

**TNCB-12/CIVIL/CFPP/JPCL/2024-25**

**IMPORTANT NOTE**

The previous version was uploaded on JPCL website on 12-12-2024, some minor changes are incorporated with **RED COLOUR TEXT** and improved version is hereby uploaded on 13-12-2024

**The detail of changes is as under:**

<b>Page No.</b>	<b>Reference</b>
57-58	Qualification Criteria
117-118	Special Condition of Contract in Clause 27; sub clause 14.7 (b) & 14.7 (c)
119	Special Condition of Contract in Clause 32; sub clause 14.15

**ADVISORY GUIDELINES**

The tender is called in Single Stage Two Envelope Procedure, and shall be submitted according to procedure given in **ITB Clause 23.3 at page No. 22** , for the ease of bidder the check list is being provided:

The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Proposal and the other Financial Proposal. Both envelopes to be enclosed together in an outer single envelope called the Bid. Each Bidder shall submit his bid as under:

- a) Bidder shall submit his **TECHNICAL PROPOSAL** and **FINANCIAL PROPOSAL** in separate inner envelopes and enclosed in a single outer envelope.
- b) **ORIGINAL** and each copy of the Bid shall be separately sealed and put in separate envelopes and marked as such.

**Check List**

<b>SN</b>	<b>From No.</b>	<b>Description</b>
<b>Forms T1 to T-16 are to be enclosed with Technical Proposal</b>		
1.	Form T-1	Letter of Bid along with <b>Annexure of Technical Proposal</b>
2.		<b>Annexure of Technical Proposal</b>
3.	Form T-2	Bidder Information Form
4.	Form T-3	Contractor’s Representative and Key Personnel Schedule
5.	Form T-4	Resume and Declaration of Contractor’s Representative and Key

		Personnel
6.	Form T-5	Historical Contract Non-Performance, Pending Litigation and Litigation History
7.	Form T-6	Financial Situation and Performance
8.	Form T-7	Average Annual Turnover
9.	Form T-8	Financial Resources
10.	Form T-9	Current Contract Commitments / Works in Progress
11.	Form T-10	Self-Assessment Tool for Bidder’s Compliance to Financial Resources
12.	Form T-11	General Construction Experience
13.	Form T-12	Specific Construction and Contract Management Experience
14.	Form T-13	Construction Experience in Key categories
15.	Form T-14	Form of Bid Security ( no need of this form in case of Pay order /CDR)
16.	Form T-15	Affidavit for Bidder’s Blacklisting / Eligibility Status
17.	Form T-16	Power of Attorney
<b>Forms F-1 to F-2 are to be enclosed with Financial Proposal</b>		
18.	Form F-1	Letter of Bid – Financial Proposal
19.	Form F-2	Bill of Quantities Please Fill in all Five (05) Bill of Quantities and Grand Summary and should be attach in Financial Proposal

**Note:**

1. All the forms of Section VI “Standard Forms” are required to be filled along with the requisite documents, signed and stamped on letterhead, and Affidavit should be on Stamp Papers
2. Experience Certificates / evidences/ proof of Experience, must be submitted as required in qualification criteria or in relevant forms.
3. Audited Financial Statements must be attached as required in qualification criteria or in relevant forms.
4. Receipt / Pay Order/ D.D in Favor of “CEO Jamshoro Power Company Limited” for the payment of Rs.5000/- , in case these tender documents downloaded from JPCL websites
5. Any other relevant Information /leaflet/literature/ brochures may be attached.

**Attention.** Financial Bid Price/ BOQ must be enclosed in sealed financial proposal. If bid price revealed with Technical proposal, in any case leads to the rejection

# NATIONAL COMPETITIVE BIDDING

## TNCB-12/CIVIL/CFPP/JPCL/2024-25

### PROCUREMENT OF CIVIL WORKS

*“The Rehabilitation of existing asphalt road to the thickness of 50mm wearing course, walkways both sides, median including providing and fixing of kerb stones along O&M staff residence (Chinese Living Camp) at JPCL, location at Mohra Jabal Jamshoro as per Schedule of Requirement, Section-V of this Tender Document”*

(Single Stage Two Envelope Procedure)

(National Competitive Bidding)

### TECHNICAL PROPOSAL



**JAMSHORO POWER COMPANY LIMITED**

DECEMBER, 2024

# Standard Bidding Documents

## For **Procurement of Works**

*The Rehabilitation of existing asphalt road to the thickness of 50mmwearing course, walkways both sides, median including providing and fixing of kerb stones along O&M staff residence (Chinese Living Camp) at JPCL as per Schedule of Requirement, Section-V of this Tender Document.*

### **PART-A - BIDDING PROCEDURE & REQUIREMENTS**

#### **Section I - Invitation for Bids**

#### **Section II- Instructions to Bidders (ITB)**

This Section provides information to help Bidders prepare their Bids. Information is also provided on the submission, opening, and evaluation of Bids and on the award of Contracts.

#### **Section III- Bid Data Sheet (BDS)**

This Section includes provisions specific to procurement and to supplement Section-II, Instructions to Bidders.

#### **Section IV - Eligible Countries**

This Section contains information regarding eligible countries.

#### **Section V - Evaluation and Qualification Criteria, and Works Requirement**

This section contains information regarding evaluation, eligibility and qualification criteria and Works Requirements, Technical Specifications, Drawings, Supplementary Information and Bill of Quantities.

#### **Section VI - Standard Bidding Forms**

This Section includes the standard forms for the Bid Submission, Price Schedules, and Bid Security etc. These forms are to be completed and submitted by the Bidder as part of its Bid.

### **PART-B - CONDITIONS OF CONTRACT AND CONTRACT FORMS**

#### **Section VII - General Conditions of Contract (GCC)**

This Section includes the general clauses to be applied in all the contracts.

#### **Section VIII - Special Conditions of Contract (SCC)**

This Section consists of Contract Data and Specific Provisions which contains clauses specific to this contract.

#### **Section IX - Contract Forms**

This Section contains forms which, once completed, will become part of the Contract including Letter of Acceptance, Contract Agreement, Integrity Pact and other relevant forms. The forms for **Performance Security/ Guarantee and Beneficial Owners Information** will be provided by the successful bidder to whom Letter of Acceptance is issued, before the award of contract.

**PART-A**  
**BIDDING PROCEDURE & REQUIREMENTS**

**SECTION I: INVITATION FOR BIDS**



**Bid No. TNCB-12/CIVIL/CFPP/JPCL/2024-25**

For

*The Rehabilitation of existing asphalt road to the thickness of 50mmwearing course, walkways both sides, median including providing and fixing of kerb stones along O&M staff residence (Chinese Living Camp) at JPCL as per Schedule of Requirement, Section-V of this Tender Document.*

## Invitation to Bidders

Date: [12.12.2024]

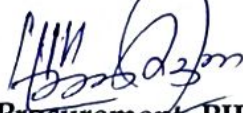
1. This Invitation to Bidders follows the Procurement Advertisement (PA) PID (1) No. 3885/24 for the subject Procurement which appeared on National Newspapers on 11.12.2024 and on also uploaded on JPCL/PPRA's websites
2. JPCL has reserved the funds for the subject procurement and plans to cover eligible payments under the contract for subject *contract*.
3. JPCL now, invites sealed bids from the prospective and eligible Contractors/Firms duly licensed by the Pakistan Engineering Council (PEC) in the appropriate category for value of Works and are Active Tax Payers, possessing *specific experience or capabilities* and satisfying *qualification and eligibility requirements for the following work*:

Description of work	Location	Estimated Cost of Work (Including Taxes) (In Rs.)	Bid Security Amount (In Rs.)	Period of Completion (In Days)
The Rehabilitation of existing asphalt road to the thickness of 50mmwearing course, walkways both sides, median including providing and fixing of kerb stones along O&M staff residence (Chinese Living Camp) at JPCL as per Schedule of Requirement, Section-V of this Tender Document.	Thermal Power Station Colony Jamshoro	89,299,515	4,465,000	60

4. The bidding shall be conducted in line with the "single stage-two envelope" procedure under Rule 36 (b) of the Public Procurement Rules, 2004 and any Regulations, Regulatory Guides, Procurement Guidelines or Instructions issued by the Public Procurement Regulatory Authority

("PPRA") from time to time, and is open to all eligible bidders having vast experience in similar works in the field.

5. Tender document can be obtained from PD PIU office on payment of Rs. 5000/- or can be downloaded from JPCL Website [www.jpcl.com.pk](http://www.jpcl.com.pk). In case these tender documents downloaded from JPCL websites, the payment of Rs.5000/- must be made by Pay Order/ D.D in Favor of "CEO Jamshoro Power Company Limited" and the receipt must be attached with the Bid, at the time of its submission, without which the Bid will not be accepted. **Any Addendum/Corrigendum will be uploaded on JPCL website only.**
6. All bids must be accompanied by a Bid Security in an acceptable form in the amount of PKR 4,465,000/- (in words: Pak Rupees Four Million Four Hundred Sixty-Five Thousand only). or freely convertible currencies in case of foreign Bidders. The name of Bidder must be shown on Bid Security. The Bid security must be prepared from Bidder's Own Bank Account.
7. The original bid must be attached with Technical Proposal along with two (02) certified true copies, prepared in accordance with the instructions prescribed in the bidding documents, properly filled in, signed and stamped, and enclosed in sealed envelope(s) must be delivered to the address; office of Project Director, Jamshoro Coal Fired Power Project Mohra Jabal, Dadu Road, Jamshoro on or before 1200 hrs. (PST) on Tuesday, 31-12-2024. The bids (the Technical Proposal only) will be opened promptly thereafter at 1230 hrs. in the presence of bidders' representatives who choose to attend in the opening at JPCL Conference Room, 1st Floor, Main Admin Building, Mohra Jabal, Dadu Road, Jamshoro Sindh.
8. The Bidders who have failed to complete their contractual works at JPCL specifically, and elsewhere generally, within stipulated time period, due to reasons attributable to contractor(s)/firm(s), will not be eligible to participate in this Bid.
9. The Bids which are received late from the stipulated date and time, will not be considered and returned unopened. **No bidding documents will be issued on the due date of opening of the bid.**
10. **Pre-bid meeting** will take place at 1200 Hrs on Wednesday, 18-12-2024 at JPCL Conference Room, 1<sup>st</sup> Floor, Main Admin Building, Mohra Jabal, Sehwan-Dadu Road, Indus Highway, TPS Jamshoro. All prospective bidders are invited to participate in pre-bid meeting followed by site visit.
11. ***The Procuring Agency reserves the right to reject any or all bids subject to relevant provisions of PPRA Rules, 2004, Govt. of Pakistan and may cancel the bidding process at any time prior to the acceptance of a bid or proposal under Rule-33(1) of said Rules.***



**Director Procurement, PIU**

Jamshoro Coal Fired Power Project,  
Mohra Jabal, Dadu Road, Jamshoro

Phone: 022 9213744, 022 9213742 email: pdpiu@jpcl.com.pk



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## **SECTION II: INSTRUCTION TO BIDDERS (ITBs)**

## A. INTRODUCTION

<p><b>1. Scope of Bid</b></p>	<p>1.1</p>	<p>The Procuring agency/Employer (PA), as indicated in the <b>Bid Data Sheet</b> (BDS) invites Bids for the execution of Works as specified in the BDS and <b>Section V- Works Requirements</b>. The name, identification, and number of lots (contracts) of this National Competitive Bidding process are specified in the BDS.</p>
<p><b>2. Source of Funds</b></p>	<p>2.1</p>	<p>Source of funds as referred in Bid Data Sheet. Government of Pakistan PSDP</p>
<p><b>3. Eligible Bidders</b></p>	<p>3.1</p>	<p>A bidder may be natural person, company or firm or public or semi-public agency of Pakistan or any foreign country.</p>
	<p>3.2</p>	<p>The appointment of Lead Member in the joint venture or consortium shall be confirmed by submission of a valid Power of Attorney to the Procuring agency/Employer <b>(Deleted/Not Applicable/Not Used)</b></p>
	<p>3.3</p>	<p>Verifiable copy of the agreement that forms a joint venture or consortium shall be required to be submitted as part of the Bid. <b>(Deleted/Not Applicable/Not Used)</b></p>
	<p>3.4</p>	<p>Any bid submitted by the joint venture or consortium shall indicate the part of proposed contract to be performed by each party and each party shall be evaluated (or post qualified if required) with respect to its contribution only, and the responsibilities of each party shall not be substantially altered without prior written approval of the Procuring agency/Employer and in line with any instructions issued by the Authority. <b>(Deleted/Not Applicable/Not Used)</b></p>
	<p>3.5</p>	<p>The invitation for bids is open to all prospective bidders subject to any provisions of incorporation or licensing by the respective national/ international incorporating agency or statutory body established for that particular trade or business.</p>
	<p>3.6</p>	<p>Foreign Bidders must be locally registered with the appropriate national incorporating body or the statutory body, before participating in the national/international competitive bidding with the exception of such procurements made by the foreign missions of Pakistan. For such purpose the bidder must have to initiate the registration process before the bid submission and the necessary evidence shall be submitted to the Procuring agency/Employer along with their bid, however, the final award will be subject to the complete registration process.</p>
	<p>3.7</p>	<p>A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidders may be</p>

	<p>considered to have a conflict of interest with one or more parties in this Bidding process, if they:</p> <ul style="list-style-type: none"> <li>a) are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring agency/Employer to provide consulting services for the preparation of design or technical specifications of the works that are the subject of the bid; or</li> <li>b) any of its affiliates has been hired (or is proposed to be hired) by the Procuring agency/Employer as Engineer for the Contract implementation; or</li> <li>c) The works to be executed are resulting from or directly related to consulting services for the preparation or implementation of the project that the bidder provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm;</li> <li>d) have controlling shareholders in common; or</li> <li>e) receive or have received any direct or indirect subsidy from any of them; or</li> <li>f) have the same legal representative for purposes of this Bid; or</li> <li>g) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder, or influence the decisions of the Procuring agency/Employer regarding this Bidding process; or</li> <li>h) Submit more than one bid in this bidding process.</li> </ul>
3.8	<p>A Bidder may be ineligible if –</p> <ul style="list-style-type: none"> <li>(a) he is declared bankrupt or, in the case of company or firm, insolvent;</li> <li>(b) payments in favor of the bidder are suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting (in accordance with the national laws) in the total or partial loss of the right to administer and dispose of its property;</li> <li>(c) legal proceedings are instituted against such bidder involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property;</li> </ul>

		<p>(d) the bidder is convicted, by a final judgment of a Court of Law or relevant Professional Statuary Body, of any offence involving professional conduct;</p> <p>(e) The bidder is debarred/ blacklisted by a national level Procuring agency/Employer and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of bid securing declaration.</p> <p>(f) The bidder is blacklisted or debarred by a foreign country, international organization, or other foreign institutions for the period defined by them.</p>
	3.9	Bidders shall provide to the Procuring agency/Employer evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.
	3.10	Bidders shall provide such evidence of their continued eligibility to the satisfaction of the Procuring agency/Employer, as the Procuring agency/Employer shall reasonably request.
	3.11	Bidders shall submit proposal relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract is envisaged.
<b>4. Eligible Material and Equipment</b>	4.1	All the material and equipment to be mobilized under the contract shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to such materials and equipment. For this purpose, ineligible countries are stated in the section-IV titled as “Eligible Countries”.
	4.2	For purposes of this Clause, “origin” means the place where the material, equipment is produced, manufactured, or processed, or through manufacture, procession, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components or the place from where the services are/to be supplied.
	4.3	The nationality of the bidder shall not determine the origin of the material and equipment.
	4.4	To establish the eligibility of the material and equipment, Bidders shall fill the country-of-origin declarations included in the Form of Bid.
<b>5. One Bid per Bidder</b>	5.1	A bidder shall submit only one bid, in the same bidding process.
	5.2	No bidder can be a sub-contractor while submitting a bid individually or as a member of a joint venture in the same bidding process. <b>(Deleted/Not Applicable/Not Used)</b>

6. <b>Cost of Bidding</b>	6.1	The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring agency/Employer shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
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## B. BIDDING DOCUMENTS

7. <b>Contents of Bidding Documents</b>	7.1	<p>The scope of Works, bidding procedures, and terms and conditions of the contract are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents which should be read in conjunction with any addenda issued in accordance with <b>ITB 9.2</b> include:</p> <p><b>Section I</b> -Invitation for Bids  <b>Section II</b> Instructions to Bidders (ITBs)  <b>Section III</b> Bid Data Sheet (BDS)  <b>Section IV</b> Eligible Countries  <b>Section-V</b> Eligibility &amp; Qualification Criteria, Works Requirements-Technical Specifications &amp; Schedule of Requirements  <b>Section VI</b> Standard Bidding Forms  <b>Section VII</b> General Conditions of Contract (GCC)  <b>Section VIII</b> Special Conditions of Contract (SCC)  <b>Section IX</b> Contract Forms</p>
	7.2	The number of copies to be completed and submitted with the Bid is specified in the <b>BDS</b> .
	7.3	The Procuring agency/Employer is not responsible for the completeness of the bidding documents and their addenda, if they were not obtained directly from the Procuring agency/Employer or the signed pdf version downloaded from the website of the Procuring agency/Employer or the Authority's website as the case may be. However, Procuring Agency/Employer shall place both the pdf and editable version of the same on its website and Authority's website.
	7.4	The bidder is expected to examine all instructions, forms, specifications, terms and conditions prescribed in the bidding documents. Failure to furnish all the information required in the bidding documents will be at the bidder's risk and may result in the rejection of his bid.
8. <b>Clarification of Bidding Document, Pre-bid Meeting</b>	8.1	A prospective bidder requiring any clarification of the bidding document may notify the Procuring agency/Employer in writing or in electronic form that provides record of the contents of communication at the Procuring agency/Employer's address indicated in the <b>BDS</b> .

	8.2	The Procuring agency/Employer will within three (3) working days after receiving the request for clarification, respond in writing or in electronic form to any request for clarification provided that such request is received not later than three (03) days prior to the deadline for the submission of Bids as prescribed in <b>ITB 24.1</b> . However, this clause shall not apply in case of alternate methods of procurement.
	8.3	Copies of the Procuring agency/Employer's response will be forwarded to all identified prospective bidders through an identified source of communication, including a description of the inquiry, but without specifying its source. In case of downloading of the bidding documents from the website of Procuring agency/Employer, the response of all such queries will also be available on the same platform available at the website.
	8.4	Should the Procuring agency/Employer deem it necessary to amend the bidding documents as a result of a clarification, it shall do so following the procedure as prescribed under <b>ITB 09</b> .
	8.5	If indicated <b>in the BDS</b> , the bidder's designated representative is invited at the bidder's cost to attend a pre-bid meeting at the place, date and time mentioned in the <b>BDS</b> . During this pre-bid meeting, prospective bidders may request clarification of the schedule of requirement, the evaluation criteria or any other aspects of the bidding documents.
	8.6	Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by bidders, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be transmitted promptly to all prospective bidders who have obtained the bidding documents. Any modification to the bidding documents that may become necessary as a result of the pre-bid meeting shall be made by the Procuring agency/Employer exclusively through the use of an Addendum pursuant to <b>ITB 9</b> . Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.
	8.7	The bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the bidder's own expense.
	8.8	The bidder and any of its authorized personnel will be granted permission by the Procuring agency/Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the bidder and its personnel will release and indemnify the Procuring agency/Employer from and against all

		liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
<b>9. Amendment of Bidding Documents</b>	9.1	Before the deadline for submission of bids, the Procuring agency/Employer for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder or pre-bid meeting may modify the bidding documents by issuing addenda.
	9.2	Any addendum issued including the notice of any extension of the deadline shall be part of the bidding documents pursuant to <b>ITB 7.1</b> and shall be communicated in a timely manner and on equal opportunity basis. Where notification of such change, addition, modification or deletion becomes essential, such notification shall be made in a manner similar to the original advertisement. <i>Provided that the bidder who had either already submitted their bid or handed over the bid to the courier prior to the issuance of any such addendum shall have the right to withdraw his already filed bid and submit the revised bid prior to the original or extended bid submission deadline.</i>
	9.3	To give prospective bidders reasonable time in which to take an addendum/corrigendum into account in preparing their bids, the Procuring agency/Employer may, at its discretion, extend the deadline for the submission of bids: <i>Provided that the Procuring agency/Employer shall extend the deadline for submission of bid, if such an addendum is issued within last three (03) days of the bid submission deadline.</i>

### C. PREPARATION OF BIDS

<b>10. Language of Bid</b>	10.1	The bid prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and the Procuring agency/Employer shall be written in the English language unless specified in the <b>BDS</b> . Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation of the relevant pages in the English language unless specified in the <b>BDS</b> , in which case, for purposes of interpretation of the bidder, the translation shall govern.
<b>11. Documents Establishing Eligibility of Material,</b>	11.1	The bid prepared by the bidder shall constitute the following components: - a) Documentary evidence established in accordance with <b>ITB 11</b> that the material, equipment and services to be provided



<p><b>Equipment and Works, their Conformity to Bidding Documents</b></p>		<p>by the Bidder are eligible material, equipment and services, and conform to the Bidding Documents;</p> <ul style="list-style-type: none"> <li>b) Documentary evidence established in accordance with <b>ITB 12</b> that the bidder has been authorized to carry out the Construction works;</li> <li>c) Documentary evidence established in accordance with <b>ITB 12</b> that the bidder is eligible and/or qualified for the subject bidding process;</li> <li>d) Form of Bid and Bid Prices completed in accordance with <b>ITB 14 and 15</b>;</li> <li>e) Completed schedules as required, including priced Bill of Quantities in accordance with <b>ITB 13 &amp; 15</b>.</li> <li>f) Technical Proposal completed in all aspects in accordance with <b>ITB-17</b>.</li> <li>g) Bid security or Bid Securing Declaration furnished in accordance with <b>ITB 19</b>;</li> <li>h) Alternative bids, if permissible, in accordance with <b>ITB 20</b>;</li> <li>i) Duly Notarized Power of Attorney authorizing the signatory of the Bidder to submit the bid; and</li> <li>j) Any other document required in the <b>BDS</b>.</li> </ul>
	11.2	<p>In addition to the requirements, bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all members and submitted with the bid, together with a copy of the proposed Agreement. <b>(Deleted/Not Applicable/Not Used)</b></p>
	11.3	<p>The bidder shall furnish, as part of its bid, all those documents establishing the eligibility in conformity to the terms and conditions specified in the bidding documents for all material, equipment and works which the bidder proposes to execute.</p>
	11.4	<p>The documentary evidence of conformity of the material, equipment and works to the Bidding Documents may be in the form of literature, drawings, and data, and shall consist of:</p> <ul style="list-style-type: none"> <li>a) a detailed description of the work methodology, approach, schedule and resources to be mobilized at site;</li> <li>b) an item-by-item commentary on the Procuring agency/Employer's Technical Specifications demonstrating substantial responsiveness of the material, equipment and works to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications;</li> </ul>

		c) any other procurement specific documentation requirement as stated in the <b>BDS</b> .
	11.5	The required documents and other accompanying documents must be in English. In case any other language than English is used the pertinent translation into English shall be attached to the original version.
<b>12. Documents Establishing Eligibility and Qualification of the Bidder</b>	12.1	The bidder shall furnish, as part of its bid, all those documents establishing the bidder's eligibility to participate in the bidding process and/or its qualification to perform the contract if its bid is accepted.
	12.2	The documentary evidence of the bidder's eligibility to bid shall establish to the satisfaction of the Procuring agency/Employer that the bidder, at the time of submission of its bid, is from an eligible country as defined in Section-IV titled as "Eligible Countries".
	12.3	The documentary evidence of the bidder's qualification to perform the contract if its bid is accepted shall establish to the satisfaction of Procuring agency/Employer that: a) The bidder has the financial and technical capability necessary to perform the Contract, meets the qualification criteria specified in Section-V, Evaluation and Qualification Criteria and <b>BDS</b> . b) In the case of a bidder not doing business within Pakistan, the bidder is or will be (if awarded the contract) represented by a local bidder (Joint Venture) in accordance with the PEC works bylaws, and in case of award of works such foreign firm is required to participate in the execution of works to carry out its obligations as prescribed in the Conditions of Contract and /or Technical Specifications. c) That the bidder meets the qualification criteria listed in Section-V, Evaluation and Qualification Criteria and <b>BDS</b> .
<b>13. Letter of Bid and Schedules</b>	13.1	The Letter of Bid (Technical or Financial as the case may be) and Schedules, including the Bill of Quantities, shall be prepared using the relevant forms furnished in Standard Bid Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under <b>ITB 22</b> . All blank spaces shall be filled in with the information requested.
<b>14. Letter of Bid</b>	14.1	The bidder shall fill the Letter of Bid (Technical or Financial as the case may be) furnished in the bidding documents. The

		Standard Bid Forms must be completed without any alterations to its format and no substitute shall be accepted.
<b>15. Bid Prices</b>	15.1	The bid prices quoted by the bidder in the Standard bid Forms, Bill of Quantities and in the Price Schedules shall conform to the requirements specified below or exclusively mentioned hereafter in the bidding documents.
	15.2	The bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. If a Price Schedule shows items listed but not priced, their prices shall be construed to be included in the prices of other items in the Bill of Quantities and will not be paid for separately by the Procuring agency/Employer.
	15.3	Items not listed in the Price Schedule shall be assumed not to be included in the bid, and provided that the bid is still substantially responsive in their absence or due to their nominal nature, the corresponding average price of the respective item(s) of the remaining substantially responsive bidder(s) shall be construed to be the price of those missing item(s): Provided that: a) where there is only one (substantially) responsive bidder, or b) where there is provision for alternate proposals and the respective items are not listed in the other bids, The Procuring agency/Employer may fix the price of missing items in accordance with market survey, and the same shall be considered as final price.
	15.4	The Bid price to be quoted in the Form of Bid in accordance with <b>ITB 15.1</b> shall be the total price of the bid.
	15.5	Unless otherwise specified in the <b>BDS</b> and the Contract, the rates and prices quoted by the bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract.
	15.6	If so specified in <b>ITB 1.1</b> , bids may be invited for individual lots (contracts) or for any combination of lots (packages).
	15.7	Prices quoted by the Bidder shall be fixed during the bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable price will be treated as non-responsive and shall be rejected, pursuant to <b>ITB 30</b> , unless otherwise price adjustment is permissible under Conditions of the Contract.
	15.8	All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date twenty-

		eight (28) days prior to the deadline for submission of bids, shall be included in the rates and prices and the total bid price submitted by the bidder.
<b>16. Currencies of Bid and Payment</b>	16.1	The currency(ies) of the bid and the currency(ies) of payments shall be as specified in the <b>BDS</b> .
	16.2	For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of (financial part of) bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day.
	16.3	Bidders shall indicate details of their expected foreign currency requirements in the Bid, if prescribed in the BDS.
	16.4	Bidders may be required by the Procuring agency/Employer to clarify their foreign currency requirements, if prescribed in the BDS and to substantiate that the amounts included in Lump Sum and in the <b>SCC</b> are reasonable and responsive to <b>ITB 16.1</b> .
<b>17. Documents Comprising the Technical Proposal</b>	17.1	The bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in <b>Section VI - Standard Bid Forms</b> , in sufficient detail to demonstrate the adequacy of the bidder's proposal to meet the work requirements and the completion time.
<b>18. Bid Validity Period</b>	18.1	Bids shall remain valid for the period specified in the <b>BDS</b> after the bid submission deadline prescribed by the Procuring agency/Employer. A bid valid for a shorter period shall be rejected by the Procuring agency/Employer as non-responsive. The period of bid validity will be determined from the complementary bid securing instrument i.e. the expiry period of bid security or bid securing declaration as the case may be.
	18.2	Under exceptional circumstances, prior to the expiration of the initial bid validity period, the Procuring agency/Employer may request the bidders' consent to an extension of the period of validity of their bids only once, for the period not more than the period of initial bid validity. The request and the bidders' responses shall be made in writing or in electronic forms that provide record of the content of communication. The Bid Security provided under <b>ITB 19</b> shall also be extended 28 days beyond the deadline of extended bid validity period. A bidder may refuse the request for the extension of his bid without forfeiting his bid security or causing to be executed his Bid Securing Declaration. A bidder agreeing to the request will not

		be required nor permitted to modify its bid, but will be required to extend the validity of its Bid Security or Bid Securing Declaration for the period of the extension, and in compliance with <b>ITB 19</b> in all respects.
<b>19. Bid Security or Bid Securing Declaration</b>	19.1	Pursuant to <b>ITB 11.1</b> unless otherwise specified in the <b>BDS</b> , the bidder shall furnish as part of its bid, a Bid Security in form of fixed amount not exceeding five percent of the estimated value of procurement determined by the Procuring agency/Employer and in the amount and currency specified in the <b>BDS</b> or Bid Securing Declaration as specified in the <b>BDS</b> in the format provided in <b>Section VI (Standard Bidding Forms)</b> . In case Procuring agency/Employer is inviting bids in lots / packages, the bidder shall be required to submit his bid security against the respective lot/ package for which he is submitting his bid, which shall not exceed five percent of the estimated value of that particular lot/ package.
	19.2	The Bid Security or Bid Securing Declaration is required to protect the Procuring agency/Employer against the risk of Bidder's conduct before award of the contract to the most advantageous bidder which would warrant the security's forfeiture, pursuant to <b>ITB 19.9</b> .
	19.3	The Bid Security shall be denominated in the local currency or in another freely convertible currency, and it shall be in the form specified in the <b>BDS</b> which shall be in any of the following: a) A bank guarantee, an irrevocable letter of credit issued by a Scheduled bank in the form provided in the Bidding Documents or another form acceptable to the Procuring agency/Employer and valid for twenty-eight (28) days beyond the end of the validity of the Bid. This shall also apply if the period for Bid Validity is extended. In either case, the form must include the complete name of the bidder; b) A cashier's or certified cheque; or c) Another security as indicated in the <b>BDS</b> .
	19.4	The Bid Security or Bid Securing Declaration shall be in accordance with the Form of the Bid Security or Bid Securing Declaration included in <b>Section VI (Standard Bidding Forms)</b> or another form approved by the Procuring agency/Employer prior to the bid submission.
	19.5	The Bid Security shall be payable promptly upon written demand by the Procuring agency/Employer in case any of the conditions listed in <b>ITB 19.9</b> are invoked.

	19.6	Any bid not accompanied by a Bid Security or Bid Securing Declaration in accordance with <b>ITB 19.1 or 19.3</b> shall be rejected by the Procuring agency/Employer and shall be declared as non-responsive bid, pursuant to <b>ITB 30</b> .
	19.7	<p>Unsuccessful bidders' Bid Security will be discharged or returned as promptly as possible, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Procuring agency/Employer pursuant to <b>ITB 18</b>. The Procuring agency/Employer shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, after whichever of the following that occurs earliest:</p> <ul style="list-style-type: none"> <li>(a) The expiry of the Bid Security;</li> <li>(b) The entry into force of a procurement contract and the provision of a performance security (or guarantee), for the performance of the contract if such a security (or guarantee), is required by the Bidding documents;</li> <li>(c) The rejection by the Procuring agency/Employer of all Bids;</li> <li>(d) The withdrawal of the bid prior to the deadline for the submission of bids, unless the bidding documents stipulate that no such withdrawal is permitted.</li> </ul>
	19.8	The successful bidder's Bid Security will be discharged upon the bidder signing the contract pursuant to <b>ITB 47</b> , or furnishing the performance security (or guarantee), pursuant to <b>ITB 48</b> .
	19.9	<p>The Bid Security may be forfeited or the Bid Securing Declaration executed:</p> <ul style="list-style-type: none"> <li>a) if a Bidder: <ul style="list-style-type: none"> <li>i) Withdraws its Bid during the period of Bid Validity as specified by the Procuring agency/Employer, and referred by the bidder on the Form of Bid except as provided for in <b>ITB 18.2</b>; or</li> <li>ii) Does not accept the correction of errors pursuant to <b>ITB 32</b>; or</li> </ul> </li> <li>b) In the case of a successful bidder, if the bidder fails: <ul style="list-style-type: none"> <li>i) to sign the contract in accordance with <b>ITB 47</b>; or</li> <li>ii) to furnish performance security (or guarantee) in accordance with <b>ITB 48</b>.</li> </ul> </li> </ul>
	19.10	In case of Bid Security issued by the foreign bank is allowed by the Procuring agency/Employer, the same should be counter guaranteed by a corresponding bank in Pakistan. Furthermore, in case of joint venture, it should be in the name of Joint venture to ensure joint responsibility.

<p><b>20. Alternative Bids by Bidders</b></p>	<p>20.1</p>	<p>Bidders shall submit offers that comply with the requirements of the bidding documents, including the basic bidder's technical design as indicated in the specifications and Bill of Quantities. Alternatives will not be considered, unless specifically allowed for in the <b>BDS</b>. If so allowed, <b>ITB 20</b> shall prevail. <b>(Deleted/Not Applicable/Not Used).</b></p>
	<p>20.2</p>	<p>When alternative schedule for execution of works is explicitly invited, a statement of that effect will be included in the <b>BDS</b> as will the method for evaluating different schedule for execution of works. <b>(Deleted/Not Applicable)</b></p>
	<p>20.3</p>	<p>If so allowed in the <b>BDS</b>, bidders wishing to offer technical alternatives to the requirements of the bidding documents must also submit a bid that complies with the requirements of the bidding documents, including the basic technical design as indicated in the specifications. In addition to submitting the basic bid, the bidder shall provide all information necessary for a complete evaluation of the alternative by the Procuring agency/Employer, including technical specifications, breakdown of prices, and other relevant details. Only the technical alternatives, if any, of the Most Advantageous Bidder conforming to the basic technical requirements (without altering the bid price) shall be considered by the Procuring agency/Employer. <b>(Deleted/Not Applicable)</b></p>
<p><b>21. Withdrawal of Bids</b></p>	<p>21.1</p>	<p>Before bid submission deadline, any bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and the corresponding must accompany the respective written notice.</p>
	<p>21.2</p>	<p>Bids requested to be withdrawn in accordance with <b>ITB 21.1</b> shall be returned unopened to the bidders.</p>
<p><b>22. Format and Signing of Bid</b></p>	<p>22.1</p>	<p>The Bidder shall prepare an original and the number of copies of the bid as indicated in the <b>BDS</b>, clearly marking each <b>"ORIGINAL"</b> and <b>"COPY"</b> as appropriate. In the event of any discrepancy between them, the original shall prevail: <i>Provided that except in Single Stage One Envelope Procedure, the bid shall include only the copies of technical proposal.</i></p>
	<p>22.2</p>	<p>The original and the copy (ies) of the bid shall be typed or written in indelible ink and shall be signed by the bidder or a person or persons duly authorized to sign on behalf of the bidder. This authorization shall consist of a written confirmation as specified in the <b>BDS</b> and shall be attached to the bid. The name and position held by each person signing the</p>

		authorization must be typed or printed below the signature. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.
	22.3	Any interlineations, erasures, or overwriting shall be valid only if they are signed by the person(s) authorized for signing the Bid.

#### D. SUBMISSION OF BIDS

<b>23. Sealing and Marking of Bids</b>	23.1	<p>In case of Single Stage One Envelope Procedure, the bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as “<b>ORIGINAL</b>” and “<b>COPY</b>”. The envelopes shall then be sealed in an outer envelope securely sealed in such a manner that opening and resealing cannot be achieved undetected.</p> <p><b>Note:</b> <i>The envelopes shall be sealed and marked in accordance with the bidding procedure adopted as referred in Rule-36 of Public Procurement Rules,2004. (Deleted/Not Applicable/Not Used)</i></p>
	23.2	<p>The inner and outer envelopes shall:</p> <ol style="list-style-type: none"> <li>a) be addressed to the Procuring agency/Employer at the address given in the <b>BDS</b>; and</li> <li>b) bear the title of the subject procurement or project name, as the case may be as indicated in the <b>BDS</b>, the Invitation for Bids (ITB) title and number indicated in the <b>BDS</b>, and a statement: “<b>DO NOT OPEN BEFORE</b>”, to be completed with the time and the date specified in the <b>BDS</b>, pursuant to <b>ITB 24.1</b>.</li> </ol>
	23.3	<p>In case of Single Stage Two Envelope Procedure, The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Proposal and the other Financial Proposal. Both envelopes to be enclosed together in an outer single envelope called the Bid. Each Bidder shall submit his bid as under:</p> <ol style="list-style-type: none"> <li>a) Bidder shall submit his <b>TECHNICAL PROPOSAL</b> and <b>FINANCIAL PROPOSAL</b> in separate inner envelopes and enclosed in a single outer envelope.</li> <li>b) <b>ORIGINAL</b> and each copy of the Bid shall be separately sealed and put in separate envelopes and marked as such.</li> <li>c)The envelopes containing the <b>ORIGINAL</b> and copies will be put in one sealed envelope and addressed / identified as given in <b>ITB 23.2</b>.</li> </ol>
	23.4	<p>The inner and outer envelopes shall:</p> <ol style="list-style-type: none"> <li>a) be addressed to the Procuring agency/Employer at the address provided in the <b>BDS</b>;</li> </ol>



		<p>b) bear the name and identification number of the contract as defined in the <b>BDS</b>; and provide a warning not to open before the time and date for bid opening, as specified in the <b>BDS</b> pursuant to <b>ITB 24.1</b>.</p> <p>c) In addition to the identification required in <b>ITB 23</b> hereof, the inner envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared “late” pursuant to <b>ITB 25</b>.</p>
	23.5	If all envelopes are not sealed and marked as required by <b>ITB 23.2, ITB 23.3</b> and <b>ITB 23.4</b> or incorrectly marked, the Procuring agency/Employer will assume no responsibility for the misplacement or premature opening of bid.
<b>24. Deadline for Submission of Bids</b>	24.1	Bids shall be received to the Procuring agency/Employer no later than the date and time specified in the <b>BDS</b> .
	24.2	The Procuring agency/Employer may, under exceptional circumstances and at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with <b>ITB 9</b> , in which case all rights and obligations of the Procuring agency/Employer and bidders previously subject to the deadline will thereafter be subject to the new deadline.
<b>25. Late Bids</b>	25.1	The Procuring agency/Employer shall not consider for evaluation of any bid that arrives after the deadline for submission of bids, in accordance with <b>ITB 24</b> .
	25.2	Any bid received by the Procuring agency/Employer after the deadline for submission of bids shall be declared late, recorded, rejected and returned unopened to the bidder.
<b>26. Substitution and Modification of bids</b>	26.1	A bidder may substitute or modify his bid after it has been submitted, provided that written notice of the substitution or modification of the bid, is received by the Procuring agency/Employer prior to the deadline for submission of bids.
	26.2	Revised bid may be submitted after the substitution or modification made in the original bid in accordance with the provisions referred in <b>ITB 22</b> .

### **E. OPENING AND EVALUATION OF BIDS**

<b>27. Opening of Bids</b>	27.1	The Procuring agency/Employer will open all bids, in public, in the presence of bidders’ or their representatives who choose to attend, and other parties with a legitimate interest in the bid proceedings at the place, on the date and at the time, specified
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		in the <b>BDS</b> . The bidders' representatives present shall sign an attendance sheet as a proof of their attendance.
	27.2	First, envelopes marked " <b>WITHDRAWAL</b> " shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening.
	27.3	Second, outer envelopes marked " <b>SUBSTITUTION</b> " shall be opened. The inner envelopes containing the Substitution Bid shall be exchanged for the corresponding Original Bid being substituted, which is to be returned to the bidder unopened. No envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.
	27.4	Next, outer envelopes marked " <b>MODIFICATION</b> " shall be opened. No Technical Proposal and/or Financial Proposal shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of the bids. Any modification shall be read out along with the Original Bid except in case of Single Stage Two Envelope Procedure where only the Technical Proposal, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Financial Proposal, both Original and Modification, will remain unopened till the prescribed financial bid opening date.
	27.5	Other envelopes holding the bids shall be opened one at a time, in case of Single Stage One Envelope Procedure, the bidders' names, the bid prices, the total amount of each bid and of any alternative bid (if alternatives have been requested or permitted), the presence or absence of Bid Security, Bid Securing Declaration and such other details as the Procuring agency/Employer may consider appropriate, will be announced by the Procurement Evaluation Committee.
	27.6	In case of Single Stage Two Envelope Procedure, the Procuring agency/Employer will open the Technical Proposals in public at the address, date and time specified in the <b>BDS</b> in the presence of bidders' designated representatives who choose to attend and other parties with a legitimate interest in the bid proceedings. The Financial Proposals will remain unopened and will be held in custody of the Procuring agency/Employer until the specified time of their opening.

	27.7	The envelopes holding the Technical Proposals shall be opened one at a time, and the following read out and recorded: (a) the name of the bidder; (b) whether there is a modification or substitution; (c) the presence of a Bid Security or Bid Securing Declaration, if required; and (d) Any other details as the Procuring agency/Employer may consider appropriate.
	27.8	Bids not opened and not read out at the bid opening shall not be considered further for evaluation, irrespective of the circumstances.
	27.9	Bidders are advised to send in a representative with the knowledge of the content of the bid who shall verify the information read out from the submitted documents. Failure to send a representative or to point out any un-read information by the sent bidder's representative shall indemnify the Procuring agency/Employer against any claim or failure to read out the correct information contained in the bidder's bid.
	27.10	No bid will be rejected at the time of bid opening except for late bids which will be returned unopened to the bidder, pursuant to <b>ITB 25</b> .
	27.11	The Procuring agency/Employer shall prepare minutes of the bid opening. The record of the bid opening shall include, as a minimum: the name of the bidder and whether or not there is a withdrawal, substitution or modification, the bid price if applicable and the presence or absence of a Bid Security or Bid Securing Declaration.
	27.12	The bidders' representatives who are present shall be requested to sign on the attendance sheet. The omission of a bidder's signature on the record shall not invalidate the contents and affect the record. A copy of the record shall be distributed to all the bidders.
	27.13	A copy of the minutes of the bid opening shall be furnished to individual bidders upon request.
	27.14	In case of Single Stage -Two Envelop Bidding Procedure, after the announcement of technical evaluation report, the Procuring agency/Employer, shall at a time within the bid validity period, publicly open the financial proposals of the technically responsive bidder only. The financial proposal of bidders found technically non-responsive shall be returned un-opened to the respective bidders after seven days of the announcement of technical evaluation report, except those aggrieved bidder(s) whose complaints are pending before the Grievance Redressal Committee.

<b>28. Confidentiality</b>	28.1	Information relating to the examination, clarification, evaluation and comparison of bids and recommendation of contract award shall not be disclosed to bidders or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report.
	28.2	Any effort by a bidder to influence the Procuring agency/Employer processing of bids or award decisions may result in the rejection of its bid.
	28.3	Notwithstanding <b>ITB 28.2</b> from the time of bid opening to the time of contract award, if any bidder wishes to contact the Procuring agency/Employer on any matter related to the bidding process, it should do so in writing or in electronic forms that provides record of the content of communication.
<b>29. Clarification of Bids</b>	29.1	To assist in the examination, evaluation and comparison of bids, the Procuring agency/Employer may, ask any bidder for a clarification of its bid including breakdown of prices invariably in writing. Any clarification submitted by a bidder that is not in response to a request by the Procuring agency/Employer shall not be considered.
	29.2	The request for clarification and the response shall be in writing or in electronic forms that provide record of the content of communication. No change in the prices or substance of the bid shall be sought, offered, or permitted, except clarification for the correction of arithmetic errors discovered by the Procuring agency/Employer during the evaluation of bids which shall be sought in accordance with <b>ITB 32</b> .
	29.3	The alteration or modification in the bid which in any case affect the following parameters will be considered as a change in the substance of a bid: <ul style="list-style-type: none"> <li>a) evaluation &amp; qualification criteria;</li> <li>b) required scope of work;</li> <li>c) contract price;</li> <li>d) all securities requirements;</li> <li>e) tax requirements;</li> <li>f) terms and conditions of bidding documents.</li> <li>g) change in the ranking of the bidder</li> </ul>
	29.4	From the time of bid opening to the time of Contract award if any bidder wishes to contact the Procuring agency/Employer on any matter related to the bid it should do so in writing or in electronic forms that provide record of the content of communication.

<p><b>30. Preliminary Examination of Bids</b></p>	<p>30.1</p>	<p>Prior to the detailed evaluation of bids, the Procuring agency/Employer will determine whether each bid:</p> <ul style="list-style-type: none"> <li>a) meets the eligibility criteria defined in <b>ITB 3</b> and <b>ITB 4</b>;</li> <li>b) has been prepared as per the format and contents defined by the Procuring agency/Employer in the bidding documents;</li> <li>c) has been properly signed;</li> <li>d) is accompanied by the required securities; and</li> <li>e) is substantially responsive to the requirements of the bidding documents.</li> </ul> <p>The Procuring agency/Employer's determination of a bid's substantial responsiveness will be based on the contents of the bid itself.</p>
	<p>30.2</p>	<p>A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one that: -</p> <ul style="list-style-type: none"> <li>a) affects in any substantial way the scope, quality, or performance of the Works;</li> <li>b) limits in any substantial way, inconsistent with the bidding documents, the Procuring agency/Employer's rights or the bidders' obligations under the Contract; or</li> <li>c) if rectified, would affect unfairly the competitive position of other bidders presenting substantially responsive bids.</li> </ul>
	<p>30.3</p>	<p>The Procuring agency/Employer will confirm that the documents and information specified under <b>ITB 11, 12</b> and <b>13</b> have been provided in the bid. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Bidders, the bid shall be rejected.</p>
	<p>30.4</p>	<p>The Procuring agency/Employer may waive-off any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.</p> <p><i>Explanation: A minor informality, non-conformity or irregularity is one that is merely a matter of form and not of substance. It also pertains to some immaterial defect in a Bid or variation of a bid from the exact requirements of the invitation that can be corrected or</i></p>

		<p><i>waived without being prejudicial to other bidders. The defect or variation is immaterial when the effect on quantity, quality, or delivery is negligible when contrasted with the total cost or scope of the works. The Procuring agency/Employer either shall give the bidder an opportunity to cure any deficiency resulting from a minor informality or irregularity in a bid or waive the deficiency, whichever is advantageous to the Procuring agency/Employer. Examples of minor informalities or irregularities include failure of a bidder to –</i></p> <p><i>(a) Submit the number of copies of signed bids required by the invitation;</i></p> <p><i>(b) Furnish required information concerning the number of its employees;</i></p> <p><i>(c) the firm submitting a bid has formally adopted or authorized, before the date set for opening of bids, the execution of documents by typewritten, printed, or stamped signature and submits evidence of such authorization and the bid carries such a signature.</i></p>
	30.5	<p>Provided that a Technical Bid is substantially responsive, the Procuring agency/Employer may request the bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Technical Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any such aspect of the technical Proposal linked with the ranking of the bidders. Failure of the bidder to comply with the request may result in the rejection of its bid.</p>
	30.6	<p>Provided that a Technical Bid is substantially responsive, the Procuring agency/Employer shall rectify quantifiable nonmaterial nonconformities or omissions related to the Financial Proposal. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the missing or nonconforming item or component.</p>
	30.7	<p>If a bid is not substantially responsive, it will be rejected by the Procuring agency/Employer and may not subsequently be evaluated for complete technical responsiveness.</p>
<b>31. Examination of Terms and Conditions; Technical Evaluation</b>	31.1	<p>The Procuring agency/Employer shall examine the bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the bidder without any material deviation or reservation.</p> <p>For this purpose:</p>

		<p>“Deviation” means departure from the requirements specified in the Bidding Document.</p> <p>“Reservation” means setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document.</p>
	31.2	The Procuring agency/Employer shall evaluate the technical aspects of the bid submitted in accordance with <b>ITB 31</b> , to confirm that all requirements specified in <b>Section V - Works Requirement, Technical Specifications</b> of the Bidding Documents have been met without material deviation or reservation.
	31.3	If after the examination of the terms and conditions and the technical evaluation, the Procuring agency/Employer determines that the bid is not substantially responsive in accordance with <b>ITB 30</b> , it shall reject the bid.
<b>32. Correction of Arithmetic Errors</b>	32.1	<p>Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -</p> <ul style="list-style-type: none"> <li>a) if there is a discrepancy between unit prices and the sub-total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the sub-total price shall be corrected, unless in the opinion of the Procuring agency/Employer there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;</li> <li>b) if there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail, and the total shall be corrected; and</li> <li>c) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.</li> <li>d) Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.</li> </ul>
	32.2	The amount stated in the Bid will, be rectified by the Procuring agency/Employer in accordance with the above procedure for the correction of errors and, with, the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount, its bid shall be rejected

		after forfeiture of Bid Security or execution of the Bid Securing Declaration, as the case may be, in accordance with <b>ITB 19.9</b> .
<b>33. Conversion to Single Currency</b>	33.1	The unit rates and the prices shall be quoted by the bidder entirely in Pak rupees. A bidder expecting to incur expenditures in other currencies for inputs to the Works from outside the Procuring agency/Employer's country (referred to as the "Foreign Currency Requirements") shall indicate the same in the letter of bid-financial proposal. The proportion of the Bid Price (excluding Provisional Sums) needed by him for the payment of such Foreign Currency Requirements either (i) entirely in the currency of the Bidder's home country or, (ii) at the bidder's option, entirely in Pak rupees provided always that a bidder expecting to incur expenditures in a currency or currencies other than those stated in (i) and (ii) above for a portion of the foreign currency requirements, and wishing to be paid accordingly, shall indicate the respective portions in his bid.
	33.2	To facilitate evaluation and comparison, the Procuring agency/Employer will convert all bid prices expressed in the amounts in various currencies in which the bid prices are payable. For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of (financial part of) bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day.
	33.3	The currency selected for converting bid prices to a common base for the purpose of evaluation, along with the source and date of the exchange rate, are specified in the <b>BDS</b> .
<b>34. Evaluation of Bids</b>	34.1	The Procuring agency/Employer shall evaluate and compare only the bids determined to be substantially responsive, pursuant to <b>ITB 30</b> .
	34.2	In evaluating the Technical Proposal of each Bid, the Procuring agency/Employer shall use the criteria and methodologies listed in the <b>BDS</b> and in terms of works requirement. No other evaluation criteria or methodologies shall be permitted.
	34.3	The Procuring agency/Employer's evaluation of a bid will take into account: <ul style="list-style-type: none"> <li>a) the bid price, excluding provisional sums and the provision, if any, for contingencies in the summary bill of quantities, but including day work items, where priced competitively;</li> </ul>



		<p>b) price adjustment for correction of arithmetic errors in accordance with <b>ITB 32.1</b>;</p> <p>c) converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with <b>ITB 33</b>;</p>
	34.4	The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.
	34.5	If these bidding documents allow bidders to quote separate prices for different lots, and the award to a single bidder of multiple lots, the methodology of evaluation to determine the lowest evaluated lot combinations in the Form of Bid, is specified in the <b>BDS</b> .
	34.6	<p>If the bid, which results in the Evaluated Bid Price (Most Advantageous Bid), is seriously unbalanced or front loaded in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the performance security be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.</p> <p><b>Explanation:</b>  <i>“Unbalanced” or “front-loaded” bids consist of deliberately submitting bids with artificially high prices or unit rates for the early stages of a construction project, offset by artificially low prices or unit rates for the later stages of the project, to improve the contractor’s cash flow.</i></p>
<b>35. 35. Domestic Preference</b>	35.1	If the <b>BDS</b> so specifies, the Procuring agency/Employer will grant a margin of preference to the domestic contractor in line with the rules, regulations, regulatory guides or instructions issued by the Authority from time to time.
<b>36. Determination of Most Advantageous Bid</b>	36.1	The Procuring agency/Employer shall compare the evaluated bids in accordance with the predefined bidding procedure, of all substantially responsive bids to determine the Most Advantageous bidder.

37. Qualification of Bidder	37.1	<p>The Procuring agency/Employer shall determine to its satisfaction whether the bidder is substantially responsive and whose bid is declared as most advantageous bid either continues to meet (if prequalification applies) or meets (if post-qualification applies) the qualifying criteria specified in Evaluation and Qualification Criteria.</p> <p><i>Note: In case of international bidding, the parameters for incorporation or licensing within Pakistan may be fulfilled as part of post qualification.</i></p>
	37.2	<p>The determination shall be based upon an examination of the documentary evidence of the bidder’s qualifications submitted by the bidder, pursuant to <b>ITB 12</b>.</p>
	37.3	<p>Prior to contract award, the Procuring agency/Employer will verify that the successful bidder (including each member of a JV) is not blacklisted/debarred. The Procuring agency/Employer will conduct the same verification for each sub-contractor proposed by the successful bidder.</p>
38. Sub-Contractors	38.1	<p>The bidder shall provide details regarding any specialized sub-contractor to the Procuring agency/Employer. In case change of sub-contractors, the bidder shall promptly notify the Procuring agency/Employer and obtain approval for replacement of sub-contractors. <b>(Deleted/Not Applicable/Not Used)</b></p>
	38.2	<p>Bidders may propose sub-contracting up to the percentage of total value of contracts or the volume of works as specified in the <b>BDS. ((Deleted/Not Applicable/Not Used)</b></p>
39. Abnormally Low Financial Bid	39.1	<p>Where the bid price is considered to be abnormally low, the Procuring agency/Employer shall perform price analysis either during determination of Most Advantageous Bid or as a part of the post-qualification process. The following process shall apply:</p> <ol style="list-style-type: none"> <li>a) The Procuring agency/Employer may reject a bid if the Procuring agency/Employer has determined that the price in combination with other constituent elements of the bid is abnormally low in relation to the subject matter of the procurement (i.e. scope of the procurement or ancillary services) and raises concerns as to the capability and capacity of the respective Bidder to perform that contract;</li> <li>b) Before rejecting an abnormally low bid the Procuring agency/Employer shall request the bidder an explanation of the bid or of those sections which it</li> </ol>

		<p>considers contribute to the bid being abnormally low; take account of the evidence provided in response to a request in writing; and subsequently verify the bid or parts of the bid being abnormally low;</p> <p>c) The decision of the Procuring agency/Employer to reject a bid and reasons for the decision shall be recorded in the procurement proceedings and promptly communicated to the bidder concerned;</p> <p>d) The Procuring agency/Employer shall not incur any liability solely by rejecting abnormally bid; and</p> <p>e) An abnormally low bid means, in the light of the Procuring agency/Employer’s estimate and of all the bids submitted, the bid appears to be abnormally low by not providing a margin for normal levels of profit.</p> <p><b>Guidance for Procuring agency/Employer:</b>  In order to identify the Abnormally Low Bid (ALB) following approaches can be considered to minimize the scope of subjectivity:</p> <p>(i) Comparing the bid price with the cost estimate;</p> <p>(ii) Comparing the bid price with the bids offered by other bidders submitting substantially responsive bids; and</p> <p>(iii) Comparing the bid price with prices paid in similar contracts in the recent past either government- or development partner-funded.</p>
	39.2	The Procuring agency/Employer will determine to its satisfaction whether the bidder that is selected as having submitted the most advantageous bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in <b>ITB 12</b>
	39.3	The determination will take into account the bidder’s financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidder’s qualifications submitted by the bidder, pursuant to <b>ITB 12</b> , as well as such other information as the Procuring agency/Employer deems necessary and appropriate. Factors not included in these bidding documents shall not be used in the evaluation of the bidders’ qualifications.
	39.4	Procuring agency/Employer may seek “Certificate for Independent Price Determination” from the bidder and the results of reference checks may be used in determining award of contract.

		<b>Explanation:</b> The Certificate shall be furnished by the bidder. The bidder shall certify that the price is determined keeping in view of all the essential aspects such as raw material, its processing, value addition, optimization of resources due to economy of scale, transportation, insurance and margin of profit etc.
	39.5	An affirmative determination will be a prerequisite for award of the contract to the bidder. A negative determination will result in rejection of the bidder's bid, in which event the Procuring agency/Employer will proceed to the next ranked bidder to make a similar determination of that bidder's capabilities to perform satisfactorily.

## F. AWARD OF CONTRACT

<b>40. Criteria of Award</b>	40.1	Subject to <b>ITB 36</b> and <b>37</b> , the Procuring agency/Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has been declared as Most Advantageous Bidder, provided that such bidder has been determined to be: <ul style="list-style-type: none"> <li>a) eligible in accordance with the provisions of <b>ITB 3</b>;</li> <li>b) is determined to be qualified to perform the Contract satisfactorily; and</li> <li>c) Successful negotiations have been concluded, if any.</li> </ul>
<b>41. Negotiations</b>	41.1	The Committee of the Procuring agency/Employer may negotiate with the Most Advantageous Bidder relating to the following areas: <ul style="list-style-type: none"> <li>(a) a minor alteration to the technical (drawings, design technical specifications) details of the statement of works;</li> <li>(b) Methodology, work plan, staffing in view to streamline the work;</li> <li>(c) a minor amendment to the special conditions of Contract;</li> <li>(d) finalizing payment arrangements;</li> <li>(e) clarifying details that were not apparent or could not be finalized at the time of Bidding;</li> </ul>
	41.2	Where negotiation fails to result into an agreement, the Procuring agency/Employer may invite the next ranked bidder for negotiations. Where negotiations are commenced with the next ranked bidder, the Procuring agency/Employer shall not reopen earlier negotiations.
<b>42. Procuring agency/Employer's Right to reject All Bids</b>	42.1	Notwithstanding <b>ITB 37</b> , the Procuring agency/Employer reserves the right to reject all the bids, and to annul the bidding process at any time prior to acceptance of bid, without thereby incurring any liability to the affected bidder(s). However, the

		Authority (i.e. PPRA) may call from the Procuring agency/Employer the justification of those grounds.
	42.2	Notice of the rejection of all bids shall be given promptly to all bidders that have submitted bids.
	42.3	The Procuring agency/Employer shall upon request communicate to any bidder the grounds for its rejection of its bids, but is not required to justify those grounds.
<b>43. Variations</b>	43.1	<p>The Engineer shall make any variation in the quantity of the Works or any part thereof that may, in his opinion, be necessary and for that purpose, or if for any other reason it shall, in his opinion, be appropriate, he shall have the authority to instruct the Contractor to do and the Contractor shall do any of the following:</p> <ol style="list-style-type: none"> <li>a) increase or decrease the quantity of any work included in the Contract,</li> <li>b) omit any such work (but not if the omitted work is to be carried out by the Employer or by another contractor),</li> <li>c) change the character or quality or kind of any such work,</li> <li>d) change the levels, lines, position and dimensions of any part of the Works,</li> <li>e) execute additional work of any kind necessary for the completion of the Works, or</li> <li>f) change any specified sequence or timing of construction of any part of the Works.</li> </ol> <p>No such variation shall in any way vitiate or invalidate the Contract, but the effect, if any, of all such variations shall be valued in accordance with <b>ITB 15</b>. Provided that where the issue of an instruction to vary the Works is necessitated by some default of or breach of contract by the Contractor or for which he is responsible, any additional cost attributable to such default shall be borne by the Contractor.</p>
<b>44. Instructions for variations</b>	44.1	The Contractor shall not make any such variation without an instruction of the Engineer. Provided that no instruction shall be required for increase or decrease in the quantity of any work where such increase or decrease is not the result of an instruction given under this Clause, but is the result of the quantities exceeding or being less than those stated in the Bill of Quantities.
<b>45. Valuation of Variations</b>	45.1	All variations and any additions to the Contract Price which are required to be determined in accordance with <b>ITB 15</b> (for the purposes of this Clause referred to as "varied work"), shall be valued at the rates and prices set out in the Contract if, in the opinion of the Engineer, the same shall be applicable. If the Contract does not contain any rates or prices applicable to the

		<p>varied work, the rates and prices in the Contract shall be used as the basis for valuation so far as may be reasonable, failing which, after due consultation by the Engineer with the Procuring agency/Employer and the Contractor, suitable rates or prices shall be agreed upon between the Engineer and the Contractor. In the event of disagreement, the Engineer shall fix such rates or prices as are, in his opinion, appropriate and shall notify the Contractor accordingly, with a copy to the Employer. Until such time as rates or prices are agreed or fixed, the Engineer shall determine provisional rates or prices to enable on-account payments to be included in certificates issued in accordance with <b>ITB 15</b>.</p>
<b>46. Notification of Award</b>	46.1	<p>Prior to the award of contract, the Procuring agency/Employer shall issue a Final Evaluation Report giving justification for acceptance or rejection of the bids.</p>
	46.2	<p>Where no complaints have been lodged, the bidder whose bid has been accepted will be notified of the award by the Procuring agency/Employer prior to expiration of the bid validity period in writing or through electronic means that provide record of the content of communication. However, the Procuring agency/Employer shall not award any procurement contract at least for fifteen (15) days after the acceptance of bid. The notification letter (herein after and in the condition of the contract and contract form called "Letter of Acceptance" will specify the sum that the Procuring agency/Employer will pay the successful bidder in consideration for the execution and completion of the works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).</p>
	46.3	<p>The notification of award will constitute the formation of the Contract, subject to the bidder furnishing the Performance Security (or guarantee) in accordance with <b>ITB 48</b> and signing of the contract in accordance with <b>ITB 47</b>.</p>
	46.4	<p>Upon the successful bidder's furnishing of the performance security (or guarantee) pursuant to <b>ITB 48</b>, the Procuring agency/Employer will promptly notify each unsuccessful bidder, the name of the successful bidder and the Contract amount and will discharge the Bid Security or Bid Securing Declaration of the bidder(s) pursuant to <b>ITB 19</b>.</p>
<b>47. Signing of Contract</b>	47.1	<p>Promptly after notification of award, Procuring Agency/Employer shall send the successful bidder the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract.</p>

	47.2	Immediately after the Redressal of grievance by the GRC, and after fulfillment of all conditions' precedent of the Contract Form, the successful bidder and the Procuring Agency/ Employer shall sign the contract.
	47.3	Where no formal signing of a contract is required, work order issued to the bidder shall be construed to be the contract.
<b>48. Performance Security (or Guarantee)</b>	48.1	After the receipt of the Letter of Acceptance, the successful bidder, within the specified time, shall deliver to the Procuring agency/Employer a Performance Guarantee in the amount and in the form stipulated in the <b>BDS and SCC</b> , denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.
	48.2	<p>If the Performance Guarantee is provided by the successful bidder and it shall be in the form specified in the <b>BDS</b> which shall be in any of the following:</p> <ul style="list-style-type: none"> <li>(a) certified cheque, cashier's or manager's cheque, or bank draft;</li> <li>(b) irrevocable letter of credit issued by a scheduled bank of Pakistan or in the case of an irrevocable letter of credit issued by a foreign bank, the letter shall be confirmed or authenticated by a scheduled bank of Pakistan;</li> <li>(c) bank guarantee confirmed by a reputable local bank or, in the case of a successful foreign bidder, bonded by a foreign bank; or</li> <li>(d) surety bond callable upon demand issued by any reputable surety or insurance company.</li> </ul> <p>Any Performance Guarantee submitted shall be enforceable in Pakistan.</p>
	48.3	Failure of the Most Advantageous Bidder to comply with the requirement of <b>ITB 47</b> shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security or declare blacklisted (in case bid securing declaration is submitted) in which event the Procuring agency/Employer may make the award to the next most advantageous bidder or reinitiate the procurement process afresh (as a case may be).
<b>49. Advance Payment</b>	49.1	Advance payment will be provided to the bidder in percentage and in the manner as agreed by the both parties in terms of Conditions of the Contract. <b>(Deleted/Not Applicable/Not Used)</b>
	49.2	The Procuring agency/Employer will provide an advance payment as stipulated in the Conditions of Contract, subject to a maximum amount, as stated and/or Conditions of the Contract. The advance payment request shall be accompanied by an advance payment security (guarantee) in the form provided in

		Section X. For the purpose of receiving the advance payment, the bidder shall make and estimate of, and include in its bid, the expenses that will relate to the purchase of equipment, machinery, materials, and on the engagement of labor during the first month beginning with the date of the Procuring agency/Employer’s “Notice to Commence” as specified in the SCC. <b>(Deleted/Not Applicable/Not Used)</b>
<b>50. General Performance of the Bidders</b>	50.1	The Procuring agency/Employer reserves the right to obtain information regarding performance of the bidders on their previously awarded contracts / works. The Procuring agency/Employer may seek information / report from the previous employer for consideration. However, the Procuring agency/Employer shall incorporate such parameters in the evaluation criteria and accordingly decide the fate of the bid submitted.
<b>51. Corrupt &amp; Fraudulent Practices</b>	51.1	Procuring agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/Suppliers/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts, and will avoid to engage in any corrupt and fraudulent practices.

#### **G. GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM**

<b>52. Constitution of Grievance Redressal</b>	52.1	Procuring agency/Employer shall constitute a Grievance Redressal Committee (GRC) comprising of odd number of persons with proper power and authorization to address the complaint. The GRC shall not have any of the members of Procurement Evaluation Committee. The committee must have one subject specialist depending the nature of the procurement.
<b>53. GRC Procedure</b>	53.1	Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the prequalification or bidding documents found contrary to provision of Procurement Regulatory Framework, and the same shall be addressed by the GRC well before the bid submission deadline.
	53.2	Any bidder feeling aggrieved by any act of the Procuring agency/Employer after the submission of his bid may lodge a written complaint concerning his grievances not later than seven days of the announcement of technical evaluation report and five days after issuance of final evaluation report.



	53.3	In case, the complaint is filed against the technical evaluation report, the GRC shall suspend the procurement proceedings.
	53.4	In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report: Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelope bidding procedure is adopted.
	53.5	The GRC, in both the cases shall investigate and decide upon the complaint within ten days of its receipt.
	53.6	Any bidder or the Procuring agency/Employer not satisfied with the decision of the GRC may file Appeal before the Appellate Committee of the Authority on prescribed format after depositing the Prescribed fee.
	53.7	The Committee, upon receipt of the Appeal against the decision of the GRC complete in all respect, shall serve notices in writing upon all the parties to Appeal.
	53.8	The committee shall call the record from the concerned Procuring agency/Employer or the GRC as the case may be, and the same shall be provided within prescribed time.
	53.9	The committee may after examination of the relevant record and hearing all the concerned parties, shall decide the complaint within fifteen (15) days of receipt of the Appeal.
	53.10	The decision of the Committee shall be in writing and shall be signed by the Head and each Member of the Committee. The decision of the committee shall be final.

## H. MECHANISM OF BLACKLISTING

<b>54. Mechanism of Blacklisting</b>	54.1	The Procuring agency/Employer shall bar for not more than the time prescribed in Rule-19 of the Public Procurement Rules, 2004, from participating in their respective procurement proceedings, bidder or contractor who either: Involved in corrupt and fraudulent practices as defined in Rule-2 of Public Procurement Rules; i) Fails to perform his contractual obligations; and ii) Fails to abide by the id securing declaration;
	54.2	The show cause notice shall contain: (a) precise allegation, against the bidder or contractor; (b) the maximum period for which the Procuring agency/Employer proposes to debar the bidder or contractor from participating in any public procurement of the Procuring agency/Employer; and (c) the

		statement, if needed, about the intention of the Procuring agency/Employer to make a request to the Authority for debarring the bidder or contractor from participating in public procurements of all the procuring agencies.
	54.3	The Procuring agency/Employer shall give minimum of seven days to the bidder or contractor for submission of written reply of the show cause notice.
	54.4	In case, the bidder or contractor fails to submit written reply within the requisite time, the Procuring agency/Employer may issue notice for personal hearing to the bidder or contractor/ authorize representative of the bidder or contractor and the Procuring agency/Employer shall decide the matter on the basis of available record and personal hearing, if availed.
	54.5	In case the bidder or contractor submits written reply of the show cause notice, the Procuring agency/Employer may decide to file the matter or direct issuance of a notice to the bidder or contractor for personal hearing.
	54.6	The Procuring agency/Employer shall give minimum of seven days to the bidder or contractor for appearance before the designated officer of the Procuring agency/Employer for personal hearing. The designated officer shall decide the matter on the basis of the available record and personal hearing of the bidder or contractor, if availed.
	54.7	The Procuring agency/Employer shall decide the matter within fifteen (15) days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.
	54.8	The Procuring agency/Employer shall communicate to the bidder or contractor the order of debarring the bidder or contractor from participating in any public procurement with a statement that the bidder or contractor may, within thirty (30) days, prefer a representation against the order before the Authority.
	54.9	Such blacklisting or barring action shall be communicated by the Procuring agency/Employer to the Authority and respective bidder or bidders in the form of decision containing the grounds for such action. The same shall be publicized by the Authority after examining the record whether the procedure defined in blacklisting and debarment mechanism has been adhered to by the Procuring agency/Employer.

	54.10	The bidder may file the review petition before the Review Petition Committee Authority within thirty (30) days of communication of such blacklisting or barring action after depositing the prescribed fee and in accordance with "Procedure of filing and disposal of review petition under Rule-19(3) Regulations, 2021". The Committee shall evaluate the case and decide within ninety (90) days of filing of review petition.
	54.11	The committee shall serve a notice in writing upon all respondent of the review petition. The notices shall be accompanied by the copies of review petition and all attached documents of the review petition including the decision of the Procuring agency/Employer. The parties may file written statements along with essential documents in support of their contentions. The Committee may pass such order on the representation may deem fit.
	54.12	The Authority on the basis of decision made by the committee either may debar a bidder or contractor from participating in any public procurement process of all or some of the procuring agencies for such period as the deemed appropriate or acquit the bidder from the allegations. The decision of the Authority shall be final.

*SECTION III: BID DATA SHEET*

## Bid Data Sheet (BDS)

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

BDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders
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### A. Introduction

1.	1.1	<p><b>Name of Procuring Agency/Employer:</b>  <i>Jamshoro Power Company Limited (JPCL), a company incorporated and existing under the laws of the Islamic Republic of Pakistan, having its principal place of business at Mohra Jabal, Dadu Road, Jamshoro, Pakistan</i></p> <p><b>The subject of procurement is:</b>  <i>The Rehabilitation of existing asphalt road to the thickness of 50mm wearing course, walkways both sides, median including providing and fixing of kerb stones along O&amp;M staff residence (Chinese Living Camp) located at JPCL Jamshoro</i></p> <p><b>Period for completion of the works:</b>  <i>Within 60 days from the date of commencement</i></p> <p><b>Commencement date execution of the works:</b>  <i>Within seven (7) days of issuance of "Notice to Commence- NTC"</i></p> <p><b>Type of Procurement:</b> <i>National competitive bidding                      TNCB-12/CIVIL/CFPP/JPCL/2024-25</i></p>
2.	2.1	<p><b>Financial year for the operations of the Procuring agency/Employer:</b>  <i>Financial year 2024-25</i></p> <p><b>Name of Project</b>  <i>The Rehabilitation of existing asphalt road to the thickness of 50mm wearing course, walkways both sides, median including providing and fixing of kerb stones along O&amp;M staff residence (Chinese Living Camp) located at JPCL, Jamshoro</i></p> <p><b>Name of financing institution:</b>                      Federal Government PSDP</p> <p><b>Name and identification number of the Contract:</b>                      TNCB-12/CIVIL/CFPP/JPCL/2024-35</p>

3.	3.1	<p><b>This Clause ITB.3 is substituted with the following:</b>  <i>Bidding is open to all firms and contractors meeting requirements and satisfying all relevant licensing and/or registration with the appropriate statutory bodies in Pakistan as prescribed in IB.3 and listed below;</i></p> <p>(a) The Bidder must be financially and technically sound - capable to perform the contract:</p> <p>(b) <i>Duly Licensed and renewed by PEC for FY 2024-25 in the appropriate category for value of the Works in the financial category of C-3 &amp; above and Technical Category of CE-01 and CE 09.</i></p> <p>(c) Registered and be on active tax payer list of the (FBR) <i>and registration with Sindh Revenue Board.</i></p> <p>(d) Registered with (S&amp;EC) or Registrar of Firms / Submission of Affidavit for Sole Proprietorship on Judicial Stamp Paper.</p> <p>(e) An affidavit to the effect that the Bidder is not blacklisted or debarred.</p>
4.	3.1	<p>Maximum number of members in the joint venture, consortium shall be:  <i>Not Allowed/Permitted</i></p>

### B. Bidding Documents

5.	7.2	<p><b>The number of copies to be completed and returned is</b>  One Original and 02 <i>number of certified true copies of original</i></p>
6.	8.1	<p>The address for clarification of Bidding Documents is</p> <p><b><i>Project Director PIU</i></b>  660MW, Coal Fired Power Project Jamshoro,  Jamshoro Power Company Limited (JPCL) Mohra Jabal, Sehwan Dadu Road Jamshoro  Email: <i>pdpiu@jpcl.com.pk</i>  Telephone: +92 (22) 9213744</p>
	8.5	<p><b>Pre-bid meeting/Site visit will be held:</b>  <i>Pre -bid meeting will take place at 1200 Hrs. on Wednesday, 18-12-2024 at JPCL Conference Room, 1<sup>st</sup> Floor, Main Admin Building, Mohra Jabal, Sehwan-Dadu Road, Indus Highway, TPS Jamshoro</i></p>

### C. Preparation of Bids

7.	10.1	<p><b>The Language of all correspondences and documents related to the Bid is:</b> <i>English language</i></p>
8.	11.1 (i)	<p>In addition to the documents stated in <b>ITB 11</b>, the following documents must be included with the Bid</p>

		<ul style="list-style-type: none"> <li>• Covering Letter</li> <li>• Form of Bid duly filled in, signed and sealed</li> <li>• Bid Security</li> <li>• Power of Attorney</li> <li>• Documents establishing bidder's Eligibility and Qualification information.</li> <li>• Documents establishing conformity of work to the bidding documents</li> </ul>
9.	11.5	<p>Other procurement specific documentation requirements are:</p> <ul style="list-style-type: none"> <li>• Work Plan &amp; Schedule (Detailed construction timelines and methodology)</li> <li>• Material Test Reports (Quality assurance for asphalt, concrete, aggregates and soil)</li> <li>• Safety Plan (worker safety measures etc.)</li> </ul>
10.	15.5	<p>The bid price shall be adjusted in accordance with Appendix A - Formula for Price Adjustment.</p> <p><b>Not Applicable</b></p>
11.	15.6	<p><b>Name of the works</b></p> <p><i>The Rehabilitation of existing asphalt road to the thickness of 50mmwearing course, walkways both sides, median including providing and fixing of kerb stones along O&amp;M staff residence (Chinese Living Camp) at JPCL as per Schedule of Requirement, Section-V of this Tender Document.</i></p> <p><b>The identification No.</b></p> <p>The No. and identification of lots (contracts) comprising this open competitive bid</p> <p><b>TNCB-12/CIVIL/CFPP/JPCL/2024-25</b> _____</p>
12.	16.1	The currency of the Bid shall be <b>Pakistani Rupee</b>
13.	18.1	The Bid Validity period shall be <b>120 days</b> .
14.	19.1	<p><b>The amount of Bid Security shall be</b></p> <p>The amount of Bid Security shall be Rs. 4,465,000/- approximately. The bid security shall be in the shape of CDR from any schedule bank of Pakistan and shall remain valid twenty-eight (28) days after the Bid Validity Period and enclosed with Technical Proposal.</p> <p>The currency of the Bid Security shall be: Pakistani Rupee</p>
15.	19.3	<p><b>The Bid Security shall be in the form of:</b></p> <p><i>CDR (Call Deposit Receipt), or Bank Guarantee enforceable in Pakistan</i></p>

16.	19.3 (c)	Other forms of security are: <b>Not Applicable</b>
17.	20.1	<b>Alternative Bids to the requirements of the Bidding Documents</b> will not be permitted.
18.	20.2	If alternative scheduled for execution of work is explicitly invited (please insert the method for evaluation of different schedules for execution of works) <b>Not Applicable</b>
19.	22.1	<b>The number of copies of the Bid to be completed and returned shall be three (3); One Original, two certified true copies.</b>
20.	22.2	<b>The written confirmation of authorization to sign on behalf of the Bidder shall consist of:</b> <i>Duly notarized Power of Attorney authorizing the signatory of the Bidder to submit the Bid with CNIC No., Cell. No. Address and the identification deemed necessary by the Procuring Agency</i>

#### D. Submission of Bids

21.	23.2 (a)	<b>Bid shall be submitted</b>  <i>Office of Project Director PIU, 660MW, Jamshoro Coal Fired Power Project, Mohra Jabal, Dadu Road, Indus Highway, Jamshoro, Sindh-Pakistan</i>
22.	23.2 (b)	<b>Title of the subject Procurement or Project name:</b>  <i>The Rehabilitation of existing asphalt road to the thickness of 50mmwearing course, walkways both sides, median including providing and fixing of kerb stones along O&amp;M staff residence (Chinese Living Camp) located at JPCL Jamshoro as per Schedule of Requirement, Section-V of this Tender Document.</i>  ITB title and No: <b>TNCB-12/CIVIL/CFPP/JPCL/2024-25</b>  Statement <b>"DO NOT OPEN BEFORE DEADLINE"</b>
23.	24.1	<b>The deadline for Bid submission is</b>  a) Day: Tuesday b) Date:31-12-2024 c) Time:1200 Hrs.

#### E. Opening and Evaluation of Bids

24.	27.1	<b>The Bid opening shall take place at:</b>  <i>Bids will be opened at JPCL Conference Room, 1<sup>st</sup> Floor, Main Admin Building, Mohra Jabal, Dadu Road, Indus Highway TPS Jamshoro.</i>
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		<p><i>Day: Tuesday</i>  <i>Date: 31-12-2024</i>  <i>Time: 12:30 Hrs.</i></p> <p><i>In case of any gazetted holiday, unforeseen reasons, unrest or force majeure, or gazetted holiday which may cause delay on the bid opening date, the bids shall be opened on the next working day at the same place and time.</i></p> <p><i>The opening date of Financial Proposal will be communicated to the eligible bidders by the Procuring Agency later on.</i></p>
25.	33.2	<p>The currency that shall be used for Bid evaluation and comparison purposes to convert all Bid prices expressed in various currencies is: <b>Pakistani Rupees</b></p> <p><b>The source of exchange rate shall be:</b> NBP/SBP</p> <p>The date of exchange rate shall be:  <b>The date of Financial Bid Opening</b></p>
26.	33.3	<p>The bids shall be quoted in <b>Pakistani Rupee abbreviated as PKR. Its symbol is Rs.</b></p>
27.	34	<p><b>Evaluation Techniques</b>  <b>Least Cost Based Selection (LCBS)</b></p> <p>After meeting the requirements of eligibility, qualification and substantial responsiveness, the bid in compliance with all the mandatory (drawings/ design/ technical specifications /requirements and/or requisite quality threshold (70%)), shall be evaluated for Technical Proposal and having lowest evaluated cost (or financial proposal) shall be considered highest ranked bid (The most Advantageous Bid)</p>
28.	34	<p>Specific criteria in case evaluating the bids submitted by JVs and consortium to be used in the evaluation and their evaluation method or reference to the Technical Specifications.</p> <p><b>Not Applicable</b></p>
29.	34	<p>In case of award to a single Bidder of multiple lots; the methodology of evaluation to determine the lowest evaluated Lot combinations, in the Form of Bid is "<b>combined lot as a package</b>" and bids will be evaluated on a package basis and partial bids for individual items will not be entertained as detailed in Section-V, "Evaluation".</p>
30.	35	<p><b>Domestic preference not applicable.</b></p>
31.	38.2	<p><b>Sub-contracting (please insert percentage) of the total value of the contract.</b></p> <p>Maximum percentage that can be subcontracted, ranges from 20% to 30%. Only non-critical or the specialized tasks can be subcontracted to specific experienced sub-contractors for specialized works with prior approval of the client with</p>

		condition that the main contractor retains the full responsibility of the quality and timeline. <b>(Deleted/Not Applicable/Not Used)</b>
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### F. Award of Contract

32.	48	The Performance Security (or guarantee) shall be an <i>amount up to 10 percent of the Contract Price</i>
33.	48	The Performance Security (or guarantee) shall be in the form of: <i>CDR /Bank Guarantee</i> enforceable in Pakistan for entire contract period up to Defects Notice Period "DNP"/Defects Liability Period "DLP"

### G. Review of Procurement Decisions

34.	53.6	<b>The Address of PPRA to submit a copy of appeal:</b> Grievance Redressal Appellate Committee, Public Procurement Regulatory Authority 1 <sup>st</sup> Floor, G-5/2, Islamabad, Pakistan Tel: +92-51-9202254
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## **Section IV. ELIGIBLE COUNTRIES**

All the bidders are allowed to participate in the subject procurement without regard to nationality, except bidders of some nationality, prohibited in accordance with policy of the Federal Government.

Following countries are ineligible to participate in the procurement process:

1. India
2. Israel

## **SECTION-V SCHEDULE OF REQUIREMENT**

- 1. EVALUATION AND QUALIFICATION CRITERIA**
- 2. ELIGIBILITY OF BIDDERS**
- 3. QUALIFICATION REQUIREMENT**
- 4. SCOPE OF WORK**

Scope of Work includes Works Requirement, Technical Specifications, Drawings, Supplementary Information and Bill of Quantities

## 1. EVALUATION AND QUALIFICATION CRITERIA

*[The Procuring agency/Employer shall evaluate the bids in accordance with predefined evaluation and qualification criteria mentioned in this document. No other factors, methods or criteria shall be used. The Bidder shall provide all the information requested in the forms included in the Bidding Forms.]*

*Wherever a Bidder is required to state a monetary amount, Bidders should indicate in the Pakistani currency. In case of foreign currency, the exchange rates shall be taken from State Bank of Pakistan on financial bid opening day. Any error in determining the exchange rates in the Bid, may be corrected in accordance with ITB 32 (Correction of Arithmetic Errors)*

### **EVALUATION:**

In addition to the criteria listed in **ITB 34.3**, the following criteria shall be applied for the evaluation of bids:

#### **Assessment of adequacy of Technical Proposal with Requirements**

Evaluation of the Bidder's Technical Proposal will include an assessment of the Bidder's technical capacity to mobilize key equipment and personnel for the contract consistent with its proposal regarding work methods, scheduling, and material sourcing in sufficient detail and fully in accordance with the requirements stipulated in Section-V "Works Requirements".

#### **Award Criteria for Package:**

Bidders are required to submit a proposal for the entire package. The evaluation of bids will be conducted for all lots within a package. A package typically refers to a grouping of related works, goods, or services that form a single cohesive unit for bidding and evaluation. Bids will be evaluated package-wise, for combined lots within a package. package is treated as a single entity during the evaluation process. The contract will be awarded to the Bidder offering the most advantageous bid to the Procuring agency/Employer for combined package, subject to the selected Bidder meeting the required qualification criteria for combination of lots in a package. In Pakistan, under the Public Procurement Regulatory Authority (PPRA) Rules, a "combined lot as a package" evaluation process applies when procuring entities bundle multiple items or services into one package. The evaluation of such combined lots typically follows a well-defined process to ensure transparency, fairness, and compliance with PPRA regulations. Below is a detailed step-by-step guide: Evaluation criteria for the package state explicitly that bids will be evaluated on a package basis and partial bids for individual items will not be entertained.

#### **Evaluation Process**

##### **(a) Technical Evaluation**

Evaluate the technical compliance of bids against the criteria mentioned in the bidding document. This may include: Conformance to specifications for all items in the package. The evaluation will also include an assessment of the Bidder's capacity to meet the following aggregated requirements as presented in the bid:

- 1) Average annual turnover,
- 2) Financial resources,
- 3) Equipment to be allocated, and
- 4) Personnel to be fielded

### **Technical Expertise**

- Demonstrated experience in the specialized area.
- Certifications, licenses, or qualifications relevant to the scope of work.
- Portfolio or references showcasing past projects of similar complexity and scale.

### **Reputation and References**

- Positive reviews from past clients or contractors.
- Industry reputation for reliability, quality, and professionalism.
- Ability to provide strong references from recent projects.

### **Financial Stability**

- Solid financial standing to ensure they can procure necessary materials and labor.
- History of completing projects without delays due to financial constraints.
- Adequate insurance coverage, including liability and worker's compensation.

### **Compliance and Safety**

- Adherence to relevant codes, regulations, and standards.
- Commitment to safety protocols, demonstrated through training programs or certifications (e.g., OSHA).
- Clean record of safety violations or claims.

### **Resources and Capacity**

- Availability of skilled labor and specialized equipment.
- Adequate staffing to meet deadlines without compromising quality.
- Ability to scale up or adjust resources for project demands.

### **Project Management Capabilities**

- Strong communication and coordination skills to integrate seamlessly with other project teams.
- Proven track record of meeting deadlines and staying within budget.
- Use of modern tools for scheduling, reporting, and documentation.

### **Cost and Value**

- Competitive pricing aligned with market rates.
- Clear and transparent cost estimates.
- Focus on delivering value without compromising quality.

### **Flexibility and Problem-Solving**

- Ability to adapt to changes in scope or unforeseen challenges.
- Creative problem-solving skills to handle technical or logistical issues.
- Responsiveness to feedback and willingness to collaborate.

### **Contractual and Legal Compliance**

- Readiness to sign contracts with clear terms, including warranties and guarantees.
- Familiarity with dispute resolution and contract management procedures.
- Compliance with legal obligations like taxes and employee benefits.

### **Cultural Fit and Teamwork**

- Compatibility with the project's ethos and team dynamics.
- Willingness to work collaboratively with general contractors and other subcontractors.
- Positive attitude and commitment to project goals.

Careful evaluation against these criteria can help hire a main contractor who is reliable, skilled, and capable of delivering quality results. The bids that fail to meet technical criteria for any item in the combined package, will render to be disqualified.

### **(b) Financial Evaluation**

Evaluate only technically qualified bids.

Calculate the total package cost by summing the prices of all items in the lot. The evaluation focuses on the combined total cost rather than individual item costs. Apply any discounts or adjustments offered by bidders for the combined lot. The package is evaluated as a whole, and one bidder is awarded the entire package.

Check compliance with PPRA Rule 38 (lowest evaluated cost).

### **Lowest Evaluated Bidder Selection**

Award the contract to the bidder offering the lowest evaluated cost for the entire package, provided the bid meets all other requirements.

### **Post-Evaluation**

Publish the bid evaluation report on the PPRA website as per Rule 35, providing transparency in the process. Ensure a proper grievance redressal mechanism is in place for complaints.

### **Contract Award**

Issue the Letter of Acceptance to the successful bidder. Sign the contract and specify the delivery schedule for all items in the package.

## 2. ELIGIBILITY OF BIDDERS

*The Procuring agency/Employer shall utilize this criterion for Eligibility of the bidders.  
[Bidder must be responsive in all categories described in the eligibility criteria. Noncompliance any of the requirements mentioned in eligibility criteria will make the bid non-responsive.]*

Sr. No	Parameters	Conformance Requirements for Verification
1.	<b>Nationality:</b> Registration/ Incorporation/ Business Certificate and number of business years in Pakistan with Complete Company profile.	Forms T-2, with attachments of relevant Certificate of incorporation/ registration
2.	<b>Conflict of Interest:</b> The Procuring Agency considers a conflict of interest to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations. The Procuring Agency will take appropriate actions to manage such conflicts of interest, which may include rejecting a proposal for award if it determines that a conflict of interest has flawed the integrity of any procurement process. At the time of bidding, a Bidder may be in a conflict of interest with one or more parties in the bidding process if a Bidder participates in more than one bid in the bidding process,. This will make the Bidder as non-responsive	Forms T-1, Letter of Bid
3.	<b>Blacklisting:</b> Affidavit to the effect that not blacklisted and rendered ineligible for corrupt and Fraudulent practices by any Government (Federal, Provincial or Local) or a public sector organization/Division/ Ministry.	Form T-15 Declaration on notarized paper that the firm/contractor is not blacklisted in any dept./organization
4.	<b>Eligibility throughout the Contract Period.</b> The Bidder shall provide such evidence of their continued eligibility satisfactory to the Procuring Agency, as the Procuring Agency shall reasonably request. Also, an under taking in accordance with Form –T-15 of these Bidding Documents	Form T-15 Declaration on notarized paper that the firm/contractor
5.	<b>Bidder be a Taxpayer/ NTN Certificate/GST Certificate/ On Active Taxpayers List of FBR.</b>	Attach Certificates / relevant documents
6.	<b>Only One Bid Submission by any Bidder.</b> A bidder shall submit only one bid in this bidding process, A bidder who submits or participates in more than one bid will cause all the Bids in which the bidder has participated to be ineligible.	Form T-1 Letter of Bid



7.	Any Bidder who is working with JPCL and has not been completed the awarded work within specified period and the reasons of delay/non-completion are attributable to contractor(s), will not be eligible to participate in this tender.	Procuring Agency will Confirm the status from the JPCL Management
8.	<b>Pending Litigation:</b> For a Bidder, all pending litigation shall be treated as resolved against the Bidder and so shall in total not represent more than fifty (50) percent of the Bidder's net worth. Attach the filled Form T-5 of these bidding documents.	Forms T-5
9.	<b>Un-conditional Bid</b> The Successful Bidder shall comply with all the terms and conditions of the bidding documents. The Bidder who submits the Conditional Bid will be declared as non-responsive.	Forms T-1 Letter of Bid

### 3. QUALIFICATION REQUIREMENT

Credit Marks shall be awarded on the basis of following qualifications; minimum requirements of 50% score in each category is mandatory. Cumulatively, securing 70% marks are must for qualifying in Technical Evaluation. The bidders are required to attach the evidence against each statement where necessary.

Sr. No.	Description Qualification Criteria	Submission Requirements for Verification	Max. Points/ Marks	Evaluators ' Assessment
1.0	<b>General and Specific Experience</b>			
1.1	Projects of similar nature and complexity completed over last 10 years (Mention any three, each carries 5 marks)	Form T-11	15	
1.2	Projects of similar nature and complexity in hand (Currently)	Attach evidence with Form T-124	10	
1.3	Experience of Works related to civil projects over last ten years (Mention any five each carries one (1) mark)	Form T-11	5	
1.4	History of Non-performance of a contract did not occur as a result of contractor default since last three years.	Form T-5	5	
<b>Sub-total</b>			<b>35</b>	
2.0	<b>Personnel Capabilities</b>			
2.1	Graduate Civil Engineer(s) Registered with PEC and employed with the Firm. Total Experience of Engineer(s) in number of years	<b>Form T-3 Form T-4</b>		
2.1.1	<b>5 + Years Experience</b>	<b>Attach CVs. &amp; Enroll</b>	<b>9</b>	
2.1.2	<b>3 - 5 Years Experience</b>		<b>6</b>	
2.1.3	<b>2 Years Experience</b>		<b>3</b>	
2.1.4	<b>Less than 2 Years Experience</b>		<b>Nil</b>	
2.2	Number of Diploma Civil Engineer(s) in Employment of the Firm Total Experience of Engineers in number of Years	<b>Form T-3 Form T-42</b>		
2.2.1	<b>5 + Years Experience</b>	<b>Attach CVs. &amp; Enroll</b>	<b>6</b>	
2.2.2	<b>3 - 5 Years Experience</b>		<b>4</b>	
2.2.3	<b>2 Years Experience</b>		<b>2</b>	
2.2.4	<b>Less than 2 Years Experience</b>		<b>Nil</b>	
<b>Sub-total</b>			<b>15</b>	
3.0	<b>Machinery/Equipment Capabilities</b>			
3.1	<b>Excavator</b> for digging, trenching, and removing earth or debris.	Form of Equipment detail (given in Annexure of	<b>3</b>	
3.2	<b>Road Roller (Compactor)</b> Compacts the soil, gravel, and asphalt layers for a stable and smooth road surface.		<b>2</b>	

3.3	<b>Paver Machine</b> Lays asphalt or concrete smoothly over the roadbed	Form T-1of Technical Proposal	<b>3</b>	
3.4	<b>Tipper Truck (Dumper)</b> Transports materials like soil, gravel, asphalt, or debris to and from the construction site		<b>2</b>	
3.5	<b>Wheel Loader</b> for loading and transporting materials like aggregates, sand, or soil on the site.		<b>2</b>	
3.6	<b>Concrete Mixer</b> Mixes concrete used for road pavements or curb construction.		<b>3</b>	
3,7	<b>Asphalt Plant</b> Produces hot mix asphalt required for the road's surface layer.		<b>2</b>	
3.8	Water Tanker Sprays water for soil compaction, dust control, or curing concrete.		<b>3</b>	
<b>Sub-total</b>			<b>20</b>	
4.0	<b>Financial Position</b>	Form T-6:  Financial Resources		
4.1	<b>Available Bank Credit Line or Bank/ cash balance as per Audited Financial Statement</b>			
4.1.1	20.0 Million and above		<b>5</b>	
4.1.2	10.0 to 20.0Million		<b>3</b>	
4.1.3	5.0 to 10.0Million		<b>2</b>	
4.1.4	Less than 5.0Million	<b>Nil</b>		
4.2	<b>Working Capital. (Total current Asset- Total current Liabilities)</b> Bidder has adequate sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.	Form T-6 with attachments of audited balance sheets/ other financial statements for the last three (3) years and must demonstrate the current financial soundness		
4.2.1	200.0 Million and above		<b>10</b>	
4.2.2	100 to 200.0 Million		<b>8</b>	
4.2.3	50.0 to 100.0 Million		<b>6</b>	
4.2.4	Less than 50.0 Million		<b>Nil</b>	
4.3	<b>Average Annual Turnover</b>	Form T-6 & T-7		
4.3.1	150.0Million and above		<b>15</b>	
4.3.2	100 to 150Million		<b>9</b>	
4.3.3	50.0Million to 100.0Million		<b>6</b>	
4.3.4	Less than 50Million		<b>Nil</b>	
<b>Sub-total</b>			<b>30</b>	

## LEGAL REQUIREMENTS

<b>Legal Requirements</b>	
On Active Tax Payers List of FBR <b>and SRB</b>	Mandatory
Sales Tax Registration Certificate <b>FBR and SRB</b>	Mandatory
NTN <b>and STN</b> Registration Certificate	Mandatory
Firm is not Blacklisted	Mandatory
Bid Validity as per BDS i.e. 120 days	Mandatory
Bid security CDR (Original) to be placed in Technical Proposal.	Mandatory
<b>NOTE: Any firm which is not able to furnish mandatory document will be considered disqualified</b>	
<b>Total Technical Marks</b>	100
<b>Qualification Marks</b>	70

#### 4. SCOPE OF WORKS

The Procuring Agency as defined in the Bidding Data ("**Jamshoro Power Company Limited Jamshoro**") wishes to receive Bids for the Works summarized in the Bidding Data "*The Rehabilitation of existing asphalt road to the thickness of 50mm wearing course, walkways both sides, median including providing and fixing of kerb stones along O&M staff residence (Chinese Living Camp) at JPCL, located at Mohra Jabal, Sehwan Dadu Road, Indus Highway, Jamshoro*"

The bidder shall closely study specification in detail and scope of work which govern the rates for which he is quoting. The Bidders shall offer for the whole Works based on the Bill of Quantities. Based on priced bill of quantities submitted by the Bidder, the Employer will award the whole of the work to the lowest substantial responsive bidder. Any Bid covering partial scope of work will be rejected as non-responsive.

All duties, taxes, GST & Stamp duty @0.35% of contract price, shall be payable by the bidder/Contractor under the Contract.

All investments, operating expenses, incidentals, insurance, overheads, carriages, tools and plants etc. as may be required upon execution and completion of works, shall also be included in the rates, prices and total Bid price submitted by the bidder.

However, such duties, taxes, levies etc. which is notified after the last date of submission of Bid and/or any increase over the rate existing on the last date of submission of Bid, shall be reimbursed by the company on production of documentary evidence in support of payment actually made to the concerned authorities.

Similarly, if there is any decrease in such duties, taxes and levies the same shall become recoverable from the contractor. The details of such duties, taxes and other levies along with rates shall be declared by the bidder.

## TECHNICAL SPECIFICATIONS

### **Notes for Preparing the Technical Specifications**

A set of precise and clear specifications is a prerequisite for bidders to respond realistically and competitively to the requirements of the Procuring agency/Employer without qualifying their bids. The specifications must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship and materials for the works to be procured. Only if this is done will the objectives of economy, efficiency, and fairness in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation facilitated.

Samples of specifications from previous similar procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the works and the repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specifications and incorporate them in a separate subsection. The General Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in the procurement of works, although not necessarily to be used in a particular procurement. Deletions or addenda should then adapt the General Technical Specifications to the particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized international standards should be used as much as possible. Where other particular standards are used, whether national standards of the Procuring agency/Employer's country or other standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications.

### **Sample Clause: Equivalency of Standards and Codes**

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the works and materials to be executed or tested, the provisions of the latest current edition or revision of the relevant shall apply, unless otherwise expressly stated in the Contract.

Where appropriate, drawings, including site plans as required, may be furnished by the Procuring agency/Employer with the bidding documents. Similarly, the Contractor may be requested to provide drawings with its bid or for prior review by the Procuring agency/Employer during contract execution.

## BILL OF QUANTITIES

**Contract No. TNCB-12/CIVIL/CFPP/JPCL/2024-25**

<b>Name of Work</b>	<b><u>REHABILITATION OF EXISTING ASPHALT ROAD TO THE THICKNESS OF (50 MM) WEARING COURSE, WALK WAYS BOTH SIDES, MEDIAN INCLUDING PROVIDING AND FIXING KERB STONES ALONG O&amp;M STAFF RESIDENCE (CHINESE LIVING CAMP).</u></b>	
<b>Sr. No</b>	<b>Bill No.</b>	<b>Description</b>
1	Bill No. 1	Road, precast R.C.C.
2	Bill No. 2	Precast CC Paver Block
3	Bill No. 3	Precast Kerb Stone Cement Concrete
4	Bill No. 4	Box Culvert for Rain Water Drain
5	Bill No. 5	Market Item / Current Rate Items (2024)

**Detail of Five Bills are as under:**

### **Bill No. 1 Roads, Precast R.C.C**

Sr. No	Description of Work	Unit	Qty:	Rate	Amount
<b>Bill No. 1 Roads, Precast R.C.C (WCSR-2022 and may be quoted Below/Above in percentage)</b>					
1	Base course of Machine Crush stone aggregate as specified WCSR-2022, Page-14-21 item #11	Cum	323.00	4181.44	1,350,605
2	Surface Treatment First and Second Coats, WCSR-2022, Page 14-21, Item-12 e+c (i+ii)	Sqm	1983.00	676.86	1,342,213
3	Tack Coat using 0.70kg of Bitumen/Sqm WCSR-2022, Page-14-21 item #11	Sqm	18094.25	143.80	2,601,953
4	Plant mixed bituminous carpet including compaction and finishing to required camper, Grade and density (c) 50mm thick WCSR-2022, Page-14-3 item #16-C	Sqm	18094.25	2061.40	37,299,487
5	New Surface Preparing surface and Painting of Guards Bars gates of Iron bars, grating riling including standards bars etc. and similar open work (Tow Coats) WCSR-2022, Page-12-3 item # 5d (i+ii)	Sqm	160.97	449.29	72,321
<b>Sub Total of Bill No. 1: PKR</b>					<b>42,666,580</b>

**Bill No. 2 :**  
**Related Items for Precast C.C Paver Block [excluding C.C Paver Block]**

Sr. No	Description of Work	Unit	Qty:	Rate	Amount
<b>Bill No. 2 : Related Items for Precast C.C Paver Block [excluding C.C Paver Block]</b>					
<i>(WCSR-2022 and may be quoted Below/Above in percentage)</i>					
1	Erection and Removal of cantering for R.C.C or plain Cement Concrete work (Vertical) WCSR-2022-5-5 item # 21	Sqm	450.00	1001.34	450,603
2	Cement Concrete plain including placing, compaction, finishing and curing complete (including screening and washing of stone aggregate (without shuttering) Ratio I:4:8 WCSR-2022 P-5-1 Item #02(b) WCSR-2022, Page-12-3 item # 5d (i+ii)	Cum	420.75	8665.60	3,646,051
3	Cement plaster 1:4 upto first floor Height 20 mm, WCSR-2022 Page 10-1 Item 5(c)	Sqm	1012.50	500.67	506,928
4	Proving and laying Filler Dust i.e. surfacing on floor including WCSR-2022 P-22-9 Item # 240	Cum	210.38	888.00	186,813
<b>Sub Total of Bill No. 2: PKR</b>					<b>4,790,396</b>



**Bill No. 3:****Related Items for Precast Kerb Stone Cement Concrete (excluding Precast Kerb Stone)**

Sr. No	Description of Work	Unit	Qty:	Rate	Amount
<b>Bill No. 3: Related Items for Precast Kerb Stone Cement Concrete (excluding Precast Kerb Stone) (WCSR-2022 and may be quoted Below/Above in percentage)</b>					
1	Dismantling concrete block Masonry WCSR-2022 Page 3-1 Item 12	Cum	538.65	1384.24	745,621
2	Excavation in foundation of building bridges and other structures including dibbling dressing refilling around the structure with excavated earth water and reaming lead up to 30m and lift up to 1.5m in (Ordinary Soil) WCSR-2022 P2-5 Item 22(b)	Cum	52.50	402.87	21,151
3	Erection and Removal of centering for R.C.C or plain Cement Concrete work (Vertical) WCSR-2022 Page 5-5 item # 21	Sqm	525.00	1001.34	525,704
4	Cement Concrete plain including placing, compaction, finishing and curing complete (including screening and washing of stone aggregate (without shuttering) Ratio I:4:8 WCSR-2022 P-5-1 Item #02(b) WCSR-2022, Page-12-3 item # 5d (i+ii)	Cum	47.25	8665.60	409,450
5	New Surface Preparing surface and Painting of Guards Bars gates of Iron bars, grating riling including standards bars etc. and similar open work (Tow Coats) WCSR-2022, Page-12-3 item # 5d (i+ii)	Sqm	2887.50	449.29	1,297,325
<b>Sub Total of Bill No. 3: PKR</b>					<b>2,999,250</b>

**Bill No. 4:  
Box Culvert for Rain Water Drain**

Sr. No	Description of Work	Unit	Qty:	Rate	Amount
<b>Bill No. 4: Box Culvert for Rain Water Drain (WCSR-2022 and may be quoted Below / Above in percentage)</b>					
1	Excavation in shingle or gravel formation and rock not requiring blasting undressed lead up to 50m. WCSR-2022, P-2-1 Item No.4	Cum	45.00	704.95	31,723
2	Cement Concrete plain including placing, compaction, finishing and curing complete (including screening and washing of stone aggregate (without shuttering) Ratio I:4:8 WCSR-2022 P-5-1 Item #02b	Cum	6.21	8665.60	53,813
3	Erection and removal of cantering for R.C.C or plain Cement Concrete work (Vertical) WCSR-2022 Page 5-5 item # 21	Sqm	149.44	1001.34	149,639
4	Supplying and fabrication of intermediate grade deformed reinforcement for R.C.C in slabs, beams, columns and pile caps including, cutting, bending laying in position including cost of binding wire, 60000psi (420Mpa yield WCSR-2022 P-5-1 Item #02b	Kg	1921.03	256.66	493,052
5	Reinforcement cement concrete work using coarse sand except the cost of steel reinforcement and its labour for bending and binding. This rate also includes all kinds of form moulds lifting shuttering curing rendering and finishing the exposed surface including WCSR-2022 P-5-2 Item #02 (b Ration 1:1-1/2:3)	Cum	20.06	25229.67	506,107
6	Filling watering and ramming earth under floors with surplus earth from foundation WCSR-2022 Page No. 2-5 Item No. 25	Cum	15.00	194.61	2,919
<b>Sub Total of Bill No. 4: PKR</b>					<b>1,237,253</b>

**Bill No. 5**  
**Market Item / Current Rate Item (2024) NHA and GoS**

Sr. No	Description of Work	Unit	Qty:	Rate	Amount
<b>Bill No. 5 Market Item / Current Rate Item (2024) NHA and GoS</b> <i>(Based on Current Rate Basis and can be quoted in Below percentage only)</i>					
1	Making the diagonal Groove of 1-1/2x1"-1\2 at 2.00 ft C/C in Road surface schedule of Rates for Public Highways Volume-III, Part-IV, Sixth Edition-2024, Page No.221 Item No. 07	Sqm	16111.24	85.18	1,372,356
2	Pavement marking in reflective TP Paints for lines 15 cm width, NHA CSR-2024 Jamshoro Item No. 608 h2 Page No. 103	m	6275.00	191.24	1,200,031
3	Reflectorized Plastic pavement stud (Raised profile type-Single) 100mmx100mm, NHA CSR-2024 Jamshoro Item No. 609 Ci Page No. 103	No.	1338.67	592.00	792,491
4	Proving, Laying, Fixing of Precast RCC Barrier Size (1529 x 1066 mm) including Transportation, loading , unloading and work complete in all respect etc at site JPCL. (Rate as per Approve Rate analysis attached)	No.	19.00	32432.63	616,220
5	Providing of Tyre Buster including Excavation, Laying, Installation including Transportation Loading Unloading and work complete in all respect etc at site JPCL (Rate as per Approve Rate analysis attached)	RM	14.60	92808.22	1,355,000
6	Providing and fixing cement paving blocks flooring having size 197x97x60 (mm) of city/Guddra/cobbles shape with natural colours, having strength between 5000 PSI to 8500 PSI including filling the joints with hill sand over a bed of 2" thick hill sand or stone dust and laying and compacting in specified manner / pattern and design etc complete etc at site JPCL. Schedule of Rates (General) for finished Items of Work Vol-III Part-I, 7th Edition 2024 (Sindh Government) Page No. 50 Item No. 67 (Rate 197.48 per sqft = 2124.885 per sq m)	Sqm	4207.50	2124.885	8,940,454

7	Providing and fixing Precast Edge (Kerb) Block 3750 PSI Industrial made Size 6 inches thick x 12 inches long x 18 inches high (150x300x450 mm) including the cost of carriage, excavation, form work for haunching, 1450 PSI lean concrete, 2250 PSI concrete for haunching, 1:4 cement sand mortar. Schedule of Rates (General) for Highway Works for Finished Items Vol-III, Part-IV, Sixth Edition (Sindh Government) Page No. 221 Item No. 14	Rm	5250.00	2225.09	11,681,723
<b>Sub Total of Bill No. 5: PKR</b>					<b>25,958,274</b>

# DRAWINGS

(Insert reference to the drawing of the Construction works to be carried out under this contract)

**Janshoro Power Company Limited**

Ac-16 thickness 50 mm  
Tack Coat using 0.7 kg of Bitumen  
Making diagonal grooves

*Mix Design for Asphalt Ac-16 (1000 kg)*

thickness 50 mm	335 Kg
0-5 mm	373 Kg
5-10 mm	248 Kg
10-20 mm	43 Kg (+3Kg)
Bitumen	60-70
Grade	

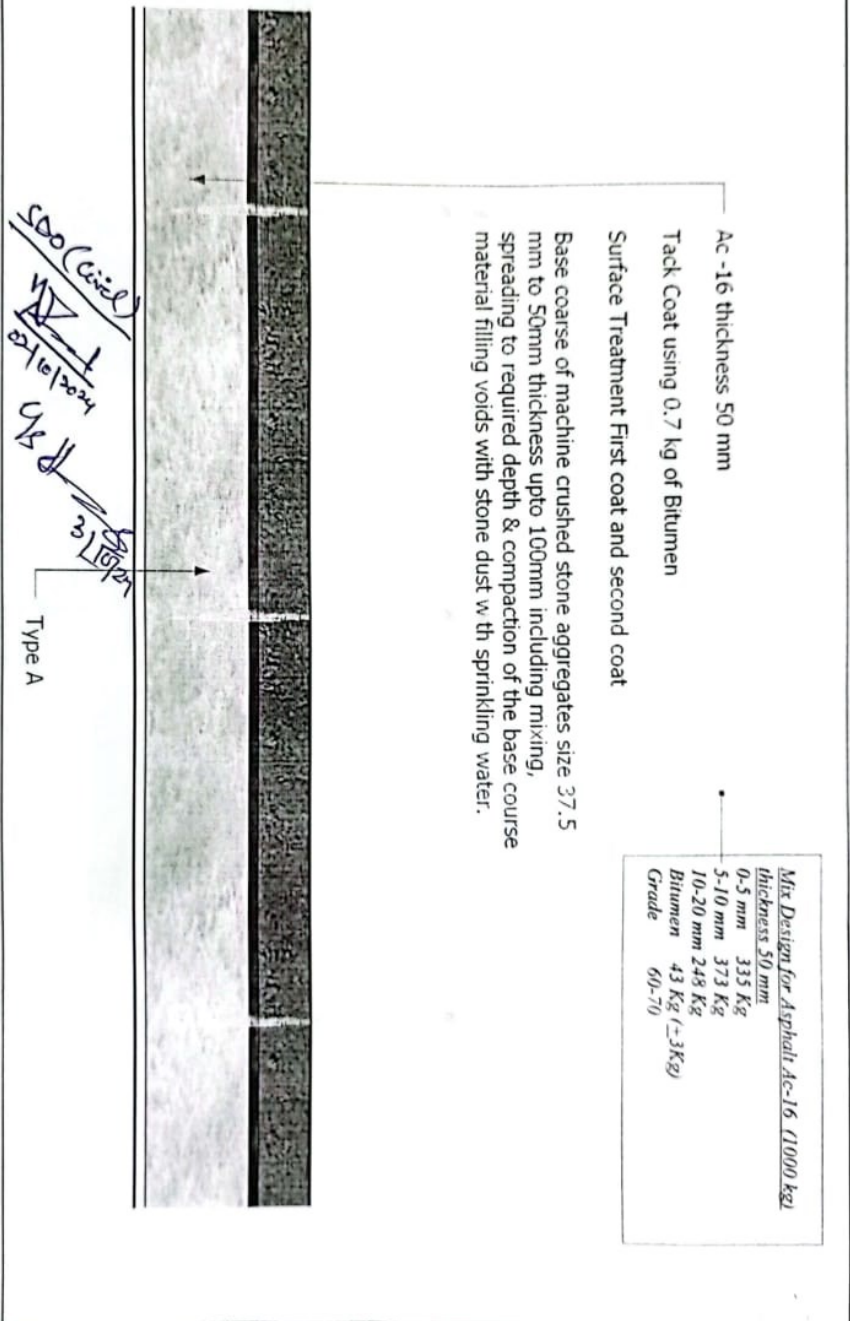
Type B

Name of work : Rehabilitation of Asphalt Road  
Location : i). N-55 to colony main gate  
ii). Main gate to Allah wala chowk both sides iii). Allah wala chowk to security gate both sides iv). From rest house to link road

REVISIONS	
NO.	REMARKS
1	MA/10/24 Based for Tender
2	
3	
4	
5	

A

01



Mix Design for Asphalt Ac-16 (1000 kg)

Thickness 50 mm	
0-5 mm	335 Kg
5-10 mm	373 Kg
10-20 mm	248 Kg
Bitumen	43 Kg (-3Kg)
Grade	60-70

Ac - 16 thickness 50 mm

Tack Coat using 0.7 kg of Bitumen

Surface Treatment First coat and second coat

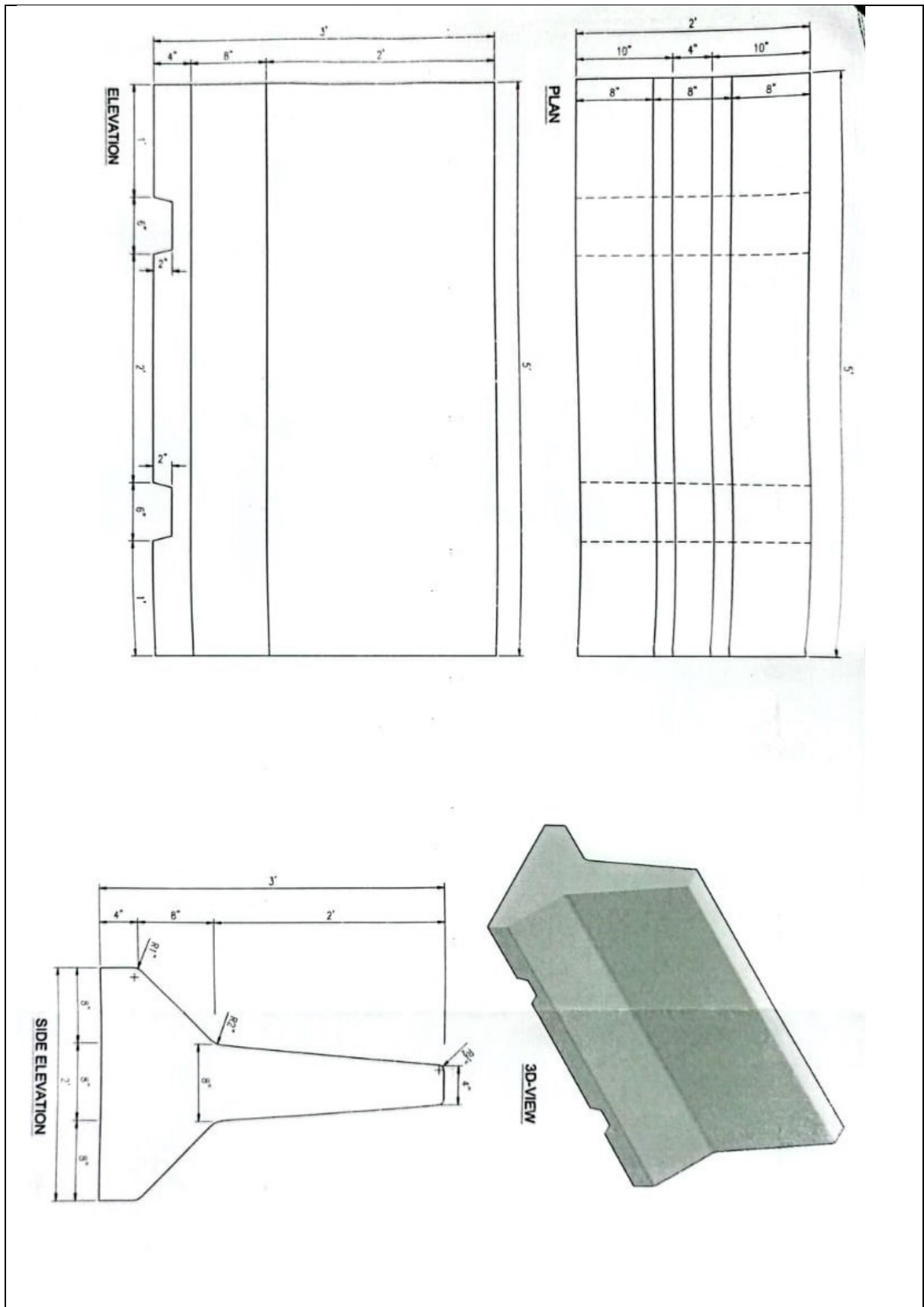
Base coarse of machine crushed stone aggregates size 37.5 mm to 50mm thickness upto 100mm including mixing, spreading to required depth & compaction of the base course material filling voids with stone dust with sprinkling water.

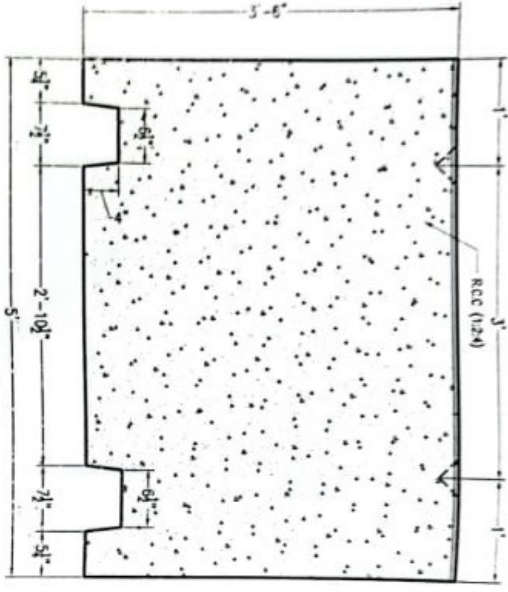
Janshoro Power Company Limited

Name of Work : Rehabilitation of Asphalt  
 Location : i). Security gate to Rest House both sides ii). Inside project gate

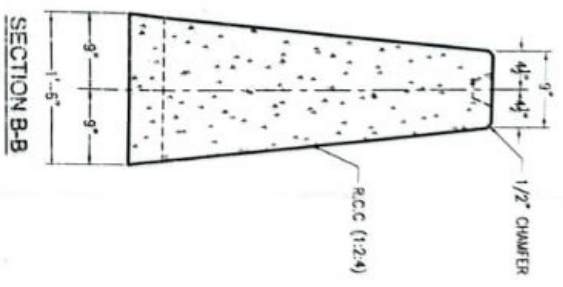
REVISIONS	
NO.	REMARKS
1	Issued for Tender
2	
3	
4	
5	

A 01

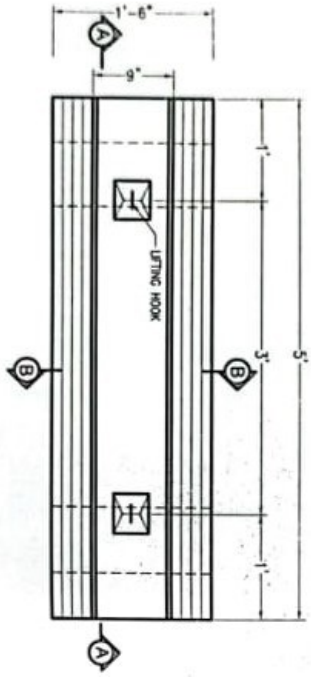




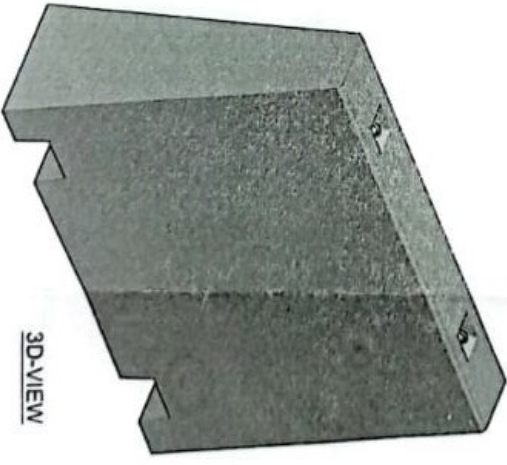
SECTION A-A



SECTION B-B



TOP VIEW



3D-VIEW



## **Technical Proposal**

*(To be filled by the contractor / bidder and must be attached with Form T-1 as Annexure including all following information/ detail)*

**A. Site Organization**

**B. Method Statement**

**C. Mobilization Schedule**

**D. Construction Schedule**

**E. Form of Equipment detail**

**F. Supplementary Information**

## **A. Site Organization**

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

## **B. Method Statement/ 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 erection 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.

## **C. Mobilization Schedule**

The Contractor shall mobilize to Site within seven (7) days from the Engineer in Charge consent by issuing notice to commence “NTC”.

## **D. Construction Schedule /Proposed Program of Works**

The Bidder shall provide a work program in the form of a Bar chart Achievable milestone with timeline must be fixed to monitor and measure progress of work. Each work activity must be loaded with resource in terms of workforce, cash flow required, material flow etc. The program should indicate all the activities to be completed under the Contract like:

- a. Designing of the work where required
- b. Schedule of submittal of drawings
- c. Ordering and procurement of materials
- d. Manufacturing of parts where required
- e. Delivering at site of work Tools, Plants, and Materials etc.
- f. Construction of civil works
- g. Erection of works
- h. Lab Testing of Works/ material from reputed lab

### E. Form of Equipment Details

The Bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section III, Evaluation and Qualification Criteria. A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Bidder.

Item of equipment		
Equipment information	Name of manufacturer	Model and power rating
	Capacity	Year of manufacture
Current status	Current location	
	Details of current commitments	
Source	Indicate source of the equipment  <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured	

Omit the following information for equipment owned by the Bidder.

Owner	Name of owner	
	Address of owner	
	Telephone	Contact name and title
	Fax	Telex
Agreements	Details of rental / lease / manufacture agreements specific to the project	

## **F. Supplementary Information**

(Insert any other supplement information related to the procurement of works)

The contractors are apprised to take care of item rates while quoting the rates. There are WAPDA schedule rates for some items, some item rates have been taken from the market and are based on the prevailing market rates, some item rates have been referred from Govt of Sindh and NHA. The items, which can be quoted below and above, which can be quoted only Below, are mentioned against each. The market supply items such as Tyre Busters must be quoted inclusive of GST.

## SECTION VI: STANDARD BIDDING FORMS

### (Single Stage Two Envelope Procedure)

#### Table of Forms

SN	Form No.	Description	Proposal Part
<b>Forms T1 to T-16 are to be enclosed with Technical Proposal</b>			
1.	Form T-1	Letter of Bid –along with <b>Annexure of Technical Proposal</b>	Technical Proposal
2.	Form T-2	Bidder Information Form	Technical Proposal
3.	Form T-3	Contractor’s Representative and Key Personnel Schedule	Technical Proposal
4.	Form T-4	Resume and Declaration of Contractor’s Representative and Key Personnel	Technical Proposal
5.	Form T-5	Historical Contract Non-Performance, Pending Litigation and Litigation History	Technical Proposal
6.	Form T-6	Financial Situation and Performance	Technical Proposal
7.	Form T-7	Average Annual Turnover	Technical Proposal
8.	Form T-8	Financial Resources	Technical Proposal
9.	Form T-9	Current Contract Commitments / Works in Progress	Technical Proposal
10.	Form T-10	Self-Assessment Tool for Bidder’s Compliance to Financial Resources	Technical Proposal
11.	Form T-11	General Construction Experience	Technical Proposal
12.	Form T-12	Specific Construction and Contract Management Experience	Technical Proposal
13.	Form T-13	Construction Experience in Key categories	Technical Proposal
14.	Form T-14	Form of Bid Security ( no need in case of Pay order /CDR	Technical Proposal
15.	Form T-15	Affidavit for Bidder’s Blacklisting / Eligibility Status	Technical Proposal
16.	Form T-16	Power of Attorney	Technical Proposal
<b>Forms F1 &amp; F2 to be enclosed with Financial Proposal</b>			
17.	Form F1	Letter of Bid – Financial Proposal	Financial Proposal
18.	Form F2	Bill of Quantities Please Fill in all Five (05) Bill of Quantities and Grand Summary and should be attach in Financial Proposal	Financial Proposal

## FORM T-1. Letter of Bid – Technical Proposal

INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT

*Place this Letter of Bid in the first envelope “TECHNICAL PROPOSAL”.*

*The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder’s complete name and business address.*

*Note: All italicized text in black font is to help Bidders in preparing this form and Bidders shall delete it from the final document.*

**Date of this Bid submission:** *[insert date (as day, month and year) of Bid submission]*

**RFB No.:** TNCB-12/CIVIL/CFPP/JPCL/2024-25

**Title of Procurement:** *The Rehabilitation of existing asphalt road to the thickness of 50mmwearing course, walkways both sides, median including providing and fixing of kerb stones along O&M staff residence (Chinese Living Camp) at JPCL as per Schedule of Requirement, Section-V of this Tender Document.*

**To: Jamshoro Power Company Limited (JPCL), Jamshoro**

We, the undersigned Bidder, hereby submit the first part of our Bid, the Technical Proposal

In submitting our Bid, we make the following declarations:

- (a) **No reservations:** We have examined and have no reservations to the bidding document, including addenda issued in accordance with Instructions to Bidders (**ITB 9**);
- (b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with **ITB 3**;
- (c) **Bid/Proposal-Securing Declaration:** We have not been suspended nor declared ineligible by the Procuring agency/Employer based on execution of a Bid Securing Declaration or Bid Securing Declaration in the Procuring agency/Employer’s country in accordance with **ITB 3**;
- (d) **Conformity:** We offer to execute works in conformity with the bidding document and in accordance with the works requirements: *The Rehabilitation of existing asphalt road to the thickness of 50mmwearing course, walkways both sides, median including providing and fixing of kerb stones along O&M staff residence (Chinese Living Camp) at JPCL as per Schedule of Requirement, Section-V of this Tender Document.*
- (e) **Bid Validity Period:** Our Bid shall be valid for the period specified in **BDS 18.1** (as amended, if applicable) from the date fixed for the Bid submission deadline specified in **BDS 24.1** (as amended, if applicable), and it shall remain binding upon us, and may be accepted at any time before the expiration of that period;
- (f) **Performance Security:** If our Bid is accepted, we commit to obtain a performance security in accordance with the bidding document;
- (g) **One Bid per Bidder:** We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other bid(s) as a Joint Venture member or as a

subcontractor, and meet the requirements, other than Alternative Bids submitted in accordance with ITB 20;

- (h) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Procuring agency/ Employer. Further, we are not ineligible under Pakistan laws;
- (i) **State-owned enterprise or institution:** *[select the appropriate option and delete the other]* *[We are not a state-owned enterprise or institution]* / *[We are a state-owned enterprise or institution];*
- (j) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (k) **Not Bound to Accept:** We understand that you are not bound to accept the Most Advantageous Bid or any other Bid that you may receive; and
- (l) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us, or on our behalf, engages in any type of Fraud and Corruption.

**Name of the Bidder:** *\*[insert complete name of Bidder]*

**Country of Origin of the Bidder:** *[insert country of origin, in case of JV country of origin of lead member]*

**Name of the person duly authorized to sign the Bid on behalf of the Bidder:** *\*\* [insert complete name of person duly authorized to sign the Bid]*

**Title of the person signing the Bid:** *[insert complete title of the person signing the Bid]*

**Signature of the person named above:** *[insert signature of person whose name and capacity are shown above]*

**Date signed** *[insert date of signing]* **day of** *[insert month], [insert year]*

**\*\*:** Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules.

## **Annexure of Form T-1 (Technical Proposal)**

These Annexures must be attached with technical proposal by providing all the requisite information as per details mentioned in "Scope of Work" of Section V- Schedule of requirement under the following titles

**A. Site Organization**

**B. Method Statement**

**C. Mobilization Schedule**

**D. Construction Schedule**

**E. Form of Equipment Detail**

**F. Supplementary Information**



**FORM T-2. Bidder Information Form**

*[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

Date: *[insert date (as day, month and year) of Bid submission]*

**RFB No.:** TNCB-12/CIVIL/CFPP/JPCL/2024-25

**Title of Procurement:** *The Rehabilitation of existing asphalt road to the thickness of 50mmwearing course, walkways both sides, median including providing and fixing of kerb stones along O&M staff residence (Chinese Living Camp) at JPCL as per Schedule of Requirement, Section-V of this Tender Document.*

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Bidder's Name <i>[insert Bidder's legal name]</i>
2. In case of JV, legal name of each member: <i>[insert legal name of each member in JV]</i>
3. Bidder's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
4. Bidder's year of registration: <i>[insert Bidder's year of registration]</i>
5. Bidder's Address in country of registration: <i>[insert Bidder's legal address in country of registration]</i>
6. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above. <input type="checkbox"/> Establishing that the Bidder is not under the supervision of the Procuring agency/Employer in case of subsidiaries]
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

## **FORM T-3. Contractor's Representative and Key Personnel Schedule**

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

### **Contractor' Representative and Key Personnel:**

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

	<b>Time commitment for this position:</b>	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	<b>Expected time schedule for this position:</b>	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
<b>5.</b>	<b>Title of position:</b>	
	<b>Name of candidate</b>	
	<b>Duration of appointment:</b>	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	<b>Time commitment for this position:</b>	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	<b>Expected time schedule for this position:</b>	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
<b>6.</b>	<b>Title of position:</b> <i>[insert title]</i>	
	<b>Name of candidate</b>	
	<b>Duration of appointment:</b>	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	<b>Time commitment for this position:</b>	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	<b>Expected time schedule for this position:</b>	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>

**FORM T-4. Resume and Declaration of Contractor's Representative and Key Personnel**

<b>Name of Bidder</b>
-----------------------

<b>Position [#1]:</b> <i>[title of position from Form PER-1]</i>											
<b>Personnel information</b>	<table border="1" style="width:100%"> <tr> <td style="width: 40%;"><b>Name:</b></td> <td><b>Date of birth:</b></td> </tr> <tr> <td><b>Address:</b></td> <td><b>E-mail:</b></td> </tr> <tr> <td colspan="2"><b>Professional qualifications:</b></td> </tr> <tr> <td colspan="2"><b>Academic qualifications:</b></td> </tr> <tr> <td colspan="2"><b>Language proficiency:</b> <i>[language and levels of speaking, reading and writing skills]</i></td> </tr> </table>	<b>Name:</b>	<b>Date of birth:</b>	<b>Address:</b>	<b>E-mail:</b>	<b>Professional qualifications:</b>		<b>Academic qualifications:</b>		<b>Language proficiency:</b> <i>[language and levels of speaking, reading and writing skills]</i>	
<b>Name:</b>	<b>Date of birth:</b>										
<b>Address:</b>	<b>E-mail:</b>										
<b>Professional qualifications:</b>											
<b>Academic qualifications:</b>											
<b>Language proficiency:</b> <i>[language and levels of speaking, reading and writing skills]</i>											
<b>details</b>	<table border="1" style="width:100%"> <tr> <td colspan="2"><b>Address of Procuring agency/Employer:</b></td> </tr> <tr> <td><b>Telephone:</b></td> <td><b>Contact (manager / personnel officer):</b></td> </tr> <tr> <td><b>Fax:</b></td> <td></td> </tr> <tr> <td><b>Job title:</b></td> <td><b>Years with present Procuring agency/Employer:</b></td> </tr> </table>	<b>Address of Procuring agency/Employer:</b>		<b>Telephone:</b>	<b>Contact (manager / personnel officer):</b>	<b>Fax:</b>		<b>Job title:</b>	<b>Years with present Procuring agency/Employer:</b>		
<b>Address of Procuring agency/Employer:</b>											
<b>Telephone:</b>	<b>Contact (manager / personnel officer):</b>										
<b>Fax:</b>											
<b>Job title:</b>	<b>Years with present Procuring agency/Employer:</b>										

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

Project	Role	Duration of involvement	Relevant experience
<i>[main project details]</i>	<i>[role and responsibilities on the project]</i>	<i>[time in role]</i>	<i>[describe the experience relevant to this position]</i>

## Declaration

I, the undersigned [ *insert either "Contractor's Representative" or "Key Personnel" as applicable* ], certify that, to the best of my knowledge and belief, the information contained in this Form T-4 correctly describes myself, my qualifications and my experience.

I confirm that I am available as certified in the following table and throughout the expected time schedule for this position as provided in the Bid:

<b>Commitment</b>	<b>Details</b>
<b>Commitment to duration of contract:</b>	<i>[insert period (start and end dates) for which this Contractor's Representative or Key Personnel is available to work on this contract]</i>
<b>Time commitment:</b>	<i>[insert period (start and end dates) for which this Contractor's Representative or Key Personnel is available to work on this contract]</i>

I understand that any misrepresentation or omission in this Form may:

- (a) be taken into consideration during Bid evaluation;
- (b) result in my disqualification from participating in the Bid;
- (c) result in my dismissal from the contract.

**Name of Contractor's Representative or Key Personnel:** *[insert name]*

Signature: \_\_\_\_\_

Date: (day month year): \_\_\_\_\_

**Countersignature of authorized representative of the Bidder:**

Signature: \_\_\_\_\_

**Date: (day: month : year):** \_\_\_\_\_

**FORM T-5. Historical Contract Non-Performance, Pending Litigation and Litigation History**

Bidder's Name: \_\_\_\_\_

Date: \_\_\_\_\_

JV Member Name \_\_\_\_\_

ICB/NCB No. and title: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

<b>Non-Performed Contracts in accordance with Qualification Criteria</b>			
--	--	--	--

Contract non-performance did not occur January 2022

Contract(s) not performed since 2022

Year	Non-performed portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and PKR equivalent)
		Contract Identification: Name of Procuring agency/Employer (PA): Address of PA: Reason(s) for nonperformance:	

<b>Pending Litigation, in accordance with Qualification Criteria</b>			
--	--	--	--

No pending litigation

Pending litigation

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

<b>Litigation History in accordance with Section III, Evaluation and Qualification Criteria of the Prequalification document</b>			
--	--	--	--

No Litigation History

Litigation History

Year of award	Outcome as percentage of Net Worth	Contract Identification	Total Contract Amount (currency), PKR Equivalent (exchange rate)

<i>[insert year]</i>	<i>[insert percentage]</i>	<p>Contract Identification: <i>[indicate complete contract name, number, and any other identification]</i></p> <p>Name of PA: <i>[insert full name]</i></p> <p>Address of PA: <i>[insert street/city/country]</i></p> <p>Matter in dispute: <i>[indicate main issues in dispute]</i></p> <p>Party who initiated the dispute: <i>[indicate "Procuring agency/Employer" or "Contractor"]</i></p> <p>Reason(s) for Litigation and award decision <i>[indicate main reason(s)]</i></p>	<i>[insert amount]</i>
----------------------	----------------------------	--	------------------------

**FORM T-6. Financial Situation and Performance**

Bidder's Name: \_\_\_\_\_

Date: \_\_\_\_\_

JV Member's Name \_\_\_\_\_

ICB No. and title: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

**1. Financial data**

Type of Financial information in (currency)	Historic information for previous three (3) years, _____				
	(amount in currency, currency, exchange rate*, PKR equivalent)				
	Year 1	Year 2	Year 3	Year 4	Year 5
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					

\*Refer to ITB 16 for the exchange rate

**2. Sources of Finance**

Specify sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.

No.	Source of finance	Amount (PKR)
-----	-------------------	--------------



1		
2		
3		

**2. Financial documents**

The Bidder and its parties shall provide copies of financial statements for last three (3) years pursuant to Evaluation and Qualifications Criteria, Sub-factor 3.1. The financial statements shall:

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

**Attached are copies of financial statements for the last three (3) years required above; and complying with the requirements**

**FORM T-7. Average Annual Turnover**

Bidder's Name: \_\_\_\_\_

Date: \_\_\_\_\_

JV Member's Name \_\_\_\_\_

ICB/NCB No. and title: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

		Annual turnover data	
Year	Amount Currency	Exchange rate	PKR equivalent
<i>[indicate year]</i>	<i>[insert amount and indicate currency]</i>		
Average Annual Turnover *			

\* See Section V, Evaluation and Qualification Criteria.

## FORM T-8. Financial Resources

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

<b>Financial Resources</b>		
<b>No.</b>	<b>Source of financing</b>	<b>Amount</b>
1		
2		
3		

**FORM T-9. Current Contract Commitments / Works in Progress**

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

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

**FORM T-10. Self-Assessment Tool for Bidder’s Compliance to Financial Resources**

This form requires the same information submitted in Forms 6 and 9. All conditions of “Available Financial Resources Net of CCC  $\geq$  Requirement for the Subject Contract” must be satisfied to qualify.

For Single Entities: (A)	Total Available Financial Resources from Form T-6	Total Monthly Financial Requirement for Current Contract Commitments (CCC) from Form T-9	Available Financial Resources Net of CCC $D = (B - C)$	Requirement for the Subject Contract (E)	Results: Yes or No [D must be greater than or equal to E] (F)
_____ (Name of Bidder)				..... ..-	

**- Note -**

This Form is made available for use by the bidder as a self-assessment tool, and by the employer as an evaluation work sheet, to determine compliance with the financial resources requirement as stated earlier. Failure to submit this Form by the Bidder shall not lead to bid rejection.

**FORM T-11. General Construction Experience**

Bidder's Name: \_\_\_\_\_

Date: \_\_\_\_\_

JV Member's Name \_\_\_\_\_

ICB/NCB No. and title: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

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

**Specific Construction and Contract Management Experience**

Bidder's Name: \_\_\_\_\_

Date: \_\_\_\_\_

JV Member's Name \_\_\_\_\_

ICB/NCB No. and title: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

Similar Contract No.	Information			
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub-contractor <input type="checkbox"/>
Total Contract Amount			PKR equivalent	
If member in a JV or sub-contractor, specify participation in total Contract amount				
PA's Name:				
Address:				
Telephone/fax number				
E-mail:				
Similar Contract No.	Information			
Description of the similarity in accordance				
1. Amount				
2. Physical size of required works items				
3. Complexity				
4. Methods/Technology				
5. Construction rate for key activities				
6. Other Characteristics				

Bidder's Name: \_\_\_\_\_

Date: \_\_\_\_\_

Bidder's JV Member Name: \_\_\_\_\_

Sub-contractor's Name<sup>1</sup> (as per ITB 34.2 and 34.3): \_\_\_\_\_

ICB/NCB No. and title: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

All Sub-contractors for key activities must complete the information in this form as per ITB 38 and Qualification Criteria and Requirements, Sub-Factor 4.2.

1. Key Activity No One: \_\_\_\_\_

<b>Information</b>				
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Managemen t Contractor <input type="checkbox"/>	Sub-contractor <input type="checkbox"/>
Total Contract Amount			PKR equivalent	
Quantity (Volume, number or rate of production, as applicable) performed under the contract per year or part of the year	Total quantity in the contract (i)	Percentage participation (ii)	Actual Quantity Performed (i) x (ii)	
Year 1				
Year 2				
Year 3				
Year 4				
PA's Name:				

<sup>1</sup> If applicable



	<b>Information</b>
Address:	
Telephone/fax number	
E-mail:	

2. Activity No. Two

3. ....

	<b>Information</b>
Description of the key activities in accordance with Section III:	

**FORM T-14.      Form of Bid Security**  
**(Bank Guarantee)**

*[The bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated. No need of this form if Security Amount will be submitted in shape of CDR / Pay Order]*

*[The bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]*

*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary: Jamshoro Power Company Limited (JPCL), Mohra Jabal, Sehwan Dadu Road, Indus Highway, Jamshoro**

**No.: TNCB-12/CIVIL/CFPP/JPCL/2024-25**

**Title of Procurement:** *The Rehabilitation of existing asphalt road to the thickness of 50mmwearing course, walkways both sides, median including providing and fixing of kerb stones along O&M staff residence (Chinese Living Camp) at JPCL as per Schedule of Requirement, Section-V of this Tender Document.*

**Date:** *[Insert date of issue]*

**BID GUARANTEE No.:** *[Insert guarantee reference number]*

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

We have been informed that \_\_\_\_\_ *[insert name of the Bidder, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof]* (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its Bid (hereinafter called "the Bid") for the execution of "The Rehabilitation of existing asphalt road to the thickness of 50mmwearing course, walkways both sides, median including providing and fixing of kerb stones along O&M staff residence (Chinese Living Camp) at JPCL as per Schedule of Requirement, Section-V of this Tender Document" under Request for Bids No. **TNCB-12/CIVIL/CFPP/JPCL/2024-25** \_ ("the RFB").

Furthermore, we understand that, according to the Beneficiary's conditions, Bids must be supported by a Bid guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of **Rs.4,465,000/-** (in words Rupees: Four Million Four Hundred Sixty-Five Thousand only) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

- (a) has withdrawn its Bid during the period of Bid validity set forth in the Applicant's Letter of Bid ("the Bid Validity Period"), or any extension thereto provided by the Applicant; or
- (b) having been notified of the acceptance of its Bid by the Beneficiary during the Bid Validity Period or any extension thereto provided by the Applicant, (i) has failed to sign the contract agreement, or (ii) has failed to furnish the performance security, in accordance with the Instructions to Bidders ("ITB") of the Beneficiary's bidding document.

This guarantee will expire: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the Contract agreement signed by the Applicant and the performance security issued to the Beneficiary in relation to such Contract agreement; or (b) if the Applicant is not the successful Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Bidding process; or (ii) twenty-eight days after the end of the Bid Validity Period.

Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

---

*[Signature(s)]*

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

**FORM T-15. Affidavit for Bidder’s Blacklisting / Eligibility Status**

*[The Bidder shall attach original affidavit duly authenticated by the relevant government agency on stamp paper of at least PKR 100/-]*

ITB No: **TNCB-11/CCTV/CFPP/JPCL/2024**

Title: **Supply, Installation, Commissioning of IP Based CCTV Cameras and System training on turnkey basis at project area Jamshoro**

Bidder: [Name of Applicant / Entity]

Jamshoro Power Company Limited  
Mohra Jabal, Dadu Road, Jamshoro, Sindh, Pakistan.

Date:

We, [name of the Bidder] registered under incorporation / registration number [•] under the laws of [•], (the “**Bidder**”), do hereby solemnly declare and submit this undertaking of eligibility that we have not been blacklisted by the Government of Pakistan as of the date of the submission of the Bid.

We also solemnly declare that that we have not been declared ineligible/blacklisted by any Governmental/Semi-Governmental agency/department including any of its employer(s) / client(s) till date due to the reasons including but not limited to corrupt practices influencing the Procuring Agency in evaluation of the Bids or contract award decisions etc.

We also solemnly declare that we will continue to be eligible for the Bidding for this Plant in accordance with the Bidding Documents and shall notify the Procuring Agency immediately, in writing, of any change in the structure, formation, personnel or qualifications reflected in our Bid for Bidding that could affect our eligibility under the Bidding Document.

We acknowledge and accept that failure to notify the Procuring Agency of such changes in a timely manner may result in disqualification at any point in time.

We also understand that all capitalized but undefined terms shall have the meaning given to such terms under the Bidding Documents **TNCB-11/CCTV/CFPP/JPCL/2024**

Very truly yours,

*[Name of authorized signatory] [Signature of authorized signatory] [Seal of the Company]*

**Witnesses by:**

1	Signature	_____	2	Signature	_____
	Name:	_____		Name:	_____
	Address:	_____		Address:	_____
	CNIC/Passport No.	_____		CNIC/Passport No.	_____

**FORM T-16.      Power of Attorney**

*[The Bidder shall attach original affidavit duly authenticated by the relevant government agency on stamp paper of at least PKR 100/- ]*

**KNOWN BY ALL THAT** by this Power of Attorney [*insert name of Bidder*] (the “**Bidder Company**”) having its head office situated at [•], does hereby nominate, appoint & authorize Mr. [•] S/o Mr. [•] and Mr. [•] S/o Mr. [•] (both of whose specimen signatures are appended below), on behalf of the Bidder Company, hereinafter referred to as the attorney, to sign the Bid, the ancillary documents, the Acceptance of Notice of Award and the Contract for supply of Complete Unit of Firefighting Vehicle (if awarded the Notice of Award) and to act for and on behalf of the Bidder Company and to bind the Bidder Company in relation to the bidding process and all ancillary documents, instruments and evidences submitted pursuant thereto.

The Bidder Company does hereby ratify & confirm whatever the attorney shall do by virtue of these presents.

**Specimen signature of Mr.** [*name of the nominee*]

**Specimen signature of Mr.** [*name of the nominee*]

\_\_\_\_\_  
Signature Name:  
Designation:  
Company:

**Witnesses**

1    Signature	2    Signature
Name: _____	Name: _____
Address: _____	Address: _____
CNIC/Passport No. _____	CNIC/Passport No. _____

## FORM F-1. Letter of Bid - Financial Proposal

INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT

*Place this Letter of Bid - Financial Proposal in the second envelope marked "FINANCIAL PROPOSAL".*

*The Bidder must prepare the Letter of Bid - Financial Proposal on stationery with its letterhead clearly showing the Bidder's complete name and business address.*

*Note: All italicized text is to help Bidders in preparing this form.*

**Date of this Bid submission:** *[insert date (as day, month and year) of Bid submission]*

**RFB No.:** TNCB-12/CIVIL/CFPP/JPCL/2024-25

**Title of Procurement:** *The Rehabilitation of existing asphalt road to the thickness of 50mmwearing course, walkways both sides, median including providing and fixing of kerb stones along O&M staff residence (Chinese Living Camp) at JPCL as per Schedule of Requirement, Section-V of this Tender Document.*

**To: Jamshoro Power Company Limited (JPCL), Jamshoro**

We, the undersigned Bidder, hereby submit the second part of our Bid, the Financial Proposal

In submitting our Financial Proposal, we make the following additional declarations:

- (a) **Bid Validity Period:** Our Bid shall be valid for the period specified in **BDS 18.1** (as amended, if applicable) from the date fixed for the bid submission deadline specified in **BDS 24.1** (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (b) **Total Price:** The total price of our Bid is: PKR xxxx (in words Rupees: xxxx) In case of multiple lots as a "Package", total price of all lots (sum of all lots) *[insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies]*;
- (c) **Commissions, gratuities and fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*.

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate "none.")

(d) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed.

**Name of the Bidder:** *\*[insert complete name of the Bidder]*

**Name of the person duly authorized to sign the Bid on behalf of the Bidder:** *\*\* [insert complete name of person duly authorized to sign the Bid]*

**Title of the person signing the Bid:** *[insert complete title of the person signing the Bid]*

**Signature of the person named above:** *[insert signature of person whose name and capacity are shown above]*

**Date signed** *[insert date of signing]* **day of** *[insert month]*, *[insert year]*

**STAMP**

**\*\*:** Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules.

## FORM F-2. Bill of Quantities

### A. Preamble

1. The Bill of Quantities shall be read in conjunction with the Instructions to Bidders, General and Particular Conditions of Contract, Technical Specifications, and Drawings.
2. The quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Contractor and verified by the Engineer and valued at the rates and prices bid in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix within the terms of the Contract.
3. The rates and prices bid in the priced Bill of Quantities shall, except insofar as it is otherwise provided under the Contract, include all Constructional Plant, labour, supervision, materials, erection, maintenance, insurance, profit, taxes, and duties, together with all general risks, liabilities, and obligations set out or implied in the Contract.
4. A rate or price shall be entered against each item in the priced Bill of Quantities, whether quantities are stated or not. The cost of Items against which the Contractor has failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities.
5. The whole cost of complying with the provisions of the Contract shall be included in the Items provided in the priced Bill of Quantities, 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 Work.
6. General directions and descriptions of work and materials are not necessarily repeated nor summarized in the Bill of Quantities. References to the relevant sections of the Contract documentation shall be made before entering prices against each item in the priced Bill of Quantities.
7. Provisional Sums included and so designated in the Bill of Quantities shall be expended in whole or in part at the direction and discretion of the Engineer in accordance with Sub-Clauses 13.4 and 13.5 of the General Conditions.
8. The method of measurement of completed work for payment shall be in accordance with *[insert the name of a standard reference guide, or full details of the methods to be used]*. The method of measurement in package for completed works refers to the system or guidelines used to quantify, value, and evaluate completed construction works as part of a contract. It defines how completed tasks or work items are measured, assessed, and paid for. This is common in engineering, construction, and project management fields. Here are key aspects of the method:

#### **1. Bills of Quantities (BOQ)**

A detailed document listing all work items in measurable terms (e.g., square meters, cubic meters, or linear meters).

The contractor is paid based on the quantities of work completed, measured according to the BOQ.



## **2. Unit of Measurement**

Specifies the standard measurement units to be used for various components (e.g., m<sup>2</sup> for plastering, m<sup>3</sup> for concrete, kg for reinforcement).

These units align with industry standards such as ISO or national guidelines.

## **3. Inspection and Verification**

Completed works are inspected to ensure they meet the required specifications.

Measurements are taken on-site, typically using tools like measuring tapes, total stations, or surveying instruments.

## **4. Documentation**

Measurement records are documented through site reports, interim payment certificates, or progress reports.

Contractors and consultants agree on the documented quantities.

## **5. Milestone or Activity-Based Measurement**

Payments are sometimes linked to milestones or specific activities completed, based on percentage completion rather than exact quantities

NOTE : Please Fill in all Five (05) Bill of Quantities and Grand Summary And should be attach in Financial proposal

**BILL OF QUANTITIES**

**Contract No. TNCB-12/CIVIL/CFPP/JPCL/2024-25**

**Client/Company: JAMSHORO POWER COMPANY LIMITED**

<b>Name of Work</b>	<b><u>REHABILITATION OF EXISTING ASPHALT ROAD TO THE THICKNESS OF (50 MM) WEARING COURSE, WALK WAYS BOTH SIDES, MEDIAN INCLUDING PROVIDING AND FIXING KERB STONES ALONG O&amp;M STAFF RESIDENCE (CHINESE LIVING CAMP).</u></b>				
<b>BILL OF QUANTITIES</b>					
<b>Sr. No</b>	<b>Description of Work</b>	<b>Unit</b>	<b>Qty:</b>	<b>Rate</b>	<b>Amount</b>
<b>Bill No. 1 Roads, Precast R.C.C (WCSR-2022 and may be quoted Below/Above in percentage)</b>					
1	Base course of Machine Crush stone aggregate as specified WCSR-2022, Page-14-21 item #11	Cum	323.00	4181.44	1,350,605
2	Surface Treatment First and Second Coats, WCSR-2022, Page 14-21, Item-12 e+c (i+ii)	Sqm	1983.00	676.86	1,342,213
3	Tack Coat using 0.70kg of Bitumen/Sqm WCSR-2022, Page-14-21 item #11	Sqm	18094.25	143.80	2,601,953
4	Plant mixed bituminous carpet including compaction and finishing to required camper, Grade and density (c) 50mm thick WCSR-2022, Page-14-3 item #16-C	Sqm	18094.25	2061.40	37,299,487
5	New Surface Preparing surface and Painting of Guards Bars gates of Iron bars, grating riling including standards bars etc. and similar open work (Tow Coats) WCSR-2022, Page-12-3 item # 5d (i+ii)	Sqm	160.97	449.29	72,321
	<b>Sub Total of Bill No. 1: PKR</b>				<b>42,666,580</b>
	_____ % Above / Below				
	<b>Total Amount PKR</b>				
	<b>Sum in PKR carried out to Grand Summary</b>				

<b>Name of Work</b>	<b><u>REHABILITATION OF EXISTING ASPHALT ROAD TO THE THICKNESS OF (50 MM) WEARING COURSE, WALK WAYS BOTH SIDES, MEDIAN INCLUDING PROVIDING AND FIXING KERB STONES ALONG O&amp;M STAFF RESIDENCE (CHINESE LIVING CAMP).</u></b>				
<b><u>BILL OF QUANTITIES</u></b>					
<b>Sr. No</b>	<b>Description of Work</b>	<b>Unit</b>	<b>Qty:</b>	<b>Rate</b>	<b>Amount</b>
<b>Bill No. 2 : Related Items for Precast C.C Paver Block [excluding C.C Paver Block]</b>					
<i>(WCSR-2022 and may be quoted Below/Above in percentage)</i>					
1	Erection and Removal of cantering for R.C.C or plain Cement Concrete work (Vertical) WCSR-2022-5-5 item # 21	Sqm	450.00	1001.34	450,603
2	Cement Concrete plain including placing, compaction, finishing and curing complete (including screening and washing of stone aggregate (without shuttering) Ratio I:4:8 WCSR-2022 P-5-1 Item #02(b) WCSR-2022, Page-12-3 item # 5d (i+ii)	Cum	420.75	8665.60	3,646,051
3	Cement plaster 1:4 upto first floor Height 20 mm, WCSR-2022 Page 10-1 Item 5(c)	Sqm	1012.50	500.67	506,928
4	Proving and laying Filler Dust i.e. surfacing on floor including WCSR-2022 P-22-9 Item # 240	Cum	210.38	888.00	186,813
<b>Sub Total of Bill No. 2: PKR</b>					<b>4,790,396</b>
_____ % Above / Below					
<b>Total Amount PKR</b>					
<b>Sum in PKR carried out to Grand Summary</b>					

<b>Name of Work</b>	<b><u>REHABILITATION OF EXISTING ASPHALT ROAD TO THE THICKNESS OF (50 MM) WEARING COURSE, WALK WAYS BOTH SIDES, MEDIAN INCLUDING PROVIDING AND FIXING KERB STONES ALONG O&amp;M STAFF RESIDENCE (CHINESE LIVING CAMP).</u></b>				
<b><u>BILL OF QUANTITIES</u></b>					
<b>Sr. No</b>	<b>Description of Work</b>	<b>Unit</b>	<b>Qty:</b>	<b>Rate</b>	<b>Amount</b>
<b>Bill No. 3: Related Items for Precast Kerb Stone Cement Concrete (excluding Precast Kerb Stone) (WCSR-2022 and may be quoted Below/Above in percentage)</b>					
1	Dismantling concrete block Masonry WCSR-2022 Page 3-1 Item 12	Cum	538.65	1384.24	745,621
2	Excavation in foundation of building bridges and other structures including dibbling dressing refilling around the structure with excavated earth water and reaming lead up to 30m and lift up to 1.5m in (Ordinary Soil) WCSR-2022 P2-5 Item 22(b)	Cum	52.50	402.87	21,151
3	Erection and Removal of centering for R.C.C or plain Cement Concrete work (Vertical) WCSR-2022 Page 5-5 item # 21	Sqm	525.00	1001.34	525,704
4	Cement Concrete plain including placing, compaction, finishing and curing complete (including screening and washing of stone aggregate (without shuttering) Ratio I:4:8 WCSR-2022 P-5-1 Item #02(b) WCSR-2022, Page-12-3 item # 5d (i+ii)	Cum	47.25	8665.60	409,450
5	New Surface Preparing surface and Painting of Guards Bars gates of Iron bars, grating riling including standards bars etc. and similar open work (Tow Coats) WCSR-2022, Page-12-3 item # 5d (i+ii)	Sqm	2887.50	449.29	1,297,325
	<b>Sub Total of Bill No. 3: PKR</b>				<b>2,999,250</b>
	_____ % Above / Below				
	<b>Total Amount PKR</b>				
	<b>Sum in PKR carried out to Grand Summary</b>				

<b>Name of Work</b>	<b><u>REHABILITATION OF EXISTING ASPHALT ROAD TO THE THICKNESS OF (50 MM) WEARING COURSE, WALK WAYS BOTH SIDES, MEDIAN INCLUDING PROVIDING AND FIXING KERB STONES ALONG O&amp;M STAFF RESIDENCE (CHINESE LIVING CAMP).</u></b>				
<b><u>BILL OF QUANTITIES</u></b>					
<b>Sr. No</b>	<b>Description of Work</b>	<b>Unit</b>	<b>Qty:</b>	<b>Rate</b>	<b>Amount</b>
<b>Bill No. 4: Box Culvert for Rain Water Drain (WCSR-2022 and may be quoted Below / Above in percentage)</b>					
1	Excavation in shingle or gravel formation and rock not requiring blasting undressed lead up to 50m. WCSR-2022, P-2-1 Item No.4	Cum	45.00	704.95	31,723
2	Cement Concrete plain including placing, compaction, finishing and curing complete (including screening and washing of stone aggregate (without shuttering) Ratio 1:4:8 WCSR-2022 P-5-1 Item #02b	Cum	6.21	8665.60	53,813
3	Erection and removal of cantering for R.C.C or plain Cement Concrete work (Vertical) WCSR-2022 Page 5-5 item # 21	Sqm	149.44	1001.34	149,639
4	Supplying and fabrication of intermediate grade deformed reinforcement for R.C.C in slabs, beams, columns and pile caps including, cutting, bending laying in position including cost of binding wire, 60000psi (420Mpa yield WCSR-2022 P-5-1 Item #02b	Kg	1921.03	256.66	493,052
5	Reinforcement cement concrete work using coarse sand except the cost of steel reinforcement and its labour for bending and binding. This rate also includes all kinds of form moulds lifting shuttering curing rendering and finishing the exposed surface including WCSR-2022 P-5-2 Item #02 (b Ration 1:1-1/2:3)	Cum	20.06	25229.67	506,107
6	Filling watering and ramming earth under floors with surplus earth from foundation WCSR-2022 Page No. 2-5 Item No. 25	Cum	15.00	194.61	2,919
<b>Sub Total of Bill No. 4: PKR</b>					<b>1,237,253</b>
_____ % Above / Below					
<b>Total Amount PKR</b>					
<b>Sum in PKR carried out to Grand Summary</b>					

Name of Work	<b><u>REHABILITATION OF EXISTING ASPHALT ROAD TO THE THICKNESS OF (50 MM) WEARING COURSE, WALK WAYS BOTH SIDES, MEDIAN INCLUDING PROVIDING AND FIXING KERB STONES ALONG O&amp;M STAFF RESIDENCE (CHINESE LIVING CAMP).</u></b>				
<b><u>BILL OF QUANTITIES</u></b>					
Sr. No	Description of Work	Unit	Qty:	Rate	Amount
<b>Bill No. 5 Market Item / Current Rate Item (2024) NHA and GoS (Based on Current Rate Basis and can be quoted in Below percentage only)</b>					
1	Making the diagonal Groove of 1-1/2x1"-1\2 at 2.00 ft C/C in Road surface schedule of Rates for Public Highways Volume-III, Part-IV, Sixth Edition-2024, Page No.221 Item No. 07	Sqm	16111.24	85.18	1,372,356
2	Pavement marking in reflective TP Paints for lines 15 cm width, NHA CSR-2024 Jamshoro Item No. 608 h2 Page No. 103	m	6275.00	191.24	1,200,031
3	Reflectorized Plastic pavement stud (Raised profile type-Single) 100mmx100mm, NHA CSR-2024 Jamshoro Item No. 609 Ci Page No. 103	No.	1338.67	592.00	792,491
4	Proving, Laying, Fixing of Precast RCC Barrier Size (1529 x 1066 mm) including Transportation, loading , unloading and work complete in all respect etc at site JPCL. (Rate as per Approve Rate analysis attached)	No.	19.00	32432.63	616,220
5	Providing of Tyre Buster including Excavation, Laying, Installation including Transportation Loading Unloading and work complete in all respect etc at site JPCL (Rate as per Approve Rate analysis attached)	RM	14.60	92808.22	1,355,000
6	Providing and fixing cement paving blocks flooring having size 197x97x60 (mm) of city/Guddra/cobbles shape with natural colours, having strength between 5000 PSI to 8500 PSI including filling the joints with hill sand over a bed of 2" thick hill sand or stone dust and laying and compacting in specified manner / pattern and design etc complete etc at site JPCL. Schedule of Rates (General) for finished Items of Work Vol-III Part-I, 7th Edition 2024 (Sindh Government) Page No. 50 Item	Sqm	4207.50	2124.885	8,940,454

	No. 67 (Rate 197.48 per sqft = 2124.885 per sq m)				
7	Providing and fixing Precast Edge (Kerb) Block 3750 PSI Industrial made Size 6 inches thick x 12 inches long x 18 inches high (150x300x450 mm) including the cost of carriage, excavation, form work for haunching, 1450 PSI lean concrete, 2250 PSI concrete for haunching, 1:4 cement sand mortar. Schedule of Rates (General) for Highway Works for Finished Items Vol-III, Part-IV, Sixth Edition (Sindh Government) Page No. 221 Item No. 14	Rm	5250.00	2225.09	11,681,723
	<b>Sub Total of Bill No. 5: PKR</b>				<b>25,958,274</b>
	_____ % Below				
	<b>Total Amount PKR</b>				
	<b>Sum in PKR carried out to Grand Summary</b>				

Name of Work	<b><u>REHABILITATION OF EXISTING ASPHALT ROAD TO THE THICKNESS OF (50 MM) WEARING COURSE, WALK WAYS BOTH SIDES, MEDIAN INCLUDING PROVIDING AND FIXING KERB STONES ALONG O&amp;M STAFF RESIDENCE (CHINESE LIVING CAMP).</u></b>		
<b><u>GRAND SUMMARY</u></b>			
Sr. No	Bill No.	Description	Amount in Pak Rs.
1	Bill No. 1	Road, precast R.C.C.	
2	Bill No. 2	Precast CC Paver Block	
3	Bill No. 3	Precast Kerb Stone Cement Concrete	
4	Bill No. 4	Box Culvert for Rain Water Drain	
5	Bill No. 5	Market Item / Current Rate Items (2024)	
	<b>Total Bid Amount</b>		
	Add 15% Sindh Revenue Board (SRB Tax)		
	Grand Total Amount carried forward to Bid Form		
	Total Amount in Words Pak Rs. _____ _____ _____		



## Section VII. General Conditions (GC)

### **Red Book:**

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

An original copy of the above FIDIC publication i.e. “*Conditions of Contract for Building and Engineering Works Designed by the Employer*” must be obtained from FIDIC.

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## **Section VIII. Special Conditions of the Contract**

# Special Conditions of the Contract

The Special Conditions of Contract (SCC) complement the General Conditions of Contract (GCC) to specify data and contractual requirements of the Procuring agency/Employer/ Employer, the engineer, the sector, the overall project, and the works. In the event of a conflict, the provisions herein shall prevail over those in the GCC.

## Part A – Contract Data

Contract data of the SCC, includes data to complement the GCC in a manner similar to the way in which the Bid Data Sheet complements the Instructions to Bidders.

SCC Clause Number	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
<b>General Provision (GCC 1)</b>		
1.	1.3	<p><b>For notices</b></p> <p>Procuring agency/Employer/ Engineer’s Authorized representatives name and address:</p> <p><b>Engr. Faique Ali Domki,</b>            Director Civil PIU,            660MW, CFPP Jamshoro            Mobile: 03337141457            Email:faiqueali80@gmail.com</p> <p>Contractors Authorized representatives name and address:</p>
2.	1.4	<p><b>Governing Law;</b></p> <p>The Applicable Law shall be: Laws of the Pakistan</p>
3.	1.4	<p><b>Communication Language:</b></p> <p>The Communication Language shall be: English</p>
4.	1.5	<p><b>Documents forming the contract listed:</b></p> <ol style="list-style-type: none"> <li>1. The Contract Agreement</li> <li>2. Letter of Acceptance</li> <li>3. The completed Form of Bid</li> <li>4. Contract Data</li> <li>5. Conditions of Contract</li> </ol>

		<p>6. The completed Schedules to Bid including Schedule of Prices</p> <p>7. The Drawings, if any</p> <p>8. The Specifications</p>
<b>The Employer/ Procuring agency/Employer (GCC Clause 2)</b>		
5.	2.1	<p><b>Time for access to the Site:</b></p> <p>Within seven (7) days from issuance of Notice to Commence "NTC"</p>
<b>The Engineer (GCC Clause 3)</b>		
6.	3.2	<p><b>Engineer's Duties and Authority:</b></p> <p><i>The following paragraph is added after duties:</i></p> <p>Procuring agency shall ensure that the Engineer's Representative/ Staff is a professional engineer as defined in the Pakistan Engineering Council Act 1975.</p> <p>The Variations resulting in an increase of the Accepted Contract Amount in excess but not exceeding 15%, shall require approval of the Procuring agency/ Employer.</p>
<b>The Contractor (GCC Clause 4)</b>		
7.	4.2	<p>Performance guarantee/ security will be in the form of a Bank Guarantee in the amount of Ten Percentage (10%) of the Contract Price, valid up to defects notice period "DNP"/defects liability period "DLP"</p>
8.	4.7.2	<p><b>Setting out</b> Period for notification of errors in the items of reference:</p> <p>As soon as practicable after receiving the items of reference <i>not less than 5 days</i>. The contractor shall be responsible for the contract and proper setting out of the works and correctness of the position, reduced levels, dimensions and alignment of all parts of the work including marking out the correct lay out in reference to the permanent bench mark and reference points. Only one permanent bench mark and basic reference lines shall be marked and shown to the contractor as basic data.</p> <p>The contractor shall have all necessary instruments, appliances and labour in connection therewith. If at any time during the progress of work, any error is detected in respect of the position, levels, dimensions or alignment of any part of the work, the contractor will be required to do so by the Engineer-in-Charge or his representative, at the expenses of the contractor, shall rectify such errors to the satisfaction of Engineer-in-Charge unless such error is due to incorrect data supplied by the Engineer-in-Charge.</p>

9.	4.22	<p><b>Contractor's Operations on site</b>  Work site and Plant &amp; Machinery parking site will be cordoned, displaying caution and safety sign boards, keeping unauthorized persons off the site.  Workers shall wear safety PPEs as per requirement of site.</p>
<b>Sub-Contracting (GCC Clause 5)</b>		
10.	5.1(a)	<p><b>Maximum allowable accumulated value of work subcontracted</b>  Subcontracting may be allowed with prior written permission of Procuring Agency for</p> <ul style="list-style-type: none"> <li>• Non-critical Materials</li> <li>• Materials outside WAPDA/NHA composite rates</li> <li>• Specialized Machinery</li> <li>• Skilled labour</li> </ul> <p>(Roughly 25% percentage of the Accepted Contract Amount)  <b>Not Applicable</b></p>
11.	5.1 (b)	<p><b>Works for which sub-contracting is not permitted.</b></p> <ul style="list-style-type: none"> <li>• Management and supervision of the contract</li> <li>• Regulatory compliance /Statutory approvals, licensing, NOCs, compliance with Social Safeguard Regulations</li> <li>• Surveying and setting out which must be performed under the main contractor's strict supervision</li> <li>• Quality Control and Testing such as soil compaction, asphalt mix and concrete strength</li> <li>• Key Earthworks</li> <li>• Pavement Layer Construction which requires tight control</li> <li>• Drainage of stormwater channels</li> </ul> <p>Sub-contracting related to core structural integrity is not permitted.  <b>Not Applicable</b></p>
<b>Staff and Labour (GCC Clause 6)</b>		

12.	6.5	<p>Work will be carried out in two shifts without halt on Saturdays/Sundays/Public Holidays, under strict security arrangements in view of urgency and emergency of work site as Chinese Living Camps are side by/nearby.</p> <p>(First Shift)</p> <p>Normal working hours: 08 am to 06pm with prayer /rest/ lunch breaks</p> <p>(Second Shift) - <b>(Optional)</b></p> <p>From 08pm to 06am with prior approval of Procuring agency/Employer</p>
<b>Plant, Material and Workmanship (GCC Clause 7)</b>		
13.	7.2	<p>Samples are required for Kerb stone, Pavers, Gravel, Sand etc.</p>
<b>Commencement, Delays and Suspension (GCC Clause 8)</b>		
14.	8.3	<p>The contractor shall submit the work execution program within five days from issuance of Work Order</p>
15.	8.8	<p>Delay damages shall be payable for each day of delay shall be 0.1% of the Contract Price per day, in the currency and proportions in which the Contract Price is payable.</p> <p>Maximum amount of delay damages is 10 % of the Contract Price</p>
<b>Measurement and Valuation (GCC Clause 12)</b>		
16.	12.2	<p>Method of measurement shall be</p> <p>Measurement of quantities will be conducted as per actual using standard methods of measurement against estimated /bid quantities as mentioned in the schedule of prices/BoQ</p>
17.	12.3	<p><b>The engineer shall value each item of work on actual basis in manner;</b></p> <ul style="list-style-type: none"> <li>• the appropriate rate or price for the item shall be the rate or price specified for such item in the Bill of Quantities or other schedules</li> <li>• If items of work not specified in BoQ, or other schedule of prices, the rates will be derived from prevailing market rates with applicable percentage of profit not exceeding 5%</li> </ul>

<b>Variations and Adjustments (GCC Clause 13)</b>		
18.	13.4 (b)(ii)	Percentage rate/Item rate to be applied to Provisional Sums for overhead charges and profit shall be in accordance with variation in BoQ or schedule of prices.
19.	13.7	Adjustments for Changes in Cost: The Contract Price shall be fixed during Contract Execution.
<b>Contract Price and Payment (GCC Clause 14)</b>		
20.	14.2	<b>Not Applicable</b> The advance payment shall not be admissible
21.	14.2.3	<b>Not Applicable</b> Repayment of Advance payment:
22.	14.3(iii)	<b>Not Applicable</b> Percentage of retention: Limit of Retention Money
23.	14.5(b)(i)	Plant and Materials: If Sub-Clause 14.5 applies: Plant and Materials for payment when shipped _____ <b>Not Applicable</b>
24.	14.5(c)(i)	Plant and Materials: Plant and Materials for payment when delivered to the Site _____ <b>Not Applicable</b>
25.	14.6.2	<b>Not Applicable</b> Withholding (amounts in) an IPC
26.	14.7(a)	<b>Not Applicable</b> Period of payment of Advance Payment to the Contractor Advance Payment will be made to the contractor up to five working days after submission of Proforma Invoice
27.	14.7b(i)	Period for the Procuring agency/Employer to make interim payments to the Contractor under Sub-Clause 14.6 (interim Payment)  The payment against IPC will be made up to 30 days after submission of Invoice with <b>all</b> supporting documents of

		performance of work duly verified and certified by engineer in charge <b>through Project Director on the basis of conformanceto all the specification, direction and scope of work</b> , when the quantum of work exceeds 25%, 50%, 75% of work order. (Three IPCs will be allowed before Final Payment Certificate)
28.	14.7b(ii)	<p>Period for the Procuring agency/Employer to make interim payments to the Contractor under Sub-Clause 14.13 (Final Payment)</p> <p>The Final Payment Certificate (FPC) shall be paid up to 30 days of submission of Invoice with following Documents</p> <ol style="list-style-type: none"> <li>1. Final Payment Certificate (FPC) Invoice</li> <li>2. Substantial Completion Certificate issued by PA</li> <li>3. Lab Reports in original performed as per contract</li> <li>4. Actualized measured quantities Certificate</li> <li>5. Adjustment of deviations in agreed contract quantities, Claimed IPCs</li> </ol>
29.	14.7(c)	<p>Period for the Procuring agency/Employer to make final payment to the Contractor</p> <p>Within 30 days of submission of <b>Verified Invoice with all supporting documents and recommendation by the engineer in charge and Project Director.</b></p>
30.	14.8	<p>Financing charges for delayed payment (percentage points above the average bank short-term lending rate as referred to under sub-paragraph (a))</p> <p>One month KIBOR</p>
31.	14.11.1(b)	<p><b>Number of additional paper copies of draft Final Statement</b></p> <p>03 Sets of draft Final Statement shall be submitted with PA</p> <p>In a road construction contract, the Draft Final Statement is a formal document prepared by the contractor near the end of the project. It summarizes all financial aspects of the contract, including the final costs, payments received, and outstanding claims. This document is often submitted to the client or the employer for review before the final account is agreed upon. It is a critical step in concluding the financial side of the project.</p> <p>Key Elements of a Draft Final Statement:</p> <ol style="list-style-type: none"> <li>1. Contract Sum: The original contract price agreed upon at the start of the project.</li> </ol>



		<p>2. Adjustments: Changes due to variations, additional works, or omissions made during the project.</p> <p>3. Payments Received: Details of payments made by the client throughout the project, including interim payments.</p> <p>4. Claims: Outstanding claims, such as delays, disruptions, or unforeseen costs.</p> <p>5. Deductions: Retention amounts, penalties for delays (if applicable), or other deductions.</p> <p>6. Outstanding Balance: The remaining amount (if any) to be paid to the contractor.</p> <p>7. Supporting Documents: Records like measurement sheets, change orders, and approved variations to substantiate the claims.</p> <p><b>Purpose of the Draft Final Statement:</b></p> <p>Reconciliation: Ensures both parties agree on the financials before finalizing the project.</p> <p>Transparency: Provides a clear overview of the financial position and any disputes.</p> <p>Closure: Serves as the basis for the final payment and the issuance of the Final Certificate.</p> <p>Once the client reviews and approves the Draft Final Statement (with or without modifications), it may lead to the Final Account and the formal closure of the contract.</p>
32.	14.15	<p><b>Currencies of Payment</b></p> <p><del>The Contract Price shall be paid in the currency or currencies named in the Contract Data. If more than one currency is so named, payments shall be made as follows:</del></p> <p>Payment for the Accepted Contract Amount will be made in <b>Pakistani Rupee only.</b></p>
33.	14.15 (a)(i)	<p>The proportions or amounts of the Local and Foreign Currencies, and the fixed rates of exchange to be used for calculating the payments, shall be as stated in the Contract Data, except as otherwise agreed by both parties.</p> <p><b>Not Applicable</b></p>
34.	14.15 (c)	<p>Payment of Delay Damages shall be made in the currencies and proportions specified in the Contract Data.</p>

		Payment of Delay Damages shall be made in PKR @ one-month KIBOR
35.	14.15 (f)	If no rates of exchange are stated in the Contract Data, they shall be those prevailing on the Base Date and published by the central bank of the Country. <b>Not Applicable</b>
36.	17.2 (d)	<b>Liability for Care of the Works</b> Any operation of the forces of nature (other than those allocated to the Contractor in the Contract Data) which is Unforeseeable or against which an experienced contractor could not reasonably have been expected to have taken adequate preventative precautions.
<b>Insurance (GCC Clause 19)</b>		
37.	19.1	Permitted deductible limits The contractor shall take full responsibility to take all precautions to prevent loss or damage to the works or part thereof for any reasons whatsoever (except for reasons which are beyond control of the contractor or act of God, e.g. flood, riots, war, earthquake, etc.) and shall at his own cost repair and make good the loss/damage to the work so that on completion, the work shall be in good order and condition and in conformity with the requirements of the contract and instructions of the Engineer-in-charge
38.	19.2.1(b)	Additional amount to be insured (as a percentage of the replacement value, if less or more than 15%) <b>Not Applicable</b>
39.	19.2.1(iv)	List of Exceptional Risks which shall not be excluded from the insurance cover for the Works
40.	19.2.2	Extent of insurance required for Goods Amount of insurance required for Goods shall be for full replacement value of the Goods
41.	19.2.3(a)	amount of insurance required for liability for breach of professional duty- <b>Not Applicable</b>
42.	19.2.3(b)	Insurance required against liability for fitness for purpose <b>Not Applicable</b>

43.	19.2.3	Period of insurance required for liability for breach of professional duty <b>Not Applicable</b>
44.	19.2.4	Amount of insurance required for injury to persons and damage to property :PKR 1,500,000/-
45.	19.2.6	<b>Insurance</b> <u>Other insurances required by Laws and by local practice</u> The contractor shall provide all other insurances required by the Laws of the countries where (any part of) the Works are being carried out, at the Contractor's own cost. Other insurances required by local practice (if any) shall be detailed in the Contract Data and the Contractor shall provide such insurances in compliance with the details given, at the Contractor's own cost. <b>Not Applicable</b>
<b>Dispute Avoidance/ Adjudication Board (GCC Clause 21)</b>		
46.	21.1	Time for appointment of DAAB The appointment of DAAB members will be conducted soon after issuance of LOA/Workorder
47.	21.1	The DAAB shall comprise three (3) <i>members</i>
48.	21.1	List of proposed members of DAAB - <b>Proposed by Employer/ Procuring agency/Employer</b> One Member proposed by PA - <b>Proposed by Contractor</b> One Member proposed by Contractor - <b>Proposed with mutual consent of Employer and Contractor</b> One Independent Member who shall act as Convener /Chairman of the DAAB
49.	21.2	Appointing entity (official) for DAAB members CEO JPCL and the Contractor shall appoint DAAB members

# SPECIAL STIPULATIONS

## Clause Conditions of Contract

1.	<b>The procuring agency reserves the right to issue variation in case of emergency.</b>	Up to 15% of the contract price stated in the Letter of Acceptance.
2.	<b>Handing Over of Site by the contractor on completion of work</b>	On completion of the work all rubbish, debris, brick bats etc. shall be removed by the contractor(s) at his own expense and the site cleaned and handed over to the company and he shall intimate officially of having completed the work as per contract
3.	<b>Canvassing in Tender:</b>	Canvassing in connection with the tenders in any shape or form is strictly prohibited and tenders submitted by such tenderers who resort to canvassing shall be liable for rejection.
4.	<b>Final Inspection of Work</b>	<p>The Engineer-in-charge and any other officer nominated by the JPCL for the purpose, shall make final inspection of all work included in the contract/work order, or any portion thereof, or any completed structure forming part of the work of the contract, as soon as practicable after notification by the contractor that the work is completed and ready for acceptance. If the work is not acceptable to the Engineer-in-charge at the time of such inspection, he shall inform the contractor in writing as to the particular defects to be remedied before final acceptance can be made.</p> <p><b>Defects appearing after acceptance:</b></p> <p>Any defects which may appear within the defect liability period and arising, in the opinion of the Engineer-in-charge, from lack of conformance with the drawings and specifications, shall, if so required by the Engineer-in-charge in writing, be remedied by the contractor at his own cost within the time stipulated by the Engineer-in-charge. If the contractor fails to comply, the Engineer-in-charge may employ other persons to remedy the defects and recover the cost thereof from the dues of the contractor.</p>

5.	<b>9. Measurement and Payments</b>	<p>Except where any general or detailed description of the work in the Bill of Quantities or specifications of the contract/ work order provides otherwise, measurement of work done shall be taken in accordance with the relevant standard method of measurement as per instructions of the Engineer-in-Charge.</p> <p>All items of work carried out by the contractor in accordance with the provision of the contract having a financial value, shall be entered in the Measurement Book as prescribed by the JPCL so that a complete record of the measurements is available for all the works executed under the contract and the value of the work executed can be ascertained and determined there from. Measurements of completed work / portion of completed work shall be recorded only in the Measurement Books.</p> <p>Measurement shall be taken jointly by the Engineer-in-Charge or his authorized representative and by the contractor or his authorized representative.</p>
6.	<b>Below Specification Works</b>	<p>The contractors are required to execute all works satisfactorily and according to the specifications laid down in the contract/ work order. If certain items of work, executed by the contractor, are below specifications, the contractor should re-do them according to the specifications and instructions of engineer in charge (EIC) and if the contractor fails to rectify the defect within the time and in the manner specified by the EIC, the work shall be got re-done or rectified by the JPCL at the risk and cost of the contractor.</p>
7.	<b>Work execution under supervision of Civil Engineer</b>	<p>The contractor/contractors shall keep on the work site during the progress a competent and experienced Civil Engineer exclusively for the work and necessary assistants who shall represent the contractor. The contractor shall employ, on the site in connection with the execution and maintenance of the work, technical and managerial staff</p>
8.	<b>Safety and security of material and personnel</b>	<p>The contractor shall, in connection with works, provide and maintain, at his own cost, all lights, security guards, fencing when and where necessary as required by the Engineer-in-Charge for the purpose of protection of the works, materials at site, safety of workmen and convenience of the public.</p>

9.	<b>Defects Liability Period</b>	In addition to the defect/s to be rectified by the contractor as per terms of the contract/ work order, the contractor shall be responsible to make good and remedy at his own expense the defect/s mentioned hereunder within such period as may be stipulated by the Engineer-in-Charge in writing:  Any defect/defects in the work detected by the Engineer-in-Charge within a period of Four (4) months from the date of issue of Defect Liability certificate / completion certificate.
10.	<b>Time for Furnishing Program</b>	Within 07 days from the date of receipt of Letter of Acceptance.
11.	<b>Time for Commencement</b>	Within 07 days from the date of receipt of Engineer's Notice to Commence "NTC".
12.	<b>Time for Completion (works &amp; sections)</b>	02 Months (60 Calander days) from the date of receipt of Engineer's Notice to Commence "NTC"
13.	<b>Amount of Liquidity Damages/Delay Damages/Penalties</b>	0.1% Damages per day but total amount will not be more than 10% of contract Price.
14.	<b>Time of Payment from delivery of Engineer's Interim/Running Payment Certificate to the procuring agency.</b>	Within 30 days.
15.	<b>Mobilization Advance.</b>	<b>Not Allowed.</b>
16.	<b>Escalation</b>	<b>NOT APPLICABLE</b>
17.	<b>J.V/Consortium/ Association</b>	<b>Not Allowed</b>

## **SECTION IX: CONTRACT FORMS**

# Notification of Award

(On Procuring agency/Employer's letterhead)

Letter of Acceptance

[Date]. . . . .

To: . . . . .[Name and address of the contractor]

Subject: . . . . .[Notification of Award Contract No.]

This is to notify you that your Bid dated . . . . .[date]. . . . . for execution of the . . . . .[name of the contract and identification number, as given in the Bid Data Sheet] . . . . . for the Accepted Contract Amount of the equivalent of . . . . . [amount in words and figures and name of currency]. . . . ., as corrected and modified in accordance with the Instructions to Bidders, is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose the Performance Security Form included in Section 9 (Contract Forms) of the Bidding Document.

Authorized Signature: .....

Name and Title of Signatory: .....

Name of Agency: .....

Attachment: Contract Agreement



## Form of Contract

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between [name and address of Procuring agency/Employer] of Pakistan (hereinafter called “the Procuring agency/Employer”) of the one part and [name of Contractor] of [city and country of Contractor] (hereinafter called “the ”) of Contractor other part:

WHEREAS the Procuring agency/Employer desired that the works [brief description of works] should be executed by the contractor, and has accepted a Bid by the contractor for the execution and completion of these works and remedying of any defects therein, in the sum of [contract price in words and figures] (hereinafter called “the Contract Price”).

### NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Contract, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below:-
  - (a) This form of Contract;
  - (b) Letter of Acceptance;
  - (c) the Form of Bid and the Price Schedule submitted by the Bidder;
  - (d) the Works Requirements;
  - (e) the Technical Specifications;
  - (f) the Drawings;
  - (g) the General Conditions of the Contract
  - (h) the Special Conditions of Contract,
  - (i) the completed schedule including Bill of Quantities; and
  - (j) [add here: any other documents]
3. In consideration of the payments to be made by the Procuring agency/Employer to the contractor as mentioned in this contract, the contractor hereby covenants with Procuring agency/Employer to execute the works to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring agency/Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Contract to be executed in accordance with their respective laws the day and year first above written.

<p>Signed, sealed, delivered by  _____ the _____  (for the Procuring agency/Employer)</p>	<p>Signed, sealed, delivered by  _____ the _____  (for the Contractor)</p>
<p>Witness to the signatures of the Procuring  agency/Employer  .....</p>	<p>Witness to the signatures of the Contractor  .....</p>

**Performance Guarantee Form**

To: *[name of Procuring agency/Employer]*

WHEREAS *[name of Contractor]* (hereinafter called “the contractor”) has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated *[insert date]* for the execution of *[insert name of the works and its brief description]* (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the contractor shall furnish you with a Bank Guarantee by a reputable bank for the sum specified therein as security for compliance with the Contractor’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Contractor a guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Contractor, up to a total of *[amount of the guarantee in words and figures]*, and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the Contract and without cavil or argument, any sum or sums within the limits of *[amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the: *[insert date]*

Signature and seal of the Guarantors

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*[name of bank or financial institution]*

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*[address]*

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*[date]*

## Integrity Pact

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

Contract Number: \_\_\_\_\_

Dated: \_\_\_\_\_

Contract Value: \_\_\_\_\_

Contract Title: \_\_\_\_\_

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

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

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

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

Notwithstanding any rights and remedies exercised by GoP in this regard, [Name of Contractor] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to

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

\_\_\_\_\_  
[Procuring agency/Employer]

\_\_\_\_\_  
[Contractor]

## Declaration of Beneficial Owners

Declaration of Ultimate Beneficial Owners Information for Public Procurement Contracts over Fifty Million Pak Rupees as per PPRA S.R.O. 592(I) 2022

*[In case of failure to provide the required information of the beneficial ownership by the company or submission of false or partial information, the procuring agency shall Blocklist the said company in accordance with rule 19 (1) (a) of Public Procurement Rules. 2004. and Reject the bid of the said company. The object or class of objects procured in contravention of any provision of S.R.O. 592(I) 2022 shall amount to mis-procurement]*

1. Name

2. Father's Name/Spouse's Name

3. CNIC/NICOP/Passport No.

4. Nationality

5. Residential address

6. Email address

7. Date on which shareholding, control or interest acquired in the business.

8. In case of indirect shareholding, control or interest being exercised through intermediary companies, entries or other legal persons or legal managements in the chain of ownership or control, following additional particular to be provided

Sr. No	Particulars	
1.	Name	
2.	Legal Form (Company/Limited Liability Partnership/ Association of Persons/Single Member Company/Partnership	

	Firm/Trust/ Any Other Individual/Body/Corporate (to be specified).	
3.	Date of Incorporation/Registration	
4.	Name of Registering Authority	
5.	Business Address	
6.	Country	
7.	Email Address	
8.	Percentage of Shareholding, Control or Interest of BO in the Legal Person or Legal Arrangement.	
9.	Percentage of Shareholding, Control or Interest of the Legal Person or Legal Arrangement in the Company.	
10.	Identify of Natural Person who ultimately owns or Controls the Legal Person or Arrangement.	

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

Sr. No	Particulars	
1.	Name and Surname (In block letters)	
2.	CNIC Number (In case of foreigner, Passport Number)	
3.	Father's/Husband's name in full	
4.	Current Nationality	
5.	Any Other Nationality (ies)	
6.	Occupation	
7.	Residential Address in full or the Registered/Principal Office Address	

	for the Subscribers other than the Natural Person.	
8.	Number of shares taken by Cash Subscriber (in figures and words)	
9.	Total Number of shares taken in Figures and Words.	

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

Name and signature

(Person authorized to issue notice on behalf of the company).