

GOVERNMENT OF PAKISTAN
MINISTRY OF PLANNING, DEVELOPMENT & SPECIAL INITIATIVES
(ADMIN-II SECTION)

TENDER NOTICE

Ministry of Planning, Development & Special Initiatives invites electronic bids from the original manufacturers/ suppliers/ contractors/ service providers/ reputed firms having vendor number issued by the AGPR, registered with Income Tax, Sales Tax Department and registered with Pakistan Engineering Council [PEC] (for Civil Works only) and active Tax Payer status for 'Renovation/ Up-gradation of Office Space of 6th Floor of Ministry of Planning, Development & Special Initiatives'. The detail may be seen in the bidding document.

2. Electronic bid documents, containing detailed requirements terms & conditions is available for the registered bidders on EPADS at www.eprocure.gov.pk and www.ppra.org.pk.

3. The electronic proposals, prepared in accordance with the instructions in the pre-qualification document, must be submitted by using EPADS on or before 2nd October, 2025 till 1000 hrs. Manual Bids shall not be accepted. Electronic proposals will be opened on the same day at 1100 hrs on www.eprocure.gov.pk.

4. Notification of GRC constituted in terms of Rule-48 of the Public Procurement Rules, 2004 is provided in Ministry's Website www.pc.gov.pk, EPADS at www.eprocure.gov.pk and www.ppra.org.pk.

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Government of Pakistan
Planning Commission
Ministry of Planning Development & Special Initiatives
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**RENOVATION /UPGRADATION OF OFFICE SPACE
OF 6TH FLOOR OF P-BLOCK**



**Ministry of Planning, Development & Special Initiatives, Islamabad
Government of Pakistan**

**Bidding Document
For**

**RENOVATION /UPGRADATION OF OFFICE SPACE
OF 6TH FLOOR OF P-BLOCK**

Financial Year 2025-26

BIDDING DOCUMENTS

RENOVATION /UPGRADATION OF OF OFFICE SPACE
OF 6TH FLOOR OF P-BLOCK

SINGLE STAGE – TWO ENVELOPES
(SSTE) BIDDING PROCEDURE

PPRA e-Procurement portal- EPADS at www.eprocure.gov.pk

Ministry of Planning, Development and Special Initiatives

Contents

INSTRUCTIONS TO BIDDERS	1
A. GENERAL	1
IB.1 Scope of Bid.....	1
IB.2 Completion of Bid.....	1
IB.3 Eligible Bidders	1
IB.4 One Bid per Bidder	1
IB.5 Cost of Bidding	1
IB.6 Site Visit (If required) (Site Drawing is also attached).....	2
B. BIDDING DOCUMENTS	2
IB.7 Contents of Bidding Documents	2
IB.8 Clarification of Bidding Documents	2
IB.9 Amendment of Bidding Documents	2
C. PREPARATION OF BIDS	2
IB.10 Language of Bid.....	2
IB.11 Documents Comprising the Bid	2
IB.12 Bid Prices	3
IB.13 Currencies of Bid and Payment	4
IB.14 Bid Validity.....	4
IB.15 Bid Security	4
IB.16 Pre-Bid Meetings	4
IB.17 Format and Signing of Bid.....	5
D. SUBMISSION OF BIDS FOR SINGLE STAGE TWO ENVELOPE BIDDING PROCEDURE.....	5
IB.18 Bids Submission.....	5
IB. 19 Deadline for Submission of Bids.....	6
IB.20 Late Submitted Bids.....	6
IB.21 Late Received Bids	6
IB.22 Modification, Substitution and Withdrawal of Bids	6
E BID OPENING AND EVALUATION FOR SINGLE STAGE TWO ENVELOPE BIDDING PROCEDURE.....	6
IB. 23 Bid Opening.....	6
IB.24 Process to be Confidential	7
IB.25 Clarification of Bids.....	7
IB.26 Examination of Bids	7
IB.27 Bids Responsiveness.....	8
	1

IB.28	Evaluation and Comparison of Bids	8
29.2	Evaluation Method	9
F.	AWARD OF CONTRACT	10
IB.29	Award.....	10
IB.30	Employer’s Right to Accept any Bid and to Reject any or all Bids	10
IB.31	Notification of Award	10
IB.32	Performance Security	10
IB.33	Signing of Contract Agreement	11
IB.34	General Performance of the Bidders.....	11
IB.35	Integrity Pact.....	11
IB. 36	Instructions not Part of Contract	11

BIDDING DATA SHEET

LETTERS OF TECHNICAL BID/PRICE BID AND APPENDICES TO BID

Letter of Technical Bid

Letter of Price Bid

Appendix-A to Bid: Proposed Construction Schedule

Appendix-B to Bid: List of Staff

Appendix-C to Bid: Integrity Pact

Appendix-D to Bid: Bill of Quantities

Appendix-E to Bid: Evidence of Bidder’s Capability

Appendix-F to Bid: Forms of Technical Qualification

Schedule A: Pre-qualification Criteria

Schedule B: Schedule of Prices

Schedule C: Specific Works Data

Schedule D: Works to be performed by Subcontractors

Schedule E: Proposed Programme of Works

Schedule F: Method of Performing Works

INSTRUCTIONS TO BIDDERS

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

A. GENERAL

IB.1 Scope of Bid

1.1 The Employer as defined in the Bidding Data Sheet hereinafter called “the Employer” wishes to receive bid for the “Renovation /Upgradation of Office Space of 6th Floor of P-Block” as described in these Bidding Documents, and summarized in the Bidding Data Sheet hereinafter referred to as the “Works”.

IB.2 Completion of Bid

2.1 The successful Bidder should complete the works within the time specified in Appendix-A to Bid.

IB.3 Eligible Bidders

3.1 This Invitation for Bids is open to all Bidders meeting the following requirements:

- a. The Firms should be registered with PPRA, PEC, FBR, SECP and have Sales Tax Registration Certificate, NTN, AGPR Vendor Number as well as facilities of telephone lines, etc. for urgent & immediate contact.
- b. The firm should be registered with Pakistan Engineering Council (PEC) in relevant category i.e Category C3 or C4 (required for Civil/Renovation works only).
- c. The firm should have at least 03 years of relevant experience.
- d. The firm should have at least 03 projects of similar nature-irrespective of cost.
- e. The firm should have capabilities with respect to personnel, equipment and plant (CVs of key technical staff to be attached).
- f. The firm should be in good financial position (required last 3 years audited financial or bank statements).
- g. Technical product brochures of all the quoted items should be attached with technical bids.
- h. Payment shall be made as per actual items/work done and 100 % payment shall be made after the satisfactory completion & inspection of work done as per BOQ.
- i. The project shall be executed on a turnkey basis as per the complete Bill of Quantities (BOQ); partial or incomplete bids will not be accepted.
- j. The firms should have appropriate managerial capability (Company’s Organogram to be provided).
- k. The firms shall submit an affidavit of non-blacklisting on stamp paper.

IB.4 One Bid per Bidder

4.1 Each Bidder shall submit only one bid.

IB.5 Cost of Bidding

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

IB.6 Site Visit (If required) (Site Drawing is also attached)

6.1 The Bidders are advised to visit and examine the site of works and its surroundings and obtain for themselves on their own responsibility all information that may be necessary for preparing the bid and entering into a contract for renovation/upgradation of the works. All cost in this respect shall be at the Bidder's own expense.

B. BIDDING DOCUMENTS

IB.7 Contents of Bidding Documents

7.1 The Bidding Documents, in addition to invitation for bids, are those stated below and should be read in conjunction with any Addenda issued in accordance with Clause IB.9.

- a. Instructions to Bidders.
- b. Bidding Data Sheet.
- c. Form of Bid, Appendices & Schedules to Bid.
- d. Form of Contract Agreement.
- e. Conditions of Contract & Contract Data

7.2 The Bidders are expected to examine carefully the contents of all the above documents. Failure to comply with the requirements of bid submission will be at the Bidder's own risk. Bids which are not substantially responsive to the requirements of the Bidding Documents will be rejected.

IB.8 Clarification of Bidding Documents

8.1 Any prospective Bidder requiring any clarification(s) in respect of the Bidding Documents may notify the Employer in writing at the Employer's address indicated in the Invitation for Bids.

IB.9 Amendment of Bidding Documents

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

9.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to IB 7.1 hereof and shall be communicated in writing. Prospective Bidders shall acknowledge receipt of each addendum in writing to the Employer.

9.3 To afford prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may extend the deadline for submission of bids in accordance with Clause IB.20.

C. PREPARATION OF BIDS

IB.10 Language of Bid

10.1 The bid and all correspondence and documents related to the bid exchanged by a Bidder and the Employer shall be in the bid language stipulated in the Bidding Data Sheet and Particular Conditions of Contract.

IB.11 Documents Comprising the Bid

11.1 The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Bid and the other the Price Bid, containing the documents listed in Bidding Data

Sheet under the heading of IB 11.1 A & B respectively. Both envelopes to be enclosed together in an outer single envelope called the Bid. Each Bidder shall furnish all the documents as specified in Bidding Data Sheet 11.1 A & B.

11.2 Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all partners. Alternatively, a Letter of Intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed agreement. The role to be played by each partner to be specified therein. Bids submitted by a joint venture of two (2) or more firms shall comply with the following requirements:

- a. In case of a successful bid, the Form of JV Agreement shall be signed so as to be legally binding on all partners within 7 days of the receipt of letter of acceptance failing which the contract and the letter of acceptance shall stand void and redundant.
- b. One of the joint venture partners shall be nominated as being in charge; and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the joint venture partners;
- c. The partner-in-charge shall always be duly authorized to deal with the Employer regarding all matters related with and/or incidental to the execution of Works as per the terms and Conditions of JV Agreement and in this regard to incur any and all liabilities, receive instructions, give binding undertakings and receive payments on behalf of the joint venture;
- d. All partners of the joint venture shall at all times and under all circumstances be liable jointly and severally for the execution of the Contract in accordance with the Contract terms and a statement to this effect shall be included in the authorization mentioned under Sub-Para (b) above as well as in the Form of Bid and in the Form of JV Agreement (in case of a successful bid); and
- e. A copy of JV agreement shall be submitted before signing of the Contract, stating the conditions under which JV will function, its period of duration, the persons authorized to represent and obligate it and which persons will be directly responsible for due performance of the Contract and can give valid receipts on behalf of the joint venture, the proportionate participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. The JV Agreement shall be made part of the contract. No amendments / modifications whatsoever in the joint venture agreement shall be agreed to between the joint venture partners without prior written consent of the Employer.

11.3 The Bidder shall furnish, as part of the Technical Bid, a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated Bidding Forms, in sufficient detail to demonstrate the adequacy of the Bidders' proposal to meet the work requirements and the completion time referred to in Sub-Clause 11.2 hereof.

IB.12 Bid Prices

12.1 Bid Price shall be inclusive of all duties, taxes & levies.

12.2 The Bidder shall furnish, as part of its bid, a Bid Security/Earnest Money equivalent to 2% of the total bid price for quoted items in the name of DDO, Ministry of Planning, Development & Special Initiatives.

IB.13 Currencies of Bid and Payment

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

IB.14 Bid Validity

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

14.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request that the Bidders extend the period of validity for a specified additional period which shall in no case be more than the original bid validity period. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiting his Bid Security. A Bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his Bid Security for the period of the extension, and in compliance with Clause IB.15 in all respects.

IB.15 Bid Security

15.1 Each Bidder shall furnish, as part of his bid, a Bid Security in the amount stipulated in the Bidding Data Sheet in Pak Rupees.

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

15.3 The bid securities of unsuccessful Bidders will be returned as promptly as possible

15.4 The Bid Security of the successful Bidder will be returned when the Bidder has furnished the required Performance Security and signed the Contract Agreement.

15.5 The Bid Security may be forfeited:

- i. If the Bidder withdraws his bid except as provided in IB 22.1;
- ii. If the Bidder does not accept the correction of his Bid Price pursuant; or
- iii. In the case of successful Bidder, if he fails within the specified time limit to:
 - a. Furnish the required Performance Security;
 - b. Sign the Contract Agreement;
 - c. Furnish the required JV agreement within 7 days of the receipt of letter of acceptance.

IB.16 Pre-Bid Meetings

16.1 The Employer may, on his own motion or at the request of any prospective bidder(s), hold a pre-bid meeting to clarify issues and to answer any questions on matters related to the Bidding Documents. The date, time and venue of pre-bid meeting, if convened, is as stipulated in the Bidding Data Sheet. All prospective bidders or their authorized representatives shall be invited to attend such a pre-bid meeting.

16.2 The bidders are requested to submit questions, if any, in writing so as to reach the Employer on or before the proposed pre-bid meeting.

16.3 Minutes of the pre-bid meeting, including the text of the questions raised and the replies given, will be transmitted without delay to all purchasers of the Bidding Documents. Any modification of the Bidding Documents listed in IB 7.1 hereof, which may become necessary

as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause IB.9 and not through the minutes of the pre-bid meeting.

16.4 Absence at the pre-bid meeting will not be a cause for disqualification of a bidder.

IB.17 Format and Signing of Bid

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

17.2 All appendices to Bid are to be properly completed and signed.

17.3 No alteration is to be made in the Letters of Price and Technical Bids nor in the Appendices thereto except in filling up the blanks as directed. If any such alterations be made or if these instructions be not fully complied with, the bid may be rejected.

17.4 The Bidder shall prepare one original of the Technical Bid and one original of the Price Bid comprising the Bid as described in Bidding Data Sheet against IB 11 and clearly mark it "ORIGINAL - TECHNICAL BID" and "ORIGINAL - PRICE BID".

17.5 The original copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the Bidding Data Sheet and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, except for un-amended printed literature, shall be signed or initialed by the person signing the bid.

17.6 Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.

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

17.8 Bidders should retain a copy of the Bidding Documents as their file copy.

D. SUBMISSION OF BIDS FOR SINGLE STAGE TWO ENVELOPE BIDDING PROCEDURE

IB.18 Bids Submission

18.1 The bidding documents, containing detailed terms and conditions can be downloaded from PPRA (EPADS Portal), pc.gov.pk web site and from print media.

18.2 Electronic copy of the bids is required to be submitted online PPRA e-Procurement portal- EPADS at www.eprocure.gov.pk on or before 2nd October, 2025 1000 hours on Date. Bids will be opened on the same day at 1100 hours.

18.3 Bids which are received through PPRA e-Procurement portal - EPADS will be considered only. Late submission of bids on EPADS will not be accepted. Any bid not submitted through EPADS shall stand rejected as per PPRA's S.R.O No. 296(1)/2023. The S.R.O is available at PPRA's website (www.ppra.org.pk/doc/epronotif.pdf).

18.4 Hard copies of bids will also be submitted on given address:

"Section Officer (Admin-II) "Ministry of Planning, Development and Special Initiatives, 1st Floor, Room No. 109, P-Block, Pak Secretariat, Islamabad."

IB. 19 Deadline for Submission of Bids

19.1 Bids must be received by the Employer at the address specified no later than the time and date stipulated in the Bidding Data Sheet.

19.2 Bids with charges payable will not be accepted, nor will arrangements be undertaken to collect the bids from any delivery point other than that specified above. Bidders shall bear all expenses incurred in the preparation and delivery of bids. No claims will be entertained for refund of such expenses.

19.3 The Employer may, at his discretion, extend the deadline for submission of Bids by issuing an amendment in accordance with Clause IB.9, in which case all rights and obligations of the Employer and the Bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

IB.20 Late Submitted Bids

20.1 Any bid received by the Employer after the deadline for submission of bids prescribed in Clause IB.20 will be returned unopened to such Bidder.

IB.21 Late Received Bids

21.1 Delays in the mail, delays of person in transit, or delivery of a bid to the wrong office/address shall not be accepted as an excuse for failure to deliver a bid at the proper place and time. It shall be the Bidder's responsibility to determine the manner in which timely delivery of his bid will be accomplished either in person, by messenger or by mail.

IB.22 Modification, Substitution and Withdrawal of Bids

22.1 Any Bidder may modify, substitute or withdraw his bid after bid submission provided that the modification, substitution or written notice of withdrawal is received by the Employer prior to the deadline for submission of bids.

22.2 No bid may be modified by a Bidder after the deadline for submission of bids.

E BID OPENING AND EVALUATION FOR SINGLE STAGE TWO ENVELOPE BIDDING PROCEDURE

IB.23 Bid Opening

23.1 The Employer will open the Technical Bids in public at the address, date and time specified in the Bidding Data Sheet in the presence of Bidders designated representatives and anyone who choose to attend. The Price Bids will remain unopened and will be held in custody of the Employer until the specified time of their opening.

23.2 The Employer shall examine the Technical Bid to confirm that all the documents have been provided, and to determine the completeness of each document submitted.

23.3 The Employer shall confirm that all the documents and information have been provided for evaluation of Technical bid as required under these bidding documents.

23.4 At the end of the evaluation of the Technical Bids, the Employer will invite only those Bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified for award to attend the opening of the Price Bids.

23.5 The date, time, and location of the opening of Price Bids will be advised in writing by the Employer. Bidders shall be given reasonable notice for the opening of Price Bids.

23.6 The Employer shall conduct the opening of Price Bids of all Bidders who submitted substantially responsive Technical Bids, publically in the presence of Bidders` representatives who choose to attend at the address, date and time specified by the Employer. The Bidder`s representatives who are present shall be requested to sign a register evidencing their attendance.

23.7 All envelopes containing Price Bids shall be opened one at a time and the following read out and recorded:

- a. The name of the Bidder;
- b. The Bid Prices, including any discounts and alternative offers; and
- c. Any other details as the Employer may consider appropriate.

Only Price Bids and discounts, read out and recorded during the opening of Price Bids shall be considered for evaluation. No Bid shall be rejected at the opening of Price Bids.

IB.24 Process to be Confidential

24.1 Information relating to the examination, clarification, evaluation and comparison of bid and recommendations for the award of a contract shall not be disclosed to Bidders or any other person not officially concerned with such process before the announcement of bid evaluation report which shall be done at least ten 10 days prior to issue of Letter of Acceptance.

IB.25 Clarification of Bids

25.1 To assist in the examination, evaluation and comparison of bids, the Employer may, at his discretion, ask any Bidder for clarification of his bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing but no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids in accordance with Clause IB.28.

25.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Employer`s request for clarification, its bid may be rejected.

IB.26 Examination of Bids

26.1 Prior to the detailed evaluation of bids, the Employer will determine whether each bid is substantially responsive to the requirements of the Bidding Documents.

26.2 A substantially responsive bid is one which (i) meets the eligibility criteria; (ii) has been properly signed; (iii) is accompanied by the required Bid Security; (iv) Includes signed Integrity Pact where required as per clause IB.35 and (v) conforms to all the terms, conditions and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one (i) which affect in any substantial way the scope, quality or performance of the Works; (ii) which limits in any substantial way, inconsistent with the Bidding Documents, the Employer`s rights or the bidder`s obligations under the Contract; (iii) adoption/rectification whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids. Only substantially responsive bid shall be considered for further evaluation.

26.3 If a bid is not substantially responsive, it may not subsequently be made responsive by correction or withdrawal of the non-conforming material deviation or reservation.

IB.27 Bids Responsiveness

27.1 A substantially responsive bid is one which (i) meets the eligibility criteria; (ii) has been properly signed; (iii) is accompanied by the required Bid Security; (iv) Includes signed Integrity Pact where required and (v) conforms to all the terms, conditions and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one (i) which affect in any substantial way the scope, quality or performance of the Works; (ii) which limits in any substantial way, inconsistent with the Bidding Documents, the Employer’s rights or the Bidder’s obligations under the Contract; (iii) adoption/rectification whereof would affect unfairly the competitive position of other Bidders presenting substantially responsive bids. Only substantially responsive bid shall be considered for further evaluation.

27.2 If a bid is not substantially responsive, it may not subsequently be made responsive by correction or withdrawal of the non-conforming material deviation or reservation.

27.3 The Employer may, however, seek confirmation/ clarification in writing which shall be responded in writing.

IB.28 Evaluation and Comparison of Bids

28.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause IB.26.

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

28.3 If the Bid of the successful Bidder is seriously unbalanced in relation to the Employer’s estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities to demonstrate the internal consistency of those prices with the construction methods and schedule proposed.

IB.29 Marking Criteria – Quality and Cost-Based Selection (QCBS)

As per Rule 36(b) of Public Procurement Rules, 2004

Total Score: 100 Marks

- **Technical Proposal (Quality): 70%**
- **Financial Proposal (Cost): 30%**

29.1 Technical Proposal – 70 Marks (70%)

Evaluation Criteria	Maximum Marks
<p><u>NTN/ GST Registration with FBR</u></p> <ul style="list-style-type: none"> • Must be a registered business entity in Pakistan • Must hold a valid NTN and be registered with FBR. • Must be registered with relevant provincial revenue authorities (for sales tax). • Required Documents: Certificate of incorporation/partnership deed, NTN and Sales Tax Registration Certificates 	10

Evaluation Criteria	Maximum Marks
<p><u>Relevant Experience</u></p> <ul style="list-style-type: none"> • Minimum 3 years of experience in organizing similar events. • At least 5 events successfully executed in the last 3 years for public or reputable private sector clients. • Required Documents: Event completion certificates/work orders, client references, and event portfolio. 	20
<p><u>Financial Capability</u></p> <ul style="list-style-type: none"> • Minimum average annual turnover of PKR 10 million over the last 3 fiscal years. • Sound financial position to undertake event-related expenses. • Required Documents: Audited financial statements or bank statements for the last 3 years, bank certificate. 	25
<p><u>HR Capacity</u></p> <ul style="list-style-type: none"> • Qualified and experienced staff in event planning, logistics, media coordination, etc. • Required Documents: Company profile with organogram, CVs of key personnel. 	20
<p><u>Equipment & Logistics capability</u></p> <ul style="list-style-type: none"> • Access to necessary event equipment either owned or through reliable subcontractors. • Required Documents: List of equipment with providers. 	20
<p><u>Affidavit of not black listed</u></p> <ul style="list-style-type: none"> • Firm must not be blacklisted by any government or semi-government entity. • Required Document: Notarized affidavit on stamp paper. 	05

29.2 Evaluation Method

The evaluation will be based on the above criteria, using a total of 100 marks. Firms scoring 60 marks or above will be qualified. The evaluation committee reserves the right to verify all submitted documents and conduct interviews or presentations if needed.

I Financial Proposal – 30 Marks (30%)

The lowest responsive financial proposal shall be given a financial score of 40. All other proposals shall be given financial scores relative to the lowest price, using the following formula:

Formula:

$$\text{Financial Score} = (\text{Lowest Bid Price} / \text{Bidder's Price}) \times 30$$

II Final Evaluation

The final score for each bidder will be computed by adding the weighted technical and financial scores:

$$\text{Final Score} = \text{Technical Score (out of 70)} + \text{Financial Score (out of 30)}$$

F. AWARD OF CONTRACT

IB.29 Award

29.1 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 best qualitative and cost efficient (value to money) with highest combined score, provided that such Bidder has been determined to be eligible in accordance with the provisions of Clause IB.3 and qualify pursuant to IB 29.2.

29.2 The Employer, at any stage of the bid evaluation, having credible reasons for or prima facie evidence of any defect in Bidder's capacities, may require the Bidders to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not.

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

IB.30 Employer's Right to accept any Bid and to reject any or all Bids

30.1 Notwithstanding Clause IB.29, 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 except that the grounds for rejection of all bids shall upon request be communicated to any Bidder who submitted a bid, without justification of grounds. Rejection of all bids shall be notified to all Bidders.

IB.31 Notification of Award

31.1 Prior to expiration of the period of bid validity prescribed by the Employer, the Employer will notify the successful Bidder in writing ("Letter of Acceptance") that his Bid has been accepted. This letter shall name the sum which the Employer will pay the Contractor in consideration of the execution and completion of the works by the Contractor as prescribed by the contract.

31.2 No Negotiation with the Bidder having evaluated as lowest responsive or any other Bidder shall be permitted.

31.3 The notification of award and its acceptance by the Bidder will constitute the formation of the Contract, binding the Employer and the Bidder till signing of the formal Contract Agreement.

31.4 Upon furnishing by the successful Bidder of a Performance Security, the Employer will promptly notify the other Bidders that their Bids have been unsuccessful and return their bid securities.

IB.32 Performance Security

32.1 The successful Bidder shall furnish to the Employer a Performance Security in the form and the amount stipulated in the Bidding Data Sheet and the Conditions of Contract within a period of 14 days after the receipt of Letter of Acceptance.

32.2 Failure of the successful Bidder to comply with the requirements of IB.32.1 or IB.33 or IB.35 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

IB.33 Signing of Contract Agreement

33.1 Within 14 days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Employer will send the successful Bidder the Contract Agreement in the form provided in the Bidding Documents, incorporating all agreements between the parties.

33.2 The formal Agreement between the Employer and the successful Bidder shall be executed within 14 days of the receipt of the Contract Agreement by the successful Bidder from the Employer.

IB.34 General Performance of the Bidders

34.1 The Employer reserves the right to obtain information regarding performance of the Bidders on their previously awarded contracts/works. The Employer may in case of consistent poor performance of any Bidder as reported by the employers of the previously awarded contracts, reject his bid.

IB.35 Integrity Pact

35.1 The Bidder shall sign and stamp the Integrity Pact provided at Appendix-C to Bid in the Bidding Documents for all Federal Government procurement contracts exceeding Rupees ten million. Failure to provide such Integrity Pact shall make the bidder nonresponsive.

IB. 36 Instructions not Part of Contract

36.1 Bids shall be prepared and submitted in accordance with these Instructions which are provided to assist bidders in preparing their bids, and do not constitute part of the Bid or the Contract Documents

BIDDING DATA SHEET

DOCUMENTS CHECK LIST

Date :

RENOVATION/ UP-GRADATION OF OFFICES OF 6TH FLOOR

M/s _____

Sr.	Documents	Availability	
		Yes	No
1	Sealed Envelope of Bid.		
2	Name & year of establishment of firm, registered address and Fax / telephone numbers / email.		
3	Valid Certificate of FBR and SECP registered in minimum with trail of minimum 02 years.		
4	Financial status with Bank Certificate.		
5	Valid NTN/GST certificate.		
6	Details of dispute / arbitration / litigation, if any. (Submission of statement on stamp paper of Rs: 50 PKR)		
7	Earnest Money @ 02% of the total Bid value.		

* All documents stated in checklist are mandatory. If any requirement stated above (1-7) is not marked, the bid will be turned down and will not be considered in the competition.

SIGNATURE OF CONTRACTOR

CHECKED & VERIFIED M/o PD&SI

**Letters of Technical & Price Bids,
(Appendices to Bid)**

Letter of Technical Bid

Date: _____

Bid Reference No: _____

(Name of Contract/Works)

To: _____

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents.
- (b) We offer to execute and complete in conformity with the Bidding Documents the following Works.
- (c) Our Bid consisting of the Technical Bid and the Price Bid shall be valid for a period of days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- (d) As security for due performance of the under takings and obligations of our bid, we submit here with a Bid security, in the amount specified in Bidding Data Sheet.
- (e) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process, other than alternative offers submitted in accordance with IB 4 (as applicable).

Name

In the capacity of

Signed

.....

Duly authorized to sign the Bid for and on behalf of

.

Date.....

Address.....

Letter of Price Bid

Date:

Bid Reference No:

(Name of Contract/Works)

To:.....

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents.
- (b) The total price of our Bid, excluding any discounts offered in item (c) below is:
- (c) The discounts offered and the methodology for their application are:
- (d) Our Bid shall be valid for a period of days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (e) If our Bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;
- (f) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed and we do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other Bidder for the Works.
- (g) If awarded the contract, the person named below shall act as Contractor's Representative.

Name

In the capacity of

Signed
.....

Duly authorized to sign the Bid for and on behalf of

Date.....

Address.....

PROPOSED CONSTRUCTION SCHEDULE

Pursuant to the conditions of the contract, the Works shall be completed on or before the date stated in Appendix-A to Bid. The Bidder shall provide the Construction Schedule in presentable form, showing the sequence of work items and the period of time during which, he proposes to complete each work item in such a manner that his proposed programme for completion of the whole of the Works and parts of the Works may meet Employer's completion targets in days.

Description Time for Completion

**ORGANIZATION CHART
SUPERVISORY STAFF AND LABOUR**

Appendix-B - Tech Form

Format for CV-One Pager (Technical Resources)

Name	
Designation	

Education

Degree	Year	Institution Name	Subject

**Certifications/
Trainings:**

- 1.
- 2.

Experience:

○ **Total Experience (Years):** _____

○ **Details of Experience:**

Company Name	Designation / Position	Experience Years / Months

(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. _____
Contract Value: _____
Contract Title: _____

Dated : _____

..... [Name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan (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 escribed 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.

BIDDING DATA

Instructions to Bidders:

Clause Reference **IB.8** **Clarification of Bidding Documents** Sub Clause **8.1**

1.1 **Name of Employer:**

Section Officer (Admin-II), (Ministry of Planning, Development & Special Initiatives)
Room No.109, P-Block Pak Secretariat, Islamabad

5.1 (a) **Employer's address:**

Room No.109, P-Block Pak Secretariat, ISB

12.1 Bid shall be quoted entirely in Pak. Rupees. The payment shall be made in Pak. Rupees.

11.2 The bidder/manufacturer has the financial, technical and production capability necessary to perform the Contract as follows:

“Renovation /Upgradation of Office Space of 6th Floor of P-Block”

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, catalogs, 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.

13.1 **Amount of Bid Security:**

2% of the bid price

14.1 **Period of Bid Validity:**

Ninety days (90)

14.4 **Number of Copies of the Bid to be submitted**

Online Submission on E-PADS along with hard copy.

15.1 **Deadline for Submission of Bids**

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

(a) Technical Bid:

Time: -----

Date: -----

(b) Financial Bid

Only technically qualified bidders shall participate in financial bids opening at the date, venue and time specified by the Employer to the address of technically qualified bidders in a written notification prior to financial bids opening.

SCHEDULES TO BID

SCHEDULES TO BID INCLUDE THE FOLLOWING:

- Schedule A: Pre-qualification Criteria
- Schedule B: Schedule of Prices
- Schedule C: Specific Works Data
- Schedule D: Works to be Performed by Subcontractors
- Schedule E: Method of Performing Works

PRE QUALIFICATION CRITERIA

Pre-Qualification Criteria

1. This Pre-qualification document includes the following:-

Section I	Firm / Company Profile
Section II	Financial and Technical Standing of the Firm
Section III	Evaluation Criteria

2. Profiles along with the required documents in a sealed envelope must be submitted to the Section Officer (Admin-II) office **not later than** 2nd October, 2025 1000 hrs at the address given below. All profiles must be properly prepared and the envelopes must be duly signed by the authorized representatives and clearly marked as **Technical Proposal**

1. Evaluation Criteria

Department will nominate an evaluation and recommendation committee to evaluate pre-qualification proposals submitted by applicants in accordance with the criteria described below:-

- 2% bid security
- Registration with Tax authorities NTN certificate
- Affidavit and Certificate of not blacklisting
- Vendor Number issued by AGPR

Profiles will be evaluated to determine the technical soundness and appropriateness of the company to undertake the proposed assignment. Technical Evaluation will be made first. Bids submitted without 2% bid security shall be out rightly rejected. Bid Security shall be enclosed with Technical proposal. Financial proposal shall be entertained only from technically qualified firms. The Ministry may verify documents submitted at its discretion for authenticity and correctness of the information.

SCHEDULE OF PRICES

1. General

- 1.1 The tenders are invited on an item rate basis
- 1.2 The short descriptions of items are given in a bill of quantities. Bill of Quantities or Schedule of Prices shall be read in conjunction with the Conditions of Contract, Contract Data together with the Specifications and Drawings, if any.

2. Description

- 2.1 The general directions and descriptions of works and materials are not necessarily repeated nor summarized in the Schedule of Prices or Bill of Quantities. 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 System International d' Unites (SI Units).

Unit	Abbreviation
Running feet	Rft
Running meter	M
Per Number	Each
Square feet	Sft
Square meter	M ²
Cubic feet	Cft
Cubic meter	M ³
Ton (1000 Kg)	M. Ton
Lump sum	L.S
Numbers	Nos
Job	Complete Job

4. Rates and Prices

- 4.1 Except as otherwise expressly provided under the Conditions of Contract, the rates and amounts entered in the Bill of Quantities or Schedule of Prices shall be the rates at which the Contractor shall be paid and shall be the full inclusive value of the works set forth or implied in the Contract; except for the amounts reimbursable, if any to the Contractor under the Contract.
- 4.2 Unless otherwise stipulated in the Contract Data, the rates and prices entered by the bidder shall not be subject to adjustment during the performance of the Contract.

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

4.4 The whole cost of complying with the provisions of the Contract shall be included in the items provided in the Schedule of Prices, and where no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the Works and no separate payment will be made for those items.

The rates, prices, and amounts shall be entered against each item in the Schedule of Prices or Bill of Quantities. 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, Installation, Fixing and construction materials to the Site complete in all respect.

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 or Bill of Quantities.

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 Price/Bill of Quantities 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 Employer. The Contractor will only receive payment in respect of Provisional Sums if he has been instructed by the Employer to utilize such sum.

SPECIFIC WORKS DATA

SCOPE OF WORK / TERMS OF REFERENCE

- 1 Price to be quoted on **Pak Rupee on free home delivery (F.O.R.)** basis for all items including all expenses, taxes, documentation, etc.
- 2 The advance payment will not be allowed.
- 3 Payment shall be made by crossed cheque upon submission of the bill in duplicate and on verification of the quality & satisfactory report of the, concerned / Purchase & Procurement Committee expert representative of the purchase & Procurement Committee and on completion of all formalities.
- 4 The Department authorities reserve the right to fully or partially, change / forgo the requirement of any item/work and/or amend the specifications & quantity at any stage before awarding of the contract.
- 5 In case of any holiday or any disturbance, the tender will be opened on the next working day as per schedule.
- 6 The quantity shown in the tender are approximate and no claim shall be entertained for the quantity of work being executed **15%** more or less than those entered in the tender or estimate.
- 7 No compensation shall be allowed for any delay in the execution of the work.
- 8 The interested parties may visit the site of the P-Block Secretariat at 10:00 am to 2:00 pm for information, measurements, dimensions, and capacities, etc.
- 9 Material quality taste shall be taken from the independent party, and expenditure shall be borne by the supplier.
- 10 The work shall be completed in all respect in accordance with drawings, specification, and instruction of the Department staff.

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.

Items of Works To be Sub-Contracted	Name and address of Sub-Contractors	Statement of similar works previously Executed (attach_evidence)
--	--	--

Note:

1. No change of Sub-Contractors shall be made by the bidder without prior approval of the Employer.
2. The truthfulness and accuracy of the statement as to the experience of Sub-Contractors 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.

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

CONDITIONS OF CONTRACT

TABLE OF CONTENTS

CONDITIONS OF CONTRACT

<i>Clause No.</i>	<i>Description</i>
1.	General Provisions
2.	The Employer
3.	Engineer's/Employer's Representatives
4.	The Contractor
5.	Design by Contractor
6.	Employer's Risks
7.	Time for Completion
8.	Taking Over
9.	Variations And Claims
10.	Contract Price And Payment
11.	Default
12.	Risks And Responsibilities
13.	Insurance
14.	Resolution of Disputes

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

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 the 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 that 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

Words importing persons or parties shall include firms and organizations. Words importing singular or one gender shall include the 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 the 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, licenses or approvals that 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, 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 an 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 an authorized person at the time of his appointment.

3.2 **Engineer's/Employer's Representative**

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

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, labor, Materials, Plant and Contractor's Equipment, which may be required.

4.2 Contractor's Representative

The Contractor shall appoint a representative at the site on a 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 unreasonably 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.

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 an 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, the act of foreign enemies, within the Country;
- b) Rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, within the Country;
- c) Riot, commotion or disorder by persons other than the Contractor's personnel and other employees including the personnel and employees of Sub-Contractors, affecting the Site and/or the Works;
- d) ionizing radiations, or contamination by radioactivity 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 radioactive material;
- e) Pressure waves caused by aircraft or other aerial devices traveling 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 the Employer and accepted by the Employer.

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 program 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 take over 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.

9.2 **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 Sub-Clause.

10.2 **Valuation of Variations**

Variations shall be valued as follows:

- a) At a lump sum price agreed between the Parties, or
- b) Where appropriate, at rates in the Contract, or
- c) In the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation or failing which
- d) At appropriate new rates, as may be agreed or which the Engineer/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 labor 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 minimize any delay, disruption, or Cost, or the value of any Variation, the Contractor's entitlement to extension of the Time for Completion or additional payment shall be reduced/rejected.

10.4. **Valuation of Claims**

If the Contractor incurs Cost as a result of any of the Employer's Risks, the

Contractor shall be entitled to the amount of such Cost. If because 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 the 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 itemized make-up of the value of variations and claims within twenty-eight (28) days of the instruction or of the event giving rise to the claim. The Engineer/Employer shall check and if possible agree on 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 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.

11.6 **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 a 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 demobilize 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 a 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 demobilize from the Site.

12.3 **Insolvency**

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

12.4 **Payment upon Termination**

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

- a) Any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) Any sums to which the 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 demobilization 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 to the Contract.

Unless the loss or damage happens because 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 demobilize the Contractor's Equipment.

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

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

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

15.2 Notice of Dissatisfaction

If a Party is dissatisfied with the decision of the Engineer or if no decision is given within the time set out in Sub-Clause 15.1 here above, the Party may give notice of dissatisfaction referring to this Sub-Clause within fourteen (14) days of receipt of the decision or the expiry of the time for the decision. If no notice of dissatisfaction is given within the specified time, the decision shall be final and binding on the Parties. If the 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 that 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.

CONTRACT DATA

Sub-Clauses of Conditions of Contract

1.1.3 Employer's Drawings, if any

1.1.4 **The Employer means:**

Section Officer (Admin-II), Room No.109, P-Block Pak Secretariat, ISB

1.1.5 **The Contractor means:**

A person or firm that undertakes a contract to provide materials and labor to perform a service or do a job under specific rules.

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

1.1.9 **Time for Completion of Works** 07 Days

1.1.20 **Engineer:**

The employer representative shall act as Engineer

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

3.1 **Authorized person:**

Section Officer (Admin-II), Room No.109, P-Block Pak Secretariat, ISB

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

Section Officer (Admin-II), Room No.109, P-Block Pak Secretariat, ISB

(a) **The minimum amount of IPC:** Not less than One million

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

SPECIFICATIONS

ASTM, ACI, PBC, AASHTO, BS and International standards shall be followed for the materials used in this contract.

The contractor has to submit the samples of the material to the Engineer Incharge for approval after the work/contract award before executing the works.

BILL OF QUANTITIES

**GOVERNMENT OF PAKISTAN
MINISTRY OF PLANNING, DEVELOPMENT & SPECIAL INITIATIVES**

RENOVATION/ UP-GRADATION OF 6TH FLOOR

No.	Description	Unit	Quantity	Rate	Amount (PKR)
	Work Stations				
1	Providing, making and fixing of workstation with the use of patax Lamination, including Edging Tape, Complete in all respect.	Nos	51		
	Mobile Box				
2	Providing, making and fixing of Mobile Box with the Use of Patex Lamination, Having 1 Drawer and one Shutter Box, including all hardware, Including Edging Tape, Complete in all Respect	Nos	51		
	Table With Side Rack				
3	Providing, Making and fixing of Table & Side Rack with use of Patex Lamination, Including Edging Tape, Complete in All respect .	Nos	11		
4	providing and installing of 12mm thick Tempered glass penal including aluminum chennel on top and bottom.	Sft	1,761		
5	Providing and installing of 12mm thick Tempered glass penal with application of glass Door hinges including BTC motor door machine, L patch, joinder, Handle, aluminum Section silicone etc complete in all aspects	Sft	1,459		
6	Providing and Fixing of Gypsum Board 12mm thick Sheet Ciling with G.I Suspension System etc. Complete in all respects	Sft	2,737		
7	Supply, mix and apply 3-coat of fanmastic water Matt Emulsion Paint jotun at any floor on the walls and ceilling (Elephant thailand) with Ms pipe Frame 1"x1" x18 SWG & 1-1/2x1-1/2 x18SWG Hollow Pipe i/c red Oxide Framing Space is 4'-0" C/C under Gypsum Sheet Complete as per approved drawing specification and Instruction of the Client reperesentative/ designated Staff .	Sft	6,377		
	Electrical Works				
8	Supply, installation, testing and commissioning of recessed/surface mounted LED down light, Watt, mm cutout, complete with driver, necessary connections, in 25mm dia PVC conduit including all accessories as per drawings and specifications.				
	Ceilling Light	Nos	125		
	Panel Light	Nos	24		
9	Wiring for light points with 3/0.029" (≈1.5 sq.mm) PVC insulated single-core copper conductor wires including common neutral and earth continuity conductor in suitable size of concealed/exposed PVC conduit as shown on drawings, complete in all respects.	Nos	137		

GOVERNMENT OF PAKISTAN
MINISTRY OF PLANNING, DEVELOPMENT & SPECIAL INITIATIVES

RENOVATION/ UP-GRADATION OF 6TH FLOOR

10	Providing and fixing 2-4 Nos. multi plug socket outlets (13A/15A) at each workstation, wired from the nearest DB/SMDB with suitable size of PVC insulated copper conductor wires in concealed/exposed PVC conduit/trunking as per drawings, complete in all respects.	Nos	192		
11	Wiring for ceiling fan point with 1.5 sq.mm (3/0.029") PVC insulated single-core copper conductor wires including common neutral and ECC of same size, drawn through 25mm dia PVC conduit (concealed/exposed) complete with fan regulator and accessories as shown on drawings, complete in all respect	Nos	25		
12	Supply and laying of 5-pair telephone/data + voice cable through suitable size PVC conduit (concealed/exposed) including termination at both ends with proper tagging, identification and connection to Wi-Fi/router system, complete in all respects as per drawings and specifications.	Nos	132		
Dismantling/ Removal Works					
13	Removing and dismantling existing AC ducting (including sheet, insulation, hangers, supports, and accessories) from site, stacking the serviceable material as directed, and disposing of unserviceable material to a designated location. Work to be carried out without causing damage to adjacent structures, services, or finishes, complete in all respects as per Engineer's instructions	Sft	As per site		
14	Removing of existing cabins, including breaking, stacking of serviceable material as directed, and disposal of unserviceable material to a designated location. The work shall be executed carefully to avoid damage to adjacent structures and finishes, complete in all respects as per drawings and Engineer's instructions.	Sft	As per site		
TOTAL					-
16 % GST					-
GRAND TOTAL					-

Note: The mentioned quantities are tentative and shall be measured on site for calculation of corresponding bills