to the Contractor: **14 days**

Sub-Clause 14.7b(i)

Period for the Employer to make interim payments to the Contractor under Sub-Clause 14.6: **Nil days**

Sub-Clause 14.7b(ii)

Period for the Employer to make interim payments to the Contractor under Sub-Clause 14.13 (Final Payment): **Nil days**

Sub-Clause 14.7(c)

Period for the Employer to make final payment to the Contractor: **90 days**

Sub-Clause 14.8

Financing charges for delayed payment Local Currency (PKR):

6-Month KIBOR (Offer) +3% per annum.

Foreign Currency:

USD

6-Month SOFR (Secured Overnight Financing Rate for USD) +1% per annum.

EURO

6-Month EURIBOR (EURO Interbank Offered Rate for EURO) +1% per annum.

Others

Appropriate rates +1% (for other foreign currencies, Ref. Schedule-A, A-4 to Bid).

Sub-Clause 14.11.1(b)

Number of additional paper copies of draft Final Statements: **2**
[insert number of copies say six (06)]

Sub-Clause 14.15

Currencies of payment of Contract Price: **as stated in the Table Schedule of Adjustment Data of Schedule A (if Given)**

Sub-Clause 14.15(a)(i)

Proportions or amounts of Local and Foreign currencies: **as stated in the Table Schedule of Adjustment Data of Schedule A (if Given)**

Sub-Clause 14.15(c)

Currencies and proportions for payment of Delay Damages: **as stated in the Table Schedule of Adjustment Data of Schedule A (if Given)**

Sub-Clause 14.15(f)

rates of exchange: **as stated in the Table IV of Schedule A (If Given)**

Sub-Clause 17.2(d)

Forces of nature, the risks of which are allocated to the Contractor: **Nil**

Sub-Clause 19.1

Permitted deductible limits:

- i) insurance required for the Works: **Ten percent (10%) of loss amount on each & every loss**
- ii) insurance required for Goods: **Nil**
- iii) insurance required for liability for breach of professional duty: **Nil**
- iv) insurance required against liability for fitness for purpose (if any is required): **Nil**
- v) insurance required for injury to persons and damage to property: **Nil**
- vi) insurance required for injury to employees: **Nil**
- vii) other insurances required by Laws and by local practice : **Nil**

Periods for submission of insurance:

- a) evidence of insurance: Not later than the Commencement Date
- b) relevant policies: Within twenty eight (28) day from the Commencement Date

Sub-Clause 19.2.1(b)

Additional amount to be insured (as a percentage of the replacement value): 15% of the replacement value (Accepted Contract Amount)

Sub-Clause 19.2.2

Extent of insurance required for Goods: From Ex-Works (i.e., works, factory, warehouse, etc) to delivery at the Site

Amount of insurance required for Goods: Full replacement value

Sub-Clause 19.2.3(a)

Amount of insurance required for liability for breach of professional duty: Full replacement value of the Works to be designed by the Contractor

Sub-Clause 19.2.3(b)

Insurance required against liability for fitness for purpose: **Yes**

Sub-Clause 19.2.3

Period of insurance required for liability for breach of professional duty: Until the date of issuance of Performance Certificate

Sub-Clause 19.2.4

Amount of insurance required for injury to persons and damage to property: Injury to person and Fatal case: in accordance with Workmen Compensation Act
Damage to Property: The Amount of Insurance Required for Person Injury is 1000000
The Amount of Insurance Required for Damage to Property is 1000000 as per his assessment of the adjoining property(ies) other than the Works] without limit to the number of incidents

Sub-Clause 19.2.6

Other insurances required by Laws and by local practice: All insurances as applicable, to the extent of execution of the project, under Federal and Provincial laws of Islamic Republic of Pakistan

Sub-Clause 21.1

Time for appointment of the DAAB: Within 28 days from the Commencement Date.
In case the Accepted Contract Amount is lesser than PKR one (01) billion, appointment of the DAAB shall be made when Dispute arises between the Parties.

Sub-Clause 21.1

The DAAB shall comprise 3 [insert either “a sole Member” or “Three Members”]
[For a Contract estimated to cost above PKR 2.5billion, the DAAB shall comprise of three members. For a Contract estimated to cost between PKR1billion and PKR2.5billion, the DAAB may comprise of three members or a sole member. For a Contract estimated to cost less than PKR1billion, a sole member is recommended.]

Sub-Clause 21.1

List of proposed members of DAAB
- proposed by Employer

- A (Decided upon issuance)
- B (Decided upon issuance)
- C (Decided upon issuance)

- proposed by Contractor
[to be inserted at the time of signing of the Contract]

- 1. _____
- 2. _____
- 3. _____

Sub-Clause 21.2

Appointing entity (official) for DAAB members Managing Director Public Procurement Regulatory Authority (PPRA) or Chairman Pakistan Engineering Council (PEC) from the list of PEC approved arbitrators published at its website

Sub-Clause 21.6

Rules of Arbitration: PEC Rules of Conciliation and Arbitration or Pakistan Arbitration Act of 1940, if the former is inactive.
The place of Arbitration shall be in the Employer’s country: **Islamabad**
[Insert name of city]

Particular Conditions

Part B - Special Provisions

1.1 Definitions

1.1.76 "Specification"

Following is added at the end:

"and consists of two parts i.e.,

- i) "Part A - Specific Provisions"; and
- ii) "Part B - Technical Provisions"."

1.2 Interpretation

"and" is deleted from the end of sub-paragraph (i) and added at the end of sub-paragraph (j).

Sub-paragraph (k) is added:

"(k) The word "tender" is synonymous with "bid" the word tenderer with "bidder", the words "tender documents" with "bidding documents" and "Schedule of Prices" with "Bill of Quantities", as applicable."

1.5 Priority of Documents The documents listed at (a) through (k) of this Sub-Clause are deleted and substituted with the following:

- (a) the Contract Agreement;
- (b) the Letter of Acceptance;
- (c) the Letter of Bid;
- (d) the Particular Conditions Part A - Contract Data;
- (e) the Particular Conditions Part B - Special Provisions;
- (f) the General Conditions;
- (g) the Specification Part A - Specific Provisions;
- (h) the Specification Part B - Technical Provisions;
- (i) the Drawings;
- (j) the completed Schedules to Bid including Bill of Quantities;
- (k) the JV Undertaking (if the Contractor is a JV); and
- (l) any other documents forming part of the Contract.

The addenda/corrigenda, if any, shall be deemed to have been incorporated at the appropriate places in the documents forming the Contract.

1.6 Contract Agreement

In the last line of the 1st paragraph the text "shall be borne by the Employer" is substituted by "shall be reimbursed by the Employer to the Contractor".

3.1 The Engineer

In sub-paragraph (a) the text "as defined in the Pakistan Engineering Council Act, 1975 (Act No.V of 1976)" are added after the words "professional engineer".

3.2 Engineer's Duties and Authority

The Engineer shall obtain the consent in writing of the Employer before taking action under the following Sub-Clauses of these Conditions:

- (a) Consenting to the subcontracting of any part of the Works under Sub-Clause 5.1 [Subcontractors]
- (b) Any action under Sub-Clauses 8.9 [Employer's Suspension] and 8.12 [Prolonged Suspension]

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

*[insert Sub-Clause number (not Sub-Clause 3.7 [Agreement or Determination])

Any such requirement shall not be applied to any action by the Engineer under Sub-Clause 3.7 [Agreement or Determination], as stated in Sub-Clause 3.2 [Engineer’s Duties and Authority] of the General Conditions. Notwithstanding the obligation, as set out above, to obtain approval, if, in the opinion of the Engineer, an emergency occurs affecting the safety of life or of the Works or of adjoining property, he may, without relieving the Contractor of any of his duties and responsibility under the Contract, instruct the Contractor to execute all such work or to do all such things as may, in the opinion of the Engineer, be necessary to abate or reduce the risk. The Contractor shall forthwith comply, despite the absence of approval of the Employer, with any such instruction of the Engineer. The Engineer shall determine an addition to the Contract Price, in respect of such instruction, in accordance with Clause 13 and shall notify the Contractor accordingly, with a copy to the Employer.

Following is added after the words “the Employer’s consent is required” in 4th paragraph: “stating that the Employer’s consent has been obtained for that specified authority”

4.2 Performance Security

4.2.1 Contractor’s Obligations

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

The Performance Security shall be, at the option of the Contractor, issued in the prescribed form included in the Bidding Documents, by (a) a Scheduled Bank in Pakistan or (b) a foreign bank duly counter-guaranteed by a Scheduled Bank in Pakistan or (c) an Insurance Company listed in the Contract Data and rated by PACRA/VIS of ratings provided in Table below:

Accepted Contract Amount (In Eq. PKR million)	Minimum Rating of Insurance Companies
Up to 1000	A (+)
1001 to no limit	AA

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

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

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

4.3 Contractor’s Representative

In second paragraph the text “professional engineer as defined in the Pakistan Engineering Council Act, 1975 (Act No. V of 1976) (having temporary licence in case of foreign engineer under Section 12 of the Pakistan Engineering Council Act, 1975 (Act No. V of 1976)” are added after the words “qualified, experienced”.

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

4.4 Contractor’s Documents

4.4.2 As-Built Records

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

“The Contractor shall furnish to the Engineer 6 copies, one reproducible and one electronic copy (provided the Engineer has made available to the Contractor editable form of the Drawings) of all Drawings amended to conform to the Works as built. In case the Engineer does not make available to the Contractor editable form of the Drawings, the Contractor shall furnish to the Engineer as-built data for incorporation in the Drawings. Upon receipt of PDF versions of the as-built drawings prepared by the Engineer, the Contractor shall furnish to the Engineer 6 copies and one reproducible of these Drawings.

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

Following Sub-Clause is added:

4.4.4 Shop Drawings

The Contractor shall submit to the Engineer for review 3 copies of all shop and erection drawings applicable to this Contract as per provision of relevant Sub-Clause of the Contract.

Review and approval by the Engineer shall not exceed 21 days and be construed as a complete check but will indicate only that the general method of construction and detailing is satisfactory and the Engineer’s review or approval shall not relieve the Contractor of any of his responsibilities under the Contract.

4.8 Health and Safety Obligations

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

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

4.20 Progress Reports

At the end of sub-paragraph (g) the word “and” is deleted and at the end of sub-paragraph (h) the full stop (.) is replaced with “;”, and the following new sub-paragraphs are added as:

- (i) planned programme for the execution of the Works for next 56 days to enable the Engineer to determine its programme of inspection and testing;
- (j) monthly summary of daily job record indicating weather conditions, deployment of Contractor’s Equipment, labour employment, local material procurement and material import, if any; and
- (k) salient contractual and project information.

5.1 Subcontractors

Add the following text at the end of paragraph (ii):

“under Schedule to Bid”

The following is added at the end of the last paragraph of Sub-Clause 5.1:

“All subcontracts relating to the Works shall include provisions which entitle the Employer to require the subcontract to be assigned to the Employer under sub-paragraph (a) of Sub-Clause 15.2.3 [After Termination].

The Contractor shall give reasonable opportunity to contractors from Islamic Republic of Pakistan for subcontracts for the Works, and endeavour to employ such contractors as Subcontractors.”

5.2 Nominated Subcontractors

5.2.2 Objection to Nomination

In sub-paragraph (c), “and” is deleted from the end of (i);

“.” at the end of (ii) is replaced with: “, and”.

The following is then added as (iii):

“(iii) be paid only if and when the Contractor has received from the Employer payments for sums due

under the Subcontract referred to under Sub-Clause 5.2.3 [Payment to nominated Subcontractors].”

6.1 Engagement of Staff and Labour

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

“The Contractor shall, to the extent practicable and reasonable, employ staff (not less than 50%) and labour (not less than 85%) with appropriate qualifications and experience from sources within the Islamic Republic of Pakistan.”

6.7 Health and Safety of Personnel

The existing text is substituted with the following:

“In order to provide for the safety, health and welfare of persons, and for prevention of damage of any kind, all operations for the purposes of or in connection with the Contract shall be carried out in compliance with the Safety Requirements of the Government of Pakistan with such modifications thereto as the Engineer may authorize or direct and the Contractor shall take or cause to be taken such further measures and comply with such further requirements as the Engineer may determine to be reasonably necessary for such purpose. The Contractor shall also provide all other medical services and appoint a health and safety officer at Site if stated in the Specifications. In case of any fatality or serious accident, the Contractor shall, in addition, notify the Engineer immediately by the quickest available means.”

6.8 Contractor’s Superintendence

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

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

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

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

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

6.12 Key Personnel

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

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

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

6.13 Foreign Personnel

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

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

6.14 Supply of Foodstuffs

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

6.15 Supply of Water

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

6.16 Measures against Insect and Pest Nuisance

The Contractor shall at all times take the necessary precautions to protect the Contractor's Personnel employed on the Site from insect and pest nuisance, and to reduce the danger to their health. The Contractor shall comply with all the regulations of the local health authorities, including use of appropriate insecticide.

6.17 Alcoholic Liquor or Drugs

The Contractor shall not, otherwise than in accordance with the Laws of the Country, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or allow importation, sale, gift, barter or disposal thereto by Contractor's Personnel.

6.18 Arms and Ammunition

The Contractor shall not give, barter, or otherwise dispose of, to any person, any arms or ammunition of any kind, or allow Contractor's Personnel to do so.

6.19 Festivals and Religious Customs

The Contractor shall respect the Country's recognized festivals, days of rest and religious or other customs.

6.20 Funeral Arrangements

The Contractor shall be responsible, to the extent required by local regulations, for making any funeral arrangements for any of its local employees who may die while engaged upon the Works.

6.21 Forced Labour

The Contractor, including its Subcontractors, shall not employ or engage forced labour which consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labour, such as indentured labour, bonded labour or similar labour-contracting arrangements.

6.22 Child Labour

The Contractor, including its Subcontractors, shall not employ or engage child labour in accordance with relevant law(s) in force in Islamic Republic of Pakistan.

6.23 Employment Records of Workers

The Contractor shall keep complete and accurate records of the employment of labour at the Site. The records shall include the names, ages, genders, hours worked and wages paid to all workers. These records shall be summarized on a monthly basis and submitted to the Engineer. These records shall be included in the details to be submitted by the Contractor under Sub-Clause 6.10 [Contractor's Records].

6.24 Workers' Organizations

The Contractor shall comply with the relevant labour laws of Pakistan which recognize workers' rights to form and to join workers' organizations/Trade Union of their choosing and to bargain collectively without interference.

6.25 Non-Discrimination and Equal Opportunity

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

Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination. The Contractor shall provide protection and assistance as necessary to ensure nondiscrimination and equal opportunity, including for specific groups such as women, persons with disabilities, migrant workers and children (of working age in accordance with Sub-Clause 6.22).

6.26 Epidemics

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

7.7 Ownership of Plant and Materials

The following is added before the first paragraph:

"Except as otherwise provided in the Contract,"

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

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

- (i) remove any item of such Plant from the Site for the purposes of repair, the Contractor shall give a Notice, with reasons, to the Engineer requesting consent to remove the defective or damaged item off the Site. This Notice shall clearly identify the item of defective or damaged Plant, and shall give details of: the defect or damage to be repaired; the place to which defective or damaged item of Plant is to be taken for repair; the transportation to be used (and insurance cover for such transportation); the proposed inspections and testing off the Site; and the planned duration required before the repaired item of Plant shall be returned to the Site. The Contractor shall also provide any further details that the Employer may reasonably require; or
- (ii) replace any item(s) of such Plant and/or Materials, the Contractor shall give a Notice, with reasons, to the Engineer clearly identifying the item(s) of Plant and/or Materials to be replaced, and giving details of the due date of delivery to the Site of the replacement item(s).

Where any item of Plant and/or Materials has become the property of the Employer under this Sub-Clause before it has been delivered to the Site, the Contractor shall ensure that such an item is not moved except for its delivery to the Site.

The Contractor shall indemnify and hold the Employer harmless against and from the consequences of any defect in title or encumbrance or charge (except any reasonable restriction arising from the intellectual property rights of the manufacturer or producer) on any item of Plant and/or Materials that has become the property of the Employer under this Sub-Clause."

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

7.9 Use of Pakistani Materials and Services

The Contractor shall, so far as may be consistent with the Contract, make the maximum use of materials, supplies, plant and equipment indigenous to or produced or fabricated in Pakistan and services available in

Pakistan provided such materials, supplies, plant, equipment and services shall be of required standard.

8.1 Commencement of Works

The following is added before the first paragraph:

“After signing of the Contract Agreement by both Parties,” and thereafter the word “The” is replaced with the word “the”.

8.5 Extension of Time for Completion

The following is added after paragraph (c):

“for last five years”.

The following Sub-Clause 8.14 is added after Sub-Clause 8.13:

8.14 Incentives For Early Completion

If Contract Data does not state applicability of incentives for early completion, this Sub-Clause shall not apply.

The Contractor shall be entitled subject to Sub-Clause 20.2 [Claims for Payment and/or EOT] to bonus payment if the Works and/or each Section is completed earlier than the Time for Completion for the Works or Section (as the case may be). The amount of bonus for early completion of the Works and/or each Section shall be upto a limit and at a rate to 50% of the relevant limit and rate of delay damages prescribed in Contract Data and shall be paid for every day which shall elapse between the relevant Date of Completion of the Works or Section and the relevant Time for Completion.

For the purposes of calculating any bonus payment, the applicable Time for Completion stated in the Contract Data is fixed and no adjustments of this time by reason of granting an EOT will be allowed.

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

11.12 Supervisory Assistance During DNP

If provided under the Schedule of Prices, the Contractor shall provide supervisory assistance to the Employer during the DNP for the Works. Such supervisory assistance shall be as described in the Specification for the purpose of supporting the Employer's operation and maintenance of the Plant for the period specified in the Schedule of Prices after the Date of Completion.

12.2 Method of Measurement

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

“Summary of measured quantity for payment shall be delineated item-wise under four heads namely; “Schedule of Prices Quantity”, “Quantity Executed To-date”, “Quantity Certified Previously” and “Net Quantity Executed under this Certificate”.

12.3 Valuation of the Works

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

“Sum of overhead charges and profit for sub-paragraph (a) shall be Twenty Five percent (25%)”.

13.4 Provisional Sums

The following paragraph is inserted as the penultimate paragraph:

“The Provisional Sum shall be used to cover the Employer's share of the DAAB members' fees and expenses, in accordance with Clause 21. No prior instruction of the Engineer shall be required with respect to the work of the DAAB. The Contractor shall submit the DAAB members' invoices and the satisfactory evidence of having paid 100% of such invoices as part of the substantiation of those Statements submitted

under Sub-Clause 14.3.

13.6 Adjustments for Changes in Laws

The following paragraphs are added at the end of the Sub-Clause:

“Notwithstanding the foregoing, the Contractor shall not be entitled to an extension of time if the relevant delay has already been taken into account in the determination of a previous extension of time and such Cost shall not be separately paid if the same shall already have been taken into account in the indexing of any inputs to the Table of Adjustment Data in accordance with the provisions of Sub-Clause 13.7 [Adjustments for Changes in Cost].”

14.1 The Contract Price

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

“Notwithstanding the provisions of subparagraph (b), Contractor's Equipment, including essential spare parts, imported by the Contractor for the sole purpose of executing the Contract shall be temporarily exempt from the payment of import duties and taxes upon initial importation, provided the Contractor shall post with the customs authorities at the port of entry an approved re-export bond or bank guarantee, valid until the Time for Completion plus six months, in an amount equal to the full import duties and taxes which would be payable on the assessed imported value of such Contractor's Equipment and spare parts, and callable in the event the Contractor's Equipment is not re-exported from the Country on completion of the Contract. A copy of the bond or bank guarantee endorsed by the customs authorities shall be provided by the Contractor to the Employer upon the importation of individual items of Contractor's Equipment and spare parts. Upon re-export of individual items of Contractor's Equipment or spare parts, or upon the completion of the Contract, the Contractor shall prepare, for approval by the customs authorities, an assessment of the residual value of the Contractor's Equipment and spare part to be re-exported, based on the depreciation scale(s) and other criteria used by the customs authorities for such purposes under the provisions of the applicable Laws. Import duties and taxes shall be due and payable to the customs authorities by the Contractor on (a) the difference between the initial imported value and the residual value of the Contractor's Equipment and spare parts to re-exported; and (b) on the initial imported value of the Contractor's Equipment and spare parts remaining in the Country after completion of the Contract. Upon payment of such dues within 28 days of being invoiced, the bond or bank guarantee shall be reduced or released accordingly; otherwise the security shall be called in the full amount remaining.”

[The Employer may change or delete this Sub-Clause as per Project requirements]

14.2 Advance Payment

14.2.1 Advance Payment Guarantee

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

The Advance Payment Guarantee shall be in the form of Guarantee issued by (a) a Scheduled Bank in Pakistan or (b) a foreign bank duly counter-guaranteed by a Scheduled Bank in Pakistan or (c) an Insurance Company listed in the Contract Data and rated by PACRA/VIS of rating as provided in Table below:

Accepted Contract Amount (In Eq. million PKR) Minimum Rating of Insurance Companies

Up to 1000 A (+)

1001 to no limit AA

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

14.6 Issue of IPC

14.6.1 The IPC

In the first line of the 1st paragraph the words “28 days” are substituted by “14 days”.

14.7 Payment

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

14.8 Delayed Payment

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

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

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

14.9 Release of Retention Money

The following is added at the end of Sub-Clause 14.9:

“Unless otherwise stated in the Contract, when the Taking-Over Certificate has been issued for the Works and the first half of the Retention Money has been certified for payment by the Engineer, the Contractor shall be entitled to substitute a guarantee, in the form annexed to the Particular Conditions or in another form approved by the Employer and issued by a schedule bank selected by the Contractor, for the second half of the Retention Money. The Contractor shall ensure that the guarantee is in the amounts and currencies of the second half of the Retention Money and is valid and enforceable until the Contractor has executed and completed the Works and remedied any defects, as specified for the Performance Security. On receipt by the Employer of the required guarantee, the Engineer shall certify, and the Employer shall pay the second half of the Retention Money. The release of the second half of the Retention Money against a guarantee shall then be in lieu of the release after the latest of the expiry dates of the Defects Notification Periods. The Employer shall return the guarantee to the Contractor within 21 days after receiving a copy of the Performance Certificate.

If the Performance Security required under Sub-Clause 4.2 is in the form of a demand guarantee, and the amount guaranteed under them when the Taking-Over Certificate is issued is more than half of the Retention Money, then the Retention Money guarantee will not be required. If the amount guaranteed under the Performance Security when the Taking-Over Certificate is issued is less than half of the Retention Money, the Retention Money guarantee will only be required for the difference between half of the Retention Money and the amount guaranteed under the Performance Security.

15.2 Termination for Contractor’s Default

15.2.1 Notice

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

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

15.2.3 After Termination

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

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

15.4 Payment after Termination

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

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

16.2 Termination by Contractor

16.2.1 Notice

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

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

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

16.3 Contractor’s Obligations After Termination

Sub-paragraph (c) is deleted and replaced with:

"(c) deliver to the Engineer all Employer-Supplied Materials and/orEmployer's Equipment made available to the Contractor in accordance with Sub-Clause 2.6 [Employer-Supplied Materials and Employer’s Equipment]; and

(d) remove all other Goods from the Site, except as necessary for safety,and leave the Site."

17.1 Responsibility for Care of the Works

After the two instances of “Goods” in the last paragraph, the words “Employer-Supplied Materials and/orEmployer's Equipment” are added.

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

17.7 Use of Employer’s Accommodation/Facilities

The Contractor shall take full responsibility for the care of the items of the Employer’s facilities and/or accommodation, if any, as detailed in the Specification, from the date of use and/or occupation by the Contractor until the date on which such use and/or occupation is re-vested in the Employer.

If any loss or damage happens to any of the above items during a time while the Contractor is responsible for its care, arising from any cause other than a cause for which the Employer is responsible or liable, the Contractor shall promptly rectify the loss or damage at the Contractor’s risk and cost.

18.1 Exceptional Events

The words “or disorder” are replaced with “disorder or sabotage” in sub-paragraph (c) of the Clause.

18.4 Consequences of an Exceptional Event

The following is added at the end of sub-paragraph (b) after deleting the “.”:

“, including the costs of rectifying or replacing the Works and/or Goods damaged or destroyed by Exceptional Events, to the extent they are not indemnified through the insurance policy referred to in Sub-Clause 19.2 [Insurance to be provided by the Contractor].”

18.5 Optional Termination

In sub-paragraph (c), the words “and necessarily” are added after the words “was reasonably”.

19.1 General Requirements

Following text is added at the end of first paragraph:

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

Following text is added at the end of third paragraph:

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

19.2 Insurance to be provided by the Contractor

19.2.5 Injury to employees

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

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

19.2.7 Insurance Company

“The Contractor shall be obliged to place all insurances described in this Clause with insurers listed in the Contract Data and rated by PACRA/VISOfrating as provided in Table below:

Accepted Contract Amount (In Eq. million PKR)	Minimum Rating of Insurance Companies
Up to 1000	A (+)
1001 to no limit	AA

21.6 Arbitration

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

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

The following Clauses are added after Clause 21

22 Custom Duty

[Employer may incorporate provisions where applicable. However, in order to make the bid more balanced, the payment of Customs Duties should be the responsibility of the Employer.]

23 Taxes

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

24 Integrity Part

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

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

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

Appendix General Conditions of Dispute Avoidance/Adjudication Agreement

12 Disputes Under DAAB Agreement

In the first paragraph, third, fourth and fifth line, the text “under the Rules of Arbitration of the International Chamber of Commerce 2017.....shall apply” is substituted with “under the Arbitration Act 1940 by sole arbitrator appointed by the Managing Director Public Procurement Regulatory Authority or Chairman Pakistan Engineering Council.”





Bid Securing Declaration

FORM OF BID SECURING DECLARATION

Date:

No.:

Alternative No.: **P51656**

To: **Ministry of National Health Services Regulation and Coordination/CDA Islamabad (Ministry of National Health Services Regulation and Coordination/CDA Islamabad), Project Director (ai) 3rd Floor, Kohsar Block, Pak Secretariat, Islamabad**

We, the undersigned, declare that:

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

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

- (a) have withdrawn our Bid during the period of Bid validity specified in the Letter of Bid; or
- (b) having been notified of the acceptance of our Bid by the Procuring agency/Employer during the period of Bid validity, (i) fail or refuse to sign the Contract; or (ii) fail or refuse to furnish the Performance Security (or guarantee), if required, in accordance with the ITB.

We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

Name of the Bidder*

Name of the person duly authorized to sign the Bid on behalf of the Bidder** _____

Title of the person signing the Bid _____

Signature of the person named above _____

Date signed _____ day of _____, _____

*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

** : Person signing the Bid shall have the power of attorney given by the Bidder attached to the Bid

[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all members to the Joint Venture that submits the Bid.]

EPADS



Contract Form

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the “Agreement”) made on the _____ day of _____ (month) 20____ between **Ministry of National Health Services Regulation and Coordination/CDA Islamabad (Ministry of National Health Services Regulation and Coordination/CDA Islamabad), Project Director (ai) 3rd Floor, Kohsar Block, Pak Secretariat, Islamabad** (hereinafter called the “Employer”) of the one part and _____ (hereinafter called the “Contractor”) of the other part.

WHEREAS the Employer is desirous that certain Works, viz., **King Salman Bin Abdullaziz Al Saud Hospital, Islamabad, Pakistan (Hospital and Allied Buildings) (P51656)** should be executed by the Contractor and has accepted a Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW this Agreement witnessed as follows:

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

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

3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy defects therein in conformity and in all respects with the provisions of the Contract.

4. The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Signature of the Contactor Signature of Employer

(Seal) (Seal)

Signed, Sealed and Delivered in the presence of:

Witness Witness

(Name, Title and Address) (Name, Title and Address)



DAAB Agreement

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

Name and details of the Contract King Salman Bin Abdullaziz Al Saud Hospital, Islamabad, Pakistan
(Hospital and Allied Buildings)

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

Name and contact details of the Employer **Ministry of National Health Services Regulation and Coordination/CDA Islamabad (Ministry of National Health Services Regulation and Coordination/CDA Islamabad), Project Director (ai)**
3rd Floor, Kohsar Block, Pak Secretariat, Islamabad
+92-344-556-6661
j.anwar@unsw.edu.au

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

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

("DAAB Agreement")

Whereas:

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

_____ (name) _____ (name)
_____ (address) _____ (address)
_____ (telephone) _____ (telephone)

_____ (email/ other contact details) _____ (email/other contact details)

the “Other Members”; and

D. the DAAB Member accepts this appointment.

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

1. The conditions of this DAAB Agreement comprise:

(a) Clause 21 [Disputes and Arbitration] of the Conditions of Contract, and any other provisions of the Contract that are applicable to the DAAB’s Activities; and

(b) the “General Conditions of Dispute Avoidance/Adjudication Agreement”, which is appended to the General Conditions of the “Conditions of Contract for Construction” Second Edition 2017 published by FIDIC (“GCs”), as amended and/or added to by the following provisions.

2. [Details of amendments to the GCs, if any. For example:

In the procedural rules annexed to the GCs, Rule _ is deleted and replaced by: “ ... “]

3. The DAAB Member shall be paid in accordance with Clause 9 of the GCs. The currency of payment shall be _____.

In respect of Sub-Clauses 9.1 and 9.2 of the GCs, the amounts of the DAAB Member’s monthly fee and daily fee shall be:

monthly fee _____ per month, and

daily fee of _____ per day

(or as otherwise set under Sub-Clause 9.3 of the GCs).

4. In consideration of the above fees, and other payments to be made to the DAAB Member in accordance with the GCs, the DAAB Member undertakes to act as DAAB Member in accordance with the terms of this DAAB Agreement.

5. The Employer and the Contractor shall be jointly and severally liable for the DAAB Member’s fees and other payments to be made to the DAAB Member in accordance with the GCs.

6. This DAAB Agreement shall be governed by the law of _____ (if not stated, the law that governs the Contract under Sub-Clause 1.4 of the Conditions of Contract).

SIGNED by: _____ SIGNED by: _____ SIGNED by: _____

Print name: _____ Print name: _____ DAAB Member

Title: _____ Title: _____ Title: _____

for and on behalf of the

Employer for and on behalf of the

Contractor

in the presence of in the presence of in the presence of

Witness: _____ Witness: _____ Witness: _____

Name: _____ Name: _____ Name: _____

Address: _____ Address: _____ Address: _____

Date: _____ Date: _____ Date: _____

FORM OF MOBILIZATION ADVANCE GUARANTEE/ BOND

Guarantee No. _____ Date _____

WHEREAS _____ (hereinafter called the 'Employer')

has entered into a Contract for _____

(Particulars of Contract)

with _____ (hereinafter called the "Contractor").

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

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

AND WHEREAS, _____

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

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

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

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

(Date)

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

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

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

Guarantor
(Scheduled Bank/ Insurance Company)

Signature _____

Name _____

Title _____

WITNESS:

1. _____

Corporate Secretary (Seal) Corporate Guarantor (Seal)

2. _____

Name, Title & Address



Retention Money Security Demand Guarantee

_____ [Guarantor letterhead or SWIFT identifier code]

Beneficiary: _____ [Insert name and Address of Employer]

Date: _____ [Insert date of issue]

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

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

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

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

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

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

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

[signature(s)]

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



Integrity Pact

Integrity Pact

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

Contract

Number: Contract

Value: Contract Title:

Dated:

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

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

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

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

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

Name of Employer:

Signature:

[Seal]

Name of Bidder/Contractor:

Signature:

[Seal]



Performance Guarantee Form

FORM OF PERFORMANCE SECURITY

Guarantee No. _____
Executed on _____
Expiry date _____

Name _____ of _____ Guarantor _____ with _____ address: _____

Name _____ of _____ Principal _____ (Contractor) _____ with
address: _____

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

Letter of Acceptance No. _____ Dated _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bidding Documents and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Principal we, the Guarantor above named, are held and firmly bound unto the **Ministry of National Health Services Regulation and Coordination/CDA Islamabad (Ministry of National Health Services Regulation and Coordination/CDA Islamabad), Project Director (ai) 3rd Floor, Kohsar Block, Pak Secretariat, Islamabad** (hereinafter called the Employer) in the penal sum of the amount stated above for the payment of which sum well and truly to be made to the said Employer, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

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

(Name of Contract) for the **King Salman Bin Abdullaziz Al Saud Hospital, Islamabad, Pakistan (Hospital and Allied Buildings) (P51656)**

_____ (Name of Project).

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

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

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

Employer to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the Employer's written declaration that the Principal has refused or failed to perform the obligations under the Contract which payment will be effected by the Guarantor to Employer's designated Bank & Account Number.

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

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

Guarantor

(Schedule Bank/ Insurance Company)

Signature: _____

Name: _____

Title: _____

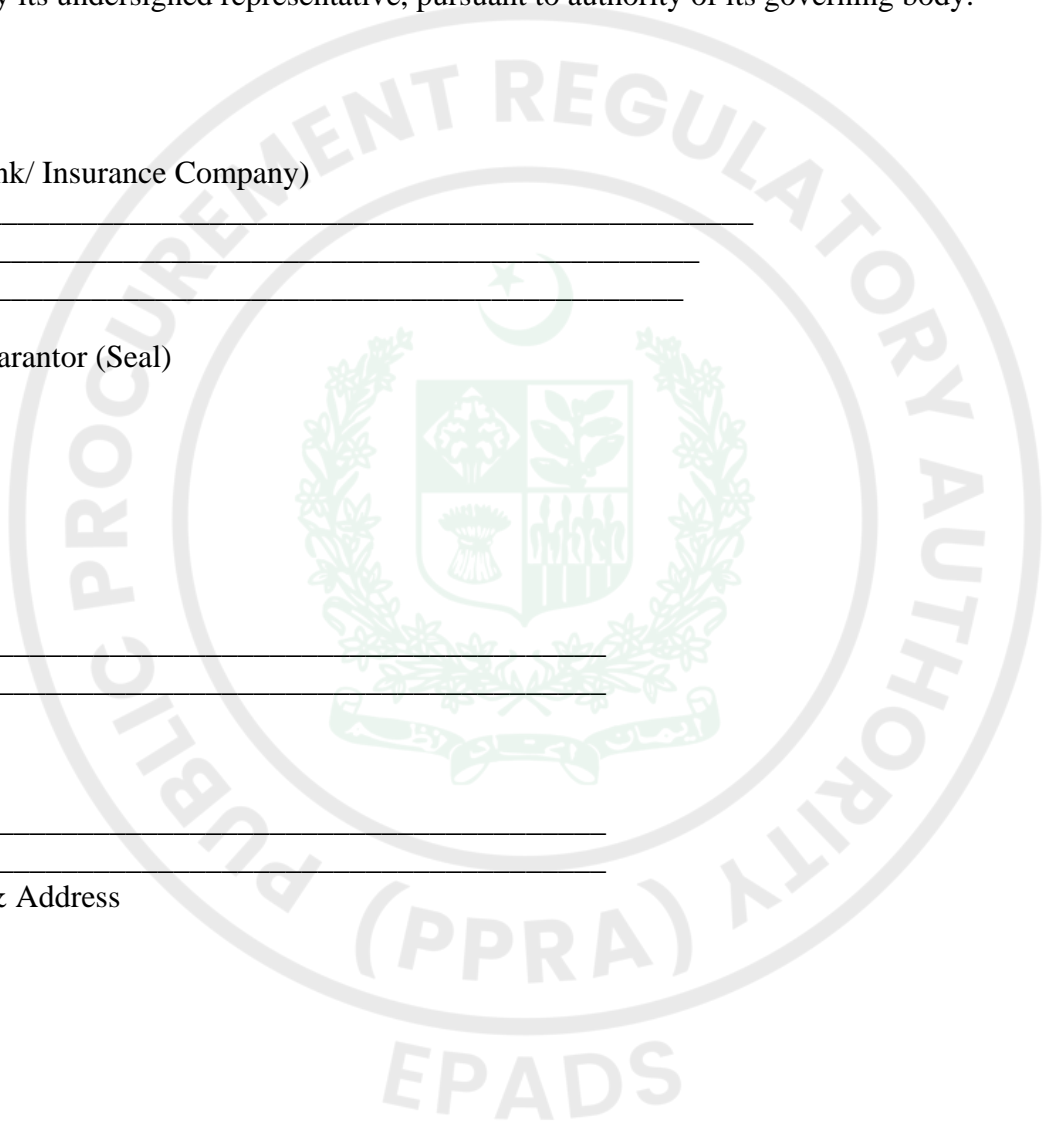
Corporate Guarantor (Seal)

WITNESS:

1.

2.

Name, Title & Address





Annexure

Annex I

Technical qualification shall be based on the criteria specified in Bidder's Experience, Personnel Capabilities, Equipment Capabilities, and Financial Soundness, as demonstrated through the bidder's responses in the forms attached to the bid. The Employer reserves the right to waive minor deviations, provided such deviations do not materially affect the Bidder's capability to perform the Contract. The experience and resources of subcontractors shall not be considered in determining the Bidder's compliance with the qualifying criteria. Only the experience and resources of a Joint Venture shall be considered. A Consortium or Association of firms shall be treated similarly to a Joint Venture. The qualification criteria and their respective weightages/marks are as follows:

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Annex I** (page number: 88)

Bidding Documents Volume II, Volume III, Volume IV

Volume II, III and IV can be downloaded from this link

https://drive.google.com/drive/folders/1urQ0IYXMJ8sGAE6GXXrQvprPaSPOIHnj?usp=drive_link

Information (Read-Only)

See Form Under Additional Forms and Documents: **Bidding Documents Volume II, Volume III, Volume IV** (page number: 93)

Bidding Documents Volume I

Bidding Documents Volume I (CoC)

Information (Read-Only)

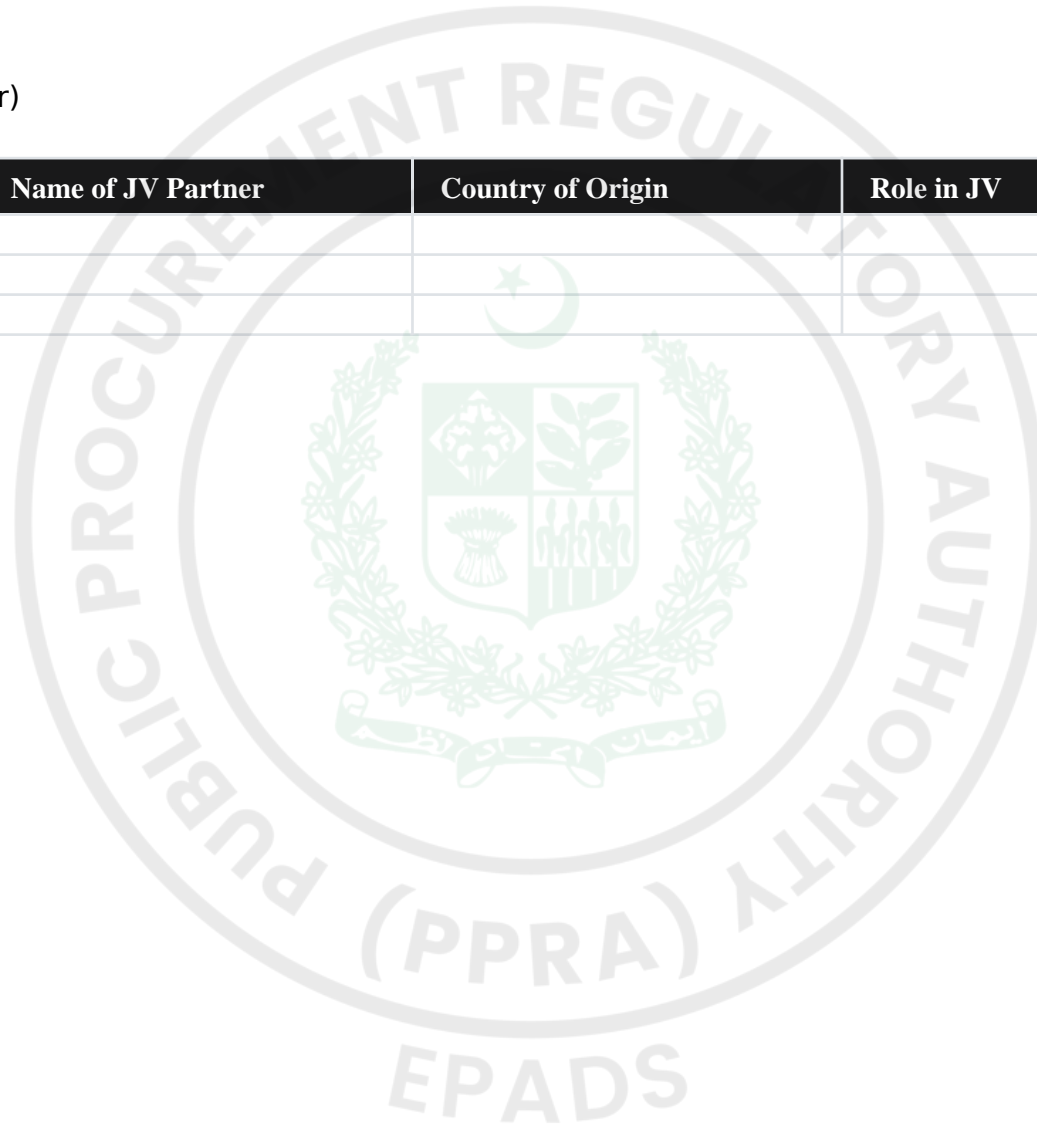
See Form Under Additional Forms and Documents: **Bidding Documents Volume I** (page number: 94)

JV Partners Details

JV Partners Details

Technical Table Inputs (Vendor)

S. No	Name of JV Partner	Country of Origin	Role in JV	Email







Procurement Forms

Past Construction Experiences

See Form Under Additional Forms and Documents: **Past Construction Experiences** (page number: 144)

Contractor's Key Personnel Representative and Their Schedules

See Form Under Additional Forms and Documents: **Contractor's Key Personnel Representative and Their Schedules** (page number: 150)

Financial Resources

See Form Under Additional Forms and Documents: **Financial Resources** (page number: 154)

Past Experience and Completed Contracts

See Form Under Additional Forms and Documents: **Past Experience and Completed Contracts** (page number: 155)

Historical Contract Non-Performance, and Pending Litigation and Litigation History

See Form Under Additional Forms and Documents: **Historical Contract Non-Performance, and Pending Litigation and Litigation History** (page number: 156)

Current Contracts and Their Progress

See Form Under Additional Forms and Documents: **Current Contracts and Their Progress** (page number: 158)

Financial Capacity and Net Worth Evaluation Form

See Form Under Additional Forms and Documents: **Financial Capacity and Net Worth Evaluation Form** (page number: 159)

Average Annual Turnover

See Form Under Additional Forms and Documents: **Average Annual Turnover** (page number: 161)





Additional Forms and Documents

EVALUATION CRITERIA AND QUALIFICATIONS

Eligibility Criteria

The applicants (Firm/ Joint Venture - maximum up to 03 companies) fulfilling the following basic eligibility criteria shall only be considered for further evaluation (relevant documents to be attached):

- a) Valid registration of the Lead Member in their respective country.
- b) For local firms, a valid PEC license in category CA and a Certificate of Registration from SECP or the registrar of Firms. Foreign firms must attach a similar certificate from their home country.
- c) Certificate of registration with Income Tax & Sales Tax under the relevant authorities. Foreign firms must attach a similar certificate from their home country.
- d) Affidavit on non-judicial stamp paper that non-performance of a contract did not occur within the last ten years, based on information on all settled disputes or litigation.
- e) Judicial Affidavit declaring "Neither the firms nor their Directors, Stakeholders, as a whole or as a part of the firm, have ever been blacklisted/ defaulted by any government agency/ department/organization".

Note: In the case of a joint venture, all members must meet the aforementioned basic Eligibility Criteria in full. For foreign firms, registration with PEC will not be mandatory for technical qualification.

Qualification Criteria

Mandatory Eligibility

Firms that fail to comply with the mandatory eligibility requirements shall be disqualified outright.

S. No	Description	Marks	Eligibility
1	Valid Registration with PEC in Category C-A (In case of JV the Local partner shall provide this registration)	Nil	Mandatory
2	Relevant Specialization Codes CE-01 (i & ii), CE-02 (ii & x), CE-9, CE-10, CE-11 (i, vii, ix), EE-01, EE 03 to EE-06, EE11 (i, ii, iii & vi) ME-01, ME-02, ME-03 (i, & iii), ME-04, ME-06 BC-01 (In case of JV the Local partner shall provide these codes). Note: The Bidder, whether a Single Entity, Joint Venture (JV), or Consortium, may meet the specialized code requirements collectively.	Nil	Mandatory
3	A certificate from the Bank shall be provided in original by the firm/consortium/JV in support of financing of PKR. 2000-Million or equivalent in foreign currency to be available within one month to execute the project.	Nil	Mandatory
4	Registration and/or Tax number from the relevant Tax agency of each JV partner.	Nil	Mandatory
5	Undertaking that non-performance has never occurred by the firm during the past 10-years. This undertaking shall be provided on PKR.1,000/- non-judicial stamp paper. Foreign company to submit undertaking duly attested from their notary public (All JV Partners must provide this undertaking).	Nil	Mandatory
6	Undertaking regarding non-blacklisting of Firm on PKR.1000/- non-judicial stamp paper. Foreign company to submit undertaking duly attested from	Nil	Mandatory

	their notary public (All JV Partners must provide this undertaking).		
7	Provide the following of the last three (03) financial years (All JV Partners). i) Audited Financial Statements ii) Bank credit facility confirmations iii) Tax clearance certificates	Nil	Mandatory

Note:

- The mandatory requirements shall be on a knock-out basis, and any bidder declared non-responsive in the mandatory criteria stage shall be non-responsive and ineligible for further scoring-based evaluation.
- All applications will be further evaluated according to the following criteria if the mandatory requirements are fulfilled.

Marking Criteria:

Technical qualification shall be based on the criteria specified in Bidder's Experience, Personnel Capabilities, Equipment Capabilities, and Financial Soundness, as demonstrated through the bidder's responses in the forms attached to the bid. The Employer reserves the right to waive minor deviations, provided such deviations do not materially affect the Bidder's capability to perform the Contract. The experience and resources of subcontractors shall not be considered in determining the Bidder's compliance with the qualifying criteria. Only the experience and resources of a Joint Venture shall be considered. A Consortium or Association of firms shall be treated similarly to a Joint Venture. The qualification criteria and their respective weightages/marks are as follows:

No.	Description	Marks
1	Experience	35
1.1	International Lead partner	25
1.2	Local Partner	10
2	HR/Competence	15
3	Equipment Capabilities (Owned)	20
4	Financial	30
	Total (1+2+3+4)	100

Note:

- Only relevant and verifiable experience will be considered
- The Bidder must secure at least 50% in each category and an overall score of at least 70% to qualify technically.
- No marks shall be given without documentary evidence, such as a completion certificate, a reference letter from the client, and a letter of award.
- The language of any document provided by the bidder must be accompanied by an English transcript if it is not in English.
- All Machinery listed above shall be owned/leased by the Firm. Evidence of ownership/leased is to be attached.

Experience (35 Marks)

Sr. No.	Description	Marks Assigned	Explanation/Basis for Marks
a)	Projects of the following nature and complexity completed by the Firm/Consortium. The scope shall include construction of Civil, Electrical, Mechanical, Plumbing, and Bio-Medical works, including infection control and healthcare IT Two (02) projects @ 10 marks each project with 1.5 marks for JCI/accredited hospital; 1 mark for LEED-certified hospital.	25	Marks shall be awarded only if the project is a hospital project of minimum 200 beds, completed by the lead partners of the Consortium/JV. Minimum cost of each assignment shall not be less than USD 20.00 million (or equivalent). No marks shall be awarded for works below the specified limits.
b)	A Project of the following nature and complexity (completed): including Civil, MEP, and Finishing Works, comprising MEP and Construction.	10	8 marks shall be awarded for a building project. An additional 2 marks shall be awarded if the project is a Hospital Project. Minimum cost of the assignment shall be not less than USD 10.00 million (or equivalent). No marks shall be awarded for works below the specified limits.
Total Marks Allocated		35	

Personnel Capabilities (15 Marks) collectively

Sr. No.	Criteria	Required No.	Total Marks	Marks Criteria
1	Project Manager	02	3.0	BSc Civil Eng. or relevant; Total 18 yrs; General 12 yrs; Hospital-related 6 yrs. OR MSc Civil Eng. or relevant; Total 15 yrs; General 10 yrs; Hospital-related 5 yrs. Marking: Education (0.5): BSc = 0.4, MSc = 0.5. Similar tasks (1.0): 3+ projects = 1.0; 2 projects = 0.6; 1 project = 0.4.
2	Structural Designer/Engineer	01	1.0	Education: BSc Civil Eng. or relevant; Total 15 yrs; General 10 yrs; Hospital-related 5 yrs. Marking Education (0.5): Bachelor's in Architecture/Architectural Engg. = 0.4; Master's = 0.5. Similar tasks (0.5): 3+ projects = 0.5; 2 = 0.4; 1 = 0.2.
3	MEP Design Engineer	02	2.0	Education: BSc Civil Engg. or relevant; Total 15 yrs; General 10 yrs; Hospital-related 5 yrs. Marking: Education (0.5): Bachelor's in Architecture/Architectural Engg. = 0.4; Master's = 0.5. Similar tasks (0.5): 3+ projects = 0.5; 2 = 0.4; 1 = 0.2.
4	Interior Designer	01	1.0	Bachelor's in Architecture + certification in Interior Designing; Total 15 yrs; General 10 yrs; Hospital-related 5 yrs. OR

				Master's in Architecture + certification; Total 12 yrs; General 8 yrs; Hospital-related 4 yrs. Marking Education (0.5): Bachelor's = 0.4; Master's = 0.5. Similar tasks (0.5): 3+ = 0.5; 2 = 0.4; 1 = 0.2.
5	Civil Engineer	02	2.0	BSc Civil Engg. or relevant; Total 10 yrs; General 6 yrs; Hospital-related 4 yrs. OR MSc Structural Engg. or relevant; Total 8 yrs; General 5 yrs; Hospital-related 3 yrs. Marking Education (0.25): BSc = 0.20; MSc = 0.25. Similar tasks (0.25): 3+ = 0.25; 2 = 0.15; 1 = 0.10.
6	Mechanical Engineer	01	1.0	BSc/MSc Mechanical Engg. or relevant; 10/8 total yrs; 6/5 general yrs; 4/3 hospital yrs; Education 0.25 + Similar tasks 0.25
7	Electrical Engineer	01	1.0	BSc/MSc Electrical Engg. or relevant; 10/8 total yrs; 6/5 general yrs; 4/3 hospital yrs; Education 0.25 + Similar tasks 0.25
8	Environmental Engineer	01	0.5	BSc/MSc Electrical Engg. or relevant; 10/8 total yrs; 6/5 general yrs; 4/3 hospital yrs; Education 0.25 + Similar tasks 0.25
9	Contracts Engineer	01	0.5	BSc/MSc Electrical Engg. or relevant; 10/8 total yrs; 6/5 general yrs; 4/3 hospital yrs; Education 0.25 + Similar tasks 0.25
10	Biomedical Engineer	01	0.5	BSc/MSc Electrical Engg. or relevant; 10/8 total yrs; 6/5 general yrs; 4/3 hospital yrs; Education 0.25 + Similar tasks 0.25
11	Planning Engineer	01	0.5	BSc/MSc Electrical Engg. or relevant; 10/8 total yrs; 6/5 general yrs; 4/3 hospital yrs; Education 0.25 + Similar tasks 0.25
12	Infection Control Specialist	01	0.5	Bachelor's in Nursing/Microbiology/Public Health/Medical Technology/related health sciences; Total 10 yrs; General 6 yrs; Hospital-related 4 yrs. OR Master's; Total 8 yrs; General 5 yrs; Hospital-related 3 yrs. Marking: Education (0.25): Bachelor's = 0.20; Master's = 0.25. Similar tasks (0.25): 3+ = 0.25; 2 = 0.15; 1 = 0.10.
13	IT Engineer	1	0.5	Bachelor's/Master's in CS/IT/Software Engg. or related; Experience same pattern as Sr. No. 12; Education 0.25 + Similar tasks 0.25 (same scale).
14	Materials Engineer	1	0.5	Bachelor's/Master's in Materials/Metallurgical/Engg. or related; Experience same pattern; Education 0.25 + Similar tasks 0.25 (same scale).
15	Chief Surveyor	1	0.5	Education: DAE (Civil); Total 20 yrs; General 15 yrs; Hospital-related 5 yrs. Marking: Education 0.25 (DAE = 0.25). Similar tasks 0.25: 3+ = 0.25; 2 = 0.15; 1 = 0.10.
Grand Total		18	15.0	

Equipment Capability (20 Marks) collectively

Sr. No.	Equipment Type and Characteristics	Quantity	Maximum Marks
1.	Mobile Crane Capacity min. 50-tons	1	1
2.	Tower Crane Capacity min. 12 tons	1	1
3.	Welding Plant, Compressor and Gen. set	1	1
4.	Excavator with 2 Dumper Trucks (4-sets) (1 mark each)	4	4
5.	Vibratory Roller	1	1
6.	Forklift lifter and front-end loader (Capacity min.1-ton)	1	1
7.	Formwork (min.100,000 sft)	-	2
8.	Concrete batching Plant (1 mark each)	2	2
9.	Transit Mixers (1mark each)	4	4
10.	Concrete Pump (1 mark each)	2	2
11.	Total Station (Motorized/Robotic Control)	1	1
Sub-total:			20

Financial Soundness (30 Marks) collectively

Sr. No.	Description	Marks Assigned	Criteria for Marks Obtained
a)	Available Bank Credit Line	10	Full Marks are given if the available bank credit line is equal to or more than PKR 2000 million (or equivalent amount in foreign currency). For Credit limit less than PKR 2000 million, following formula will be applicable: $(A/2000) \times 10$; Where: A= Available Bank Credit Limit For Credit limit less than PKR 500 million, no marks will be awarded <i>Note: Credit Line provided by bank should not older than 6 months.</i>
b)	Average Working Capital of last financial year	15	15 Marks are given if the available average working capital of last financial year is equal to or more than PKR 1000 million (or equivalent amount). For the average working capital less than PKR 1000 million following formula will be applicable: $(A/1000) \times 15$ where: A= Average working capital of last financial year. For average working capital less than PKR 500 million (or equivalent amount), no marks will be awarded <i>Note: No marks if Annual Audit Report of last three years duly certified from Chartered Accountant is not attached</i>
c)	Audited Balance sheets of last three (03) financial years	05	Full marks will be awarded if the average annual turnover for the last three financial years is more than PKR 2000 million. For the average annual turnover less than PKR 2000 million following formula will be applicable: $(A/2000) \times 5$ where A= Average annual turnover of last three financial year. For average annual turnover less than PKR 500 million (or equivalent amount), no marks will be awarded
Total Marks Allocated			30

In case of any conflict between the provisions of the PPRA Rules and the procurement Guidelines of SFD, the provisions of the SFD Procurement Guidelines shall prevail

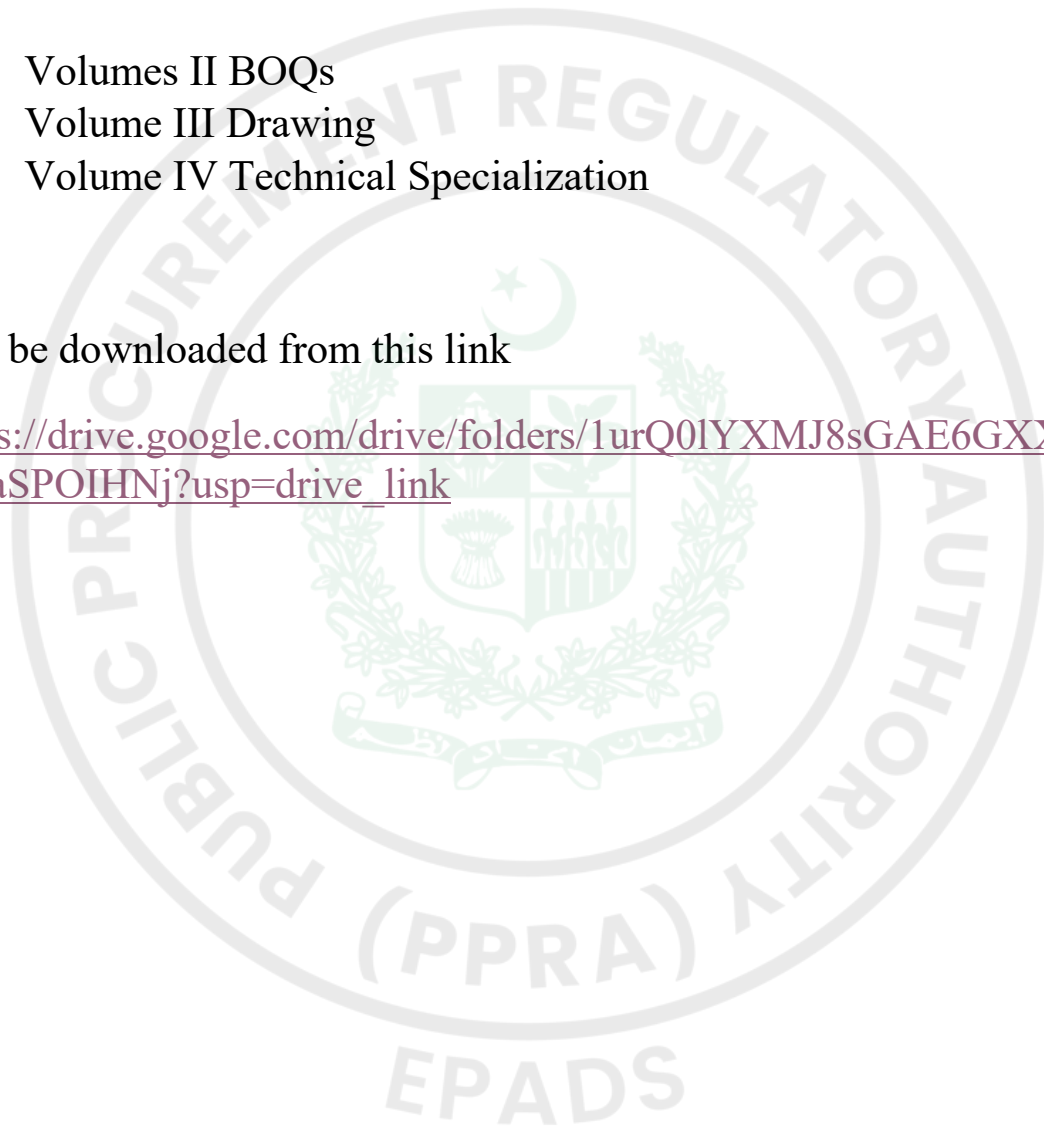
Construction of King Salman Bin Abdullaziz Al Saud Hospital, Islamabad, Pakistan

(Hospital and Allied Buildings)

- Volumes II BOQs
- Volume III Drawing
- Volume IV Technical Specialization

Can be downloaded from this link

https://drive.google.com/drive/folders/1urQ01YXMJ8sGAE6GXXrQvprPaSPOIHNj?usp=drive_link



SFD
الندوق السعودي للتنمية
Saudi Fund for Development



Construction of
King Salman Bin Abdullaziz Al Saud Hospital,
Islamabad, Pakistan
(Hospital and Allied Buildings)

Bidding Documents
Volume I: Conditions of Contracts (COC)

June – 2026

Ministry of National Health Services, Regulation and Coordination
Government of Pakistan

INVITATION FOR BIDS

Construction of King Salman Bin Abdullaziz Al Saud Hospital, Islamabad, Pakistan (Hospital and Allied Buildings)

1. The Capital Development Authority (CDA) invites bids under PPRA 2004, Rule 36 (c), from approved contractors/firms with relevant experience.
2. CDA invites sealed bids under a two-stage bidding procedure for the **Construction of King Salman Bin Abdullaziz Al Saud Hospital, Islamabad, Pakistan (Hospital and Allied Buildings)**. In the first stage, bidders submit a technical proposal without a price. Proposals are evaluated against the criteria and may be discussed to address deficiencies. Bidders are then allowed to revise their proposals. The procuring agency may amend technical requirements or evaluation criteria, provided that all bidders are equally informed before final bids are invited. In the second stage, bidders whose technical proposals are not rejected and who agree to the revised requirements are invited to submit a revised technical proposal along with the financial proposal.
3. The Bidder must be in JV with at least one Saudi Contracting Company and one Pakistani company, which is mandatory to comply with SFD conditions.
4. Details of Procurement are as follows:

Sr.	Description	Bid Security
1	Construction of King Salman Bin Abdullaziz Al Saud Hospital, Islamabad, Pakistan. (Hospital and Allied Buildings)	PKR 200 Million

5. Please note that the subject procurement shall be carried out through EPADS Ver. 2.0 of the Public Procurement Regulatory Authority (PPRA) only. All interested applicants are required to register on EPADS to be eligible for participation. Bidding/Tender Documents containing detailed requirements, terms, and conditions are available for the registered bidders on EPADS.
6. All E-bids must be accompanied by a Bid-Security of the estimated price as mentioned above, in the name of "Capital Development Authority", and in the form of CDR/Bank Guarantee / Demand Draft / Pay Order.
7. The Original Bid Security instrument must be submitted in an envelope clearly marked with the Tender Title before the E-bid Submission deadline to the address below.
8. The bidders shall complete and authenticate their complete E-bids (by uploading a PDF File), and it must be submitted online on the e-Pak Acquisition and Disposal System (EPADS) website, i.e. <http://eprocure.gov.pk/>, as per the following schedule:

Call for E-bids published	Monday 22 June 2026
Pre-Bid Meeting	Monday 27 July 2026 at 3.00 pm PST Online via Zoom
E-Bids submission	Monday 24 August 2026 before 3.00 pm PST
E-Bids opening	Monday 24 August 2026 at 3.30 pm PST

9. For EPADS registration and training, or if you encounter any technical difficulties using EPADS, please contact Mr. Usama, MIS, EPADS, 2nd Floor, Evacuee Trust Building, Sector G-5/2, Islamabad.
10. CDA may reject all bids or proposals at any time prior to the acceptance of a bid or proposal under PPRA Rules 2004 (Rule-33).

INSTRUCTIONS TO BIDDERS (IB)

A. General

IB.1 Scope of Bid

- 1.1 The Employer, as defined in the Bidding Data, hereinafter called “the Employer”, wishes to receive bids for the construction and completion of works as described in these Bidding Documents and summarized in the Bidding Data, hereinafter referred to as the “Works”.
- 1.2 The successful Bidder will be expected to complete the Works within the time specified in the Bidding Data.

IB.2 Source of Fund

- 2.1 The Employer has applied for/received funding from the source(s) in various currencies towards the cost of the project specified in the Bidding Data, and it is intended that part of the proceeds of this funding will be applied to eligible payments under the Contract for which these Bidding Documents are issued.

IB.3 Eligible Bidders

- 3.1 This Invitation for Bids is open to all Bidders meeting the following requirements at the time of submission of Bids and thereafter:
 - a. Duly registered in the category relevant to the value of the Works in the relevant field of specialization in the respective country of origin. Local or foreign firms are eligible to bid in a JV with a Saudi Firm.
 - b. Pakistani constructors must be on the Active Taxpayer List of the Federal Board of Revenue and provincial revenue authority/ board, where applicable; and
 - c. All partners constituting the Bidder, including proposed subcontractors, must not appear on the lists of debarred/blacklisted firms and individuals on the websites of PEC and Federal & Provincial Procurement Regulatory Authorities, and must not have been declared debarred/blacklisted by a foreign country, international organizations, or other foreign institutions.

IB.4 Eligible Materials, Equipment, and Services

- 4.1 All materials, equipment, and services to be supplied under this Contract shall have their origin in eligible countries described under paragraph 4.4 hereunder.
- 4.2 For the purpose of this Clause, “origin” means the place where the Goods are mined, grown, or produced, or from where the ancillary services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components
- 4.3 The origin of Goods and Services is distinct from the nationality of the Bidder.
- 4.4 Eligible countries to participate in this bidding process are those which have been notified by the Ministry of Interior, Government of Pakistan, as Business Friendly Countries; information can be accessed through the following link:

<http://www.dgip.gov.pk/Files/Visa%20Categories.aspx#L>

IB.5 One Bid per Bidder

- 5.1 Each Bidder shall submit only one Bid. A Bidder who submits or participates in more than one Bid (other than alternatives pursuant to Clause IB.17) will be disqualified.

IB.6 Site Visit

- 6.1 The Bidders may visit and examine the Site of Works and its surroundings, and obtain, on

their own responsibility, all information that may be necessary for preparing the Bid and entering into a contract for the construction of the Works. All costs in this respect shall be at the Bidders' own expense.

- 6.2 The Bidders and any of their personnel or agents will be granted permission by the Employer to enter upon his premises and lands for the purpose of such inspection, but only upon the express condition that the Bidders, their personnel and agents, will release and indemnify the Employer, his personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of such inspection.
- 6.3 The Bidders are expected to carefully examine the contents of all the above documents. Failure to comply with the requirements of the bid submission will be at the Bidder's own risk. Pursuant to Clause IB.26, bids which are not substantially responsive to the requirements of the Bidding Documents will be rejected.

IB.7 Clarification of Bidding Documents

- 7.1 Any prospective Bidder requiring any clarification(s) in respect of the Bidding Documents may notify the Employer in writing at the Employer's email ID indicated in the Invitation for Bids. The Employer must respond to any request for clarification received earlier than the period specified in the Bidding Data within three working days of receipt.
- 7.2 Copies of the Employer's response will be forwarded to all purchasers of the Bidding Documents, including a description of the inquiry, but without identifying its source.
- 7.3 The Bidders are requested to submit any questions in writing to the Employer no later than two (2) days before the proposed pre-bid meeting.
- 7.4 Minutes of the pre-bid meeting, including the text of the questions raised and the replies given, will be transmitted without delay to all purchasers of the Bidding Documents. Any modification of the Bidding Documents listed in Sub- Clause IB.7.1 hereof, which may become necessary as a result of the pre-bid meeting, shall be made by the Employer exclusively through the issuance of minutes of the pre-bid meeting duly published on the PPRA/EPDAS website.
- 7.5 Absence at the pre-bid meeting will not be a cause for the disqualification of a Bidder.

IB.8 Amendment of Bidding Documents

- 8.1 At any time prior to the deadline for submission of bids, the Employer may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by issuing an addendum.
- 8.2 Any addendum thus issued shall be part of the Bidding Documents listed in Sub-Clause IB.7.1 hereof and shall be communicated in writing to all purchasers of the Bidding Documents. Prospective Bidders shall acknowledge receipt of each addendum in writing to the Employer.
- 8.3 Such an addendum shall be issued not later than a number of days prior to the deadline for submission of bids, specified in the Bidding Data. To afford prospective Bidders a reasonable time in which to take an addendum into account in preparing their bids, the Employer may extend the deadline for submission of bids in accordance with Clause IB.20.

B. Preparation of Bids

IB.9 Cost of Bidding

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

IB.10 Language of Bid

- 10.1 The Bid and all correspondence and documents related to the Bid exchanged by a Bidder, and the Employer shall be in the Bid language stipulated in the Bidding Data and Particular Conditions of Contract. Supporting documents and printed literature furnished by the Bidders may be in any other language provided the same are accompanied by a duly

certified translation of the relevant parts in the Bid language, in which case, for purposes of evaluation of the bid, the translation in the Bid language shall prevail.

IB.11 Documents Comprising the Bid

11.1 Each Bidder shall:

- a) Submit duly filled in, signed, and stamped Letter of Bid and completed Schedules to Bid as required, including priced Bill of Quantities, in accordance with Clause IB.18 hereof;
- b) Submit Bid Security in accordance with Clause IB.16 hereof;
- c) Submit an alternative proposal, if permissible in accordance with Clause IB.17;
- d) Submit a written power of attorney authorizing the signatory of the Bid to act for and on behalf of the Bidder. The name and position held by each person signing the authorization must be typed or printed below their signature.
- e) Submit the Qualification Updating Forms duly filled in, signed, and stamped along with requisite attachments, to establish that the Bidder continues to meet the Eligibility and Qualification Criteria set out in the Pre- Qualification Documents and as provided in the Section "Evaluation Criteria and Qualification Updating Forms";
- f) Furnish a technical proposal taking into account the various Schedules to Bid, especially the following:

Schedule-C to Bid	Proposed Construction Schedule
Schedule-D to Bid	Method of Performing the Work
Schedule-E to Bid	List of Major Equipment
Schedule-F to Bid	Organization Chart for Supervisory Staff, and other pertinent information, such as the mobilization program, etc.
Schedule-K to Bid	Quality Assurance & Quality Control Plan
Schedule-L to Bid	HSE Plan

11.2 Bids submitted by a joint venture of three (3) or less firms specified in Bidding Data shall comply with the following requirements:

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

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

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

IB.12 Bid Prices

12.1 The price and discount if any, quoted by the Bidders in the Letter of Bid and in the Bill of Quantities shall conform to the requirements specified below:

12.2 The Bidder shall quote any discounts and the methodology for their application.

12.3 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole of the Works as described in Sub-Clause IB.1.1 hereof, based on the unit rates and/or prices.

12.4 The Bidders shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by a Bidder will not be paid for by the Employer when executed and shall be deemed covered by rates and prices for other items in the Bill of Quantities.

12.5 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to the deadline for submission of bids, shall be included in the rates and prices and the total Bid Price submitted by a Bidder.

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

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

IB.13 Currencies of Bid and Payment

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

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

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

13.3 For payment purposes, the exchange rates shall be used as of the date the invoice is submitted. If the exchange rate variation is less than (+/-) 5%, the rate as of the bid submission shall be used.

IB.14 Bid Validity

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

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

IB.15 Bid Security

15.1 Each Bidder shall furnish, as part of his Bid, a Bid Security in original form in the amount stipulated in the Bidding Data, in Pakistani Rupees (PKR) or an equivalent amount in a freely convertible currency.

15.2 The Bid Security shall be, at the option of the Bidder, in the form of Call Deposit Receipt (CDR) / Pay Order or a Security issued in the prescribed form included in the Bidding Documents, by: (a) Scheduled Bank in Pakistan; or (b) foreign bank duly counter-guaranteed by a Scheduled Bank in Pakistan valid for a period of fourteen (14) days beyond the Bid Validity date. The Bid Security of a Joint Venture shall be in the name of the Joint Venture, or the Lead Firm, or in the ratio of shares of the individual JV partners submitting the Bid.

15.3 Any Bid not accompanied by an acceptable Bid Security in accordance with the provisions of the Bidding Documents shall be rejected by the Employer as non-responsive.

15.4 The Bid Securities of all Bidders except the successful lowest bidder shall be returned by the Employer within twenty-eight (28) days from the date of opening of Bids, provided that a Bidder requests the return of its Bid Security, or upon the expiry of the original Bid Security validity period or its extension, whichever occurs earlier.

15.5 The Bid Securities of the successful bidder shall be returned upon furnishing the required Performance Security.

15.6 The Bid Security may be forfeited if:

(a) The Bidder withdraws its Bid, except as provided under Sub-Clause IB.22.1;

(b) The Bidder does not accept the correction of its Bid Price pursuant to Sub-Clause IB.28.2; or

(c) The successful Bidder fails to furnish the required Performance Security in accordance with the Bidding Documents.

15.7 In case of annulment of the bidding process, all Bids submitted, including Bid Securities, shall be returned to the Bidders within fourteen (14) days from the date of annulment.

IB.16 Alternative Proposals by Bidder

16.1 Unless otherwise specified in the Bidding Data, alternative proposal(s) shall not be considered.

16.2 Should any Bidder consider that he can offer any advantages to the Employer in accordance with the clause 13.2 of General Conditions of Contract, by a modification to the designs, specifications or other conditions, he may, in addition to his Bid to be submitted in strict compliance with the Bidding Documents, submit any alternative proposal(s) containing (a) relevant design calculations; (b) technical specifications; (c) proposed construction methodology; and (d) any other relevant details/conditions, provided always that the total sum entered on the Letter of Bid shall be that which represents complete compliance with the Bidding Documents.

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

IB.17 Late Bids

a. Any Bid received by the Employer after the deadline for submission of bids prescribed in Clause IB.20 may be declared late, rejected.

- b. Delays in the bid submission via EPADS shall not be accepted as an excuse for failure to deliver a Bid at the proper place and time.

IB.18 Modification, Substitution, and Withdrawal of Bids

- 18.1 Any Bidder may modify, substitute, or withdraw their Bid before the last date of Bid submission, provided that the modification, substitution, or written notice of withdrawal is received by the Employer prior to the deadline for submission of bids.
- 18.2 No Bid may be modified by a Bidder after the deadline for submission of Bids.

C. Bid Opening and Evaluation

IB.19 Bid Opening

- 19.1 The Employer will open the Bids, including withdrawals, substitutions, and modifications made pursuant to Clause IB.22, in the presence of Bidders' representatives who choose to attend, at the time, date, and location stipulated in the Bidding Data. The Bidders' representatives who are present shall sign a register evidencing their attendance.
- 19.2 The Bidder's name, total Bid Price, and price of any alternative proposal(s), any discounts, bid modifications, substitutions, and withdrawals, the presence or absence of Bid security, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening of Bids. Only discounts and alternative proposals read out at the bid opening shall be considered for evaluation. The Letter of Bid and the Summary Bill of Quantities are to be initiated by representative(s) of the Employer attending the Bid opening. The Employer shall neither discuss the merits of any Bid nor reject any Bid (except for late Bids, in accordance with Sub-Clause IB 21.1).
- 19.3 The Employer shall prepare minutes of the Bid opening, including the information disclosed to those present in accordance with the Sub-Clause IB.23.3.

IB.20 Process to be Confidential

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

IB.21 Clarification of Bids

- 21.1 To assist in the examination, evaluation, and comparison of Bids, the Employer may, at his discretion, ask any Bidder for clarification of his Bid, including breakdowns of unit rates and lump sum prices. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The request for clarification and the response shall be in writing. No change in the price or substance of the Bid shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids in accordance with Clause IB.28.
- 21.2 The Employer may, at its discretion, ask any Bidder for confirmation/ submission of missing information to clarify its Bid. However, the Employer is not obligated to request any additional information or clarification regarding missing or deficient information in a Bid. The Employer may reject any Bid as non-responsive if found materially incomplete, obscure, irregular, or omitting any material information required to be submitted in accordance with the Bidding Documents.
- 21.3 If a Bidder does not provide clarifications of its Bid by the date and time set reasonably (not less than seven (7) days) in the Employer's request for clarification, the Employer may proceed with the evaluation based on the information submitted in the Bid without waiting

for the Bidder's response.

IB.22 Examination of Bids and Determination of Responsiveness

- 22.1 Prior to the comparison of Bids, the Employer will determine whether each Bid is substantially responsive to the requirements of the Bidding Documents.
- 22.2 The Employer's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, as defined in Sub- Clause IB.12.
- 22.3 A substantially responsive Bid is one that meets the requirements of the Bidding Documents, without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,
- (a) if accepted, would:
 - (i) affect in any substantial way the scope, quality, or performance of the Works; or
 - (ii) limit in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the Bidder's obligations under the proposed Contract; or
 - (b) If rectified, it would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.
- 22.4 During the evaluation of Bids, the following definitions apply:
- (a) "Deviation" is a departure from the requirements specified in the Bidding Documents;
 - (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and
 - (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Documents.
- 22.5 The Employer shall examine the technical aspects of the Bid submitted in accordance with Sub-Clause IB.12.1(f), in particular, to confirm that all requirements stated in Specifications have been met without any material deviation, reservation, or omission.
- 22.6 If a Bid is not substantially responsive to the requirements of the Bidding Documents, it will be rejected by the Employer and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation.

IB.23 Nonmaterial Nonconformities

- 23.1 Provided that a Bid is substantially responsive, the Employer may waive any nonconformities in the Bid.
- 23.2 Provided that a Bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Bid related to documentation requirements. Requests for information or documentation regarding such nonconformities shall not be related to any aspect of the Bid price. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 23.3 Provided that a Bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component, by adding the average price of the item or component quoted by the other two lowest evaluated substantially responsive Bidders. If the price of the item or component cannot be derived from the price of other substantially responsive Bids, the Employer shall use a suitable CSR, adjusted to the date 28 days earlier to the Bid submission date or its best assessment.

IB.24 Correction of Arithmetic Errors

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

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

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

IB.25 Evaluation and Comparison of Bids

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

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

- (a) making any correction for arithmetic errors pursuant to Clause IB.28;
- (b) price adjustment due to discounts offered in accordance with Sub-Clause IB.23.3;
- (c) excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities, but including competitively priced daywork;
- (d) making an appropriate price adjustment for any quantifiable nonmaterial nonconformities in accordance with Sub-Clause IB.27.3; and
- (e) The additional evaluation factors are in Section Evaluation Criteria and Qualification Updating Forms.

25.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in the comparison of Bids.

IB.26 Abnormally Low Bids

26.1 If the Bid Price of the successful Bidder is more than 15% below the lower of the Employer's estimate of the cost of work to be performed under the Contract or average of other lowest two evaluated substantially responsive Bids, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require an additional Performance Security by 10% of the difference of the Bid Price as determined hereinabove, up to issuance of the Taking Over Certificate at the expense of the successful Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract. Bids with a Bid Price lower than 25% shall be liable to rejection.

IB.27 Unbalanced or Front-Loaded Bids

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

Taking Over Certificate or as instructed by the Engineer.

D. Award of Contract

IB.28 Award Criteria

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

IB.29 Employers' Right to Annul the Bidding Process

29.1 Notwithstanding Clause IB.32, the Employer reserves the right to annul the bidding process and reject all Bids, at any time prior to award of Contract, without thereby incurring any liability to the affected Bidders or any obligation.

The Employer shall, upon request, communicate to any Bidder who submitted a Bid, the grounds for its rejection of all Bids, but is not required to justify those grounds. Rejection of all Bids shall be promptly notified to all Bidders.

IB.30 Notification of Award

30.1 Prior to the expiration of the period of Bid validity prescribed by the Employer, the Employer will notify the successful Bidder in writing ("Letter of Acceptance") that his Bid has been accepted. This letter shall name the sum which the Employer will pay the Contractor in consideration of the execution and completion of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called the "Accepted Contract Amount").

The Letter of Acceptance will also state the remedies with respect to Sub-Clauses IB.30 & IB.31 if applicable.

30.2 No negotiation with the Bidder having submitted the most advantageous Bid or any other Bidder shall be permitted; however, the Employer may have clarification meetings before issuing the Letter of Acceptance to clarify any item in the Bid evaluation report.

30.3 The Letter of Acceptance/ notification of award and its acknowledgment/acceptance by the Bidder will constitute the formation of the Contract, binding the Employer and the Bidder till signing of the formal Contract Agreement.

30.4 Upon furnishing by the successful Bidder of a Performance Security, the Employer will promptly notify the other Bidders that their Bids have been unsuccessful and return their Bid securities in accordance with Sub-Clause IB.16.5.

IB.31 Performance Security

31.1 The successful Bidder shall furnish to the Employer a Performance Security in the form and the amount stipulated in the Conditions of Contract and additional Performance Security if applicable under IB.30 as stated in the Letter of Acceptance, within a period of 28 days after the receipt of Letter of Acceptance.

31.2 Failure of the successful Bidder to comply with the requirements of Sub Clause IB.35.1 or Clauses IB.36 or IB.37 shall constitute sufficient grounds for the annulment of the award, forfeiture of the Bid security and to award the Contract to the Bidder having submitted next advantageous Bid.

IB.32 Signing of Contract Agreement

32.1 Within 14 days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Employer will notify the successful Bidder to depute its representative with appropriate Power of Attorney to sign the Contract Agreement in the form provided in the Bidding Documents, incorporating all agreements between the parties.

32.2 The formal Agreement between the Employer and the successful Bidder shall be executed within 14 days of the receipt of the above-stated notification by the successful Bidder from the Employer

IB.33 Integrity Pact

33.1 The Bidder shall sign and stamp the Integrity Pact provided at Schedule-J to Bid in the Bidding Documents. Failure to provide such an Integrity Pact shall make the Bidder non-responsive

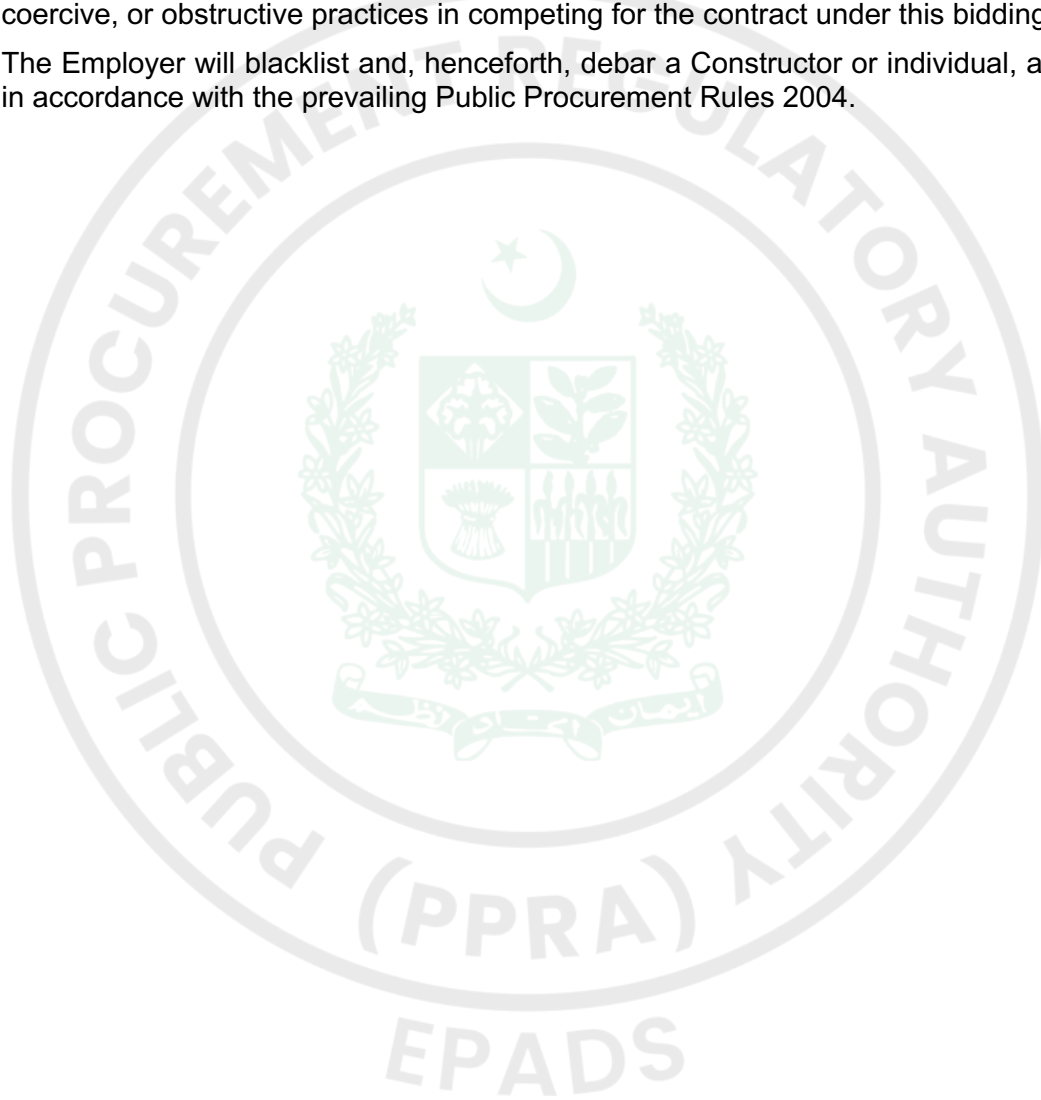
IB.34 Instructions not Part of Contract

34.1 Bids shall be prepared and submitted in accordance with the Instructions to Bidders, which are provided to assist the Bidders in preparing Bids, but do not constitute part of the Contract.

IB.35 Corrupt and Fraudulent Practices

35.1 The Employer will reject a Bid if it determines that the Bidder recommended for award, or any of its personnel, or its agents, or its sub-contractors, service providers, suppliers, and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract under this bidding.

35.2 The Employer will blacklist and, henceforth, debar a Constructor or individual, at any time, in accordance with the prevailing Public Procurement Rules 2004.



BIDDING DATA (BD)

1.1	<p>Name and address of the Employer: Ministry of National Health Services Regulation and Coordination, 3rd Floor Kohsar Block, Pak Secretariate Islamabad</p>
1.1	<p>Name of the Project</p> <p>Construction of King Salman Bin Abdulaziz Al Saud Hospital, Islamabad, Pakistan</p> <p>Summary of the Works</p> <p>The Works under this Contract comprise the construction of the main Hospital and Allied Buildings of the King Salman Bin Abdulaziz Al Saud Hospital, Islamabad, including all associated civil, architectural, structural, mechanical, electrical, plumbing, firefighting, HVAC, medical gas systems, and external works directly related to the Hospital and Allied Buildings complete in all respects, in accordance with the Contract Documents. This scope of this invitation is limited to only the construction of the Hospital and Allied Buildings</p>
1.2	Time for Completion for the Works: 700 days from the award of contract
2.1	<p>Name of the Borrower/Source of Funding:</p> <p>The Project is co-financed through funding by the Saudi Fund for Development (SFD) and partial financing by the Government of Pakistan, through the Ministry of National Health Services Regulation and Coordination, through Capital Development Authority (CDA) acting as the Executing Agency.</p> <p>Type of Funding:</p> <p>The Project is co-financed through financial assistance provided by the Saudi Fund for Development (SFD) and public sector funding from the Government of Pakistan.</p>
3.1	<p>A bidder must comprise of at least One Saudi & One Pakistani or firm or company with a formal existing agreement (on Judicial Papers) in the form of a joint venture or consortium. Maximum permissible is a JV of not more than 3-Firms/Company.</p> <p>In the case of a joint venture or consortium, all members shall be jointly and severally liable for the execution of the Contract in accordance with the terms and conditions of the Contract. The joint venture or consortium shall nominate a Lead Member as nominated in the BDS, who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture or consortium during the Bidding process, and in case of award of contract, during the execution of contract.</p> <p>Contractors/Firms fulfilling the eligibility criteria specified in this clause are permitted to participate in the bidding process, however JV with a Saudi Contracting Company/firm will be mandatory as per conditions by SFD. Foreign contractors/firms may participate in accordance with the provisions of ITB Clause IB.3.</p>
7.3	<p>Time limit for clarification: 2 days before the pre-bid meeting</p> <p>Venue, time, and date of the pre-Bid meeting: Pre-bid meeting shall be held online 27 July 2026 at 3.00 pm PST. To register for pre-bid send email request to j.anwar@unsw.edu.au</p>
8.3	Number of days: 60 days
10.1	Bid language: English

12.2	<ul style="list-style-type: none"> • The maximum number of Joint Venture (JV) partners shall be three (03). • Foreign Constructors shall be eligible to participate in the bidding process in JV with at least one Saudi construction company and one Pakistani construction company. • The Local Constructor forming part of the Joint Venture shall be registered with the Pakistan Engineering Council in the category CA and specialization relevant to the Works.
12.6	<p>All direct and Indirect taxes shall be included in the final bid price quoted by the Contractor. No additional cost will be included in the bidder's quoted price.</p> <p>At the time of finalization of Contract Agreement with the successful party, all taxes will be discussed, finalized, and mentioned in the Contract amount as a separate line indicating which taxes shall be paid by the contractor and which taxes shall be deducted at source and paid directly by the Procuring Agency on behalf of the Contractor; however, the bid price will remain unchanged.</p>
13.1	<p>Bidders shall quote their Bids entirely in Pakistani Rupees (PKR)</p> <p>The single currency for the conversion of all prices expressed in various currencies into a single one is the Pakistani Rupee (PKR). The conversion rate of foreign exchange shall be the selling rate issued by the State Bank of Pakistan on the Date of Bid Submission.</p>
14.1	Period of Bid Validity: 120 days
15.1	Amount of Bid Security: PKR 200 Million
16.1	Alternative Proposal(s) by the Bidder shall not be Considered.
19.2(a)	Employer's address for the purpose of Bid submission is same as mentioned in Invitation for bids.
20.1(a)	Deadline for submission of Bids: Monday 24 th August 2026 by 3.00 PM PST
23.1	<p>Venue, time, and date of Bid opening: Monday 24th August 2026 at 3.30 PM PST</p> <p>Venue shall be same as mentioned in Invitation for Bids.</p>

EVALUATION CRITERIA AND QUALIFICATIONS

Eligibility Criteria

The applicants (Firm/ Joint Venture - maximum up to 03 companies) fulfilling the following basic eligibility criteria shall only be considered for further evaluation (relevant documents to be attached):

- a) Valid registration of the Lead Member in their respective country.
- b) For local firms, a valid PEC license in category CA and a Certificate of Registration from SECP or the registrar of Firms. Foreign firms must attach a similar certificate from their home country.
- c) Certificate of registration with Income Tax & Sales Tax under the relevant authorities. Foreign firms must attach a similar certificate from their home country.
- d) Affidavit on non-judicial stamp paper that non-performance of a contract did not occur within the last ten years, based on information on all settled disputes or litigation.
- e) Judicial Affidavit declaring "Neither the firms nor their Directors, Stakeholders, as a whole or as a part of the firm, have ever been blacklisted/ defaulted by any government agency/ department/organization".

Note: In the case of a joint venture, all members must meet the aforementioned basic Eligibility Criteria in full. For foreign firms, registration with PEC will not be mandatory for technical qualification.

Qualification Criteria

Mandatory Eligibility

Firms that fail to comply with the mandatory eligibility requirements shall be disqualified outright.

S. No	Description	Marks	Eligibility
1	Valid Registration with PEC in Category C-A (In case of JV the Local partner shall provide this registration)	Nil	Mandatory
2	Relevant Specialization Codes CE-01 (i & ii), CE-02 (ii & x), CE-9, CE-10, CE-11 (i, vii, ix), EE-01, EE 03 to EE-06, EE11 (i, ii, iii & vi) ME-01, ME-02, ME-03 (i, & iii), ME-04, ME-06 BC-01 (In case of JV the Local partner shall provide these codes). Note: The Bidder, whether a Single Entity, Joint Venture (JV), or Consortium, may meet the specialized code requirements collectively.	Nil	Mandatory
3	A certificate from the Bank shall be provided in original by the firm/consortium/JV in support of financing of PKR. 2000-Million or equivalent in foreign currency to be available within one month to execute the project.	Nil	Mandatory
4	Registration and/or Tax number from the relevant Tax agency of each JV partner.	Nil	Mandatory
5	Undertaking that non-performance has never occurred by the firm during the past 10-years. This undertaking shall be provided on PKR.1,000/- non-judicial stamp paper. Foreign company to submit undertaking duly attested from their notary public (All JV Partners must provide this undertaking).	Nil	Mandatory
6	Undertaking regarding non-blacklisting of Firm on PKR.1000/- non-judicial stamp paper. Foreign company to submit undertaking duly attested from	Nil	Mandatory

	their notary public (All JV Partners must provide this undertaking).		
7	Provide the following of the last three (03) financial years (All JV Partners). i) Audited Financial Statements ii) Bank credit facility confirmations iii) Tax clearance certificates	Nil	Mandatory

Note:

- The mandatory requirements shall be on a knock-out basis, and any bidder declared non-responsive in the mandatory criteria stage shall be non-responsive and ineligible for further scoring-based evaluation.
- All applications will be further evaluated according to the following criteria if the mandatory requirements are fulfilled.

Marking Criteria:

Technical qualification shall be based on the criteria specified in Bidder's Experience, Personnel Capabilities, Equipment Capabilities, and Financial Soundness, as demonstrated through the bidder's responses in the forms attached to the bid. The Employer reserves the right to waive minor deviations, provided such deviations do not materially affect the Bidder's capability to perform the Contract. The experience and resources of subcontractors shall not be considered in determining the Bidder's compliance with the qualifying criteria. Only the experience and resources of a Joint Venture shall be considered. A Consortium or Association of firms shall be treated similarly to a Joint Venture. The qualification criteria and their respective weightages/marks are as follows:

No.	Description	Marks
1	Experience	35
1.1	International Lead partner	25
1.2	Local Partner	10
2	HR/Competence	15
3	Equipment Capabilities (Owned)	20
4	Financial	30
	Total (1+2+3+4)	100

Note:

- Only relevant and verifiable experience will be considered
- The Bidder must secure at least 50% in each category and an overall score of at least 70% to qualify technically.
- No marks shall be given without documentary evidence, such as a completion certificate, a reference letter from the client, and a letter of award.
- The language of any document provided by the bidder must be accompanied by an English transcript if it is not in English.
- All Machinery listed above shall be owned/leased by the Firm. Evidence of ownership/leased is to be attached.

Experience (35 Marks)

Sr. No.	Description	Marks Assigned	Explanation/Basis for Marks
a)	Projects of the following nature and complexity completed by the Firm/Consortium. The scope shall include construction of Civil, Electrical, Mechanical, Plumbing, and Bio-Medical works, including infection control and healthcare IT Two (02) projects @ 10 marks each project with 1.5 marks for JCI/accredited hospital; 1 mark for LEED-certified hospital.	25	Marks shall be awarded only if the project is a hospital project of minimum 200 beds, completed by the lead partners of the Consortium/JV. Minimum cost of each assignment shall not be less than USD 20.00 million (or equivalent). No marks shall be awarded for works below the specified limits.
b)	A Project of the following nature and complexity (completed): including Civil, MEP, and Finishing Works, comprising MEP and Construction.	10	8 marks shall be awarded for a building project. An additional 2 marks shall be awarded if the project is a Hospital Project. Minimum cost of the assignment shall be not less than USD 10.00 million (or equivalent). No marks shall be awarded for works below the specified limits.
Total Marks Allocated		35	

Personnel Capabilities (15 Marks) collectively

Sr. No.	Criteria	Required No.	Total Marks	Marks Criteria
1	Project Manager	02	3.0	BSc Civil Eng. or relevant; Total 18 yrs; General 12 yrs; Hospital-related 6 yrs. OR MSc Civil Eng. or relevant; Total 15 yrs; General 10 yrs; Hospital-related 5 yrs. Marking: Education (0.5): BSc = 0.4, MSc = 0.5. Similar tasks (1.0): 3+ projects = 1.0; 2 projects = 0.6; 1 project = 0.4.
2	Structural Designer/Engineer	01	1.0	Education: BSc Civil Eng. or relevant; Total 15 yrs; General 10 yrs; Hospital-related 5 yrs. Marking Education (0.5): Bachelor's in Architecture/Architectural Engg. = 0.4; Master's = 0.5. Similar tasks (0.5): 3+ projects = 0.5; 2 = 0.4; 1 = 0.2.
3	MEP Design Engineer	02	2.0	Education: BSc Civil Engg. or relevant; Total 15 yrs; General 10 yrs; Hospital-related 5 yrs. Marking: Education (0.5): Bachelor's in Architecture/Architectural Engg. = 0.4; Master's = 0.5. Similar tasks (0.5): 3+ projects = 0.5; 2 = 0.4; 1 = 0.2.
4	Interior Designer	01	1.0	Bachelor's in Architecture + certification in Interior Designing; Total 15 yrs; General 10 yrs; Hospital-related 5 yrs. OR

				Master's in Architecture + certification; Total 12 yrs; General 8 yrs; Hospital-related 4 yrs. Marking Education (0.5): Bachelor's = 0.4; Master's = 0.5. Similar tasks (0.5): 3+ = 0.5; 2 = 0.4; 1 = 0.2.
5	Civil Engineer	02	2.0	BSc Civil Engg. or relevant; Total 10 yrs; General 6 yrs; Hospital-related 4 yrs. OR MSc Structural Engg. or relevant; Total 8 yrs; General 5 yrs; Hospital-related 3 yrs. Marking Education (0.25): BSc = 0.20; MSc = 0.25. Similar tasks (0.25): 3+ = 0.25; 2 = 0.15; 1 = 0.10.
6	Mechanical Engineer	01	1.0	BSc/MSc Mechanical Engg. or relevant; 10/8 total yrs; 6/5 general yrs; 4/3 hospital yrs; Education 0.25 + Similar tasks 0.25
7	Electrical Engineer	01	1.0	BSc/MSc Electrical Engg. or relevant; 10/8 total yrs; 6/5 general yrs; 4/3 hospital yrs; Education 0.25 + Similar tasks 0.25
8	Environmental Engineer	01	0.5	BSc/MSc Electrical Engg. or relevant; 10/8 total yrs; 6/5 general yrs; 4/3 hospital yrs; Education 0.25 + Similar tasks 0.25
9	Contracts Engineer	01	0.5	BSc/MSc Electrical Engg. or relevant; 10/8 total yrs; 6/5 general yrs; 4/3 hospital yrs; Education 0.25 + Similar tasks 0.25
10	Biomedical Engineer	01	0.5	BSc/MSc Electrical Engg. or relevant; 10/8 total yrs; 6/5 general yrs; 4/3 hospital yrs; Education 0.25 + Similar tasks 0.25
11	Planning Engineer	01	0.5	BSc/MSc Electrical Engg. or relevant; 10/8 total yrs; 6/5 general yrs; 4/3 hospital yrs; Education 0.25 + Similar tasks 0.25
12	Infection Control Specialist	01	0.5	Bachelor's in Nursing/Microbiology/Public Health/Medical Technology/related health sciences; Total 10 yrs; General 6 yrs; Hospital-related 4 yrs. OR Master's; Total 8 yrs; General 5 yrs; Hospital-related 3 yrs. Marking: Education (0.25): Bachelor's = 0.20; Master's = 0.25. Similar tasks (0.25): 3+ = 0.25; 2 = 0.15; 1 = 0.10.
13	IT Engineer	1	0.5	Bachelor's/Master's in CS/IT/Software Engg. or related; Experience same pattern as Sr. No. 12; Education 0.25 + Similar tasks 0.25 (same scale).
14	Materials Engineer	1	0.5	Bachelor's/Master's in Materials/Metallurgical/Engg. or related; Experience same pattern; Education 0.25 + Similar tasks 0.25 (same scale).
15	Chief Surveyor	1	0.5	Education: DAE (Civil); Total 20 yrs; General 15 yrs; Hospital-related 5 yrs. Marking: Education 0.25 (DAE = 0.25). Similar tasks 0.25: 3+ = 0.25; 2 = 0.15; 1 = 0.10.
Grand Total		18	15.0	

Equipment Capability (20 Marks) collectively

Sr. No.	Equipment Type and Characteristics	Quantity	Maximum Marks
1.	Mobile Crane Capacity min. 50-tons	1	1
2.	Tower Crane Capacity min. 12 tons	1	1
3.	Welding Plant, Compressor and Gen. set	1	1
4.	Excavator with 2 Dumper Trucks (4-sets) (1 mark each)	4	4
5.	Vibratory Roller	1	1
6.	Forklift lifter and front-end loader (Capacity min.1-ton)	1	1
7.	Formwork (min.100,000 sft)	-	2
8.	Concrete batching Plant (1 mark each)	2	2
9.	Transit Mixers (1mark each)	4	4
10.	Concrete Pump (1 mark each)	2	2
11.	Total Station (Motorized/Robotic Control)	1	1
Sub-total:			20

Financial Soundness (30 Marks) collectively

Sr. No.	Description	Marks Assigned	Criteria for Marks Obtained
a)	Available Bank Credit Line	10	Full Marks are given if the available bank credit line is equal to or more than PKR 2000 million (or equivalent amount in foreign currency). For Credit limit less than PKR 2000 million, following formula will be applicable: $(A/2000) \times 10$; Where: A= Available Bank Credit Limit For Credit limit less than PKR 500 million, no marks will be awarded <i>Note: Credit Line provided by bank should not older than 6 months.</i>
b)	Average Working Capital of last financial year	15	15 Marks are given if the available average working capital of last financial year is equal to or more than PKR 1000 million (or equivalent amount). For the average working capital less than PKR 1000 million following formula will be applicable: $(A/1000) \times 15$ where: A= Average working capital of last financial year. For average working capital less than PKR 500 million (or equivalent amount), no marks will be awarded <i>Note: No marks if Annual Audit Report of last three years duly certified from Chartered Accountant is not attached</i>
c)	Audited Balance sheets of last three (03) financial years	05	Full marks will be awarded if the average annual turnover for the last three financial years is more than PKR 2000 million. For the average annual turnover less than PKR 2000 million following formula will be applicable: $(A/2000) \times 5$ where A= Average annual turnover of last three financial year. For average annual turnover less than PKR 500 million (or equivalent amount), no marks will be awarded
Total Marks Allocated			30

In case of any conflict between the provisions of the PPRA Rules and the procurement Guidelines of SFD, the provisions of the SFD Procurement Guidelines shall prevail

Available Bank Credit Line - Average Working Capital of last financial year - Audited Balance sheets of last three (03) financial years (Details at Annex I)

Form ELI -1.1

Bidder Information Form

Date: _____

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

Page _____ of _____ pages

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

Form ELI -1.2

Bidder's JV Information Form

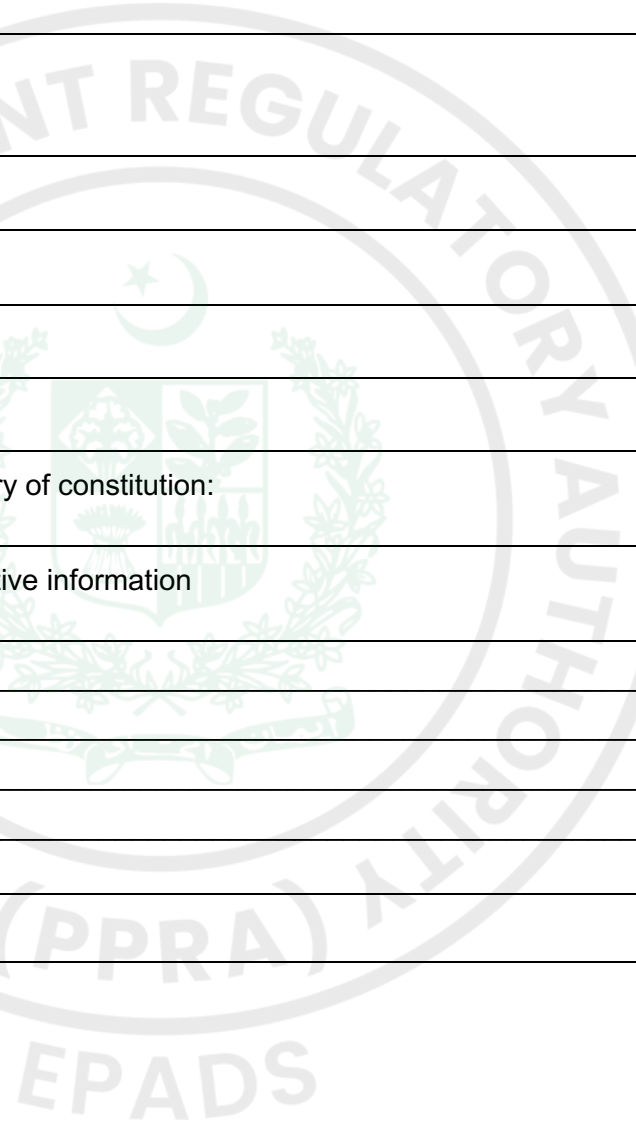
(to be completed for each member of Bidder's JV)

Date: _____

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

Page _____ of _____ pages

Bidder's JV name:
JV member's name:
JV member's country of registration:
JV member's year of constitution:
JV member's legal address in country of constitution:
JV member's authorized representative information
Name: _____
Address: _____
Telephone/Fax numbers: _____
E-mail address: _____



Form CON – 1
Pending Litigation

Bidder's Name: _____

Date: _____

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

Page _____ of _____ pages

Pending Litigation, in accordance with Eligibility and Qualification Criteria

No pending litigation in accordance with Eligibility and Qualification Criteria, Sub-Factor 2.1.

Pending litigation in accordance with Eligibility and Qualification Criteria, Sub-Factor 2.1 as indicated below

Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (PKR)
		Contract Identification: _____ Name of Employer: _____ Address of Employer: _____ Matter in dispute: _____ Party who initiated the dispute: _____ Status of dispute: _____	
		Contract Identification: _____ Name of Employer: _____ Address of Employer: _____ Matter in dispute: _____ Party who initiated the dispute: _____ Status of dispute: _____	

Form FIN – 3.1:
Financial Situation and Performance

Bidder's Name: _____

Date: _____

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

Page _____ of _____ pages

1. Financial Data

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

* Refer to IB 14.2 for the exchange rate

2. Financial documents

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

- (a) reflect the financial situation of the Bidder or in case of JV member, and not an affiliated entity (such as parent company or group member).
 - (b) be independently audited or certified in accordance with local legislation.
 - (c) be complete, including all notes to the financial statements.
 - (d) correspond to accounting periods already completed and audited.
- Attached are copies of financial statements¹ for the last year required above; and complying with the requirements

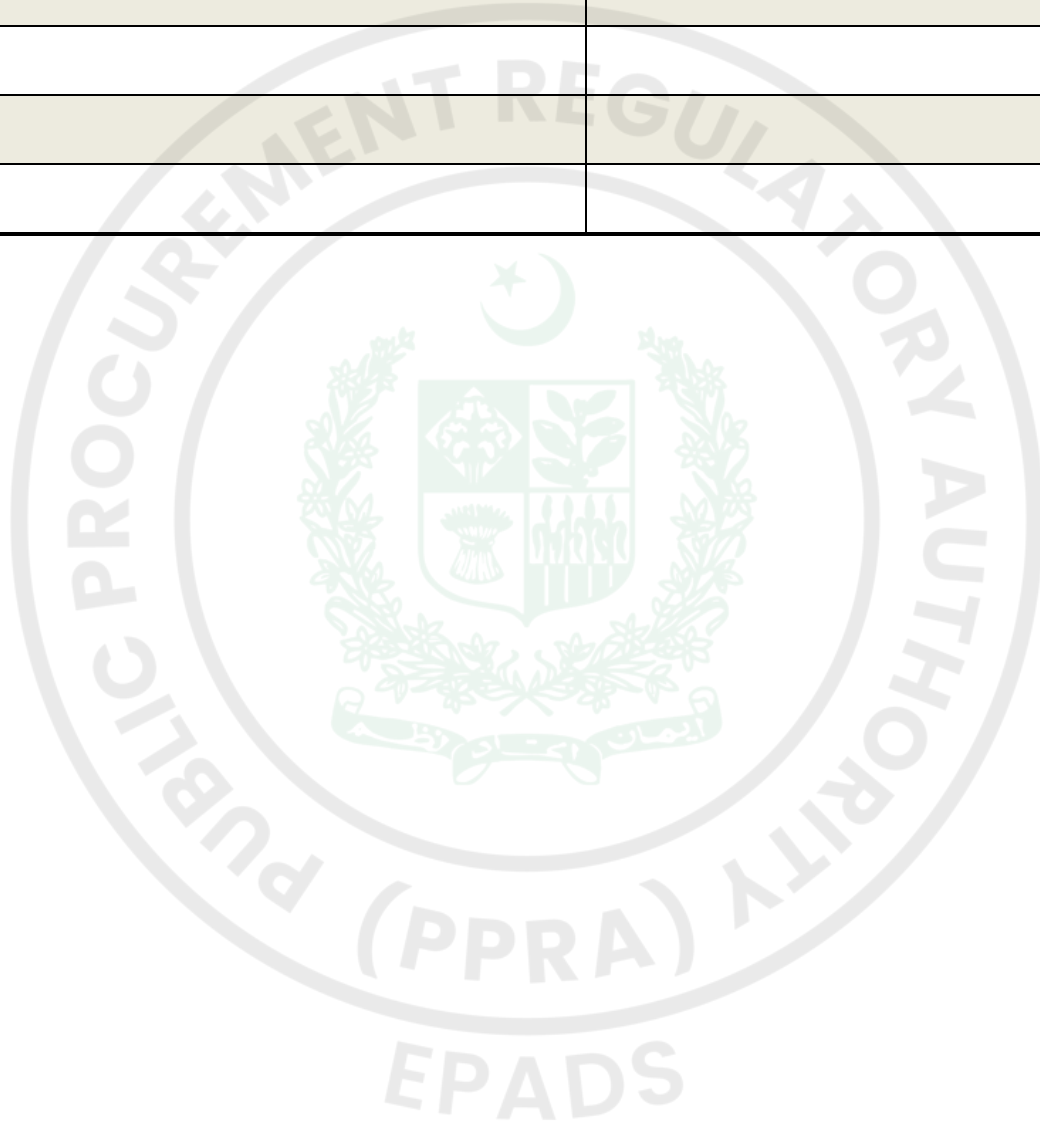
¹ If the most recent set of financial statements is for a period earlier than 12 months from the date of bid, the reason for this should be justified.

Form FIN – 3.2:

Financial Resources

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

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

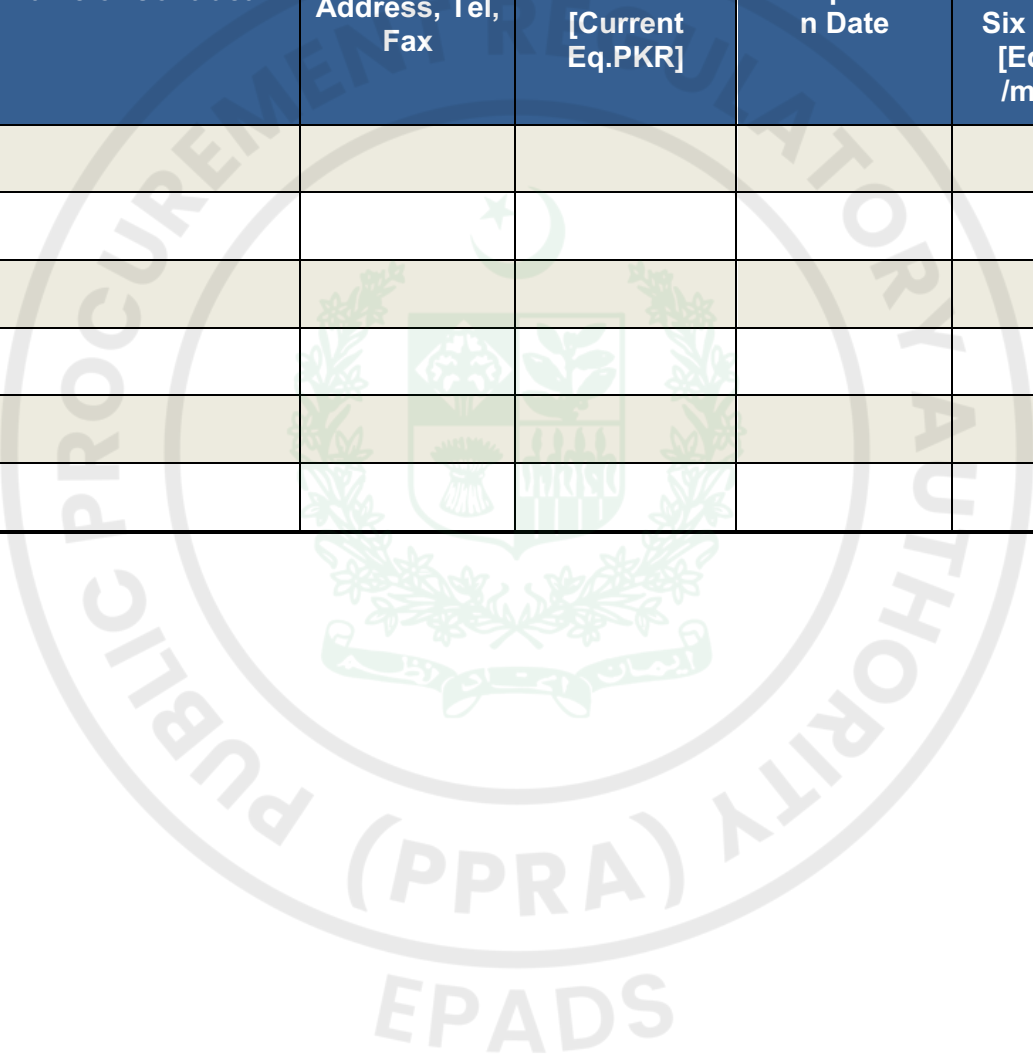


Form FIN – 3.3:

Current Contract Commitments / Works in Progress

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

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

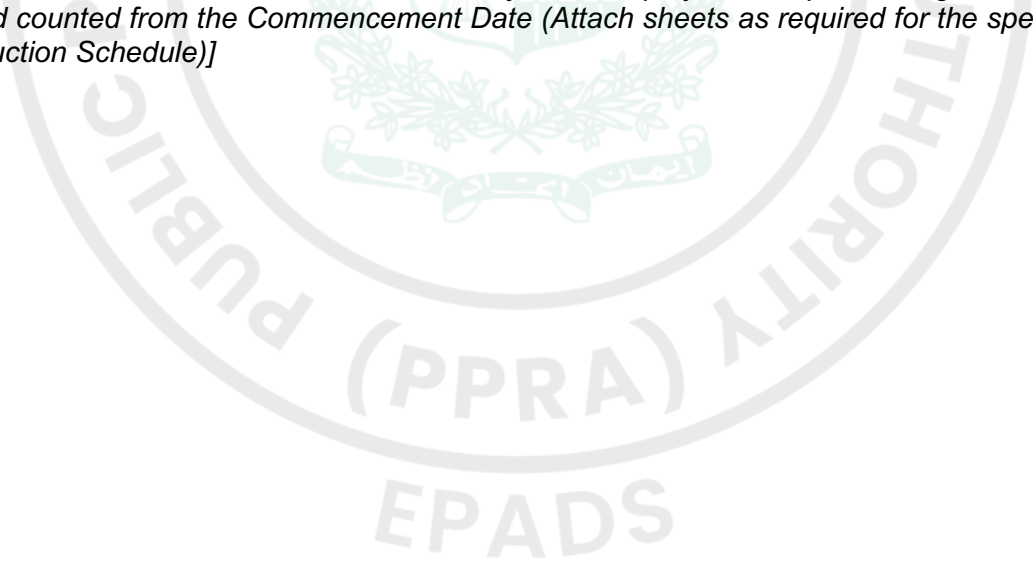


CONSTRUCTION SCHEDULE

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

Description	Time for Completion (days)
a) Whole Works	1095 days
b) Section A	
c) Section B	
d) _____	
e) _____	

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



METHOD OF PERFORMING THE WORK

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

1. Organization Chart:

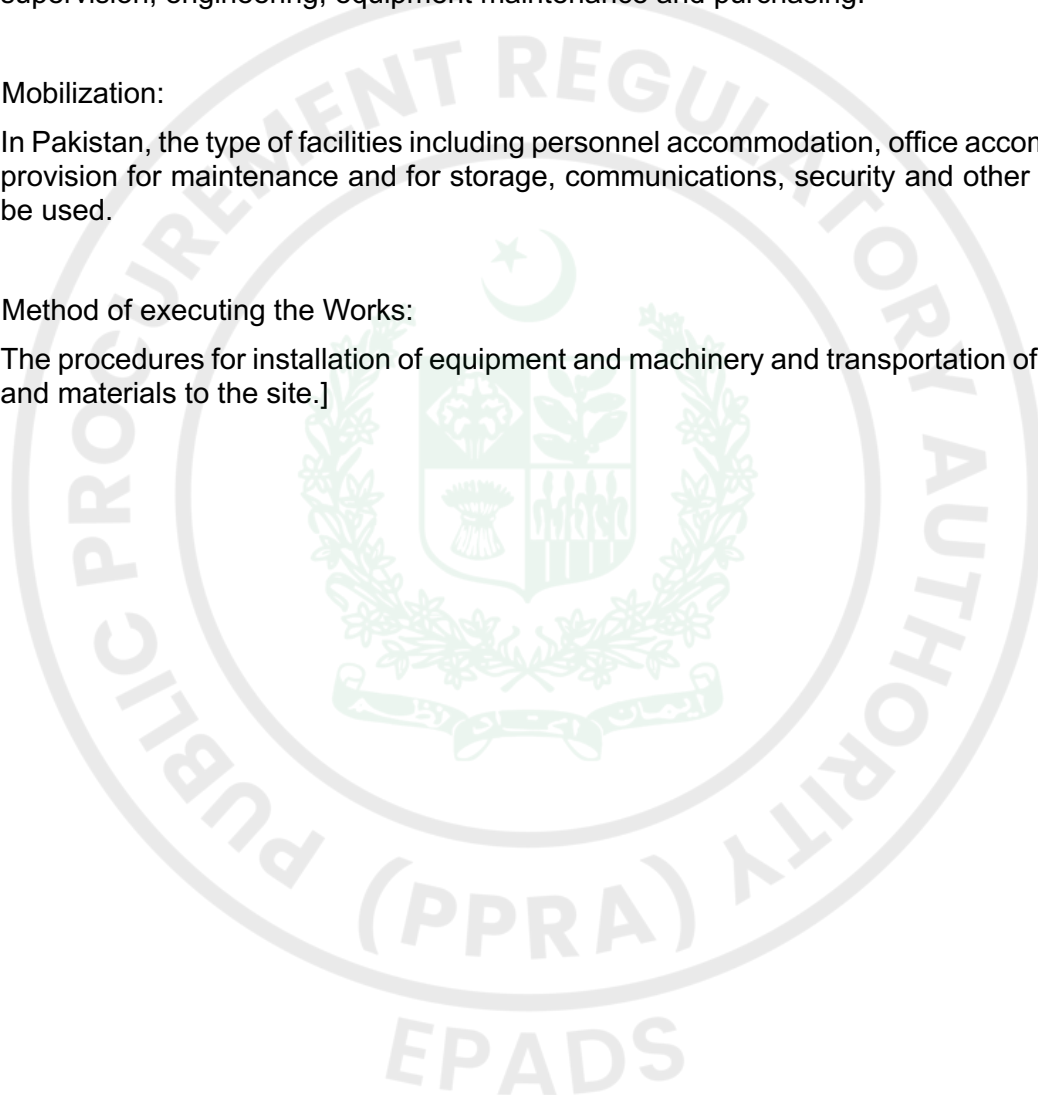
Shall indicate head office and field office personnel involved in management and supervision, engineering, equipment maintenance and purchasing.

2. Mobilization:

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

3. Method of executing the Works:

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



LIST OF MAJOR EQUIPMENT

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

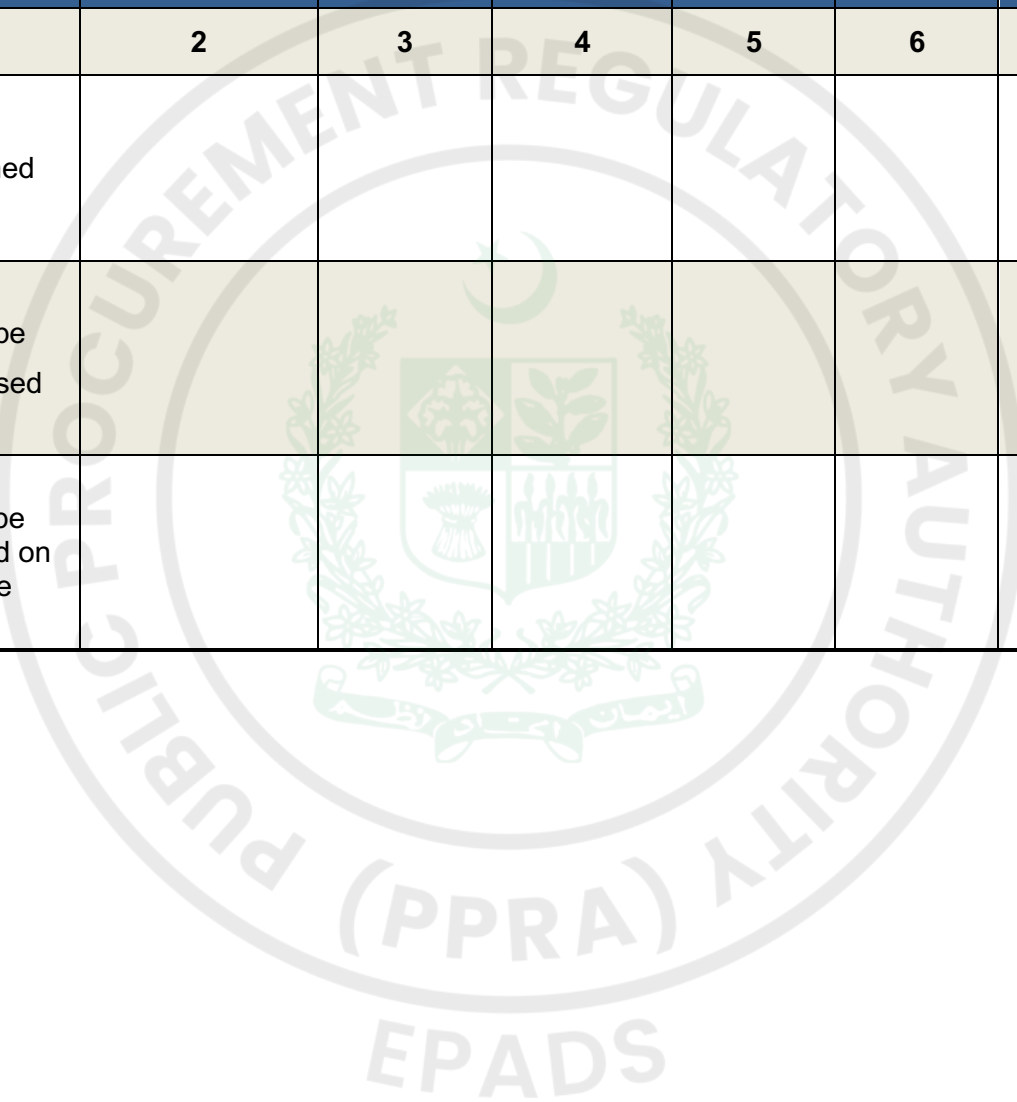
The Bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Sheet E-3.]



LIST OF MAJOR EQUIPMENT

Owned, Purchased or Leased

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



LIST OF MAJOR EQUIPMENT

Equipment details

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

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

**ORGANIZATION CHART
for the
SUPERVISORY STAFF AND LABOUR**

This chart must include information about but not limited to the following departments:

Planning Department

- Planning Engineer
- Quantity Surveyor (QS)

Superintendence Department

- Construction Manager (CM)
- Quality Control (QC) Engineer
- Health, Safety & Environmental (HSE) Engineer

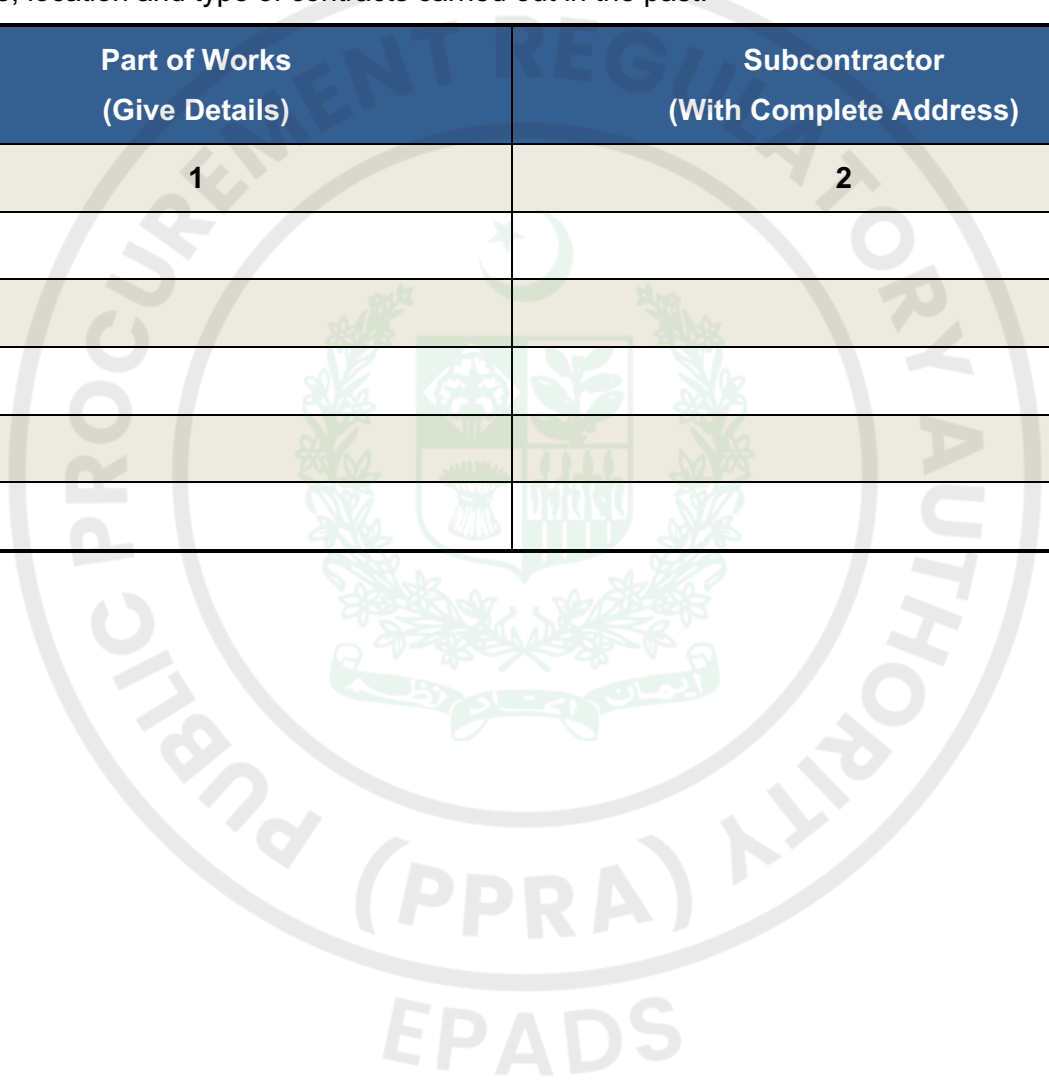


LIST OF SUBCONTRACTORS

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

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

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



ESTIMATED PROGRESS PAYMENTS

Bidder's estimate of the value of work which would be executed by him during each of the periods stated below, based on his Programme of the Works and the Rates in the Bill of Quantities, expressed in thousands of PKR:

Quarter	Amounts (1,000 PKR)
1	2
1 st	
2 nd	
3 rd	
4 th	
5 th	
6 th	
7 th	
8 th	
Bid Price	

CONSTRUCTION CAMP AND HOUSING FACILITIES

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

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

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

Note:

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

INTEGRITY PACT

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

Contract _____

No:

Contract _____

Value:

Dated _____

Contract _____

Title:

_____ [Name of Bidder/Contractor] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from the Employer or any administrative subdivision or agency thereof or any other entity owned or controlled by the Employer through any corrupt business practice.

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

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

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

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

Name of Employer _____

Name of Bidder/Contractor _____

Signature: _____

Signature: _____

[Seal]

[Seal]



K-1

Schedule-K to Bid

Quality Assurance (QA) & Quality Control (QC) Plan

Bidder to provide a comprehensive QA and QC plan

L-1

HSE Plan

Bidder to provide comprehensive HSE Plan



FORM OF BID SECURITY

Security Executed on _____

(Date)

Expiry on _____

(Date)

Name of Surety with Address: _____

Name of Principal (Bidder) with Address _____

Penal Sum of Security PKR _____ (Pak Rupees _____)

Bid Reference No. _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal (Bidder) we, the Surety above named, are held and firmly bound unto

(hereinafter called the 'Employer') in the sum stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

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

- (1) WHEREAS, the Employer has required as a condition for considering said Bid that the Bidder furnishes a Bid Security in the above said sum to the Employer, conditioned as under: that the Bid Security shall remain in force for a period fourteen (14) days beyond the Bid Validity date i.e., up to _____.
- (2) that the Bid Securities of the Bidders except the lowest three will be returned by the Employer within twenty-eight (28) days from the opening of Bids, provided a Bidder request for the return of its Bid Security, or on the expiry of original validity of Bid Security or as extended, whichever is earlier;
- (3) that the Bid Security of the lowest three Bidders comprising the successful Bidder will be returned when the successful Bidder has furnished the required Performance Security; and
- (4) that in the event of failure of the successful Bidder to furnish the required Performance Security, the entire said sum be paid immediately to the said Employer pursuant to IB.16 and IB.35 of the Instructions to Bidders for the successful Bidder's failure to perform.

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

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

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

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

SURETY

WITNESS:

(Schedule Bank)

Signature _____

1. _____

Name _____

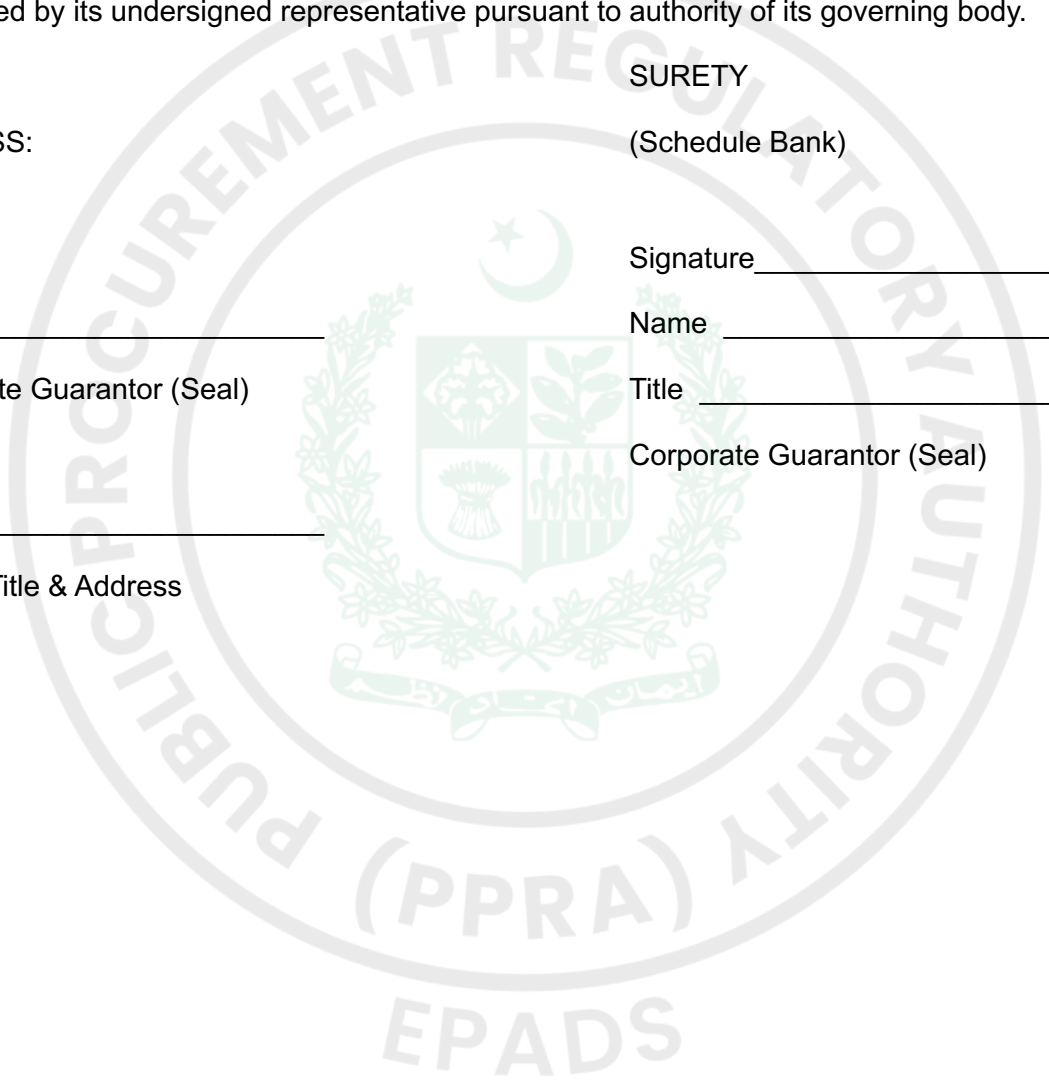
Corporate Guarantor (Seal)

Title _____

Corporate Guarantor (Seal)

2. _____

Name, Title & Address



FORM OF PERFORMANCE SECURITY

Guarantee No. _____

Executed on _____

Expiry date _____

[Letter by the Guarantor to the Employer]

Name of Guarantor with address _____

Name of Principal (Contractor) with address _____

Penal Sum of Security (express in words and figures)

Letter of Acceptance No. _____ Dated _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bidding

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

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

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

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

We, _____ (the Guarantor), waiving all objections and defense under the Contract, do hereby irrevocably and independently guarantee to pay to the Employer without delay upon the Employer's first written demand without cavil or arguments and without requiring the Employer to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the Employer's written declaration that the Principal has refused or failed to perform the obligations under the Contract which payment will be effected by the Guarantor to Employer's designated Bank & Account Number.

PROVIDED ALSO THAT the Employer shall decide, whether the principal (Contractor) has duly performed his obligations under the Contract or has defaulted in fulfilling said obligations and the Guarantor shall pay without objection any sum or sums up to the amount stated above upon first

written demand from the Employer forthwith and without any reference to the principal or any other person

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

WITNESS:

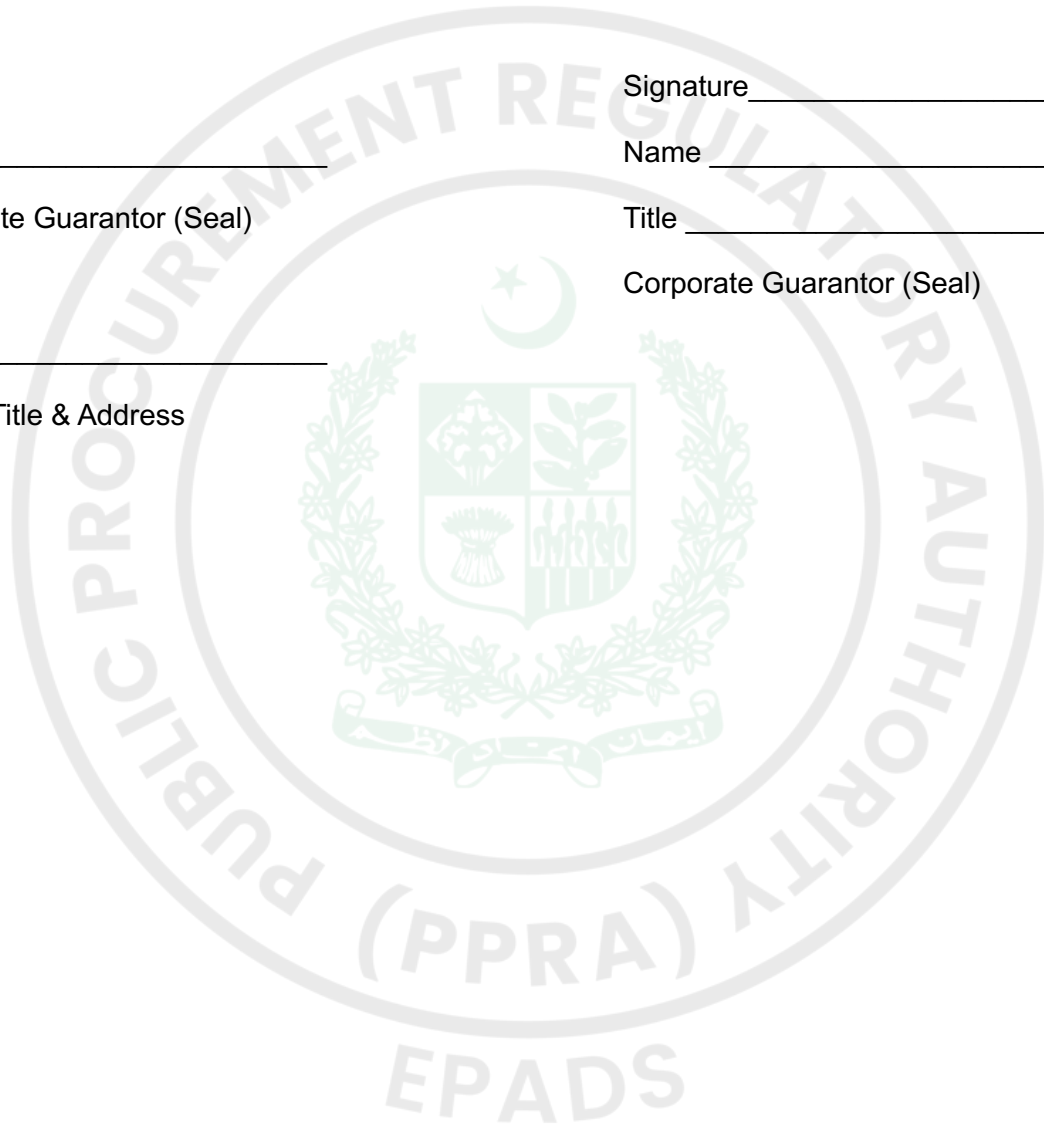
(Schedule Bank)

1. _____ Signature _____
Name _____

Corporate Guarantor (Seal) Title _____

2. _____ Corporate Guarantor (Seal)

Name, Title & Address



Letter of Acceptance

[letterhead paper of the Employer]

NAME OF CONTRACT: _____

CONTRACT NUMBER: _____

TO: _____

Date: _____

Your Reference: _____

Our Reference: _____

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

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

[currency and amount in figures]

[currency and amount in words]

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

The completion time of the project will be 540 days and the Employer's representative will be _____. The kickoff meeting will be held on _____.

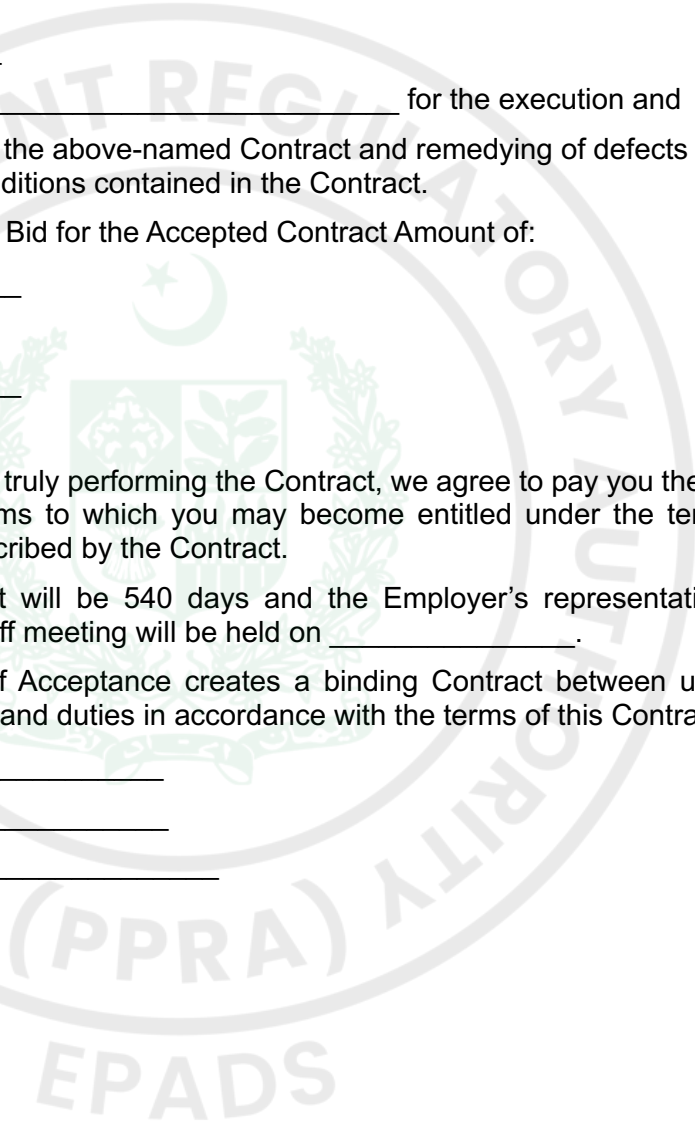
We acknowledge that this Letter of Acceptance creates a binding Contract between us, and we undertake to fulfil all our obligations and duties in accordance with the terms of this Contract.

Signature: _____

Signed by: _____

For and on behalf of: _____

Date: _____



FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the _____ day of _____ (month) 20____ between _____ (hereinafter called the "Employer") of the one part and _____ (hereinafter called the "Contractor") of the other part.

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

NOW this Agreement witnessed as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents, in the order of priority, after incorporating addenda, if any, except those parts relating to Instructions to Bidders shall be deemed to form and be read and construed as part of this Agreement:
 - a) This Contract Agreement;
 - b) The Letter of Acceptance;
 - c) The Letter of Bid;
 - d) The Particular Conditions Part A - Contract Data;
 - e) The Particular Conditions Part B - Special Provisions;
 - f) The General Conditions (FIDIC Red Book Edition 2017, Reprinted in 2022 with amendments)
 - g) The Specifications Part A - Specific Provisions;
 - h) The Specifications Part B - Technical Provisions;
 - i) The Drawings;
 - j) The Completed Schedules to Bid including Bill of Quantities (BOQs);
 - l) [Employer to insert any other documents forming part of the Contract]

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

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

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

Signature of Contactor

Signature of Employer

(Seal)

(Seal)

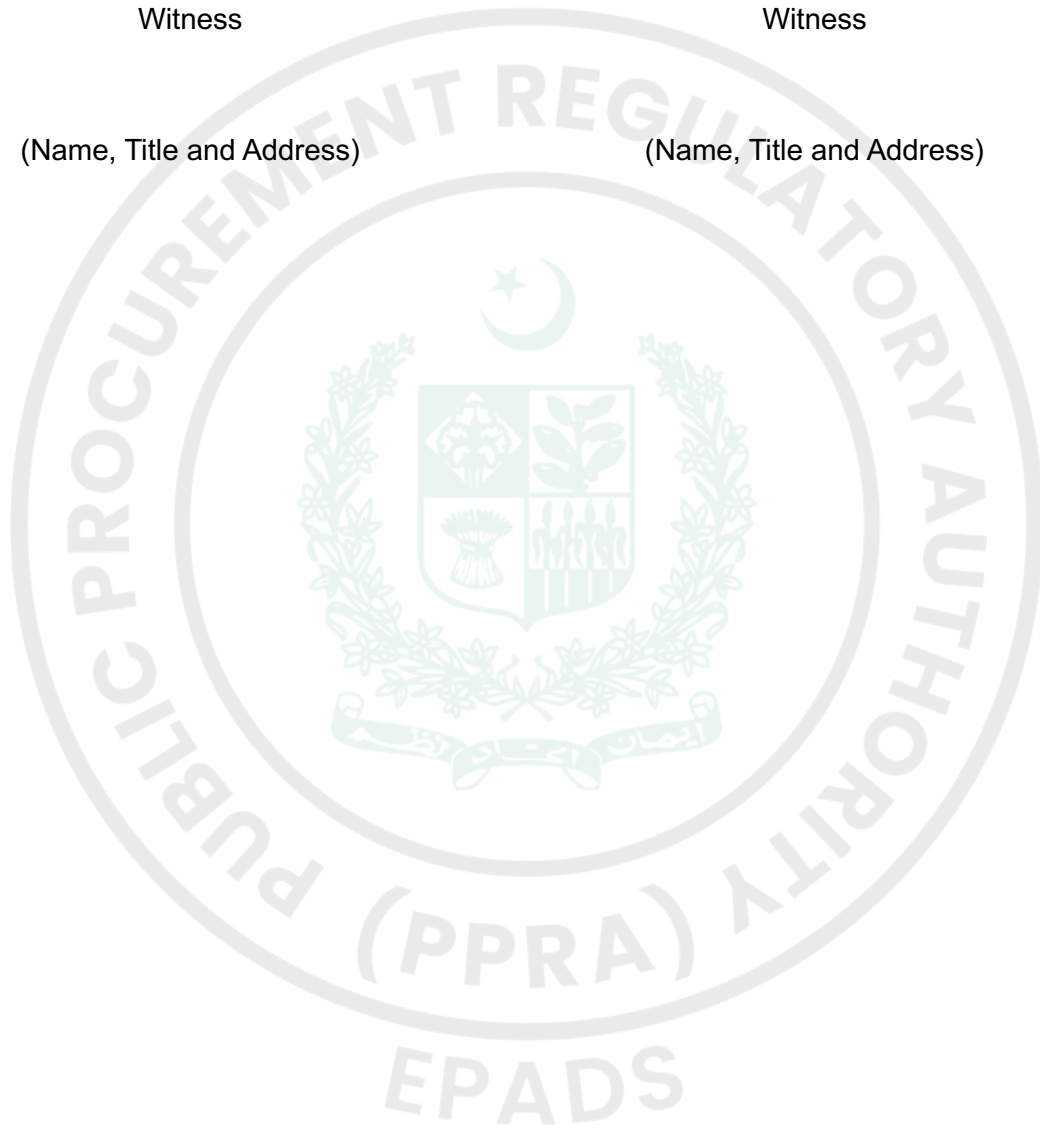
Signed, Sealed and Delivered in the presence of:

Witness

Witness

(Name, Title and Address)

(Name, Title and Address)



DAAB Agreement

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

Name and details of the Contract "Civil Infrastructure Works of Sector A at Anchorage Karachi"

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

Name and contact details of the Employer: Anchorage Karachi

Director, Anchorage South Director, Anchorage South

E-8, Naval Complex,

Naval Head Quarters, Islamabad.

Telephone No: _____

_____ (email / other contact details);

Name and contact details of the Contractor _____ (name)

_____ (address)

_____ (telephone)

_____ (email / other contact details);

Name and contact details of the DAAB

Member: DCNS (W&H)

E-8, Naval Complex, Islamabad.

_____ (telephone)

_____ (email / other contact details);

("DAAB Agreement")

Whereas:

- A. the Employer and the Contractor have entered (or intend to enter) into the Contract;
- B. under the Contract, the "DAAB" or "Dispute Avoidance/Adjudication Board" means the sole member so named in the Contract, or appointed under Sub-Clause 21.1 [Constitution of the DAAB] or Sub-Clause 21.2 [Failure to Appoint DAAB Members] of the Conditions of Contract;
- C. the Employer and the Contractor desire jointly to appoint the above-named DAAB Member to act on the DAAB as:

DAAB-2

- a. the sole member of the DAAB, and where this is the case, all references to the "Other Members" do not apply; or
- b. one of three members / chairman [delete the one which is not applicable] of the DAAB and, where this is the case, the other two persons are:

_____ (name) _____ (name)

_____ (address) _____ (address)

_____ (telephone) _____ (telephone)

_____ (email/ other contact details) _____ (email/ other contact details)

the "Other Members"; and

D. the DAAB Member accepts this appointment.

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

1. The conditions of this DAAB Agreement comprise:
 - (a) Clause 21 [*Disputes and Arbitration*] of the Conditions of Contract, and any other provisions of the Contract that are applicable to the DAAB's Activities; and
 - (b) the "General Conditions of Dispute Avoidance/Adjudication Agreement", which is appended to the General Conditions of the "Conditions of Contract for Construction" Second Edition 2017 published by FIDIC ("GCs"), as amended and/or added to by the following provisions.
2. [Details of amendments to the GCs, if any. For example:
In the procedural rules annexed to the GCs, Rule _ is deleted and replaced by: "...
"]
3. The DAAB Member shall be paid in accordance with Clause 9 of the GCs. The currency of payment shall be _____.
In respect of Sub-Clauses 9.1 and 9.2 of the GCs, the amounts of the DAAB Member's monthly fee and daily fee shall be:
monthly fee _____ per month, and
daily fee of _____ per day
(or as otherwise set under Sub-Clause 9.3 of the GCs).
4. In consideration of the above fees, and other payments to be made to the DAAB Member in accordance with the GCs, the DAAB Member

DAAB-3

undertakes to act as DAAB Member in accordance with the terms of this DAAB Agreement.

5. The Employer and the Contractor shall be jointly and severally liable for the DAAB Member's fees and other payments to be made to the DAAB Member in accordance with the GCs.
6. This DAAB Agreement shall be governed by the law of The Islamic Republic of Pakistan.;

SIGNED by: _____

SIGNED by: _____

SIGNED by: _____

Print name: _____

Print name: _____

DAAB Member

Title: _____

Title: _____

Title: _____

for and on behalf of the
Employer in the presence of

for and on behalf of the
Contractor in the presence of

in the presence of

Witness: _____

Witness: _____

Witness: _____

Name: _____

Name: _____

Name: _____

Address: _____

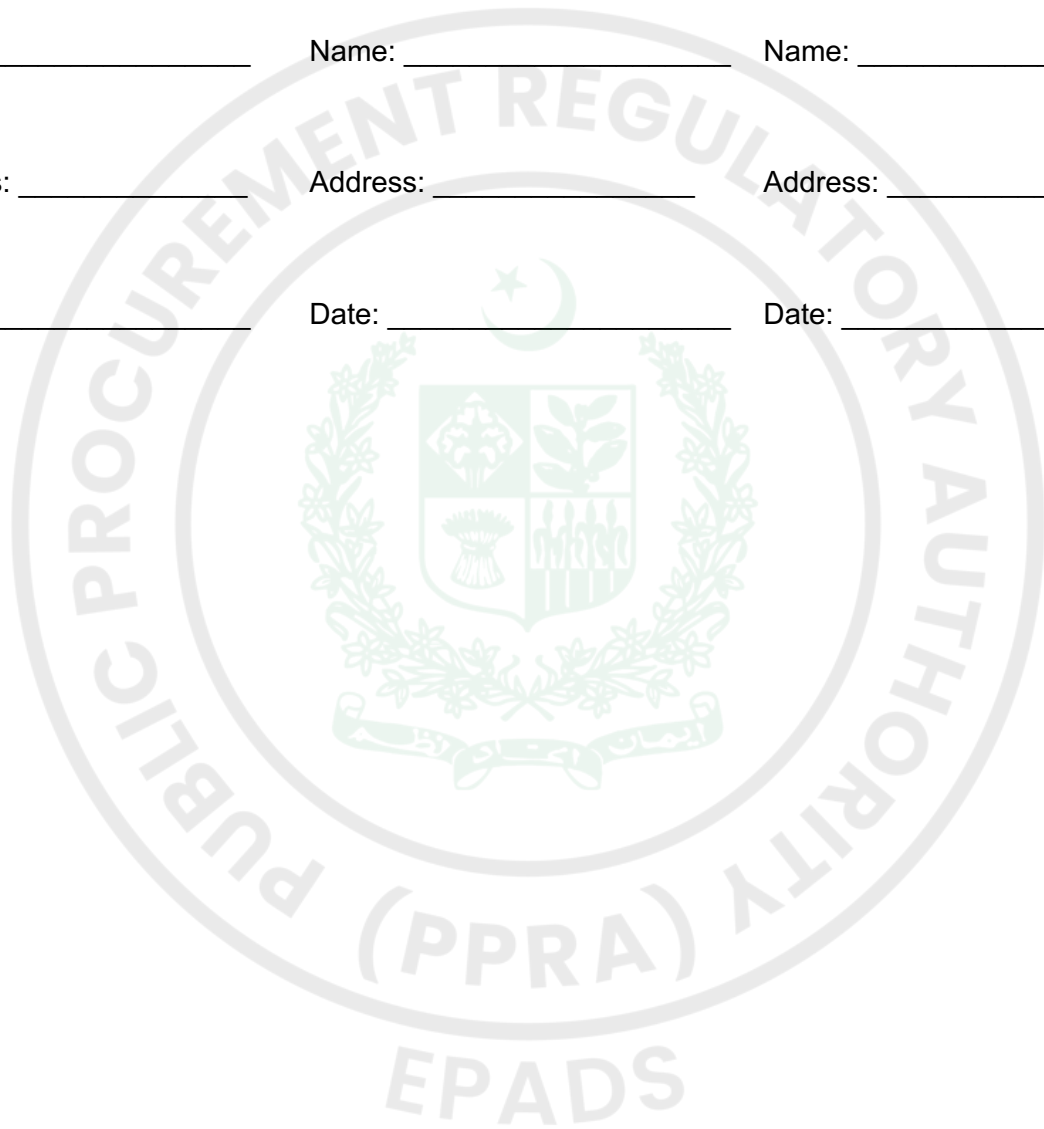
Address: _____

Address: _____

Date: _____

Date: _____

Date: _____



FORM OF MOBILIZATION ADVANCE GUARANTEE/ BOND

Guarantee No. _____ Date _____

WHEREAS _____ (hereinafter called the 'Employer')

has entered into a Contract for _____

(Particulars of Contract)

with _____ (hereinafter called the "Contractor").

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

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

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

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

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

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

(Date)

The Guarantor's liability under this Guarantee shall not in any case exceed the sum of

PKR _____ (Pak _____ Rupees _____).

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

Guarantor

WITNESS:

(Schedule Bank/Insurance Company)

Signature _____

1. _____

Name _____

Corporate Guarantor (Seal)

Title _____

Corporate Guarantor (Seal)

2. _____

Name, Title & Address



Annex 1:

PEC CODES

Code	Specialization Codes
CE-01	Road and Pavements Drainage & Retaining Structure
CE-02	(ii) Piling, (x) RCC Pile works
CE-10	General Civil Engineering Works
CE-11	(i) General engineering Works only, (vii) Infrastructure Development Works, (ix) General Building Works
EE-01	Sound System
EE-04	Low Voltage Installation
EE-05	High Voltage Installation
EE-06	Specialized Lighting System
EE-11	(i) Solar, (ii) Solar Energy, (iii) Solar Energy system, and (vi) General Electrical Works
ME-01	HVAC
ME-02	Fire Prevention and Protection System
ME-03	Lifts and Escalators, Compressor, Generators
ME-04	Building Automation System
ME-06	Specialized Fabrication and Treatment, Medical Equipment, Kitchen and Laundry Equipment, Heat Recovery System, Pollution Control System, Miscellaneous Mechanical Equipment, Chiller for Power Generation, Specialized Plant

----- Document ends here-----

CONSTRUCTION EXPERIENCE

Form EXP - 4.1

General Construction Experience

Bidder's Name: _____

Date: _____

JV Member's Name _____

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

Page _____ of _____ pages

Starting Year	Ending Year	Contract Identification	Role of Bidder
		Contract name: _____ Brief Description of the Works performed by the Bidder: _____ Amount of contract: _____ Name of EMPLOYER: _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Bidder: _____ Amount of contract: _____ Name of EMPLOYER: _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Bidder: _____ Amount of contract: _____ Name of EMPLOYER: _____ Address: _____	

Form EXP - 4.2(a)
Specific Construction and Contract Management Experience

Bidder's Name: _____

Date: _____

JV Member's Name _____

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

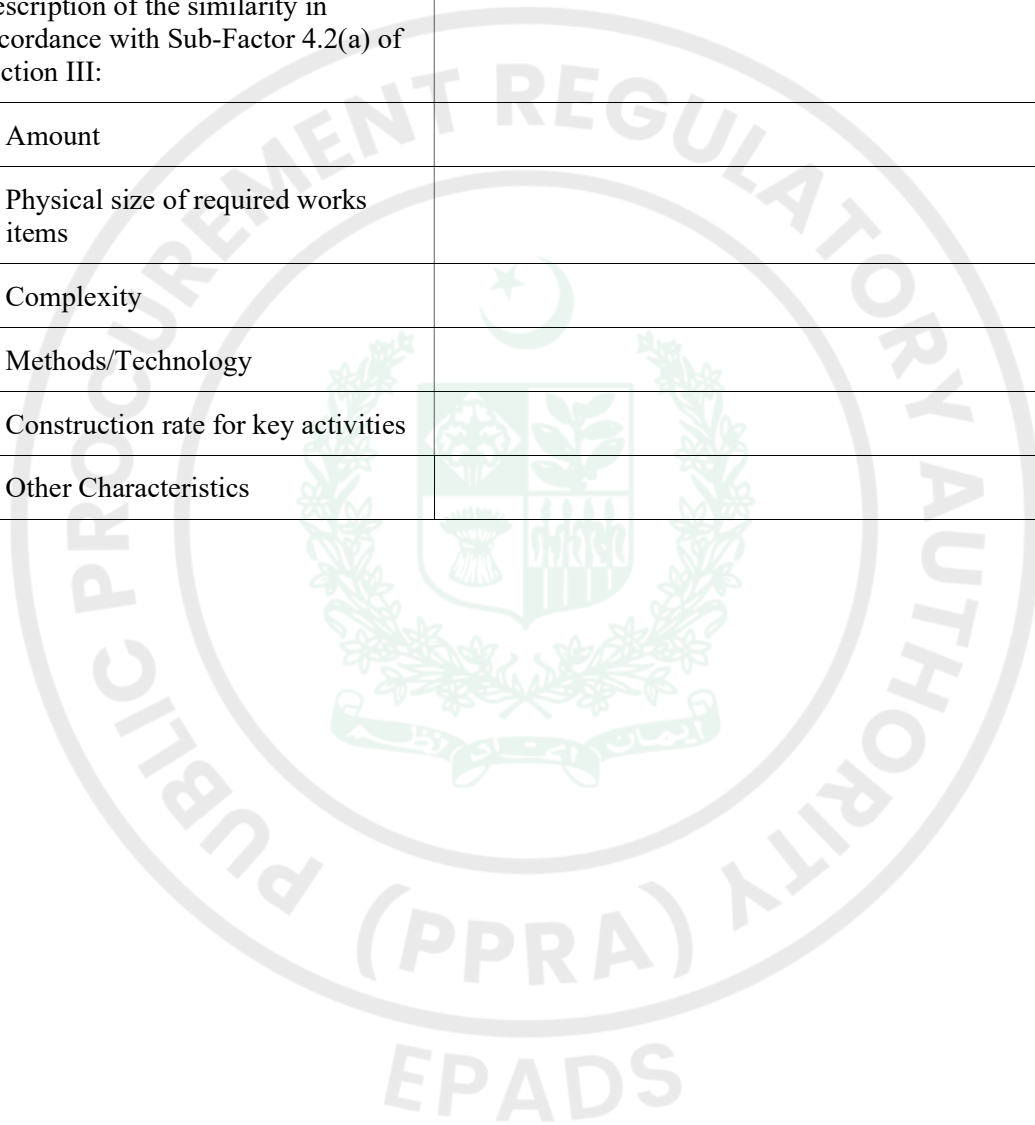
Page _____ of _____ pages

Similar Contract No.	Information			
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub-contractor <input type="checkbox"/>
Total Contract Amount	PKR equivalent			
If member in a JV or sub-contractor, specify participation in total Contract amount				
EMPLOYER's Name:				
Address:				
Telephone/fax number				
E-mail:				

(PPRA)
EPADS

Form EXP - 4.2(a) (cont.)
 Specific Construction and Contract Management Experience (cont.)

Similar Contract No.	Information
Description of the similarity in accordance with Sub-Factor 4.2(a) of Section III:	
1. Amount	
2. Physical size of required works items	
3. Complexity	
4. Methods/Technology	
5. Construction rate for key activities	
6. Other Characteristics	



Form EXP - 4.2(b)
Construction Experience in Key Activities

Bidder's Name: _____

Date: _____

Bidder's JV Member Name: _____

Sub-contractor's Name (if any): _____

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

Page _____ of _____ pages

All Sub-contractors for key activities must complete the information and Qualification Criteria and Requirements, Sub-Factor 4.2.

1. Key Activity No One: _____

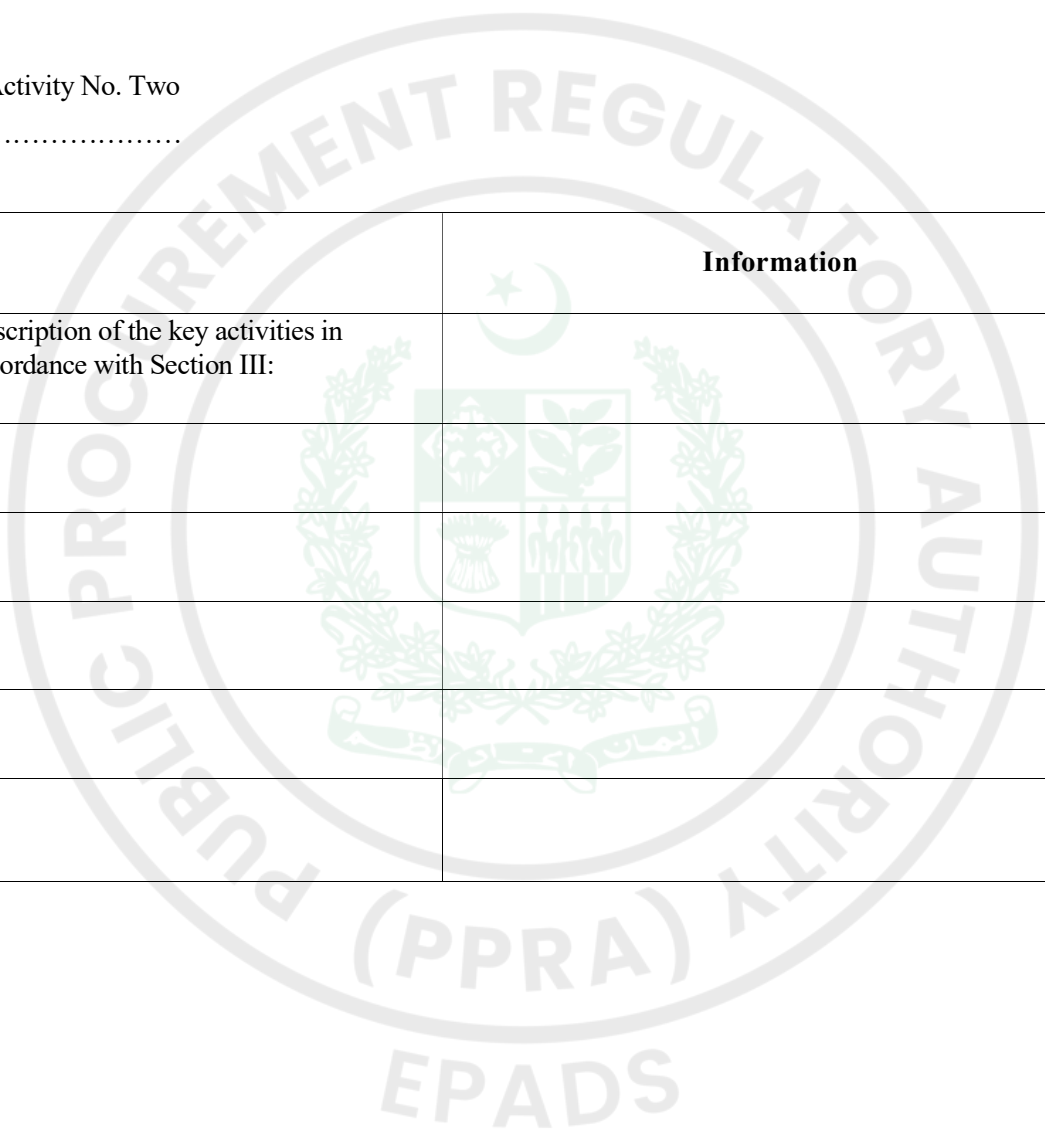
Information				
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub-contractor <input type="checkbox"/>
Total Contract Amount	PKR equivalent			
Quantity (Volume, number or rate of production, as applicable) performed under the contract per year or part of the year	Total quantity in the contract (i)	Percentage participation (ii)	Actual Quantity Performed (i) x (ii)	
Year 1				
Year 2				
Year 3				
Year 4				
EMPLOYER's Name:				
Address:				
Telephone/fax number				

	Information
E-mail:	

2. Activity No. Two

3.

	Information
Description of the key activities in accordance with Section III:	



Form EXP - 4.2 (c)
Specific Experience in Managing ES aspects

[The following table shall be filled in for contracts performed by the Bidder, and each member of a Joint Venture]

Bidder's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member Name: *[insert full name]*

Bid Reference No. (if any) and title: *[insert ICB/NCB number and title]*

Page *[insert page number]* of *[insert total number]* pages

1. Key Requirement no 1 in accordance with 4.2 (c): _____

Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Subcontractor <input type="checkbox"/>
Total Contract Amount			PKR	
Details of relevant experience				

2. Key Requirement no 2 in accordance with 4.2 (c): _____

3. Key Requirement no 3 in accordance with 4.2 (c): _____

4. [PA define key requirements]

EPADS

Contractor's Representative and Key Personnel Schedule

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

Contractor' Representative and Key Personnel

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

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

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

Name of Bidder

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

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

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

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

Declaration

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

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

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

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

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

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

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Bidder:

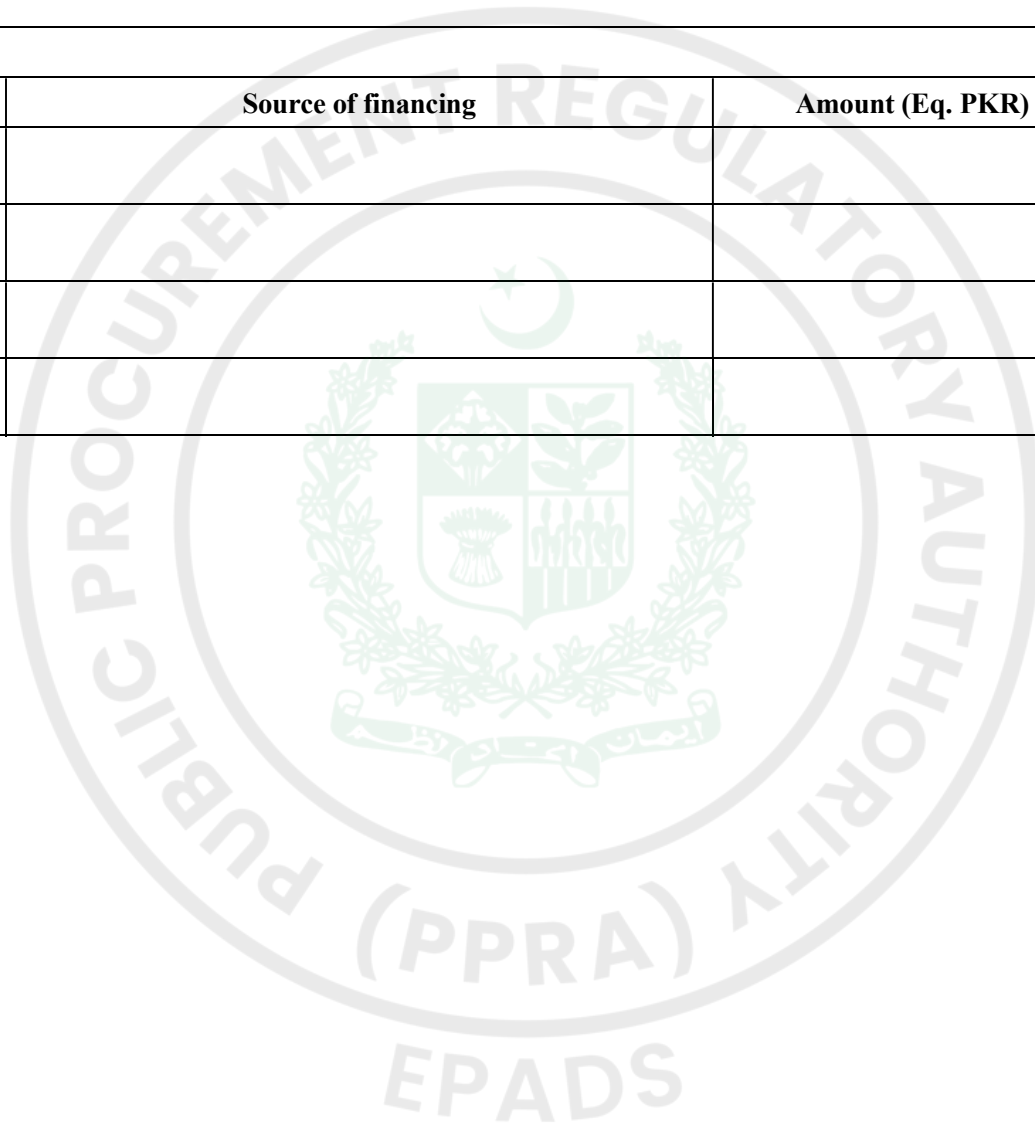
Signature: _____

Date: (day/month/year): _____

Financial Resources

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

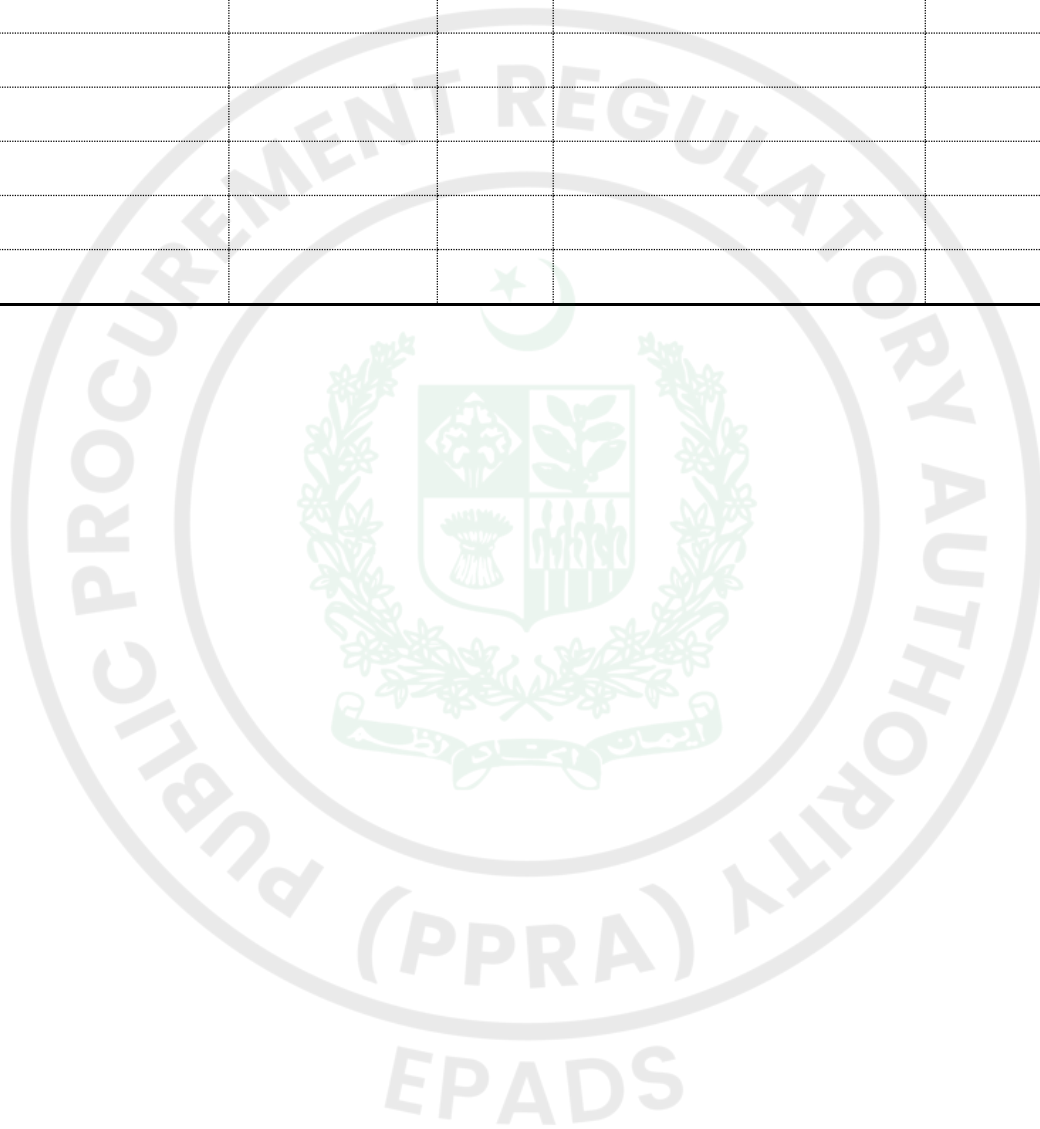
No.	Source of financing	Amount (Eq. PKR)
1		
2		
3		



Past Experience / Contracts

Contracts over *[insert amount]* during the last three years:

Procuring Agency	Value	Year	Goods/Services Supplied	Country of Destination



Historical Contract Non-Performance, and Pending Litigation and Litigation History

[The following table shall be filled in for the Applicant and for each member of a Joint Venture]

Applicant's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member Name: *[insert full name]*

IFP No. and title: *[insert IFP number and title]*

Page *[insert page number]* of *[insert total number]* pages

<input type="checkbox"/> Not debarred due to deviation from commitment of Bid Securing Declaration- <input type="checkbox"/> Not debarred due to non-performance			
Year	Non-performed portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and PKR equivalent)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Procuring Agency: <i>[insert full name]</i> Address of Procuring Agency: <i>[insert street/city/country]</i> Reason(s) for nonperformance: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>
Pending Litigation, in accordance with Section III, Qualification Criteria and Requirements			
<input type="checkbox"/> Pending litigation in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.3 as indicated below.			
Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), US\$ PKR Equivalent (exchange rate)

<i>[insert year]</i>	<i>[insert amount]</i>	<p>Contract Identification: [indicate complete contract name, number, and any other identification] Name of Procuring Agency: <i>[insert full name]</i> Address of Procuring Agency: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Procuring Agency" or "Supplier"]</i> Status of dispute: <i>[Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]</i></p>	<i>[insert amount]</i>
<input type="checkbox"/> No consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4. <input type="checkbox"/> Consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4 as indicated below.			
Year of award	Outcome as percentage of Net Worth	Contract Identification	Total Contract Amount (currency), PKR Equivalent (exchange rate)
<i>[insert year]</i>	<i>[insert percentage]</i>	<p>Contract Identification: [indicate complete contract name, number, and any other identification] Name of Procuring Agency: <i>[insert full name]</i> Address of Procuring Agency: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Procuring Agency" or "Supplier"]</i> Court/ arbitral award decision: <i>[Indicate if the award decision was against the Applicant or any member of a joint venture.]y]</i></p>	<i>[insert amount]</i>

Current Contract Commitments / Works in Progress

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

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

Financial Situation and Performance

[The following table shall be filled in for the Applicant and for each member of a Joint Venture]

Applicant's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member Name: *[insert full name]*

IFP No. and title: *[insert IFP number and title]*

Page *[insert page number]* of *[insert total number]* pages

1. Financial data

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

* Refer ITA 14 for the exchange rate

3. Financial documents

The Applicant and in case of JV, members of JV shall provide copies of financial statements for *[number]* years pursuant Section III, Qualifications Criteria and Requirements. The financial statements shall:

- (a) reflect the financial situation of the Applicant or in case of JV member, and not an affiliated entity (such as parent company or group member).
 - (b) be independently audited or certified in accordance with local legislation.
 - (c) be complete, including all notes to the financial statements.
 - (d) correspond to accounting periods already completed and audited.
- Attached are copies of financial statements¹ for the *[number]* years required above; and complying with the requirements.

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

Average Annual Turnover (Annual Sales Value)

[The following table shall be filled in for the Applicant and for each member of a Joint Venture]

Applicant's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member Name: *[insert full name]*

IFP No. and title: *[insert IFP number and title]*

Page *[insert page number]* of *[insert total number]* pages

Annual Turnover Data			
Year	Amount Currency	Exchange rate* (If applicable)	PKR equivalent
<i>[indicate calendar year]</i>	<i>[insert amount and indicate currency]</i>		
		Average Annual Turnover **	

* Refer ITA for date and source of exchange rate.

** Total PKR equivalent for all years divided by the total number of years. See Section III, Qualification Criteria and Requirements, ITA.