Pakistan Cricket Board, Lahore

Upgradation works at High-Performance Centre, Sialkot Cricket Stadium



Single Stage-Two Envelope Procedure

Pakistan Cricket Board
Gaddafi Stadium Lahore

BIDDING DOCUMENTS
Single Stage Two Envelopes

November – 2026

- **INSTRUCTIONS TO BIDDERS**
- **BIDDING DATA**
- **FORM OF BID & APPENDICES TO BID**
- **BILL OF QUANTITIES**
- **FORMS**
- **GENERAL CONDITIONS OF CONTRACT, PART-I**
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INVITATION FOR BIDS



INVITATION FOR BIDS

Date: _____
Bid Reference No.: _____

1. Pakistan Cricket Board (PCB) ("the Employer"), invites bids through EPADS from eligible firms or persons licensed by the Pakistan Engineering Council in the appropriate category and duly qualified with the Employer for the works "Upgradation Works of High Performance Center Sialkot Cricket Stadium" from the eligible Bidders, registered for Income Tax and Sales Tax Department, and who are on Active Taxpayers List of the Federal Board of Revenue.

2. Electronic Biding Documents based on Single Stage Two Envelope bidding procedure, containing detailed terms, and conditions etc. are available for the registered Bidders on PPRA [Federal] EPADS 2.0 web portal (https://eprocure.gov.pk/).

3. The Bids prepared in accordance with the instructions in the Bidding Documents must be submitted electronically through PPRA [Federal] EPADS 2.0 web portal (https://eprocure.gov.pk/) on or before 1100 hours, _____November, 2026. Manual Bids shall not be accepted.

4. Original Bid Security must be submitted to the Employer at the address given below on or before the deadline for submission of Bids stated herein above otherwise such Bid shall be rejected. Copy of the original Bid Security must be uploaded through EPADS 2.0 online portal along with the Technical Proposal.

5. The Technical Proposal will be opened through EPADS 2.0 at 1130 hours, _____November, 2026 at the address given below, in the presence of the Bidders' representatives who choose to attend.

6. This advertisement is also available on the Employer's website www.pcb.com.pk and Public Procurement Regulatory Authority (PPRA) website www.ppra.org.pk.

Pakistan Cricket Board
Gaddafi Stadium Lahore

Director (Infrastructure)
Pakistan Cricket Board
Gaddafi Stadium, Lahore
Telephone: 042-3571 7231-4

INSTRUCTIONS
TO BIDDERS
&
BIDDING DATA



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INSTRUCTIONS TO BIDDERS

A. GENERAL

IB.1 Scope of Bid & Source of Funds

1.1 Scope of Bid

The Employer as defined in the Bidding Data (hereinafter called "the Employer") wishes to receive Bids for the Works summarized in the Bidding Data (hereinafter referred to as "the Works").

The successful bidder will be expected to complete the Works within the time specified in Schedule-A to Bid and Bidding Data.

1.2 Source of Funds

The Employer has applied for/received a loan/credit from the source (s) indicated in the Bidding Data 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 loan/credit will be applied to eligible payments under the Contract for which these Bidding Documents are issued.

IB.2 Eligible Bidders

2.1 Bidding is open to all firms and persons meeting the following requirements:

a) duly licensed by the Pakistan Engineering Council (PEC) in the appropriate category for value of Works.

b) duly pre-qualified/enlisted with the Employer.

IB.3 Cost of Bidding

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



B. BIDDING DOCUMENTS

IB.4 Contents of Bidding Documents

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

1. Instructions to Bidders & Bidding Data
2. Form of Bid & Schedules to Bid

   Schedules to Bid comprise the following:

   (i) Schedule A: Schedule of Prices

   (ii) Schedule B: Specific Works Data

   (iii) Schedule C: Works to be Performed by Subcontractors

   (iv) Schedule D: Proposed Programme of Works

   (v) Schedule E: Method of Performing Works

   (vi) Schedule F: Integrity Pact

3. Conditions of Contract & Contract Data

4. Standard Forms:

   (i) Form of Bid Security

   (ii) Form of Performance Security

   (iii) Form of Contract Agreement

   (iv) Form of Bank Guarantee for Advance Payment



5. Specifications

6. Drawings

IB.5 Clarification of Bidding Documents

5.1 A prospective bidder requiring any clarification(s) in respect of the Bidding Documents may notify the Engineer/Employer at the Employer's/Engineer's address indicated in the Bidding Data.

5.2 The Engineer/Employer will respond to any request for clarification which it receives earlier than ten (10) days prior to the deadline for the submission of Bids. Copies of the Engineer/Employer's response will be forwarded to all prospective bidders, at least five (5) days prior to dead line for submission of Bids, who have received the Bidding Documents including a description of the enquiry but without identifying its source.

IB.6 Amendment of Bidding Documents

6.1 At any time prior to the deadline for submission of Bids, the Employer may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by issuing addendum.

6.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub Clause 6.1 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.

6.3 To afford prospective bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer may at its discretion extend the deadline for submission of Bids.



C. PREPARATION OF BIDS

IB.7 Language of Bid

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

IB.8 Documents Comprising the Bid

8.1 The bid prepared by the bidder shall comprise the following components:

(a) Covering Letter

(b) Form of Bid duly filled, signed and sealed, in accordance with Sub-Clause IB.14.3.

(c) Schedules (A to F) to Bid duly filled and initialed, in accordance with the instructions contained therein & in accordance with Sub-Clause IB14.3.

(d) Bid Security furnished in accordance with Clause IB.13.

(e) Power of Attorney in accordance with Sub-Clause IB 14.5.

(f) Documentary evidence in accordance with Clause IB.11

(g) Documentary evidence in accordance with Clause IB.12.

IB.9 Sufficiency of Bid

9.1 Each bidder shall satisfy himself before Bidding as to the correctness and sufficiency of his Bid and of the rates and prices entered in the Schedule of Prices, which rates and prices shall except in so far as it is otherwise expressly provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper completion of the Works.

9.2 The bidder is advised to obtain for himself at his own cost and responsibility all information that may be necessary for preparing the bid and entering into a Contract for execution of the Works.

IB.10 Bid Prices, Currency of Bid and Payment

10.1 The bidder shall fill up the Schedule of Prices (Schedule A to Bid) indicating the unit rates and prices of the Works to be performed under the Contract. Prices in the Schedule of Prices shall be entered keeping in view the instructions contained in the Preamble to Schedule of Prices.

10.2 Unless otherwise stipulated in the Conditions of Contract, prices quoted by the bidder shall remain fixed during the bidder's performance of the Contract and not subject to variation on any account.

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

IB.11 Documents Establishing Bidder's Eligibility and Qualifications

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

11.2 Bidder/Manufacturer must possess and provide evidence of its capability and the experience as stipulated in Bidding Data and the Qualification Criteria stipulated in the Bidding Documents.

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IB.12 Documents Establishing Works' Conformity to Bidding Documents

12.1 The documentary evidence of the Works' conformity to the Bidding Documents may be in the form of literature, drawings and data and the bidder shall furnish documentation as set out in Bidding Data.

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

IB.13 Bid Security

13.1 Each bidder shall furnish, as part of his bid, at the option of the bidder, a Bid Security in the amount stipulated in Bidding Data in Pak. Rupees in the form of Deposit at Call or a Bank Guarantee issued by a Scheduled Bank in Pakistan or an insurance company having alteast AA rating from PACRA/JCR in favour of the Employer valid for a period up to twenty eight (28) days beyond the bid validity date.

13.2 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer as non-responsive.

13.3 The bid securities of unsuccessful bidders will be returned upon award of contract to the successful bidder or on the expiry of validity of Bid Security whichever is earlier.

13.4 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security, pursuant to Clause IB.21 and signed the Contract Agreement, pursuant to Sub-Clauses IB.20.2 & 20.3.

13.5 The Bid Security may be forfeited:

(a) if a bidder withdraws his bid during the period of bid validity; or

(b) if a bidder does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.5 (b) hereof; or



(c) in the case of a successful bidder, if he fails to:

(i) furnish the required Performance Security in accordance with Clause IB.21, or

(ii) sign the Contract Agreement, in accordance with Sub-Clauses IB.20.2 & 20.3.

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

14.1 Bids shall remain valid for the period stipulated in the Bidding Data after the date of bid opening.

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

14.3 No alteration is to be made in the Form of Bid except in filling up the blanks as directed. If any alteration be made or if these instructions be not fully complied with, the bid may be rejected.

14.4 Each bidder shall prepare Original and number of copies specified in the Bidding Data of the documents comprising the bid as described in Clause IB.8 and clearly mark them "ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them, the original shall prevail.

14.5 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign (in the case of copies, Photostats are also acceptable). This shall be indicated by submitting a written Power of Attorney authorising the signatory of the bidder to act for and on behalf of the bidder. All pages of
the bid shall be initialed and official seal be affixed by the person or persons signing the bid.

14.6 The Bid shall be delivered in person or sent by registered mail at the address to Employer as given in Bidding Data.

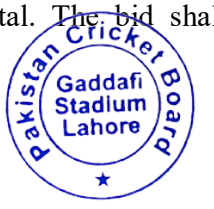
D. SUBMISSION OF BID

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

15.1 Bids must be received by the Employer at the address/provided in Bidding Data not later than the time and date stipulated therein.

15.2 Bids shall be submitted electronically through the EPADS portal. The bid shall comprise two separate digital folders:

1. Technical Bid
2. Price Bid.



15.3 Bids shall be submitted by EPADS not later than the time and date stipulated in invitation for Bids.

15.4 Any bid received by the Employer after the deadline for submission prescribed in Bidding Data will be returned unopened to such bidder.

15.5 Any bidder may modify or withdraw his bid after bid submission provided that the modification or written notice of withdrawal is received by the Employer prior to the deadline for submission of bids.

15.6 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security pursuant to Sub-Clause IB.13.5(a).

E. BID OPENING AND EVALUATION

IB.16 Bid Opening, Clarification and Evaluation

16.1 The Employer will open the bids, in the presence of bidders' representatives who choose to attend, at the time, date and location stipulated in the Bidding Data.

16.2 The Bid Opening shall be conducted through EPADS or EPADS 2.0.The Techincal Bids shall be downloaded one at a time, and (a) the name of the Bidder; (b) the presence of a Bid Security; and (c) any other details as the Employer may consider appropriate shall be read out and recorderd.

16.3 The bidder's name, Bid Prices, any discount, the presence or absence of Bid Security, and such other details as the Employer, at its discretion, may consider appropriate, will be announced by the Employer at the bid opening. The Employer will record the minutes of the bid opening. Representatives of the bidders who choose to attend shall sign the attendance sheet.

Any Bid Price or discount which is not read out and recorded at bid opening will not be taken into account in the evaluation of bid.

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

16.5 (a) Prior to the detailed evaluation, pursuant to Sub-Clauses IB.16.7 to 16.9, the Engineer/Employer will determine the substantial responsiveness of each bid to the Bidding Documents. For purposes of these Clauses, a substantially responsive bid

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is one which conforms to all the terms and conditions of the Bidding Documents without material deviations. It will include to determine the requirements listed in the Bidding Data.

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

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

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

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

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

16.7 The Engineer/Employer will evaluate and compare only the bids previously determined to be substantially responsive pursuant to Sub-Clauses IB.16.4 to 16.6 as per requirements given hereunder. Bids will be evaluated for the complete scope of works. The prices will be compared on the basis of the Evaluated Bid Price pursuant to Sub-Clause 16.8 herein below.

(a) Technical Evaluation

It will be examined in detail whether the Works offered by the bidder comply with the Technical Provisions of the Bidding Documents. For this purpose, the bidder's data submitted with the bid in Schedule B to Bid will be compared with technical features/criteria of the Works detailed in the Technical Provisions. Other technical information submitted with the bid on EPADS regarding the Scope of Work will also be reviewed.

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(b) Commercial Evaluation

It will be examined in detail whether the bids comply with the commercial /contractual conditions of the Bidding Documents. It is expected that no material deviation/stipulation shall be made by the bidders.

16.8 Evaluated Bid Price

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

(i) making any correction for arithmetic errors pursuant to Sub-Clause 16.4 hereof.

(ii) making an appropriate price adjustment for any other acceptable variation or deviation.

(iii) making an appropriate price adjustment for Deviations in terms of Payments (if any and acceptable to the Employer).

(iv) discount, if any, offered by the bidders as also read out and recorded at the time of bid opening.

16.9 Evaluation Methods

Pursuant to Sub-Clause 16.8, Para (ii), and (iii), the following evaluation methods for price adjustments will be followed:

(i) Price Adjustment for Technical Compliance

The cost of making good any deficiency resulting from technical non-compliance will be added to the Corrected Total Bid Price for comparison purposes only. The adjustments will be applied taking the highest price quoted by other bidders being evaluated in detail in their original Bids for the corresponding item. In case of non-availability of price from other bidders, the price will be estimated by the Engineer/Employer.

(ii) Price Adjustment for Commercial Compliance

The cost of making good any deficiency resulting from any quantifiable variations and deviations from the Bid Schedules and Conditions of Contract, as determined by the Engineer/Employer, will be added to the Corrected Total Bid Price for comparison purposes only. Adjustment for commercial compliance will be added to the Corrected Total Bid Prices.

(iii) Price Adjustment for Deviation in Terms of Payments



Refer to Bidding Data

IB.17 Process to be Confidential

17.1 Subject to Sub-Clause IB.16.3 heretofore, no bidder shall contact Engineer/Employer on any matter relating to its Bid from the time of the Bid opening to the time the bid evaluation result is announced by the Employer. The evaluation result shall be announced at least ten (10) days prior to award of Contract. The announcement to all bidders will include table(s) comprising read-out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated.

17.2 Any effort by a bidder to influence the Engineer/Employer in the Bid evaluation, Bid comparison or Contract Award decisions may result in the rejection of his Bid. Whereas, any bidder feeling aggrieved may lodge a written complaint not later than fifteen (15) days after the announcement of the bid evaluation result; however, mere fact of lodging a complaint shall not warrant suspension of procurement process.

F. AWARD OF CONTRACT

IB.18. Post Qualification

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

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

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

IB.19 Award Criteria & Employer's Right



19.1 Subject to Sub-Clause IB.19.2, the Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such bidder has been determined to be qualified to satisfactorily perform the Contract in accordance with the provisions of Clause IB.18.

19.2 Notwithstanding Sub-Clause IB.19.1, the Employer reserves the right to accept or reject any bid, and 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 to inform the affected bidders of the grounds for the Employer's action except that the grounds for its rejection of all bids shall upon request be communicated, to any bidder who submitted a bid, without justification of the grounds. Notice of the rejection of all the bids shall be given promptly to all the bidders.

IB.20 Notification of Award & Signing of Contract Agreement

20.1 Prior to expiration of the period of bid validity prescribed by the Employer, the Employer will notify the successful bidder in writing ("Letter of Acceptance") that his bid has been accepted.

20.2 Within seven (7) days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Employer will send the successful bidder the Form of Contract Agreement provided in the Bidding Documents, incorporating all agreements between the parties.

20.3 The formal Agreement between the Employer and the successful bidder shall be executed within seven (7) days of the receipt of Form of Contract Agreement by the successful bidder from the Employer.

IB.21 Performance Security

21.1 The successful bidder shall furnish to the Employer a Performance Security in the form and the amount stipulated in the Conditions of Contract within a period of fourteen (14) days after the receipt of Letter of Acceptance.

21.2 Failure of the successful bidder to comply with the requirements of Sub-Clauses IB.20.2 & 20.3 or 21.1 or Clause IB.22 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

IB.22 Integrity Pact

The Bidder shall sign and stamp the Form of Integrity Pact provided at Schedule-F to Bid in the Bidding Document for all Federal Government procurement contracts exceeding Rupees ten (10) million. Failure to provide such Integrity Pact shall make the bid nonresponsive.



BIDDING DATA

Serial No.	Clause	Description
1.	IB.1	Name and address of the Employer: The Employer is: **Pakistan Cricket Board** Gaddafi Stadium Ferozepur Road, Lahore (Hereinafter called the "**Employer**" which expression shall include the successors legal representatives and permitted assignees) The Engineer is: **Director (Infrastructure Department)** Pakistan Cricket Board Gaddafi Stadium Ferozepur Road, Lahore Tel: 042-3571-7231-4 Fax: 042-3571-1860 (Hereinafter called the "Engineer" which expression shall include the successors legal representatives and permitted assignees) Name of the Project & Summary of the Works: **Upgradation works at High Performance Centre, Sialkot Cricket Stadium"** Summary of the Works The Works to be done under the Bidding Documents shall comprise works as provided in the Bill of Quantities & (Drawings if required) The above works shall be inclusive of executing all architectural & engineering aspects related to Architectural and Civil Works etc. **Time for Completion** 120 Calendar Days from the date of issuance of Acceptance of Letter.
	IB.2	PCB's own funds
	IB.5	Clarification shall be received and communicated through EPADS 2.0 only. Clarifications must be received not later than seven (07) days prior to the

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		submission deadline. The Employers' response will be made not later than three (03) calendar days prior to the date fixed for submission of Bid.
	IB.6.2	Any Addendum will be communicated through EPADS 2.0.
	IB.8	All documents hereunder shall be submitted through EPADS 2.0.
	IB.10.3	Bid shall be quoted entirely in Pak. Rupees. The payment shall be made in Pak. Rupees.
	IB.11.2	Upgradation works at High Performance Center, Sialkot cricket stadium.
	IB.12.1	(a) A detailed description of the Works, essential technical and performance characteristics. (b) Complete set of technical information, description data, literature and drawings as required in accordance with Schedule B to Bid, Specific Works Data. This will include but not be limited to a sufficient number of drawings, photographs, catalogues, illustrations and such other information as is necessary to illustrate clearly the significant characteristics such as general construction dimensions and other relevant information about the works to be performed.
	IB.13.1	Amount of Bid Security The Bid Security shall be Rs.17,00,000/- in the shape of Pay order or Bank Guarantee from AA+ rated Scheduled Bank in Pakistan issued in the favour of Pakistan Cricket Board.
	IB.14.1	Period of Bid Validity Ninety (90) Calendar days after Bid Opening Date.
	IB.14.4	Number of Copies of the Bid to Submitted The Bidder shall submit the Bid electronically through EPADS 2.0 in accordance with the Single Stage–Two Envelope bidding procedure. The Technical Proposal and Financial Proposal shall be uploaded separately in the respective electronic sections/envelopes provided on EPADS 2.0. The electronic submission shall be treated as the original Bid. No physical copies of the Bid shall be required, except for the original Bid Security where specifically required under these Bidding Documents.
	IB.14.6	Employer Address a) Employer's Address for the Purpose of Bid Submission Director (Infrastructure Department) Pakistan Cricket Board Gaddafi Stadium



		Ferozepur Road, Lahore Tel: 042-3571-7231-4 Fax: 042-3571-1860
	IB.15.1	Submission Deadline will be ____ November, 2026.
	IB.16.1	Venue, Time, and Date of Bid Opening Venue: _____ Time: _____ Date: _____
	IB.16.9 (iii)	Price Adjustment for Deviations in Terms of Payment N / A
	IB.20.1	Letter of Acceptance will be communicated through EPADS.
	IB.21.	Performance Security shall be 10% of the Contract Amount (Bank Guarantee).



A. TECHNICAL PROPOSAL

Pursuant to the Sub Clause 11-1 (a) Instructions to Bidders – Bidders shall be subject to post-qualification in accordance with the applicable provisions of the Public Procurement Rules, 2026 and the criteria specified in these Bidding Documents." for participating in the Bidding Process for the "***Upgradation Works at High Performance Centre,t Sialkot Cricket Stadium***" which as mandated under Government of Pakistan PPRA Rule 2004 vide Rule No. 36 (b) shall be based upon Single Stage Two Envelope Bidding Procedure.

B. CRITERIA FOR EVALUATION OF TECHNICAL PROPOSAL

1. General

The technical proposal of the Bidders shall be evaluated for the Post-qualification of bidders for construction of the subject project basing as the criteria given in succeeding paras regarding the Applicant's Basic Eligibility, Work Experience, Personnel Capabilities, Equipment Capabilities and Financial Soundness. Sub-contractor's experience and resources shall not be taken into account in determining the applicant's compliance with the qualifying criteria.

2. Marks



The distribution of the marks shall be as given below:-

i. Work Experience 60
ii. Personnel Capabilities 40

The overall minimum qualifying score shall be 70% marks and at least 50% marks in each category to qualify. A detailed post-qualification criterion is given hereunder.

3. Basic Eligibility

The firms fulfilling the following basic requirements shall only be considered for further evaluation (relevant documents to be attached).

a. Should have been In practice for last 5 Years at least
b. Valid Registration with Pakistan Engineering Council (PEC) in category C-6 or above;
c. Valid Income Tax and PRA Registration Certificate and should be on Active Taxpayer List under FBR on the last date of submission of bids;
d. Handling and completion of at least two (02) similar works costing Rs.40 million or above within last 5 years
e. Undertaking on Affidavit that the firm is not blacklisted at any forum in Pakistan

4. Work Experience

Marking for work experience of the bidder shall be evaluated as per following criteria.

Sr. No.	Description	Max. Marks
	Similar Works with cost at least Rs. 40 million completed in last 5-years. Each Project 15 marks	30

	Average annual turnover of at least Rs. 100 million during the last three (03) financial years, duly supported by audited financial statements or Income Tax Return for last three Years.	30
	Total Marks	**60**

Note: Proof of projects completed shall be in the shape of letter of award, completion certificate, handing taking over etc.

Personnel Capabilities

Marking for personal capabilities of the firm/ joint venture shall be evaluated on the basis of following criteria.

Sr. No.	Description	Max. marks
I	**Staff**	
1	(Civil Engineer) Supervisor 05 no each	10
2	Quantity Surveyor / DAE Engineer 05 no each	10
2	Skilled Labor Mason Head Mason Carpenter Steel fixer Electrician Plumber Welder Tile fixer Painter HVAC technician, (Each 02Number)	20
	Total marks	**40**

Note: CV's,& PEC licence of the professional staff currently employed with the firm is mandatory for submission;

The overall minimum qualifying score shall be 70% marks (i.e., 70 out of 100 marks), with a minimum of 50% marks in each category. Only bidders achieving the minimum qualifying score and meeting all mandatory eligibility and responsiveness requirements shall be considered technically qualified for opening of their Financial Proposals.



FORM OF BID AND SCHEDULES TO BID



FORM OF BID

(LETTER OF OFFER)

Bid Reference No. _____

_____

_____

(Name of Works)

To:

_____

_____

_____

Gentlemen,

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Contract Data, Specifications, Drawings, if any, Schedule of Prices and Addenda Nos. _____ for the execution of the above-named Works, we, the undersigned, being a company doing business under the name of and address _____ _____ and being duly incorporated under the laws of Pakistan hereby offer to execute and complete such Works and remedy any defects therein in conformity with the said Documents including Addenda thereto for the Total Bid Price of Rs_____(Rupees_____) or such other sum as may be ascertained in accordance with the said Documents.

2. We understand that all the Schedules attached hereto form part of this Bid.

3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of _____ _____ drawn in your favour or made payable to you and valid for a period of twenty eight (28) days beyond the period of validity of Bid.

4. We undertake, if our Bid is accepted, to commence the Works and to deliver and complete the Works comprised in the Contract within the time(s) stated in Contract Data.

5. We agree to abide by this Bid for the period of _____ days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.

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7. We undertake, if our Bid is accepted, to execute the Performance Security referred to in Conditions of Contract for the due performance of the Contract.

8. We understand that you are not bound to accept the lowest or any bid you may receive.

9. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid for the Works.

Dated this_____day of _____, 20

Signature _____

in the capacity of _____duly authorized to sign bid for and on behalf of _____
(Name of Bidder in Block Capitals)

(Seal)

Address
_____

_____

_____

Witness:



(Signature)_____

Name:_____
Address: _____
_____

SCHEDULES TO BID INCLUDE THE FOLLOWING:

- Schedule A to Bid: Schedule of Prices
- Schedule B to Bid: Specific Works Data
- Schedule C to Bid: Works to be Performed by Subcontractors
- Schedule D to Bid: Proposed Programme of Works
- Schedule E to Bid: Method of Performing Works
- Schedule F to Bid: Integrity Pact]



SCHEDULE – A TO BID

SCHEDULE OF PRICES

Sr. No.		Page No.
1.	Preamble to Schedule of Prices	26
2.	Schedule of Prices	29
	*(a) Summary of Bid Prices	
	* (b) Detailed Schedule of Prices	

* [To be prepared by the Engineer/Employer]



SCHEDULE - A TO BID

PREAMBLE TO SCHEDULE OF PRICES

1. General

1.1 The Schedule of Prices shall be read in conjunction with the Conditions of Contract, Contract Data together with the Specifications and Drawings, if any.

1.2 The Contract shall be for the whole of the Works as described in these Bidding Documents. Bids must be for the complete scope of works.

2. Description

2.1 The general directions and descriptions of works and materials are not necessarily repeated nor summarized in the Schedule of Prices. References to the relevant sections of the Bidding Documents shall be made before entering prices against each item in the Schedule of Prices.

3. Units & Abbreviations

3.1 Units of measurement, symbols and abbreviations expressed in the Bidding Documents shall comply with the Systeme Internationale d' Unites (SI Units).

_____

_____

(Note:The abbreviations to be used in the Schedule of Prices to be defined by the Employer).

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4. Rates and Prices

4.1 Except as otherwise expressly provided under the Conditions of Contract, the rates and amounts entered in the Schedule of Prices shall be the rates at which the Contractor shall be paid and shall be the full inclusive value of the works set forth or implied in the Contract; except for the amounts reimbursable, if any to the Contractor under the Contract.

4.2 Unless otherwise stipulated in the Contract Data, the rates and prices entered by the bidder shall not be subject to adjustment during the performance of the Contract.

4.3 All duties, taxes and other levies payable by the Contractor shall be included in the rates and prices.

4.4 The whole cost of complying with the provisions of the Contract shall be included in the items provided in the Schedule of Prices, and where **SCHEDULE - A TO BID**

no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the Works and no separate payment will be made for those items.

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

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

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

*(Employer may modify as appropriate)

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

5. Bid Prices

5.1 Break-up of Bid Prices

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

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

5.2 Total Bid Price

The total of bid prices in the Schedule of Prices shall be entered in the Summary of Bid Prices.

6. Provisional Sums



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



SCHEDULE - A TO BID

SCHEDULE OF PRICES – SUMMARY OF BID PRICES



PAKISTAN CRICKET BOARD (PCB)

ABSTRACT OF COST

JINNAH STADIUM SIALKOT

S. No	Description	Ref: MRS 2nd 2026	Unit	Qty	Rate	Amount
1	**Dismantling**					
	Dismantling brick work in lime or cement mortar.	4/--13	100Cft	7433.50		
	Dismantling cement concrete reinforced, separating reinforcement from concrete, cleaning and straightening the same.	4/--20	100Cft	4029.50		
1	**Earth Works**					
	Excavation in Foundation of Building, Bridges and other structures. Including dagblling, dressing, refilling around structure with excavated earth (30m) and lift upto 5 ft. (1.5m) 1) Depth upto 5ft (1.5m) a) By Manual ii) Ordinary soil.	3/21-1aii	1000Cft	50000.00		
2	**Plain and Rainforced Concrete**					
2.1	Cement concrete plain including placing, compacting, finishing and curing complete (including screening and washing of stone aggregare).					
i)	Ratio: 1:4:8	6/5-i	100Cft	2640.00		
ii)	Ratio: 1:2:4	6/5-f	100Cft	375.00		
2.2	Providing and laying reinforced cement concrete (including prestressed concrete), using coarse sand and screened graded and washed aggregate in required shape and design including forms, moulds, shuttering, lifting, compacting, curing, rendering and finishing exposed surface, complete (but excluding the cost of steel reinforcement, its fabraction and placing in position etc.					

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	i) Reinforced cement concrete type B nominal mix 1:2:4 (cylinder strength 3000 psi) in roof slab beams lintels, girders and other structural members laid in situ or precast laid in position, or prestressed members cast in situ, complete in all respect (including carriage from Zinda Peer DG Khan to Multan).	6/6-a(3)	Cft	1125.00		
3	**Steel Reinforcement**					
3.1	Fabrication of mild steel reinforcement for cement concrete, including cutting, bending, laying in position, making joints and fastenings, including cost of binding wire and labour charges for binding of steel reinforcement (also includes removal of rust from bars).	6/9-ii	100Kg	3937.50		
4	**Brick Work**					
4.1	Pacca brick work of 9" and above thickness including removal of surplus debries, unused material and by product ratio 1:4 cement, sand mortar etc. complete in all respects.	7/4-i	100Cft	28256.25		
4.2	Providing and laying fair face Gutka cladding laid in (1:2) cement / red posso mortar having 1/4" thick groove finish i/c cost of 8 SWG wire in shape of 8 placed horizontally and vertically at 36" and 18" c/c respectively i/c cutting charges as per approved drawing , complete in all respect as approved and directed by the Engineer Incharge.					
	i) 2-1/4" x 2-1/4" x 9"	7/--38	Sft	16000.00		
5	**Flooring**					

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5.1	Cement concrete plain including placing, compacting, finishing and curing complete (including screening and washing of stone aggregare). 1:2:4	6/5-f	100Cft	5200.00		
5.2	Providing and laying tuff pavers, having 7000 psi crushing strength of approved manufacturer, over 2" to 3" sand cushion i/c grouting with sand in joints i/c finishing to require stope, complete in all respect (50% grey/50% coloured). 60-mm thick	10/42 b	Sft	10400.00		
5.3	Providing and fixing precast Edge Kerb Stone (100mm to 150mm thick) of 3500 PSI Compressive Strength, embeded in PCC 1:2:4 over lean concrete 1:4:8 etc. Complete in all respect.	6/53 (a-i)	Rft	1040.00		
6	**Surface Rendering**					
6.1	Cement plaster 1:4 on internal walls upto 20' (6.00m) height and 1/2" (13mm) thick	11/7-b	100Sft	16675.00		
6.2	Cement plaster 1:4 on internal walls upto 20' (6.00m) height and 3/4" (20mm) thick	11/7-c	100Sft	16675.00		
6.3	Cement pointing flush upto 20' (6.00 m) heihgt:-					
	a) ratio 1:2	11/18-a	100Sft	16000.00		
7	**Painting & Varnishing**					
7.1	Providing and applying 2 coats of weather shield paint of approved quality on external surface of building including preparation of surface application of primer complete in all respect.					
a	New Surface 1st Coat	13/33-a i	100Sft	32000.00		
	New Surface two coat	13/33-a ii	100Sft	32000.00		

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b	Old Surface	13/33-b	100Sft	1800.00		
7.2	Painting guard bars, gates of iron bars, gratings, railing (including standards, braces etc.) and similar open work (3 Coats)					
	i) priming coat.	13/4-d 1	100Sft	6000.00		
	ii) each subsequent coat of paint.	13/4-d ii	100Sft	6000.00		
8	**Metal Works**					
8.1	Making and fixing steel grated door with 1/16" thick (1.5mm) sheeting, including angle iron frame 2"x2"x3/8" (50x50x10 mm) and ¾" (20 mm) square bars 4" (100 mm)centre to centre, with locking arrangement.	25/--31	PSft	84.00		
8.2	Providing and fixing anti climb high security galvanized razor cut wire fencing having double sharp four U-shaped pointed 0.5 mm 12 mm thick tempered glass Framed which consist of Automatic thick (22mmx15 mm barbs) spaced @ 33 mm c/c cladded over 2.5 mm dia high tensile Core wire making coil fencing of specified diameter @ 4" c/c fixed on 2'-3" high M/S angle iron post 1½" x 1½" x 3/16" embeded in base of PCC (1:2:4) (4"x4"x9") @ 4' apart i/c the cost of 2 No. bars 3/8" dia welded horizantally with angle iron posts , binding wire, painting of posts, etc. complete in all respects as pproved and directed by the Engineer incharge.					
	(i) 24 " diameter	25/77-i	Rft	2000.00		
	Total					-
	Add all Applicable Taxes					-
	G. Total					-

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SCHEDULE - B TO BID

***SPECIFIC WORKS DATA**

(To be prepared and incorporated by the Employer)



*(Note: The Employer shall spell out the information & data required to be filled out by the bidder and to furnish complementary information).

SCHEDULE – C TO BID

WORKS TO BE PERFORMED BY SUBCONTRACTORS

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



Note:

1. No change of Sub-Contractors shall be made by the bidder without prior approval of the Employer.

2. The truthfulness and accuracy of the statement as to the experience of SubContractors is guaranteed by the bidder. The Employer's judgment shall be final as to the evaluation of the experience of Sub-Contractors submitted by the bidder.

3. Statement of similar works shall include description, location & value of works, year completed and name & address of the clients.

SCHEDULE – D TO BID

PROPOSED PROGRAMME OF WORKS

Upgradation works at High Performance Centre, t Sialkot Cricket Stadium Note: - Contractor must comply with time lines for the completion of works as mentioned in Appendix E to Bid, any delays due to matches there could arise work breaks during execution of works at the Site due to, inter alia, security arrangements during cricket matches organized at the location. Employer through the Engineer, will inform of such breaks and number of days due to such stoppages will not be counted in the Time for Completion Period. No mobilization, de-mobilization or any other compensation will be payable to the Contractor for such breaks.

Time for Completion

120 Calendar Days from the Commencement Date as mentioned Contract Data.



SCHEDULE – E TO BID

METHOD OF PERFORMING WORKS

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

- The sequence and methods in which he proposes to carry out the Works, including the number of shifts per day and hours per shift, he expects to work.

- A list of all major items of constructional and erectional plant, tools and vehicles proposed to be used in delivering/carrying out the Works at Site

- The procedure for installation of equipment and transportation of equipment and materials to the site.

- Organisation chart indicating head office & field office personnel involved in management, supervision and engineering of the Works to be done under the Contract.



SCHEDULE – F TO BID

(INTEGRITY PACT)

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

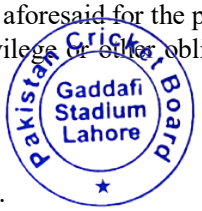
…… [name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan (GoP) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoP through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

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

[name of 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, representation or warranty.

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

Notwithstanding any rights and remedies exercised by GoP in this regard, [name of 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 time 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 Buyer: ……
Signature: ……
[Seal]

Name of Seller/Supplier: ……
Signature: ……
[Seal]

CONDITIONS OF CONTRACT



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Clause No.	*Description*	*Page No.*

CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

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

The Contract

1.1.1 "Contract" means the Contract Agreement and the other documents listed in the Contract Data.

1.1.2 "Specifications" means the document as listed in the Contract Data, including Employer's requirements in respect of design to be carried out by the Contractor (if any), and any Variation to such document.

1.1.3 "Drawings" means the Employer's drawings of the Works as listed in the Contract Data, and any Variation to such drawings.

Persons

1.1.4 "Employer" means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Contractor) any assignee.

1.1.5 "Contractor" means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Employer) any assignee.

1.1.6 "Party" means either the Employer or the Contractor.

Dates, Times and Periods

1.1.7 "Commencement Date" means the date fourteen (14) days after the date the Contract comes into effect or any other date named in the Contract Data.

1.1.8 "Day" means a calendar day

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1.1.9 "Time for Completion" means the time for completing the Works as stated in the Contract Data (or as extended under Sub-Clause 7.3), calculated from the Commencement Date.

Money and Payments

1.1.10 "Cost" means all expenditure properly incurred (or to be incurred) by the Contractor, whether on or off the Site, including overheads and similar charges

but does not include any allowance for profit.

Other Definitions

1.1.11 "Contractor's Equipment" means all machinery, apparatus and other things required for the execution of the Works but does not include Materials or Plant intended to form part of the Works.

1.1.12 "Country" means the Islamic Republic of Pakistan.

1.1.13 "Employer's Risks" means those matters listed in Sub-Clause 6.1.

1.1.14 "Force Majeure" means an event or circumstance which makes performance of a Party's obligations illegal or impracticable and which is beyond that Party's reasonable control.

1.1.15 'Materials" means things of all kinds (other than Plant) to be supplied and incorporated in the Works by the Contractor.

1.1.16 "Plant" means the machinery and apparatus intended to form or forming part of the Works.

1.1.17 "Site" means the places provided by the Employer where the Works are to be executed, and any other places specified in the Contract as forming part of the Site.

1.1.18 "Variation" means a change which is instructed by the Engineer/Employer under Sub-Clause 10.1.

1.1.19 'Works" means any or all the works whether Supply, Installation, Construction etc. and design (if any) to be performed by the Contractor including temporary works and any variation thereof.

1.1.20 "Engineer" means the person notified by the Employer to act as Engineer for the purpose of the Contract and named as such in Contract Data.

1.2 **Interpretation**

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

1.3 **Priority of Documents**

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

1.4 **Law**

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

1.5 **Communications**

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

1.6 **Statutory Obligations**

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

2. THE EMPLOYER



2.1 **Provision of Site**

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

2.2 **Permits etc.**

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

2.3 **Engineer's/Employer's Instructions**

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

2.4 **Approvals**

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

3. ENGINEER'S/EMPLOYER'S REPRESENTATIVES

3.1 Authorised Person

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

3.2 Engineer's/Employer's Representative

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



4. THE CONTRACTOR

4.1 General Obligations

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

4.2 Contractor's Representative

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

4.3 Subcontracting

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

4.4 Performance Security

The Contractor shall furnish to the Employer within fourteen (4) days after receipt of Letter of Acceptance a Performance Security at the option of the bidder, in the form of Bank Draft or Bank Guarantee or an insurance company having alteast AA rating from PACRA/JCR for the amount and validity specified in Contract Data.

5. DESIGN BY CONTRACTOR

5.1 Contractor's Design

The Contractor shall carry out design to the extent specified, as referred to in the Contract Data. The Contractor shall promptly submit to the Engineer/Employer all designs prepared by him. Within fourteen (14) days of receipt the Engineer/Employer shall notify any comments or, if the design submitted is not in accordance with the Contract, shall reject it stating the reasons. The Contractor shall not construct any element of the Works designed by him within fourteen (14) days after the design has been submitted to the Engineer/Employer or which has been rejected. Design that has been rejected shall be promptly amended and resubmitted. The Contractor shall resubmit all designs commented on taking these comments into account as necessary.

5.2 Responsibility for Design

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

6. EMPLOYER'S RISKS



6.1 The Employer's Risks

The Employer's Risks are:-

a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, within the Country**;**
b) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, within the Country**;**

c) riot, commotion or disorder by persons other than the Contractor's personnel and other employees including the personnel and employees of SubContractors, affecting the Site and/or the Works**;**

d) ionising radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of

such an assembly, except to the extent to which the Contractor/Sub-Contractors may be responsible for the use of any radio-active material**;**

e) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds**;**

f) use or occupation by the Employer of any part of the Works, except as may be specified in the Contract**;**

g) late handing over of sites, anomalies in drawings, late delivery of designs and drawings of any part of the Works by the Employer's personnel or by others for whom the Employer is responsible;

h) a suspension under Sub-Clause 2.3 unless it is attributable to the Contractor's failure; and

i) physical obstructions or physical conditions other than climatic conditions, encountered on the Site during the performance of the Works, for which the Contractor immediately notified to the Employer and accepted by the Employer.

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7. TIME FOR COMPLETION

7.1 Execution of the Works

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

7.2 Programme

Within the time stated in the Contract Data, the Contractor shall submit to the Engineer/Employer a programme for the Works in the form stated in the Contract Data.

7.3 Extension of Time

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

the Employer shall extend the Time for Completion as determined.

7.4 **Late Completion**

If the Contractor fails to complete the Works within the Time for Completion, the Contractor's only liability to the Employer for such failure shall be to pay the amount stated in the Contract Data for each day for which he fails to complete the Works.

8. TAKING-OVER

8.1 **Completion**

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

8.2 **Taking-Over Notice**

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



9. REMEDYING DEFECTS

9.1 **Remedying Defects**

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

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

9.2 **Uncovering and Testing**

The Engineer/Employer may give instruction as to the uncovering and/or testing of any work. Unless as a result of an uncovering and/or testing it is established that the Contractor's design, Materials, Plant or workmanship are not in accordance with the

Contract, the Contractor shall be paid for such uncovering and/or testing as a Variation in accordance with Sub-Clause 10.2.

10. VARIATIONS AND CLAIMS

10.1 Right to Vary

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

10.2 Valuation of Variations



Variations shall be valued as follows:

a) at a lump sum price agreed between the Parties, or

b) where appropriate, at rates in the Contract, or

c) in the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation, or failing which

d) at appropriate new rates, as may be agreed or which the Engineer/Employer considers appropriate, or

e) if the Engineer/Employer so instructs, at day work rates set out in the Contract Data for which the Contractor shall keep records of hours of labour and Contractor's Equipment, and of Materials, used.

10.3 Early Warning

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

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

10.4. Valuation of Claims

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

10.5 **Variation and Claim Procedure**

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

11. CONTRACT PRICE AND PAYMENT

11.1 (a) **Terms of Payments**

The amount due to the Contractor under any Interim Payment Certificate issued by the Engineer pursuant to this Clause, or to any other terms of the Contract, shall , subject to Clause 47, be paid by the Employer to
the Contractor within 30 days after such Interim Payment Certificate has been jointly verified by Employer and Contractor, or, in the case of the Final Certificate referred to in Sub Clause 60.8, within 60 days after such Final Payment Certificate has been jointly verified by Employer and Contractor; Provided that the Interim Payment shall be caused in 42 days and Final Payment in 60 days in case of foreign funded project. In the event of the failure of the Employer to make payment within the times stated, the Employer shall pay to the Contractor compensation at the 28 days rate of KIBOR+2% per annum in local currency and LIBOR+1% for foreign currency, upon all sums unpaid from the date by which the same should have been paid. The provisions of this Sub-Clause are without prejudice to the Contractor's entitlement under Clause 69.

(b) **Valuation of the Works**

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



11.2 **Monthly Statements**

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

a) the value of the Works executed; and

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

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

11.3 Interim Payments

Within a period not exceeding seven (7) days from the date of submission of a statement for interim payment by the Contractor, the Engineer shall verify the same and within a period not exceeding thirty (30) days from the said date of submission by the Contractor, the Employer shall pay to the Contractor the sum verified by the Engineer less retention money at the rate stated in the Contract Data.

11.4 Retention

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

11.5 Final Payment

Within twenty one (21) days from the date of issuance of the Maintenance Certificate the Contractor shall submit a final account to the Engineer to verify and the Engineer shall verify the same within fourteen (14) days from the date of submission and forward the same to the Employer together with any documentation reasonably required to enable the Employer to ascertain the final contract value.

Within sixty (60) days from the date of receipt of the verified final account from the Engineer, the Employer shall pay to the Contractor any amount due to the Contractor. While making such payment the Employer may, for reasons to be given to the Contractor in writing, withhold any part or parts of the verified amount.

11.6 Currency

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



12. DEFAULT

12.1 Default by Contractor

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

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

12.2 **Default by Employer**

If the Employer fails to pay in accordance with the Contract, or is, despite a written complaint, in breach of the Contract, the Contractor may give notice referring to this Sub-Clause and stating the default. If the default is not remedied within fourteen (14) days after the Employer's receipt of this notice, the Contractor may suspend the execution of all or parts of the Works.

If the default is not remedied within twenty eight (28) days after the Employer's receipt of the Contractor's notice, the Contractor may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilise from the Site.

12.3 **Insolvency**

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

12.4 **Payment upon Termination**

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

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

b) any sums to which the Employer is entitled,

c) if the Employer has terminated under Sub-Clause 12.1 or 12.3, the Employer shall be entitled to a sum equivalent to twenty percent (20%) of the value of parts of the Works not executed at the date of the termination, and

d) if the Contractor has terminated under Sub-Clause 12.2 or 12.3, the Contractor shall be entitled to the cost of his demobilisation together with a sum equivalent to ten percent (10%) of the value of parts of the Works not executed at the date of termination.

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

13. RISKS AND RESPONSIBILITIES

13.1 Contractor's Care of the Works

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

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

13.2 Force Majeure

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

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

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

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

b) the cost of his demobilization, and

c) less any sums to which the Employer is entitled.

The net balance due shall be paid or repaid within thirty five (35) days of the notice of termination.

14. INSURANCE

14.1 Arrangements



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

14.2 **Default**

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

15. RESOLUTION OF DISPUTES

15.1 **Engineer's Decision**

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

Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the Work with all due diligence, and the Contractor and the Employer shall give effect forthwith to every such decision of the Engineer unless and until the same shall be revised, as hereinafter provided in an arbitral award.

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15.2 **Notice of Dissatisfaction**

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

15.3 **Arbitration**

A dispute which has been the subject of a notice of dissatisfaction shall be finally settled as per provisions of Arbitration Act 1940 (Act No. X of 1940) and Rules made thereunder

and any statutory modifications thereto. Any hearing shall be held at the place specified in the Contract Data and in the language referred to in Sub-Clause 1.5.

16 INTEGRITY PACT

16.1 If the Contractor, or any of his Sub-Contractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Schedule-F to his Bid, then the 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 Sub-Contractors, agents 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 Sub-Contractors, agents or servants.

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



CONTRACT DATA

(Note: Except where otherwise indicated, all Contract Data should be filled in by the Employer prior to issuance of the Bidding Documents.)

Sub-Clauses of
Conditions of Contract

1.1.3 Employer's Drawings, if any
(To be listed by the Employer)

1.1.4 **The Employer** means
Pakistan Cricket Board
Gaddafi Stadium,
Ferozepur Road,
Lahore.

1.1.5 **The Contractor** means
_____
_____

1.1.7 **Commencement Date** means the date of issue of Engineer's Notice to Commence which shall be issued within fourteen (14) days of the signing of the Contract Agreement.

1.1.9 **Time for Completion** 120 days commencing from the date of issuance of Engineer's Notice.

(The time for completion of the whole of the Works should be assessed by the Employer)

1.1.20 **The Engineer**
Director, Infrastructure Department_____
_____

1.3 **Documents forming the Contract listed in the order of priority:**

(a) The Contract Agreement
(b) Letter of Acceptance
(c) The completed Form of Bid
(d) Contract Data
(e) Conditions of Contract
(f) The completed Schedules to Bid including Schedule of Prices
(g) The Drawings, if any
(h) The Specifications

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(The Employer may add, in order of priority, such other documents as form part of the

Contract. Delete the document, if not applicable)

2.1 **Provision of Site:** On the Commencement Date*

3.1 **Authorised person :_____**

3.2 **Name and address of Engineer's/Employer's representative**

_____

4.4 **Performance Security:**

10% of Contract Price stated in the Letter of Acceptance against Receipt of Deposit at Call or Pay Order or an Unconditional Bank Guarantee from AA+ rated Schedule Bank in Pakistan, which shall be returned to the Contractor after 120 days from the effective date of Taking Over Certificate.

5.1 **Requirements for Contractor's design (if any):**

Specification Clause No's_____

7.2 **Programme:**

Time for submission: Within fourteen (14) days of the Commencement Date.

Form of programme: _____ (Bar Chart/CPM/PERT or other)

7.4 Liquid Damages

0.10% for each day of delay in completion of the Works subject to a maximum of 10% of Contract Price stated in the Letter of Acceptance.

9.1 **Period for remedying defects**

365 Calendar days from the effective date of Certificate of Completion.

10.2 (e) **Variation procedure:**

N/A

11.1 **(a) Terms of Payments**

Payment will be made on work done basis

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* (Employer to amend as appropriate)

11.1 *(b) **Valuation of the Works*:**

i) Lump sum price_____(details), or

ii) Lump sum price with schedules of rates _____ (details), or

iii) Lump sum price with bill of quantities_____(details), or

iv) Remeasurement with estimated/bid quantities in the Schedule of Prices_____(details), or/and

v) Cost reimbursable_____(details)

11.2 (b) **Percentage of value of Materials and Plant:**

N/A

11.4 **Percentage of retention:** 5% of the Contract Price stated in the Letter of Acceptance, which shall be released upon expiry of the Defects Liability Period, subject to the Contractor having duly rectified all defects to the satisfaction of the Employer.

11.6 **Currency of payment:** Pak. Rupees

14.1 **Insurances:**

N/A

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15.3 **Arbitration**

Place of Arbitration: Lahore

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* (Employer to specify as appropriate)

STANDARD FORMS

(Note: Standard Forms provided in this document for securities are to be issued by a bank. In case the bidder chooses to issue a bond for accompanying his bid or performance of contract or receipt of advance, the relevant format shall be tailored accordingly without changing the spirit of the Forms of securities).

FORM OF BID SECURITY

(Bank Guarantee)

Guarantee No._____

Executed on _____

(Letter by the Guarantor to the Employer)

Name of Guarantor (Scheduled Bank in Pakistan) with address:_____ Name of Principal (Bidder) with address:_____ _____ Penal Sum of Security (express in words and figures):_____ _____

Bid Reference No._____ Date of Bid _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal, we the Guarantor above-named are held and firmly bound unto the _____, (hereinafter called The "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 Principal has submitted the accompanying Bid numbered and dated as above for _____ (Particulars of Bid) to the said Employer; and WHEREAS, the Employer has required as a condition for considering the said Bid that the Principal furnishes a Bid Security in the above said sum to the Employer, conditioned as under:

(1) that the Bid Security shall remain valid for a period of twenty eight (28) days beyond the period of validity of the bid;

(2) that in the event of;

(a) the Principal withdraws his Bid during the period of validity of Bid, or

(b) the Principal does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) of Instructions to Bidders, or

(c) failure of the successful bidder to

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(i) furnish the required Performance Security, in accordance with Sub-Clause IB-21.1 of Instructions to Bidders, or

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

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

NOW THEREFORE, if the successful bidder shall, within the period specified therefore, on the prescribed form presented to him for signature enter into a formal Contract Agreement with the said Employer in accordance with his Bid as accepted and furnish within fourteen (14) days of receipt of Letter of Acceptance, 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 then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

PROVIDED THAT the Guarantor shall forthwith pay to the Employer the said sum stated above 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 Guarantor at its address given above.

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

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

_____

Guarantor (Bank)

Witness: 1. Signature _____

_____ 1.

2. Name _____

_____

3. Title _____

Corporate Secretary (Seal)

Pakistan Cricket Board Gaddafi Stadium Lahore

2. _____

_____

(Name, Title & Address) Corporate Guarantor (Seal)

FORM OF PERFORMANCE SECURITY
(Bank Guarantee)

Guarantee No._____
Executed on _____ (Letter by the Guarantor to the Employer)

Name of Guarantor (Scheduled Bank in Pakistan) with address:_____

Name of Principal (Contractor) with address:_____
_____

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

Letter of Acceptance No._____Dated _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the 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 the said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Clause 9, Remedying Defects, of Conditions of Contract are fulfilled.

Our total liability under this Guarantee is limited to the sum stated above and it is a condition of any liability attaching to us under this Guarantee that the claim for payment in writing shall be received

by us within the validity period of this Guarantee, failing which we shall be discharged of our liability, if any, under this Guarantee.

We, _____ (the Guarantor), waiving all objections and defences 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, for which payment will be effected by the Guarantor to Employer's designated Bank & Account Number.

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

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

_____
Guarantor (Bank)

Witness:

1. _____ 1. Signature _____

_____ 2. Name _____ Corporate Secretary (Seal)

3. Title _____

2. _____

_____ _____

(Name, Title & Address) Corporate Guarantor (Seal)



FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the _____ day of _____ 2026 _____ 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 witnesseth as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.

2. The following documents 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, viz:



   (a) The Letter of Acceptance;
   (b) The completed Form of Bid alongwith Schedules to Bid;
   (c) Conditions of Contract & Contract Data;
   (d) The priced Schedule of Prices;
   (e) The Specifications; and
   (f) The Drawings

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 within 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 Contract 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 the Employer
_____	_____
(Seal)	(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:	Witness:
_____	_____
(Name, Title and Address)	(Name, Title and Address)



SPECIFICATIONS –

SPECIFIC PROVISIONS (SP)

1. GENERAL

1.1 Specifications – Special Provisions shall form an integral part of the Bidding Document.

1.2 The Contractor shall notify all the sub-Contractors of the provisions of these Special Provisions

1.3 The arrangement and divisions of these Specifications is not to be constructed as establishing the limits of responsibility of sub-trades. The Contractor is responsible for delineating the scope of Sub-Contractors and for coordinating all the Works.

2. DESCRIPTION OF PROJECT AND SITE

The scope of works includes rehabilitation and upgradation of existing facilities and construction of new allied structures at the National Cricket Academy (NCA) and LCCA Ground, Lahore. The works comprise civil, architectural, structural and external development works including renovation of player and administrative blocks, construction of new pavilion and support facilities, development of specialized training infrastructure such as gymnasium and bio-mechanical laboratory along with provision of furniture and signage. The scope further includes complete Mechanical, Electrical & Plumbing (MEP) services and all other allied works.

3. CODES, STANDARDS AND CERTIFICATES

3.1 Applicable Standards

Except as otherwise provided by these Specifications or the Drawings, all materials, equipment and fabrication and testing thereof shall conform to the latest applicable standards and codes referred in the Specifications by use of the abbreviations explained below:

ACI	-	American Concrete Institute (USA)
AISI	-	American Iron and Steel Institute (USA)
AISC	-	American Institute of Steel Construction (USA)
ANSI	-	American National Standard Institute (USA)
ASTM	-	American Society for Testing and Materials (USA)
AASHTO	-	American Association of State Highway & Transportation Officials.
AWS	-	American Welding Society (USA)
BS	-	British Standards (UK)
CP	-	Codes of Practice (UK)
PS	-	Pakistan Standards (Pak)
SSPC	-	Steel Structures Painting Council (USA)
UBC	-	Uniform Building Code (USA)
USBR	-	United States Bureau of Reclamation (USA)

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If the Contractor, at any time and for any reason, wishes to deviate from the above standards or desires to use material or equipment not covered by the above standards, he shall state the exact nature of the changes, the reason for making the change and shall submit complete specifications of the materials and equipment to the Engineer for approval.

3.2 Standards other than those Specified

Where requirements for materials or equipment are specified by reference to a standard which has its origin in one country, it is not the intention to restrict the requirements solely to that standard and that country. Other standards, including standards of other countries, will be accepted provided the requirements thereof, in the sole opinion of the Engineer, are at least equal to the requirements of the standard specified. The Contractor may propose to the Engineer an equivalent standard other than that specified, in which case he shall submit the proposed standard and all other information required and shall submit written proof that his proposed standard is equivalent in all significant respects to the standard specified. All submissions must be made in the English language.

3.3 Codes and Standards at Site

The Contractor shall supply and have at his site office: -

3.3.1 Copies of all latest editions of codes and standards referred in these Specifications or equivalent codes and standards as approved by the Engineer.

3.3.2 Catalogues and published recommendations from manufacturers supplying products and materials for the project.

3.3.3 The Contractor shall provide manufacturer's or supplier's materials which must meet the requirements of a specific code or standard as stated in these Specifications.

4. MANUFACTURER'S RECOMMENDATIONS

Installation of manufactured items shall be in accordance with procedures recommended by the manufacturer or as approved by the Engineer.

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1. UNITS OF MEASUREMENTS

The FPS system of Units shall be used throughout the Project for measurement and payment purposes.

2. PLANT, EQUIPMENT AND TOOLS

The Contractor shall provide at his cost modern plant, equipment and tools, adequate and befitting to the nature, magnitude and size of this Contract, in strict compliance with the requirements of the General Conditions of Contract, Conditions of Particular Applications and Technical Specifications.

3. STORAGE & HANDLING FACILITIES

The Employer will not be responsible for providing the Contractor with any space for the storage of plant, equipment and materials and for Contractor’s temporary office, during the

currency of the Contract. it shall be the Contractor's responsibility to arrange at his own cost temporary facilities for storage of plants, equipment and all materials including temporary Contractor's Office. On no account shall be temporary installations conflict with any of the permanent installations and services.

5 Material Testing

Testing, except as otherwise specified herein, shall be performed by a testing agency approved by the Engineer, at no extra cost to the Employer. The Engineer may require all testing to be carried out under his supervision only.

The quality Control tests shall be performed by the Contractor's competent personnel to the entire satisfaction and approval to the Engineer.

The Contractor shall keep a complete record of all quality tests performed at Site.

5.2 Laboratory Tests Certificates

The Engineer may accept a certificate from a commercial testing laboratory, satisfactory to him, certifying that the product has been tested within a period acceptable to the Engineer and that it conforms to the requirements of these Specifications.

5.3 SURVEYING INSTRUMENTS

The Contractor shall maintain at site the requisite survey instruments in perfect working Condition to enable the Engineer's Representative to check levels and lines of the Works at all times.



5.4 APPROVAL OF MATERIALS AND PLANT

5.4.1 Quality of Materials

All materials, fixtures, fittings, supplies and plant furnished under the Contract shall be new and unused, standard first grade quality and of the best workmanship and design. No inferior or low-grade materials, supplies or articles will be either approved or accepted, and all work of assembly and construction shall be done in a first-class and workmanlike manner. In asking for prices for materials intended for delivery to the Site and incorporation in the Works under any portion of these Specifications, the Contractor shall provide the manufacturer or supplier with complete information as may be necessary to secure compliance to this Clause and, in every case, he shall quote this Clause in full to each such manufacturer or supplier.

5.4.2 Submission of Samples and Data

5.4.3 The Contractor shall furnish for approval of the Engineer with reasonable promptness all samples as directed by the Engineer or specifically called for in the Specifications and in accordance with the time schedule provided in the schedule of submittals. The Engineer shall check and approve such samples with reasonable promptness only for conformance with the design concept of the Works and for compliance with the information given in the Contract Documents. All work shall be in accordance with approved samples.

5.4.4 If both Shop Drawings and samples are required for the same item, the Engineer may require both to be submitted before approving either.

5.4.5 The Contractor shall erect Mock-up samples of finished items (such as wooden/aluminum doors/windows/ventilators, all exterior/interior finishes including tile work, concrete pre-cast elements like jail/grill work, false ceiling, etc.) where specifically called for in the documents or as directed by the Engineer.

The Mock-up samples shall be preserved/protected by the Contractor till the end of the project or as directed by the Engineer.

5.4.6 No acceptance or approval of any Shop Drawings or sample, or any indication or request by the Engineer on any Shop Drawings shall constitute an authorization for any increase in the Contract Sum.

6 Inspection

All material and Plant furnished and all work performed under this Contract will be subject to inspection by the Engineer at all times and in all states of completion both off-Site and on-Site. The Contractor shall furnish promptly without additional charge, all facilities, labour and materials reasonably needed for performing such inspection and testing as may be required by the Engineer.

7 Approved Sample at the Site

The Contractor shall, at all times, keep on the Site approved samples. All such samples shall be made available to the Engineer as and when required.

8 BAR BENDING SCHEDULE

Bar bending (reinforcement bars) schedule of all structural drawings shall be prepared by the Contractor and submitted in triplicate to the Engineer for approval.

8.1 Drawings to Be Furnished by the Contractor

The Contractor shall submit to the Engineer for review, such drawings as are required under the Contract, sufficiently in advance of the work intended to be executed.

8.2 Reinforcement Drawings

Reinforcement placement drawings and bar bending schedules (to be provided by the Contractor as per clause 11 above) of all RCC work shall be prepared by the Contractor and submitted in triplicate to the Engineer for approval, sufficiently in advance of the works in which they are intended to be used.

8.3 Shop Drawings

12.6.2.1 The Contractor shall submit to the Engineer for review three (3) copies of all drawings to be issued for setting out, fabrication, supply order and construction; based on data, requirements, dimensions, details, codes, standards and design provided in the drawings issued by the Engineer. Such drawings shall be submitted at least twenty-eight (28) days before they are required for use. The Engineer may notify the Contractor that a drawing fails to comply with the relevant requirement of the Contract, in which case the drawing shall be rectified and resubmitted for

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approval at the Contractor's cost. Fabrication or construction shall be started on any part of the Works until the shop drawings or construction drawings for that part of the Works have been approved by the Engineer.

The Works shall be executed in accordance with the drawings as approved by the Engineer. If the Contractor wishes to modify any approved drawings, he shall immediately notify the Engineer and submit revised drawings for approval. If the Engineer instructs that further drawings are necessary for executing the Works, the Contractor shall prepare such drawings and submit for approval.

The Contractor at his own cost shall rectify errors, omission, ambiguities, inadequacies and other defects.

Approval by the Engineer, in accordance with this paragraph, shall not relieve the Contractor of any of his responsibilities under the Contract.

12.6.2.2 The shop drawings shall be properly identified indicating the part of the Works, the name of the contractor / supplier etc., the date of preparation and the dates of all revisions. The Shop Drawings shall be complete and shall show the design dimensions, proposed materials to be used, finishes, type of shop paint and all other details in connection thereto.

12.6.2.3 Where adjoining work requires shop drawings, the Contractor shall prepare and submit composite shop drawings, which shall show and define the work under all affected trades. If the Contractor executes work before coordinating with other trades so as to cause interference with work of those trades, he shall make changes necessary to correct the conditions without extra cost to the Employer.

12.6.2.4 No changes shall be made by the Contractor in the resubmitted shop drawings in excess of the corrections spelled out by the Engineer.

12.6.2.5 No work in the shop shall be started and no material or plant ordered until the Engineer has approved the shop drawings. It shall be the responsibility of the Contractor to submit the shop drawings on a scheduled time that allows reasonable time for checking and approval and subsequent fabrication. Failure to submit shop drawings in ample time for checking, correcting, and rechecking will not justify extension of time for completion of the Works.

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12.6.2.6 The Contractor shall also check and verify all site measurements whenever requested by other Specialist Contractors or by other Sub-Contractors to enable them to prepare their own shop drawings and pass on the information with sufficient promptness, so as not

to delay the work in any way. A copy of all such information passed on shall be given to the Engineer.

8.4 As-Built Drawings

The Contractor shall, at all times, keep on Site a separate set of prints of all drawings on which all significant changes between the work shown on the Drawings and that which is actually constructed, shall be noted neatly, accurately and promptly as the work progresses. The Subcontractor(s) for plumbing, mechanical and electrical shall, at all times, keep on Site, a separate set of prints of the drawings (showing their parts of the Works) on which all significant changes between the work shown on the Drawings and that which is actually constructed, shall be noted neatly, accurately and promptly as the work progresses. Such drawings shall show the exact physical location and configuration of the works as actually installed.

9. PROTECTION OF THE WORKS

The Contractor shall whenever necessary cover up and protect the works from weather and damage by his own or other workmen performing subsequent operation. The Contractor shall provide all necessary dustsheets, barriers and guard rails and clear away the same at completion.

10. RESTORATION AND CLEANING

Upon completion of the Works the Contractor shall restore all items covered by the Contract to the satisfaction of the Engineer.

The Contractor shall do regular cleaning and clear away all rubbish and excess materials that may accumulate from time to time on completion and before handing over. Upon completion of the Works, he shall obliterate all signs of temporary construction facilities such as work areas, structures, foundations of temporary structures, stock piles of excess or waste materials, or any other vestiges of construction, as directed by the Engineer. All buildings shall be cleaned; floors and paving scrubbed and the Works and Site shall be left in a clean and satisfactory state for immediate use and occupation. Care shall be taken not to use any cleaning materials, which may cause damage to the surface to be cleaned.

The Contractor shall also take all necessary precautions to keep the Works and Site free from vermin during construction and he shall leave the works vermin free on completion. Application of pest control agents shall not commence until the specific product, name, method and extent of application have been submitted to and approved of by the Engineer.

11. SITE OFFICE AND TEMPORARY FACILITIES TO BE PROVIDED BY THE CONTRACTOR

11.1 Contractor's Office, Facilities Etc.

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The Contractor shall establish and maintain a Site office. The Contractor shall provide all facilities in connection with the execution and, completion of the Works, remedying defects therein and maintenance of the utilities services. The facilities shall not be limited to the Contractor's Site Office, labour camps, work yard and storage areas, temporary water supply, waste water disposal, temporary electricity, medical unit, temporary roads, fire protection and firefighting equipment etc. The Contractor shall

arrange his labour camp, work yard, storage area and site office within the site area if available at the site.

11.2 Temporary Roads

The Contractor shall prepare and maintain such temporary roads as may be necessary, from the Site to the nearest road and also within the Site. Such roads shall be positioned strictly in accordance with the Engineer's instructions and the Contractor shall reduce or control any dust nuisance by regularly spraying water and compaction as directed.

11.3 Temporary Services

11.3.1 Temporary Water Supply

The Contractor shall supply in sufficient quantity all necessary potable and other water for construction purposes for all trades at points within a reasonable distance of any building being constructed. The Contractor shall make arrangements and pay charges for water service installation, maintenance and removal thereof, and pay the costs of water for all trades.

At completion of the Works, the temporary water services equipment and piping shall be removed by the Contractor at his own expense.

11.3.2 Temporary Electricity

The Contractor shall make all the necessary arrangements for a temporary electricity service, pay all expense in connection with the installation, operation and removal thereof and pay the costs of electricity consumed by all trades. If the Contractor is un-able to arrange a temporary electrical connection, then he shall arrange and furnish an Electric Power Generating set at site and maintain the generating set in perfect working condition through-out the duration of Contract. The generating power of the set shall be sufficient to operate all plant and equipment as well as the labour camps and offices of the Contractor and the offices of the Engineer/Employer, during construction at Site. If the D.G set fails to meet the required demand at Site or fail to function, the Contractor shall immediately replace the same with other D.G set/sets to the satisfaction of the Engineer.

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A temporary lighting system shall be furnished, installed and maintained by the Contractor as required to satisfy the minimum requirements for safety and security to the satisfaction of the Engineer.

At the completion of construction Works, temporary electricity services shall be removed by the Contractor at his own expense.

11.3.3 Waste Disposal

The Contractor shall make such temporary provisions as may be required in order to dispose of any chemicals, fuels, oils, grease, bituminous materials, waste and soil waste and the like without causing pollution to either the site or the environment. Disposal of any materials, wastes, effluent, garbage, oil, grease, chemicals and the like shall be in areas specified by the concerned local

authority proposed by the Contractor and subject to the approval of the Engineer. If any waste material is dumped in unauthorized areas the Contractor shall remove the material and restore the area to the condition of the adjacent undisturbed area. If necessary, contaminated ground shall be excavated, disposed off as directed by the Engineer and replaced with suitable fill material compacted and finished with topsoil all at the expense of the Contractor.

11.3.4 Fire Protection

The Contractor shall provide and maintain adequate fire protection in the form of barrels of water with buckets, fire bucket tanks, fire extinguisher, or other effective means ready for instant use, distributed around the project and in and about temporary inflammable structures during construction of the works.

Gasoline and other flammable liquids shall be stored in and dispensed from safety containers approved by the Engineer and storage shall not be within building.

Torch-cutting and welding operations performed by the Contractor shall have the approval of the Engineer before such work is started and a chemical extinguisher is to be available at the location where such work is in progress.

The Contractor shall follow the instructions and specifications of the Civil Defense Department or any other local department concerned with such activities.

11.4 Site Facilities to Be Provided by The Contractor

11.4.1 General

Without prejudice to the generality of the various Clauses of the Contract, particular attention is drawn to the obligation of the Contractor to make his own arrangement at his own expense for the following.

11.4.2 Labour Camps and Staff Residences

The Contractor shall provide, operate and maintain labour camps and staff residences and are required for the proper and efficient progress of the work to house his own employees. For the purposes of operation and maintenance of the Camps and Residences, the Contractor shall comply with the rules of Pakistan Labour Camp Rules 1960 and all other applicable provisions of the Pakistan Labour Laws.

11.4.3 Administrative and Field Office

The Contractor shall provide, operate and maintain administrative and field offices required for his staff and would be responsible for Operation and Maintenance, furniture, equipment, appliances, janitorial services and security of the same.

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11.4.4 Work yards and Storage Areas

The Contractor shall provide, operate and maintain all sheds, fencing, foundations and all above ground structures required to store material or equipment brought on to the site by him. The Contractor shall be responsible for the security of his entire camps, residence, site and field offices work yard and storage area.

11.4.5 Water Supply, Sewerage System and Electricity

The Contractor shall make his own arrangement, at his own expense for provision, operation and maintenance of electric supply, reasonable supplies of raw and potable water and sewerage system at the site of works and his labour camps, staff residences and offices. The Contractor shall pay all fees, and charges (including bills) of whatsoever nature to the concerned departments (if any) in order to procure connections of the above facilities and thereafter using these facilities.

11.4.6 Medical Care

The Contractor shall be responsible for the medical care of his staff and labour and shall provide and maintain at his own expense suitable first aid center at Site and Labour camps for the use of his staff and labour.

11.5 Sign Board

The Contractor shall erect and maintain at the Site in a location to be approved by the Engineer two (2) Sign Boards of dimensions approved by the Engineer. The Sign Boards shall be made of metal. It shall be mounted on steel posts securely anchored and braced. The Contractor shall paint on the Sign Boards, the name of the Works, and the names of the Employer, Engineer and the Contractor both in English and Urdu Language.

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11.5 Site Office for the Employer and the Site Supervisory Consultant Staff

The Contractor shall, within fourteen (14) days of the commencement of any work at the Site provide a separate lockable office accommodation exclusively for the Employer and Engineer at the Site comprising covered area of not less than one thousand (1000) square feet each, of approved design by the Engineer, along with stabilized access road.

The Site Office shall be furnished and equipped with adequate new and unused furniture and brand new equipment. The Contractor shall also provide separate telephone connections for the Employer and Engineer, an internet connection, a computer INTEL Core i 7-7700, CPU @ 3.60 GHz Minimum with Hard Disk 1TB,16 GB RAM and DVD Writer, 23-inch LCD Monitor, Genuine Window-10, internet modem, A3 size colour printer, stabilizer, electrical heaters, A3 size photocopying machine etc., along with adequate stationery on regular basis. One full time office assistant for each office shall also be provided by the Contractor. All charges in connection with the telephone, electricity, gas, office assistants, etc. and maintenance of the site offices including janitorial services shall be borne by the Contractor.

The Site Office shall be connected to the electrical system, potable water supply system and sewage disposal system.
The Office along with all the equipment, fittings, fixtures and furniture shall become the property of the Contractor after the completion of the project and shall be removed from the site accordingly. The area shall be developed in accordance with the drawings and as per the directions of the Engineer. Such facility shall be maintained by the Contractor up to a period of 364 (three hundred and sixty-four) days after the Issuance of Taking Over Certificate by the Engineer.

12. CONSTRUCTION PROCEDURES

The Contractor shall advise the Engineer of proposed construction procedures in accordance with the Conditions of Contract.

If in the opinion of the Engineer, the work progress is slow and the Works shall not be completed in the specified Construction Completion Period, then he shall order the Contractor to work overtime or in more shifts, the Contractor shall obey these orders without any additional payment, objection and compensation.

13. NIGHT WORK

When work is done at night, the Contractor shall maintain from sunset to sunrise such lights on or about his work and plant as the Engineer may deem necessary for the proper observations of the work and the efficient execution thereof.

14. WEATHER

No work is to be undertaken, when in the opinion of the Engineer, the weather is not suitable for execution and the proper protection of work cannot be ensured.

15. ACCIDENT PREVENTION, PROTECTIVE EQUIPMENT

The Contractor shall comply and enforce compliance by all his sub- contractors with the highest standards of safety and accident prevention in accordance with international standards and in compliance with all applicable laws, ordinances and statutory provisions.

All requisite barriers, fences, warning signs, lights and other safety precautions as required for the protection of persons and property on or adjacent to the Site shall be provided and installed at the Contractor's cost.

All false work, scaffolding and handrails shall be well constructed and secured at all times. Where overhead work is being carried out, warning signs shall be installed at ground level clearly warning of the overhead work.

All warning signs shall be in two languages, English and Urdu, and shall at all times be maintained in a clean and legible condition, to the satisfaction of the Engineer.

Trash shall be removed at frequent intervals to the satisfaction of the Engineer.

16. SETTING OUT OF WORK AND SURVEY



16.1 Reference Points, Lines

16.1.1 The Contractor shall establish benchmarks and / or reference lines at the Site in accordance with the instructions of the Engineer. The Contractor shall set out the work from these benchmarks and lines.

16.2 Verification

16.2.2 The Engineer may make checks as the work progress to verify lines and grades established by the Contractor and to determine the conformance of the work as it progresses with the requirements of the Drawings and Specifications. Such checking by the Engineer shall not relieve the Contractor of his responsibility to perform all work in accordance with the Drawings and Specifications and the lines and grades given therein.

25. MONTHLY JOINT PROGRESS REVIEW MEETING

A monthly joint progress meeting between the Employer's representative, Engineer's representative and Contractor will be held on Site to review, evaluate and discuss the progress of the project

Any instructions issued to the Contractor through the minutes of the meeting shall have the same effect as instructions issued in writing by the Engineer under Sub-Clause 2.5 of General Conditions of Contract Part-I. The Contractor shall make all necessary arrangements for such meetings as directed by the Engineer.

26. PAYMENT OF WORK

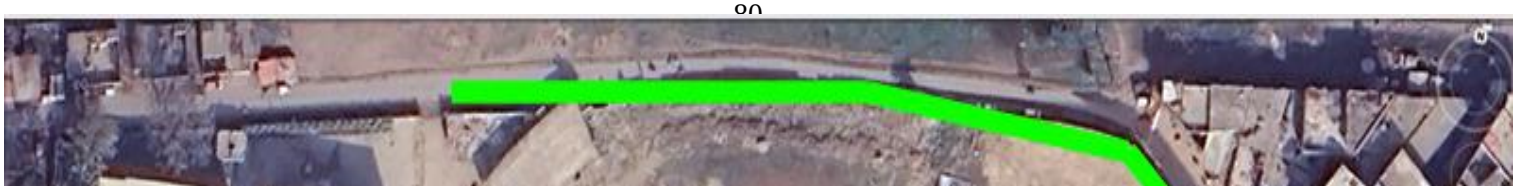
No payment shall be made for the works involved within the scope of this section of specifications unless otherwise specifically stated in the priced Bill of Quantities or herein.

The cost thereof shall be deemed to have been included in the unit rates of the priced Bill of Quantities and total Contract Price stated in the Letter of Acceptance.

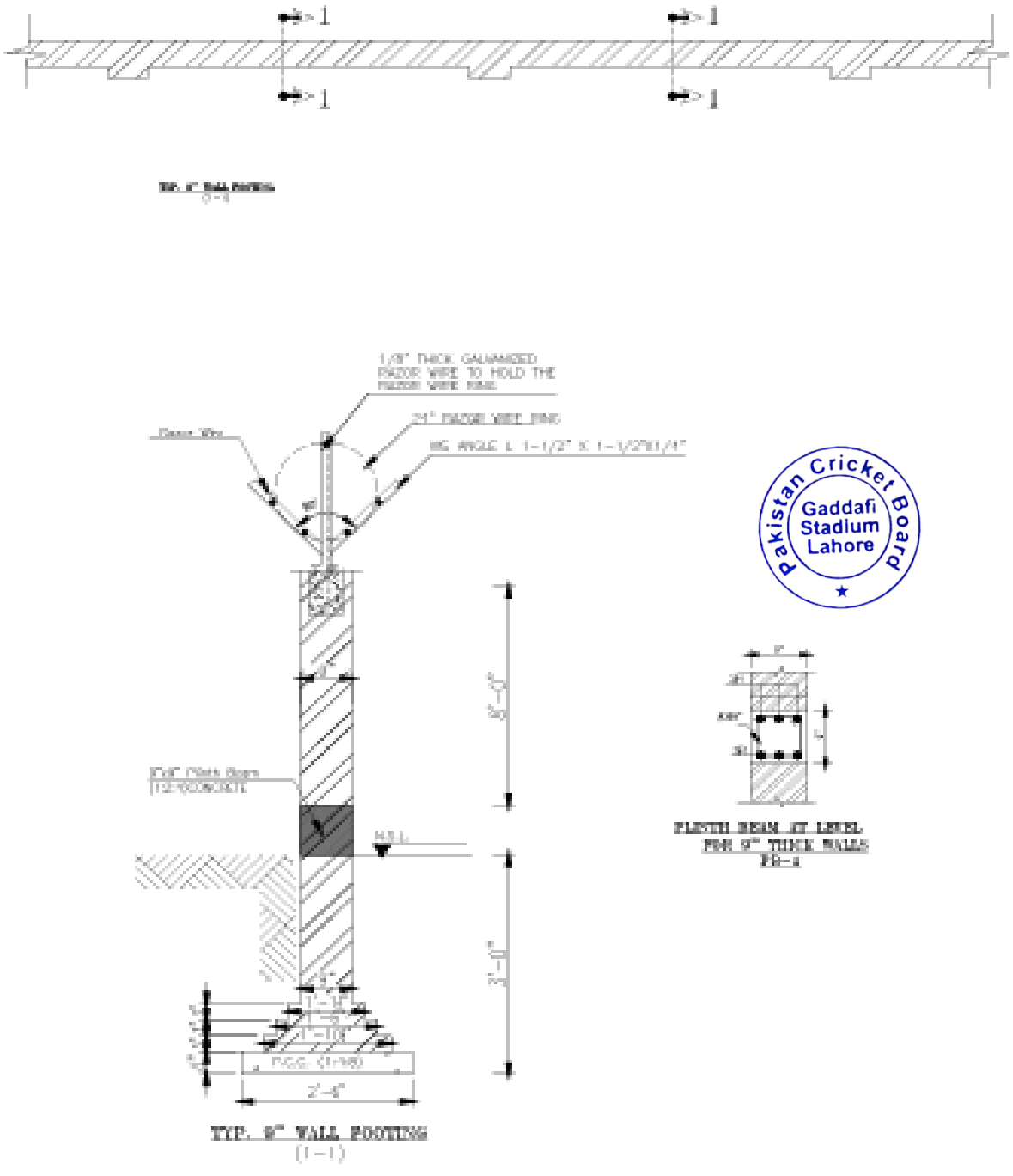


***DRAWINGS**

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PROPOSED UPGRADATION WORKS PLAN



Boundary Wall x - section