



COMPETITION COMMISSION OF PAKISTAN
Government of Pakistan

NOTICE NO. CCP-ADMIN-122

INVITATION TO BID
FOR
REFURBISHMENT OF OFFICE PREMISES

The Competition Commission of Pakistan (CCP), a regulatory body, invites electronic Bids from Firms/Contractors registered with tax authorities and are on Active Taxpayers List of FBR, for 'Refurbishment of Office Premises of CCP'.

E-bidding documents, containing detailed terms and conditions, scope of work etc. are available for the registered bidders on EPADS at <http://eprocure.gov.pk>, PPRA website www.ppra.org.pk and CCP's website www.cc.gov.pk, free of cost.

The electronic bids, prepared in accordance with the instructions provided in the bidding documents, must be submitted by using EPADS on or before **August 01, 2025 up to 03:00 p.m.** Manual bids shall not be accepted. Electronic Bids will be opened on the same day at **03:30 p.m.**

Notification of the Grievance Redressal Committee (GRC) constituted in terms of Rule-48 of PPRA rules, 2004 is provided on EPADS at <http://eprocure.gov.pk>.

Convener, Procurement Committee,
CCP, 9th Floor (South), ISE Towers, Jinnah Avenue, Islamabad.
[Tel:+92-51-9100260-3](tel:+92-51-9100260-3), Fax: +92-51-9100236

**BIDDING DOCUMENTS FOR
REFURBISHMENT OF OFFICE PREMISES**

(National Competitive Bidding)

(Single Stage One Envelope Process)



**COMPETITION COMMISSION OF PAKISTAN
(CCP)**

**BIDDING DOCUMENTS
FOR
REFURBISHMENT OF OFFICE PREMISES**

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

This section contains information regarding evaluation and qualification criteria including domestic preference.

Section VI – Scope of Works/Schedule of Requirements

This Section includes the Scope of Works/Schedule of Requirements along with technical specifications.

Section VII – 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 VIII - General Conditions of Contract (GCC)

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

Section IX - Special Conditions of Contract (SCC)

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

Section X - Contract Forms

This Section contains forms which, once completed, will become part of the Contract including Letter of Acceptance, Contract Agreement and other relevant forms. The forms for **Performance Security** 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

COMPETITION COMMISSION OF PAKISTAN (CCP)

Bid No. CCP-ADMIN -122

For

REFURBISHMENT OF OFFICE PREMISES

Invitation for Bids

1. This Invitation to Bids is for Refurbishment of the Office Premises of Competition Commission of Pakistan (herein after referred to as CCP), located at 8th floor (north side) ISE Towers, Jinnah Avenue, Islamabad.
2. The CCP has reserved the funds for the Works planned during the financial year 2025-26. It is intended that part of the proceeds of the funds will be used to cover eligible payment under the contract for Refurbishment of the Office Premises.
3. The CCP now invites electronic bids from eligible bidders for Refurbishment of the Office Premises located at 8th floor (north side) of ISE Towers, Jinnah Avenue, Islamabad, as stipulated in the bidding document.
4. The bidding shall be conducted in line with the Single Stage Single Envelope procedure on least cost based selection method prescribed under Public Procurement Rules 2004, e-Pak Procurement Regulations, 2023 and any Regulations, Procurement Guidelines or Instructions issued by the Authority (from time to time), and is open to all potential bidders registered in the EPADS.
5. All bids must be accompanied by a Bid Security of Rs.90,000/- (ninety thousand only) in the shape of pay order/demand draft/banker's cheque/ bank guarantee, in the name of Competition Commission of Pakistan.
6. The electronic bids prepared in accordance with the instructions prescribed in the bidding documents must be submitted through EPADS on or before August 01, 2025 at 1500 hours. Electronic bids will be opened by using EPADS on the same day at 1530 hours.
7. In case of any technical difficulties in using EPADS, prospective bidders may contact PPRA at <https://www.ppra.org.pk/>.
8. In case of any query, please contact the Sr. Joint Director (Admin) at Telephone #: 051-9100260-3, during office hours, Monday to Friday (excluding public holidays).

Convener, Procurement Committee
CCP Office, 9th Floor (south side), ISE Towers,
Islamabad.
www.cc.gov.pk

SECTION II: INSTRUCTION TO BIDDERS (ITBs)

A. INTRODUCTION

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| 1. Scope of Bid | 1.1 | The Procuring agency (PA), as indicated in the Bid Data Sheet (BDS) invites Bids for the execution of Works as specified in the BDS and Section V- Technical Specifications/Schedule of Requirements . The name, identification, and number of lots (contracts) of this National/ International Competitive Bidding process are specified in the BDS. |
| 2. Source of Funds | 2.1 | Source of funds as referred in Bid Data Sheet. |
| 3. Eligible Bidders | 3.1 | A bidder may be natural person, company or firm or public or semi-public agency of Pakistan or any foreign country, or any combination of them with a formal existing agreement (on Judicial Papers) in the form of a joint venture or consortium. In the case of a joint venture or consortium, all members shall be jointly and severally liable for the execution of the Contract in accordance with the terms and conditions of the Contract. |
| | 3.2 | 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. |
| | 3.3 | Verifiable copy of the agreement that forms a joint venture or consortium shall be required to be submitted as part of the Bid. |
| | 3.4 | 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 and in line with any instructions issued by the Authority. |
| | 3.5 | 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. |
| | 3.6 | 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 |

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| | | must have to initiate the registration process before the bid submission and the necessary evidence shall be submitted to the Procuring agency along with their bid, however, the final award will be subject to the complete registration process. |
| | 3.7 | <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 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"> 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 to provide consulting services for the preparation of design or technical specifications of the works that are the subject of the bid; or b) any of its affiliates has been hired (or is proposed to be hired) by the Procuring agency as Engineer for the Contract implementation; or 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; d) have controlling shareholders in common; or e) receive or have received any direct or indirect subsidy from any of them; or f) have the same legal representative for purposes of this Bid; or 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 regarding this Bidding process; or h) Submit more than one bid in this bidding process. |
| | 3.8 | <p>A Bidder may be ineligible if –</p> <ul style="list-style-type: none"> (a) he is declared bankrupt or, in the case of company or firm, insolvent; (b) payments in favor of the bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting (in accordance with the national laws) in the total or partial |

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| | | <p>loss of the right to administer and dispose of its property;</p> <p>(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;</p> <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 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 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, as the Procuring agency 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. |
| 4. Eligible Material and Equipment | 4.1 | All the material and equipment to be mobilized under the contract shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to such materials and equipment. For this purpose, ineligible countries are stated in the section-IV titled as “Eligible Countries”. |
| | 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, |

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| | | Bidders shall fill the country-of-origin declarations included in the Form of Bid. |
| 5. One Bid per Bidder | 5.1 | A bidder shall submit only one bid, in the same bidding process, either individually as a bidder or as a member in a joint venture or any similar arrangement. |
| | 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. |
| 6. Cost of Bidding | 6.1 | The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring agency shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. |

B. BIDDING DOCUMENTS

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| 7. Contents of Bidding Documents | 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 ITB 9.2 include:</p> <p>Section I -Invitation for Bids Section II Instructions to Bidders (ITBs) Section III Bid Data Sheet (BDS) Section IV Eligible Countries Section V Evaluation and Qualification Criteria Section VI Works Requirements Technical Specifications & Schedule of Requirements Section VII Standard Bidding Forms Section VIII General Conditions of Contract (GCC) Section IX Special Conditions of Contract (SCC) Section X Contract Forms</p> |
| | 7.2 | The number of copies to be completed and submitted with the Bid is specified in the BDS . |
| | 7.3 | The Procuring agency is not responsible for the completeness of the bidding documents and their addenda, if they were not obtained directly from the Procuring agency or the signed pdf version downloaded from the website of the Procuring agency or the Authority's website or e-Procurement System as the case may be. However, Procuring agency shall place both the pdf and editable version of the same on its website and Authority's website or e-Procurement System to facilitate the bidder for filling the standard bidding forms. |
| | 7.4 | The bidder is expected to examine all instructions, forms, specifications, terms and conditions prescribed in the bidding |

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| | | 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. Clarification of Bidding Document, Pre-bid Meeting | 8.1 | A prospective bidder requiring any clarification of the bidding document may notify the Procuring agency in writing or in electronic form that provides record of the contents of communication at the Procuring agency's address indicated in the BDS . |
| | 8.2 | The Procuring agency 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 five (05) days prior to the deadline for the submission of Bids as prescribed in ITB 24.1 . However, this clause shall not apply in case of alternate methods of procurement. |
| | 8.3 | Copies of the Procuring agency'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 or e-Procurement System, the response of all such queries will also be available on the same platform available at the website. |
| | 8.4 | Should the Procuring agency deem it necessary to amend the bidding documents as a result of a clarification, it shall do so following the procedure as prescribed under ITB 09 . |
| | 8.5 | If indicated in the BDS , the bidder's designated representative is invited at the bidder's cost to attend a pre-bid meeting at the place, date and time mentioned in the BDS . During this pre-bid meeting, prospective bidders may request clarification of the schedule of requirement, the evaluation criteria or any other aspects of the bidding documents. |
| | 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 exclusively through the use of an Addendum pursuant to ITB 9 . Non-attendance at the pre-bid meeting will not be a cause |

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| | | 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 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 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. |
| 9. Amendment of Bidding Documents | 9.1 | Before the deadline for submission of bids, the Procuring agency 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 ITB 7.1 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. |
| | 9.3 | To give prospective bidders reasonable time in which to take an addendum/corrigendum into account in preparing their bids, the Procuring agency may, at its discretion, extend the deadline for the submission of bids: <i>Provided that the Procuring agency 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

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| 10. Language of Bid | 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 shall be written in the English language unless specified in the BDS . Supporting documents and printed |
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| | | literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation of the relevant pages in the English language unless specified in the BDS , in which case, for purposes of interpretation of the bidder, the translation shall govern. |
| 11. Documents Establishing Eligibility of Material, Equipment and Works, their Conformity to Bidding Documents | 11.1 | <p>The bid prepared by the bidder shall constitute the following components: -</p> <ul style="list-style-type: none"> a) Documentary evidence established in accordance with ITB 11 that the material, equipment and services to be provided by the Bidder are eligible material, equipment and services, and conform to the Bidding Documents; b) Documentary evidence established in accordance with ITB 12 that the bidder has been authorized to carry out the Construction works; c) Documentary evidence established in accordance with ITB 12 that the bidder is eligible and/or qualified for the subject bidding process; d) Form of Bid and Bid Prices completed in accordance with ITB 14 and 15; e) Completed schedules as required, including priced Bill of Quantities in accordance with ITB 13 & 15. f) Technical Proposal completed in all aspects in accordance with ITB-17. g) Bid security or Bid Securing Declaration furnished in accordance with ITB 19; h) Alternative bids, if permissible, in accordance with ITB 20; i) Duly Notarized Power of Attorney authorizing the signatory of the Bidder to submit the bid; and j) Any other document required in the BDS. |
| | 11.2 | In addition to the requirements, bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all members and submitted with the bid, together with a copy of the proposed Agreement. |
| | 11.3 | The bidder shall furnish, as part of its bid, all those documents establishing the eligibility in conformity to the terms and conditions specified in the bidding documents for all material, equipment and works which the bidder proposes to execute. |
| | 11.4 | The documentary evidence of conformity of the material, |

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| | | <p>equipment and works to the Bidding Documents may be in the form of literature, drawings, and data, and shall consist of:</p> <ol style="list-style-type: none"> a) a detailed description of the work methodology, approach, schedule and resources to be mobilized at site; b) an item-by-item commentary on the Procuring agency'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; c) any other procurement specific documentation requirement as stated in the BDS. |
| | 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. |
| 12. Documents Establishing Eligibility and Qualification of the Bidder | 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 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 | <p>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 that:</p> <ol style="list-style-type: none"> 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 BDS. 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 BDS. |
| 13. Letter of Bid and Schedules | 13.1 | The Letter of Bid (Technical or Financial as the case may be) and Schedules, including the Bill of Quantities, shall be |

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| | | 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 ITB 22 . All blank spaces shall be filled in with the information requested. |
| 14. Letter of Bid | 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. |
| 15. Bid Prices | 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. |
| | 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 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 ITB 15.1 shall be the total price of the bid. |
| | 15.5 | Unless otherwise specified in the BDS and the Contract, the rates and prices quoted by the bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract. |
| | 15.6 | If so specified in ITB 1.1 , bids may be invited for individual lots (contracts) or for any combination of lots (packages). |

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| | 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 ITB 30 , 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. |
| 16. Currencies of Bid and Payment | 16.1 | The currency(ies) of the bid and the currency(ies) of payments shall be as specified in the BDS . |
| | 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 to clarify their foreign currency requirements, if prescribed in the BDS and to substantiate that the amounts included in Lump Sum and in the SCC are reasonable and responsive to ITB 16.1 . |
| 17. Documents Comprising the Technical Proposal | 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 Section IV – Standard Bid Forms , in sufficient detail to demonstrate the adequacy of the bidder's proposal to meet the work requirements and the completion time. |
| 18. Bid Validity Period | 18.1 | Bids shall remain valid for the period specified in the BDS after the bid submission deadline prescribed by the Procuring agency. A bid valid for a shorter period shall be rejected by the Procuring agency 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 may request the bidders' consent to an extension of the period of validity of |

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| | | <p>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 ITB 19 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 ITB 19 in all respects.</p> |
| <p>19. Bid Security or Bid Securing Declaration</p> | 19.1 | <p>Pursuant to ITB 11.1 unless otherwise specified in the BDS, 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 and in the amount and currency specified in the BDS or Bid Securing Declaration as specified in the BDS in the format provided in Section VI (Standard Bidding Forms).</p> <p>In case Procuring agency 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.</p> |
| | 19.2 | <p>The Bid Security or Bid Securing Declaration is required to protect the Procuring agency 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 ITB 19.9.</p> |
| | 19.3 | <p>The Bid Security shall be denominated in the local currency or in another freely convertible currency, and it shall be in the form specified in the BDS which shall be in any of the following:</p> <p>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 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;</p> |

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| | | <ul style="list-style-type: none"> b) A cashier's or certified cheque; or c) Another security as indicated in the BDS. |
| | 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 Section VI (Standard Bidding Forms) or another form approved by the Procuring agency prior to the bid submission. |
| | 19.5 | The Bid Security shall be payable promptly upon written demand by the Procuring agency in case any of the conditions listed in ITB 19.9 are invoked. |
| | 19.6 | Any bid not accompanied by a Bid Security or Bid Securing Declaration in accordance with ITB 19.1 or 19.3 shall be rejected by the Procuring agency and shall be declared as non-responsive bid, pursuant to ITB 30 . |
| | 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 pursuant to ITB 18. The Procuring agency 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"> (a) The expiry of the Bid Security; (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; (c) The rejection by the Procuring agency of all Bids; (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. |
| | 19.8 | The successful bidder's Bid Security will be discharged upon the bidder signing the contract pursuant to ITB 47 , or furnishing the performance security (or guarantee), pursuant to ITB 48 . |
| | 19.9 | <p>The Bid Security may be forfeited or the Bid Securing Declaration executed:</p> <ul style="list-style-type: none"> a) if a Bidder: <ul style="list-style-type: none"> i) Withdraws its Bid during the period of Bid Validity as specified by the Procuring agency, and referred by the bidder on the Form of Bid except as provided for in ITB 18.2; or ii) Does not accept the correction of errors pursuant to ITB |

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| | | <p>32; or</p> <p>b) In the case of a successful bidder, if the bidder fails:</p> <p>i) to sign the contract in accordance with ITB 47; or</p> <p>ii) to furnish performance security (or guarantee) in accordance with ITB 48.</p> |
| | 19.10 | In case of Bid Security issued by the foreign bank is allowed by the Procuring agency, 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. |
| 20. Alternative Bids by Bidders | 20.1 | 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 BDS . If so allowed, ITB 20 shall prevail. |
| | 20.2 | When alternative schedule for execution of works is explicitly invited, a statement of that effect will be included in the BDS as will the method for evaluating different schedule for execution of works. |
| | 20.3 | If so allowed in the BDS , 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, 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. |
| 21. Withdrawal of Bids | 21.1 | Before bid submission deadline, any bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and the corresponding must accompany the respective written notice. |
| | 21.2 | Bids requested to be withdrawn in accordance with ITB 21.1 shall be returned unopened to the bidders. |
| 22. Format and Signing of Bid | 22.1 | The Bidder shall prepare an original and the number of copies of the bid as indicated in the BDS , clearly marking each |

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| | | <p>“ORIGINAL” and “COPY” 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> |
| | 22.2 | <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 BDS and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.</p> |
| | 22.3 | <p>Any interlineations, erasures, or overwriting shall be valid only if they are signed by the person(s) authorized for signing the Bid.</p> |

D. SUBMISSION OF BIDS

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| 23. Sealing and Marking of Bids | 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 “ORIGINAL” and “COPY”. The envelopes shall then be sealed in an outer envelope securely sealed in such a manner that opening and resealing cannot be achieved undetected. Note: <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.</i></p> |
| | 23.2 | <p>The inner and outer envelopes shall:</p> <ol style="list-style-type: none"> a) be addressed to the Procuring agency at the address given in the BDS; and b) bear the title of the subject procurement or project name, as the case may be as indicated in the BDS, the Invitation for Bids (ITB) title and number indicated in the BDS, and a statement: “DO NOT OPEN BEFORE”, to be completed with the time and the date specified in the BDS, pursuant to ITB 24.1. |
| | 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"> a) Bidder shall submit his TECHNICAL PROPOSAL |

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| | | <p>and FINANCIAL PROPOSAL in separate inner envelopes and enclosed in a single outer envelope.</p> <p>b) ORIGINAL and each copy of the Bid shall be separately sealed and put in separate envelopes and marked as such.</p> <p>c) The envelopes containing the ORIGINAL and copies will be put in one sealed envelope and addressed / identified as given in ITB 23.2.</p> |
| | 23.4 | <p>The inner and outer envelopes shall:</p> <p>a) be addressed to the Procuring agency at the address provided in the BDS;</p> <p>b) bear the name and identification number of the contract as defined in the BDS; and provide a warning not to open before the time and date for bid opening, as specified in the BDS pursuant to ITB 24.1.</p> <p>c) In addition to the identification required in ITB 23 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 ITB 25.</p> |
| | 23.5 | <p>If all envelopes are not sealed and marked as required by ITB 23.2, ITB 23.3 and ITB 23.4 or incorrectly marked, the Procuring agency will assume no responsibility for the misplacement or premature opening of bid.</p> |
| 24. Deadline for Submission of Bids | 24.1 | <p>Bids shall be received to the Procuring agency no later than the date and time specified in the BDS.</p> |
| | 24.2 | <p>The Procuring agency may, under exceptional circumstances and at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB 9, in which case all rights and obligations of the Procuring agency and bidders previously subject to the deadline will thereafter be subject to the new deadline.</p> |
| 25. Late Bids | 25.1 | <p>The Procuring agency shall not consider for evaluation of any bid that arrives after the deadline for submission of bids, in accordance with ITB 24.</p> |
| | 25.2 | <p>Any bid received by the Procuring agency after the deadline for submission of bids shall be declared late, recorded, rejected and returned unopened to the bidder.</p> |

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| 26. Substitution and Modification of bids | 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 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 ITB 22 . |

E. OPENING AND EVALUATION OF BIDS

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| 27. Opening of Bids | 27.1 | The Procuring agency 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 in the BDS . The bidders' representatives present shall sign a attendance sheet as a proof of their attendance. |
| | 27.2 | First, envelopes marked " WITHDRAWAL " 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 " SUBSTITUTION " 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 " MODIFICATION " 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 |

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| | | 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 may consider appropriate, will be announced by the Procurement Evaluation Committee. |
| | 27.6 | In case of Single Stage Two Envelope Procedure, the Procuring agency will open the Technical Proposals in public at the address, date and time specified in the BDS 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 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 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 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 ITB 25 . |
| | 27.11 | The Procuring agency 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 |

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| | | 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, 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. |
| 28. Confidentiality | 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 processing of bids or award decisions may result in the rejection of its bid. |
| | 28.3 | Notwithstanding ITB 28.2 from the time of bid opening to the time of contract award, if any bidder wishes to contact the Procuring agency 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. |
| 29. Clarification of Bids | 29.1 | To assist in the examination, evaluation and comparison of bids, the Procuring agency 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 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 during the evaluation of bids which shall be sought in accordance with ITB 32 . |
| | 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: |

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| | | <ul style="list-style-type: none"> a) evaluation & qualification criteria; b) required scope of work; c) contract price; d) all securities requirements; e) tax requirements; f) terms and conditions of bidding documents. g) change in the ranking of the bidder |
| | 29.4 | From the time of bid opening to the time of Contract award if any bidder wishes to contact the Procuring agency 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. |
| 30. Preliminary Examination of Bids | 30.1 | <p>Prior to the detailed evaluation of bids, the Procuring agency will determine whether each bid:</p> <ul style="list-style-type: none"> a) meets the eligibility criteria defined in ITB 3 and ITB 4; b) has been prepared as per the format and contents defined by the Procuring agency in the bidding documents; c) has been properly signed; d) is accompanied by the required securities; and e) is substantially responsive to the requirements of the bidding documents. <p>The Procuring agency's determination of a bid's substantial responsiveness will be based on the contents of the bid itself.</p> |
| | 30.2 | <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"> a) affects in any substantial way the scope, quality, or performance of the Works; b) limits in any substantial way, inconsistent with the bidding documents, the Procuring agency's rights or the bidders' obligations under the Contract; or c) if rectified, would affect unfairly the competitive position of other bidders presenting substantially responsive bids. |
| | 30.3 | The Procuring agency will confirm that the documents and |

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| | | information specified under ITB 11, 12 and 13 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. |
| | 30.4 | <p>The Procuring agency 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>Explanation: <i>A minor informality, non-conformity or irregularity is one that is merely a matter of form and not of substance. It also pertains to some immaterial defect in a Bid or variation of a bid from the exact requirements of the invitation that can be corrected or waived without being prejudicial to other bidders. The defect or variation is immaterial when the effect on quantity, quality, or delivery is negligible when contrasted with the total cost or scope of the works. The Procuring agency 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. Examples of minor informalities or irregularities include failure of a bidder to –</i></p> <ul style="list-style-type: none"> <i>(a) Submit the number of copies of signed bids required by the invitation;</i> <i>(b) Furnish required information concerning the number of its employees;</i> <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> |
| | 30.5 | <p>Provided that a Technical Bid is substantially responsive, the Procuring agency 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</p> |

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| | | the rejection of its bid. |
| | 30.6 | Provided that a Technical Bid is substantially responsive, the Procuring agency 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. |
| | 30.7 | If a bid is not substantially responsive, it will be rejected by the Procuring agency and may not subsequently be evaluated for complete technical responsiveness. |
| 31. Examination of Terms and Conditions; Technical Evaluation | 31.1 | The Procuring agency 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. For this purpose: “Deviation” means departure from the requirements specified in the Bidding Document. “Reservation” means setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document. |
| | 31.2 | The Procuring agency shall evaluate the technical aspects of the bid submitted in accordance with ITB 31 , to confirm that all requirements specified in Section V – Works Requirement, Technical Specifications 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 determines that the bid is not substantially responsive in accordance with ITB 30 , it shall reject the bid. |

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| <p>32. Correction of Arithmetic Errors</p> | <p>32.1</p> | <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"> 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 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; 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 c) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern. 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. |
| | <p>32.2</p> | <p>The amount stated in the Bid will, be rectified by the Procuring agency in accordance with the above procedure for the correction of errors and, with, the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount, its bid shall be rejected after forfeiture of Bid Security or execution of the Bid Securing Declaration, as the case may be, in accordance with ITB 19.9.</p> |

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| <p>33. Conversion to Single Currency</p> | <p>33.1</p> | <p>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’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.</p> |
| | <p>33.2</p> | <p>To facilitate evaluation and comparison, the Procuring agency 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.</p> |
| | <p>33.3</p> | <p>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 BDS.</p> |
| <p>34. Evaluation of Bids</p> | <p>34.1</p> | <p>The Procuring agency shall evaluate and compare only the bids determined to be substantially responsive, pursuant to ITB 30.</p> |
| | <p>34.2</p> | <p>In evaluating the Technical Proposal of each Bid, the Procuring agency shall use the criteria and methodologies listed in the BDS and in terms of works requirement. No other evaluation criteria or methodologies shall be permitted.</p> |
| | <p>34.3</p> | <p>The Procuring agency’s evaluation of a bid will take into account:</p> <ul style="list-style-type: none"> 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; b) price adjustment for correction of arithmetic errors in accordance with ITB 32.1; |

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| | | c) converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with ITB 33 ; |
| | 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 BDS . |
| | 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>Explanation: <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> |

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| 35. Domestic Preference | 35.1 | If the BDS so specifies, the Procuring agency 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. |
| 36. Determination of Most Advantageous Bid | 36.1 | The Procuring agency 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 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 | The determination shall be based upon an examination of the documentary evidence of the bidder’s qualifications submitted by the bidder, pursuant to ITB 12 . |
| | 37.3 | Prior to contract award, the Procuring agency will verify that the successful bidder (including each member of a JV) is not blacklisted/debarred. The Procuring agency will conduct the same verification for each sub-contractor proposed by the successful bidder. |
| 38. Sub-Contractors | 38.1 | The bidder shall provide details regarding any specialized sub-contractor to the Procuring agency. In case change of sub-contractors, the bidder shall promptly notify the Procuring agency and obtain approval for replacement of sub-contractors. |
| | 38.2 | Bidders may propose sub-contracting up to the percentage of total value of contracts or the volume of works as specified in the BDS . |

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| <p>39. Abnormally Low Financial Bid</p> | <p>39.1</p> | <p>Where the bid price is considered to be abnormally low, the Procuring agency 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> <ul style="list-style-type: none"> a) The Procuring agency may reject a bid if the Procuring agency 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; b) Before rejecting an abnormally low bid the Procuring agency shall request the bidder an explanation of the bid or of those sections which it 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; c) The decision of the Procuring agency to reject a bid and reasons for the decision shall be recorded in the procurement proceedings and promptly communicated to the bidder concerned; d) The Procuring agency shall not incur any liability solely by rejecting abnormally bid; and e) An abnormally low bid means, in the light of the Procuring agency’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>Guidance for Procuring agency:</p> <p>In order to identify the Abnormally Low Bid (ALB) following approaches can be considered to minimize the scope of subjectivity:</p> <ul style="list-style-type: none"> (i) Comparing the bid price with the cost estimate; (ii) Comparing the bid price with the bids offered by other bidders submitting substantially responsive bids; and (iii) Comparing the bid price with prices paid in similar contracts in the recent past either government- or development partner-funded. |
| | <p>39.2</p> | <p>The Procuring agency will determine to its satisfaction whether the bidder that is selected as having submitted the most advantageous bid is qualified to perform the contract</p> |

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| | | satisfactorily, in accordance with the criteria listed in ITB 12 |
| | 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 ITB 12 , as well as such other information as the Procuring agency 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 may seek "Certificate for Independent Price Determination" from the bidder and the results of reference checks may be used in determining award of contract. <i>Explanation: The Certificate shall be furnished by the bidder. The bidder shall certify that the price is determined keeping in view of all the essential aspects such as raw material, its processing, value addition, optimization of resources due to economy of scale, transportation, insurance and margin of profit etc.</i> |
| | 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 will proceed to the next ranked bidder to make a similar determination of that bidder's capabilities to perform satisfactorily. |

F. AWARD OF CONTRACT

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| <p>40. Criteria of Award</p> | <p>40.1</p> | <p>Subject to ITB 36 and 37, the Procuring agency 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:</p> <ul style="list-style-type: none"> a) eligible in accordance with the provisions of ITB 3; b) is determined to be qualified to perform the Contract satisfactorily; and c) Successful negotiations have been concluded, if any. |
| <p>41. Negotiations</p> | <p>41.1</p> | <p>The Committee of the Procuring agency may negotiate with the Most Advantageous Bidder relating to the following areas:</p> <ul style="list-style-type: none"> (a) a minor alteration to the technical (drawings, design technical specifications) details of the statement of works; (b) Methodology, work plan, staffing in view to streamline the work; (c) a minor amendment to the special conditions of Contract; (d) finalizing payment arrangements; (e) clarifying details that were not apparent or could not be finalized at the time of Bidding; |
| | <p>41.2</p> | <p>Where negotiation fails to result into an agreement, the Procuring agency may invite the next ranked bidder for negotiations. Where negotiations are commenced with the next ranked bidder, the Procuring agency shall not reopen earlier negotiations.</p> |
| <p>42. Procuring agency's Right to reject All Bids</p> | <p>42.1</p> | <p>Notwithstanding ITB 37, the Procuring agency 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 the justification of those grounds.</p> |
| | <p>42.2</p> | <p>Notice of the rejection of all bids shall be given promptly to all bidders that have submitted bids.</p> |
| | <p>42.3</p> | <p>The Procuring agency shall upon request communicate to any bidder the grounds for its rejection of its bids, but is not required to justify those grounds.</p> |

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| 43. Variations | 43.1 | The Procuring Agency may make any variation in the quantity of the Works or any part thereof that may, in its opinion, be necessary and for that purpose, or if for any other reason it shall, in its opinion, be appropriate as per BDS . |
| 44. Instructions for variations | 44.1 | The Contractor shall not make any such variation without an instruction of the Procuring Agency. |
| 45. Valuation of Variations | 45.1 | All variations and any additions to the Contract Price which are required to be determined shall be valued at the rates and prices set out in the Contract if, in the opinion of the Procuring Agency, the same shall be applicable. If the Contract does not contain any rates or prices applicable to the varied work, the Procuring Agency shall fix such rates or prices as are, in its opinion, appropriate and shall notify the Contractor accordingly. |
| 46. Notification of Award | 46.1 | Prior to the award of contract, the Procuring agency shall issue a Final Evaluation Report giving justification for acceptance or rejection of the bids. |
| | 46.2 | Where no complaints have been lodged, the bidder whose bid has been accepted will be notified of the award by the Procuring agency 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 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 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). |
| | 46.3 | The notification of award will constitute the formation of the Contract, subject to the bidder furnishing the Performance Security (or guarantee) in accordance with ITB 48 and signing of the contract in accordance with ITB 47 . |
| | 46.4 | Upon the successful bidder's furnishing of the performance security (or guarantee) pursuant to ITB 48 , the Procuring agency will promptly notify each unsuccessful bidder, the name of the successful bidder and the Contract amount and will discharge the Bid Security or Bid Securing Declaration of the bidder(s) pursuant to ITB 19 . |

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| 47. Signing of Contract | 47.1 | Promptly after notification of award, Procuring agency shall send the successful bidder the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract. |
| | 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 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. |
| 48. Performance Security (or Guarantee) | 48.1 | After the receipt of the Letter of Acceptance, the successful bidder, within the specified time, shall deliver to the Procuring agency a Performance Guarantee in the amount and in the form stipulated in the BDS and SCC , 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 BDS which shall be in any of the following:</p> <ul style="list-style-type: none"> (a) certified cheque, cashier's or manager's cheque, or bank draft; (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; (c) bank guarantee confirmed by a reputable local bank or, in the case of a successful foreign bidder, bonded by a foreign bank; or (d) surety bond callable upon demand issued by any reputable surety or insurance company. <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 ITB 47 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 may make the award to the next most advantageous bidder or reinstate the procurement process afresh (as a case may be). |
| 49. Advance Payment | 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. |
| | 49.2 | The Procuring agency will provide an advance payment as |

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| | | 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's "Notice to Commence" as specified in the SCC. |
| 50. General Performance of the Bidders | 50.1 | The Procuring agency reserves the right to obtain information regarding performance of the bidders on their previously awarded contracts / works. The Procuring agency may seek information / report from the previous employer for consideration. However, the Procuring agency shall incorporate such parameters in the evaluation criteria and accordingly decide the fate of the bid submitted. |
| 51. Corrupt & Fraudulent Practices | 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. |

F. GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM

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| 52. Constitution of Grievance Redressal | 52.1 | Procuring agency 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. |
| 53. GRC Procedure | 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 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. |

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| | 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 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 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. |

G. MECHANISM OF BLACKLISTING

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| 54. Mechanism of Blacklisting | 54.1 | The Procuring agency 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 proposes to debar the bidder or contractor from participating in any public procurement of the Procuring agency; and (c) the statement, if needed, about the intention of the Procuring agency to make a request to the |

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| | | Authority for debaring the bidder or contractor from participating in public procurements of all the procuring agencies. |
| | 54.3 | The Procuring agency 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 may issue notice for personal hearing to the bidder or contractor/ authorize representative of the bidder or contractor and the Procuring agency 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 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 shall give minimum of seven days to the bidder or contractor for appearance before the designated officer of the Procuring agency 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. |

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| | 54.7 | The Procuring agency 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 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 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. |
| | 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. 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 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 |
|--------------------------|-------------------|---|
| A. Introduction | | |
| 1. | 1.1 | <p>Name of Procuring Agency: <i>Competition Commission of Pakistan.</i></p> <p>The subject of procurement is: Refurbishment of the Office Premises located at 8th floor (north side) of ISE Towers, Jinnah Avenue, Islamabad.</p> <p>Period for completion of the works: Bidder should complete Refurbishment work within ONE MONTH from the date of issuance of letter of commencement.</p> <p>Duration of Contract: <i>six (06) months, from the date of signing of contract.</i></p> <p>Commencement date execution of the civil works: <i>From the date of issuance of letter of commencement.</i></p> <p>Type of Procurement: <i>National Competitive Bidding</i></p> |
| 2. | 2.1 | <p>Financial year for the operations of the Procuring agency: 2025-26</p> <p>Name of Project: Refurbishment of Office Premises.</p> <p>Brief of Project: The CCP has recently leased 4,043 sq.ft. of office space on the 8th floor (north side). The existing fittings, fixtures, rooms, workstations, etc located on the 3rd floor and basement-II, will be dismantled and relocated and installed/fixed at the 8th floor. This will include the supply of new/unused material and installation of additional rooms and workstations, as stipulated in the Scope of Works/Schedule of Requirements of Section-VI.</p> <p>Name of financing institution: <i>Competition Commission of Pakistan.</i></p> <p>Name and identification number of the Contract: Refurbishment of Office Premises. <i>Identification No. CCP-ADMN-122.</i></p> |
| 3. | 3.1 | Joint venture, consortium not allowed. |

B. Bidding Documents

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| 7. | 7.2 | <p>In Clause 7.2 of ITB the following is added/amended where applicable:</p> <p>The bidder shall submit/upload bid electronically along with required documents on EPADS, as per PPRA instructions. The hard copies are not required. However, the bidder shall furnish original instrument of Bid Security to the procuring agency before bid submission deadline.</p> |
| 8. | 8.1 | <p>In Clause 8.1 of ITB the following is added:</p> <p>The clarification regarding bids must be submitted in writing on EPADS, as per PPRA's instructions.</p> <p>Requests for clarification should be received by the Procuring Agency no later than five (05) days before the deadline for submission of Bids.</p> |
| | 8.3 | <p>In Clause 8.3 of ITB the following is added/amended where applicable:</p> <p>That Procuring Agency's response will be uploaded on EPADS, including a description of the inquiry, but without specifying its source.</p> |
| | 8.5 | <p>It is added in clause 8.5 of ITB that, no pre-bid meeting will be held.</p> <p>However, the prospective bidders are advised to conduct a site visit for collecting necessary information of scope of work, including measurements, details of dismantling, installations, fittings, site conditions, specifications, or other details outlined in the bidding document. This includes inspecting samples of materials, equipment, or finishes specified in the bidding documents. Site visits may be conducted during office hours (excluding public holidays).</p> <p>The bidders will bear all risks and liabilities associated with any errors, inaccuracies, or discrepancies in measurements, estimates, or calculations, and the procuring agency disclaims any liability whatsoever in this regard.</p> |

C. Preparation of Bids

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| 10. | 10.1 | The Language of all correspondences and documents related to the Bid is: English. |
| 12 | 12.3 | It is added in clause 12.3 that The bidders are required to submit documents as listed in <u>Appendix-A</u> of Section-V , with the Bid to meet |

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| | | eligibility/qualification criteria. Bids that fail to provide all required documents or do not meet the eligibility criteria will be rejected and considered non-responsive. |
| | 15.5 | It is added in Clause 15.5 that no price adjustment during the performance of contract will be allowed, unless specified in the Contract. |
| | 15.6 | The procurement will be performed on single lot basis, under lump-sum contract. |
| 16. | 16.1 to 16.4 | It is further added in Clauses 16.1 to 16.4 that the currency of the Bid shall be: Pakistani Rupee. |
| 18. | 18.1 | The Bid Validity period shall be: 90 (ninety) days |
| 19. | 19.1 | The amount of Bid Security shall be: PKR.90,000/- (Ninety Thousand Rupees only). The currency of the Bid Security shall be: Pakistani Rupee. The bidder shall upload scanned copy of bid security instrument on EPADS along with duly filled, signed and stamped bid-security form. The original instrument shall be furnished to procuring agency before due date and time of bid submission. |
| | 19.3 | The Bid Security shall be in the form of: Call deposit/ Pay Order/demand draft/bank guarantee, of the specified amount in favour of <u>Competition Commission of Pakistan</u> and valid for twenty eight (28) days beyond the end of the validity period of bid. This shall also apply if the period of Bid Validity is extended. The bid security of all bidders, except three top ranked bidders, will be returned/ released after announcement of final evaluation report, or as per Clause 19.7 of ITB. The bid security of 2 nd and 3 rd ranked bidders will be returned/released after entering into Contract with the most advantageous bidder. The bid security of the most advantageous/ successful bidder will be retained upto providing of Performance Security as per conditions of Contract. |
| | 19.3 (c) | As indicated in clause 19.3 of BDS above. |
| 20. | 20.1 to 20.3 | Alternative Bids are not permitted. Clauses 20.1 to 20.3 of ITB are deleted. |
| 21. | 21.2 | Clause 21.2 of ITB is amended as under: The request for withdrawal of bids must be submitted on EPADS, before deadline of bid submission date and time. |
| 22. | 22.1 | Clause 22.1 of ITB is substituted as under: |

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| | | <p>One set of electronic bid duly signed and stamped should be submitted on EPADS only, as per PPRA instructions.</p> <p>Bidders are required to sign and stamp the bidding documents, issued by the procuring agency, and submit them on EPADS.</p> <p>Manual bids shall not be accepted. Hard/manual copies of documents are not required.</p> |
| | 22.2 | <p>Clause 22.2 of ITB is substituted as under:</p> <p>Copies of bid are not required. One set of duly filled, signed and stamped bids should be submitted on EPADS.</p> <p>The Bidder shall submit on EPADS written confirmation of authorization, on their official letterhead, stating the name(s) and title(s) of personnel authorized to sign the bid on behalf of the Bidder.</p> |

D. Submission of Bids

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| 23. | 23.1 | <p>Clauses 23.1 and 23.5 of ITB are substituted as under:</p> <p>The bids must be submitted on EPADS, as per PPRA's instructions for <u>Single Stage Single Envelope Procedure</u>, under <u>Least Cost Based Selection Method</u>.</p> |
| | 23.2 | Clause 23.2 of ITB is deleted. As on EPADS no such requirement exists. |
| | 23.3 | Clause 23.3 ITB is deleted. |
| | 23.4 & 23.5 | <p>Clauses 23.4 & 23.5 of ITB are substituted as under:</p> <p>No hard copy is required.</p> |
| 24. | 24.1 | <p>The Bids shall be uploaded by bidder on EPADS as per instructions of PPRA.</p> <p>The deadline for electronic Bid submission on EPADS is: Date: August 01, 2025 Time: 03:00 p.m</p> <p>Bidders shall not have the option of submitting their Bids personally/physically/hard copy.</p> |

E. Opening and Evaluation of Bids

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| 27. | 27.1 | <p>The Bid opening shall take place at 9th Floor (South), CCP Office, ISE Towers, Jinnah Avenue, Islamabad.</p> <p>Date: August 01, 2025 Time: 03:30 p.m.</p> <p>In clauses 27.1 to 27.14 of ITB the following is added and</p> |
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| | | amended where applicable. All e-bids must be submitted on EPADS as per PPRA's regulations. The e-bids received by the due date and time will be opened on EPADS. |
| 33. | 33.2 | Clause 33.1 and 33.2 of the ITB are deleted and replaced with the following provision: The currency for bid submission and evaluation shall be Pakistani Rupees (PKR). |
| | 33.3 | The currency of bids shall be PAKISTANI RUPEES only. |
| 34. | 34.2 | Evaluation Techniques Least Cost Based Selection (LCBS) After meeting the requirements of eligibility, technical qualification and substantial responsiveness, the bid in compliance with the schedule of requirement/technical specifications/ and/or requisite quality threshold, the total price tendered in Price Schedules/Form of Financial Bid and having lowest evaluated cost (or financial bid) shall be considered highest ranked bid or most advantageous bid in accordance with relevant procurement rules. Ranking: Bids will be ranked in ascending order of total evaluated cost (total of all items). The lowest evaluated bid will be ranked first. |
| | 34.3 | Clause 34.3 of the ITB is deleted and substituted as under: The comparison shall be between the evaluated total Lumpsum bid price of the eligible and qualified bidders tendered for the procurement as per Price Schedule/Form of Financial Bid. |
| | 34.4 & 34.5 | Clauses 34.4 & 34.5 of ITB are deleted. |
| 35. | 35 | Domestic preference not applicable. |
| 38. | 38.2 | Clause 38.2 of ITB is deleted and replaced as under: Sub-contracting is not allowed. |
| 43 | 43.1 | Variation allowed are upto 20% of contract price. |
| F. Award of Contract | | |
| 48. | 48 | The Performance Security (or guarantee) shall be: 10% of the Contract Price. The Performance Guarantee shall be equivalent to 10% of the contract price in Pakistani rupees. The successful bidder shall furnish the performance guarantee to the Procuring Agency within the period specified in the Letter of Acceptance. |
| | 48 | The Performance Security (or guarantee) shall be in the form of: pay order/demand draft/bankers cheque or bank guarantee, valid for a period of 06 months to cover warranty/defect liability period. |

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| | 49.1 | It is added in clause 49.1 of ITB, that: No advance payment will be made. |
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G. Review of Procurement Decisions

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| 53. | 53.6 | The Address of PPRA to submit a copy of appeal: Grievance Redressal Appellate Committee, Public Procurement Regulatory Authority 1 st 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:
ELIGIBILITY AND TECHNICAL QUALIFICATION CRITERIA

**Eligibility and Qualification Criteria
(Submit all documents on EPADS)**

| Sr# | Details of Eligibility Criteria (a) | documents required to assess eligibility (b) | Documents as per Col.b are attached (c) | |
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| | | | Yes | No |
| 1. | Bidders must be Active Taxpayers, registered with the relevant tax authorities for applicable taxes on Civil Works in Islamabad, and listed on the Active Taxpayers List (ATL) of FBR. | Provide proof of active taxpayer to confirm ATL status and registration certificates of relevant tax authorities. | | |
| 2. | Bid Security of Rs.90,000/- in the shape of Call deposit/Pay order/demand draft, or bank guarantee (as per instructions of bidding document). | Upload copy of instrument on EPADS along with bid documents. And furnish original instrument to the procuring agency before opening of bids. | | |
| 3. | The bid should accompany an undertaking on the stamp paper to the effect: (i) that the firm is not on the list of blacklisted firms on PPRA website, and has not been black listed by any government, semi government or autonomous organization; and (ii) that the firm is not under any stage of bankruptcy. | Provide affidavit on non-judicial paper duly signed and stamped by the authorized representative. | | |
| 4. | The bidder must have completed minimum three (03) projects of a similar nature in multi-story office buildings (having 10 or more floors) over the last five years. Each project must have had a value of over three million rupees and been undertaken for government departments, autonomous organizations, banks, multinational companies, public sector organizations, private entities etc. | Provide copies of contracts/completion certificates/work orders, or any other document to verify completed assignments. | | |
| 5. | The bidder's annual turnover for the past three years must be more than 10 million per annum. | Attached copies of tax returns or financial statement, showing details of turnover. | | |
| 6. | The bid/bidding documents must be signed by an authorized person, who has been granted power of attorney/authorization for this purpose. | Provide letter of authorization/Power of Attorney on letter head of the company/firm or on stamp paper. | | |
| 7. | The Bidder must have an established presence in Rawalpindi/Islamabad, with at least one office, sub- | Provide Affidavit on company letter-head indicating complete address, | | |

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| | office, or workshop, that is adequately staffed and equipped to undertake repair and maintenance work similar to this project. | landline phone numbers of the office/branch/workshop located in Rawalpindi/ Islamabad. | | |
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The bids of the bidders who fail to provide/or meet any of the above eligibility requirements will be rejected, and no further evaluation of the bids of such bidders will be performed thereof. **Upload all these documents on EPADS.**

**SECTION VI:
SCOPE OF WORKS/SCHEDULE OF REQUIREMENT**

SCOPE OF WORK/SCHEDULE OF REQUIREMENT
REFURBISHMENT OF OFFICE PREMISES OF CCP

| S NO. | DETAILS/TECHNICAL SPECIFICATIONS | UNIT | QTY |
|-------|---|------|------|
| 1 | <p><u>DISMANTLING AND RE-FIXING:</u></p> <p>(a) CAREFUL DISMANTLING AND REMOVAL OF EXISTING ROOMS, WORKSTATIONS, AND MATERIALS FROM THE 3RD FLOOR AND BASEMENT-II OF ISE TOWERS, CONSISTING OF:</p> <ul style="list-style-type: none"> - 3 ROOMS WITH WOOD PARTITIONING AND GLASS DOORS WITH ALUMINUM FITTINGS - 12 WORKSTATIONS. - FITTINGS FROM BASEMENT-II - RECEPTION AREA. - ELECTRICAL, PHONE, INTERNET, SECURITY CAMERA, TV etc., CABLING. - CEILING LIGHTS AND OTHER FITTINGS AND FIXTURES. <p>(b) RELOCATION OF DISMANTLED ITEMS TO THE 8TH FLOOR (NORTH SIDE) OF ISE TOWERS, INCLUDING RE-FIXING AND INSTALLATION AS PER FLOOR PLAN.</p> <p>(c) RESTORATION OF THE VACANT 3RD FLOOR PREMISES, APPROXIMATELY 2464 SQ.FT, INCLUDING:</p> <ul style="list-style-type: none"> - REPAIRS TO DAMAGES ON FLOORS, WALLS, AND CEILINGS. - DAY CARE CEILING CHANGE - PAINT WORK TO RESTORE THE AREA WHERE NECESSARY. - REMOVAL OF DEBRIS FROM SITE. <p><i>(THESE ARE ESTIMATION, FOR EXACT CALCULATIONS /MEASUREMENTS/ QUANTITIES INSPECT SITE)</i></p> | JOB | 1 |
| 2 | <p><u>PARTITION WALL:</u></p> <p>SUPPLY AND INSTALLATION OF NEW WOODEN PARTITION WALL WITH 12mm THICK MDF (LASANI) SHEETS OR EQUIVALENT ON BOTH SIDES FIXED OVER WOOD FRAMEWORK INCLUDING ALL NECESSARY HARDWARE, ADHESIVE AND SURFACE FINISHING, WITH 4 INCH WOODEN SKIRTING WITH POLISH, COMPLETE AS PER SAMPLE.</p> | SFT | 1040 |
| 3 | <p><u>GLASS WORK:</u></p> <p>SUPPLY AND INSTALLATION OF 12mm THICK CLEAR NON TEMPERED GLASS (TARIQ/GHANI or EQUIVALENT), USING D48 ALUMINUM, (THICKNESS 2MM) COMPLETE AS PER SAMPLES.</p> | SFT | 170 |
| 4 | <p>12 MM THICK GLASS DOORS (42 INCH/7 FEET SIZE) USING D48 ALUMINUM 2MM GOOD QUALITY DOOR MACHINES, DOOR LOCKS AND WOODEN HANDLES ETC., (AS PER SAMPLES).</p> | NOS | 06 |
| 5 | <p>FROSTED PAPER (TAIWAN MADE) OR EQUIVALENT SUPPLY AND FIXING FOR GLASS DOORS AND OTHER AREAS, (AS PER SAMPLE)</p> | SFT | 590 |

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| 6 | <u>PAINT WORK:</u> SUPPLY AND APPLICATION OF PAINT WORK USING ICI MATT ENAMEL OR EQUIVALENT, INCLUDING SURFACE PREPARATION WITH ICI OR EQUIVALENT WALL PUTTY, PROPER SANDING WITH SANDPAPER FOR SMOOTH FINISH, AND COMPLETE APPLICATION IN MULTIPLE COATS TO ACHIEVE A HIGH QUALITY FINAL LOOK. | SFT | 8000 |
| 7 | <u>CEILING LIGHTS:</u> SUPPLY AND INSTALLATION OF CEILING LIGHTS 12 WATTS OF OSAKA OR EQUIVALENT BRAND, COMPLETE WITH PAKISTAN/FAST CABLE OR EQUIVALENT COPPER WIRING AND NECESSARY ELECTRICAL FITTINGS, ACCESSORIES, ENSURING FULL FUNCTIONALITY AND COMPLIANCE WITH SAFETY STANDARDS (AS PER SAMPLES). | NOS | 50 |
| 8 | <u>WORK STATIONS:</u> SUPPLY AND FABRICATION OF WORKSTATION WITH, USING LASANI SHEETS. COMPLETE INSTALLATION WILL INCLUDE ALL NECESSARY FITTING AND HARDWARE, FINISHED TO A HEIGHT STANDARD TO ENSURE DURABILITY AND AESTHETIC APPEAL (AS PER SAMPLES). | NOS | 10 |
| 9 | <u>SIDE DRAWERS:</u> SUPPLY AND FABRICATION OF SIDE DRAWERS WITH, USING LASANI SHEETS SAME AS USING WITH WORKSTATIONS. COMPLETE INSTALLATION WILL INCLUDE ALL NECESSARY FITTING AND HARDWARE, FINISHED TO A HEIGHT STANDARD TO ENSURE DURABILITY AND AESTHETIC APPEAL (AS PER SAMPLES). | NOS | 10 |
| 10 | <u>POWER / LIGHT PLUGS:</u> SUPPLY AND INSTALLATION OF DOUBLE LIGHT PLUG WITH 4MM PAKISTAN / FAST CABLE OR EQUIVALENT, INCLUDING COMPLETE WIRING SWITCHES AND SOCKETS, LIGHTS FIXTURES, AND OTHER RELATED ACCESSORIES ALL EXECUTED AS PER APPROVED LAYOUT PLAN AND SITE CONDITIONS AND COMPLIANCE WITH SAFETY STANDARDS. | NOS | 60 |
| 11 | <u>TELEPHONE /INTERCOM CONNECTIONS:</u> SUPPLY AND INSTALLATION OF IO SHEETS WITH CONNECTIONS USING CAT-6 CABLE FOR TELEPHONE AND INTERCOM. WORK INCLUDES PROPER LABELING AND FIXING OF THE IO SHEETS ENSURING NEAT ALIGNMENT AND SECURE CONNECTIVITY AS PER STRUCTURED CABLING STANDARDS. | NOS | 110 |
| 12 | <u>WALL CLADDING :</u> SUPPLY AND INSTALLATION OF WALL CLADDING ON WALLS AND COLUMNS USING ASH VENEER MDF PANELS WITH PARTIAL WOOD WITH FRAMING / BEADING COMPLETE WITH SANDING AND LACQUER POLISH FINISH (AS PER SAMPLES) | SFT | 360 |
| 13 | <u>H V A C :</u> PROVISION AND INSTALLATION OF ADDITIONAL HVAC COMPONENTS INCLUDING DIFFUSERS, VENTS, AND FLEXIBLE DUCTS WHERE FOUND MISSING TO COMPLETE THE SYSTEM AS PER SITE REQUIREMENT. (AS PER SAMPLES) | NOS | 5 |
| 14 | CAT 6 COPPER CABLE WITH PVC PIPE, (FROM 8 TH FLOOR SOUTH SIDE TO 8 TH FLOOR NORTH SIDE) | RFT | 600 |

| | | | |
|----|--|-----|-----|
| 15 | REMOVAL OF OLD CEILING SHEETS FROM 8 TH FLOOR (NORTH SIDE), SUPPLY AND INSTALLATION OF NEW CEILING SHEET 2X2 8MM (ARISH BRAND EQUIVALENT) AS PER SAMPLE | NOS | 750 |
| 16 | 05 AMIRAHS – LASANI LAMINATION SHEETS HAVING 1.6 FOOT DEPTH, FRONT POLISH FINISH AS PER SAMPLE | SFT | 160 |

SFT: *Square Feet.*

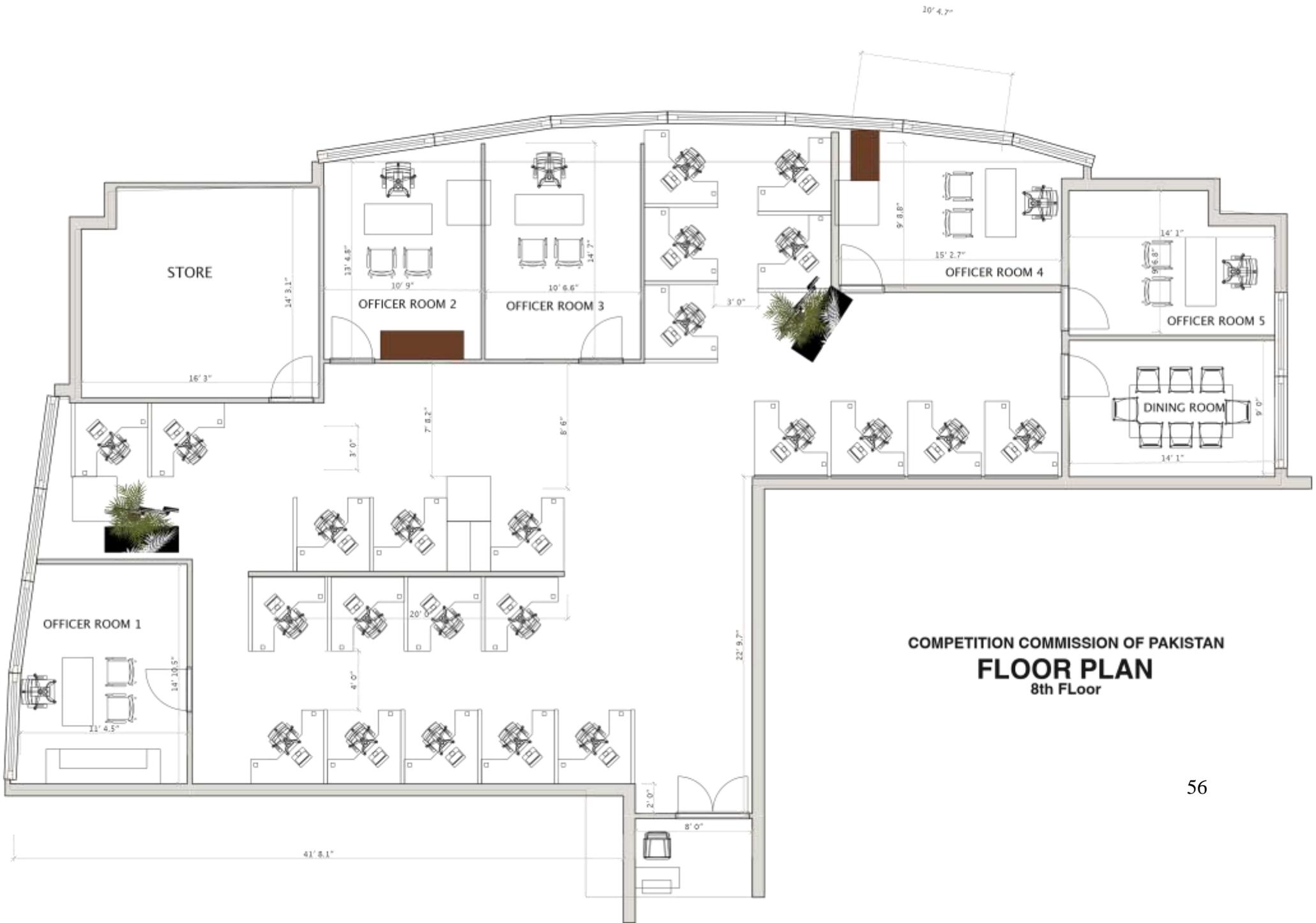
NOS: *Numbers.*

RFT: *Running foot*

Equivalent means the approved equivalent, (which refers to a new/unused product/item/material that has been approved by the Procuring Agency as meeting the required specifications, standards and quality).

Special Instructions:

- (a) *All materials, items, and supplies used for the works shall be new and unused, except for those relocated from the 3rd floor and Basement-II store, which may be reused.*
- (b) *Prospective bidders are advised to conduct a site visit to gain a comprehensive understanding of the project's requirements, site conditions, by-laws of building etc. This includes inspecting samples, materials, equipment, or finishes specified in the bidding documents. Site visits should be planned during office hours (excluding public holidays).*
- (c) *As per the bylaws of the building, all installation, fitting, and dismantling work must be conducted at night. Daytime work (during office hours) is strictly prohibited. During office hours, the use of Cargo lifts and other facilities for transporting equipment, material, accessories, drills, cutters etc., is not permitted. Cargo lifts are available from 07:00 p.m. to 06:00 a.m. and on holidays during both day and night.*
- (d) *The contractors must ensure that all installation-related waste, debris, and other materials are removed from the corridors, combined areas, by 7:00 a.m. daily, prior to the start of office hours.*
- (e) **PROVISIONAL FLOOR PLAN IS ATTACHED AT PAGE-56 BELOW)**



COMPETITION COMMISSION OF PAKISTAN
FLOOR PLAN
 8th Floor

SECTION VII: STANDARD BIDDING FORMS

Letter of Bid – Technical Proposal

Date of this Bid submission:

RFB No.:

To: *[insert complete name of Procuring Agency]*

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 based on execution of a Bid Securing Declaration or Bid Securing Declaration in the Procuring agency'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: *[insert a brief description of the WORKS]*;
- (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. 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]_____

*: In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder.

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

Letter of Bid - Financial Proposal

Date of this Bid submission:

Request for Bid No.:

Name of Project.:

To: *[insert complete name of Procuring Agency]*

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 as one lot is: _____
amount in words _____
_____.
- (c) **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]* _____

*: In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder.

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

FINANCIAL BID FORMAT

PRICE SCHEDULE/BILL OF QUANTITIES
REFURBISHMENT OF THE OFFICE PREMISES OF CCP

Bid Price (incl. of all applicable taxes)(Pak Rupees)

| S NO. | DETAILS | UNIT | QTY | RATE | AMOUNT |
|-------|---|------|------|------|--------|
| 1 | <p><u>DISMANTLING AND RE-FIXING:</u></p> <p>(a) CAREFUL DISMANTLING AND REMOVAL OF EXISTING ROOMS, WORKSTATIONS, AND MATERIALS FROM THE 3RD FLOOR OF ISE TOWERS, CONSISTING OF:</p> <ul style="list-style-type: none">- 3 ROOMS WITH WOOD PARTITIONING AND GLASS DOORS WITH ALUMINUM FITTINGS- 12 WORKSTATIONS.- RECEPTION AREA.- ELECTRICAL, PHONE, INTERNET, SECURITY CAMERA, TV etc., CABLING.- CEILING LIGHTS AND OTHER FITTINGS AND FIXTURES. <p>(c) RELOCATION OF DISMANTLED ITEMS TO THE 8TH FLOOR (NORTH SIDE) OF ISE TOWERS, INCLUDING RE-FIXING AND INSTALLATION AS PER FLOOR PLAN.</p> <p>(c) RESTORATION OF THE VACANT 3RD FLOOR PREMISES, APPROXIMATELY 2464 SQ.FT, INCLUDING:</p> <ul style="list-style-type: none">- REPAIRS TO DAMAGES ON FLOORS, WALLS, AND CEILINGS.- DAY CARE CEILING CHANGE- PAINT WORK TO RESTORE THE AREA WHERE NECESSARY.- REMOVAL OF DEBRIS FROM SITE. <p><i>(THESE ARE ESTIMATION, FOR EXACT CALCULATIONS /MEASUREMENTS/ QUANTITIES INSPECT SITE)</i></p> | JOB | 1 | | |
| 2 | <p><u>PARTITION WALL:</u></p> <p>SUPPLY AND INSTALLATION OF WOODEN PARTITION WALL WITH 12mm THICK MDF (LASANI) SHEETS ON BOTH SIDES FIXED OVER WOOD FRAMEWORK INCLUDING ALL NECESSARY HARDWARE, ADHESIVE AND SURFACE FINISHING, WITH 4 INCH WOODEN SKIRTING WITH POLISH, COMPLETE AS PER SAMPLE.</p> | SFT | 1040 | | |

| | | | | | |
|----|--|-----|------|--|--|
| 3 | <u>GLASS WORK:</u> SUPPLY AND INSTALLATION OF 12mm THICK CLEAR NON TEMPERED GLASS (TARIQ/GHANI or EQUIVALENT), USING D48 ALUMINUM, (THICKNESS 2MM) COMPLETE AS PER SAMPLES. | SFT | 170 | | |
| 4 | 12 MM THICK GLASS DOORS (42 INCH/7 FEET SIZE) USING D48 ALUMINUM 2MM GOOD QUALITY DOOR MACHINES, DOOR LOCKS AND WOODEN HANDLES ETC., (AS PER SAMPLES). | NOS | 06 | | |
| 5 | FROSTED PAPER (TAIWAN MADE) OR EQUIVALENT SUPPLY AND FIXING FOR GLASS DOORS AND OTHER AREAS, (AS PER SAMPLE) | SFT | 590 | | |
| 6 | <u>PAINT WORK :</u> SUPPLY AND APPLICATION OF PAINT WORK USING ICI MATT ENAMEL OR EQUIVALENT, INCLUDING SURFACE PREPARATION WITH ICI OR EQUIVALENT WALL PUTTY, PROPER SANDING WITH SANDPAPER FOR SMOOTH FINISH, AND COMPLETE APPLICATION IN MULTIPLE COATS TO ACHIEVE A HIGH QUALITY FINAL LOOK. | SFT | 8000 | | |
| 7 | <u>CEILING LIGHTS:</u> SUPPLY AND INSTALLATION OF CEILING LIGHTS 12 WATTS OF OSAKA OR EQUIVALENT BRAND, COMPLETE WITH PAKISTAN/FAST CABLE OR EQUIVALENT COPPER WIRING AND NECESSARY ELECTRICAL FITTINGS, ACCESSORIES, ENSURING FULL FUNCTIONALITY AND COMPLIANCE WITH SAFETY STANDARDS (AS PER SAMPLES). | NOS | 50 | | |
| 8 | <u>WORK STATIONS:</u> SUPPLY AND FABRICATION OF WORKSTATION WITH, USING LASANI SHEETS. COMPLETE INSTALLATION WILL INCLUDE ALL NECESSARY FITTING AND HARDWARE, FINISHED TO A HEIGHT STANDARD TO ENSURE DURABILITY AND AESTHETIC APPEAL (AS PER SAMPLES). | NOS | 10 | | |
| 9 | <u>SIDE DRAWERS:</u> SUPPLY AND FABRICATION OF SIDE DRAWERS WITH, USING LASANI SHEETS SAME AS USING WITH WORKSTATIONS. COMPLETE INSTALLATION WILL INCLUDE ALL NECESSARY FITTING AND HARDWARE, FINISHED TO A HEIGHT STANDARD TO ENSURE DURABILITY AND AESTHETIC APPEAL (AS PER SAMPLES). | NOS | 10 | | |
| 10 | <u>POWER / LIGHT PLUGS:</u> SUPPLY AND INSTALLATION OF DOUBLE LIGHT PLUG WITH 4MM PAKISTAN / FAST CABLE OR EQUIVALENT, INCLUDING COMPLETE WIRING SWITCHES AND SOCKETS, LIGHTS FIXTURES, AND OTHER RELATED ACCESSORIES ALL EXECUTED AS PER APPROVED LAYOUT PLAN AND SITE CONDITIONS AND COMPLIANCE WITH | NOS | 60 | | |

| | | | | | |
|---|--|-----|------|--|--|
| | SAFETY STANDARDS. | | | | |
| 11 | TELEPHONE /INTERCOM : SUPPLY AND INSTALLATION OF IO SHEETS WITH CONNECTIONS USING CAT-6 CABLE FOR TELEPHONE AND INTERCOM. WORK INCLUDES PROPER LABELING AND FIXING OF THE IO SHEETS ENSURING NEAT ALIGNMENT AND SECURE CONNECTIVITY AS PER STRUCTURED CABLING STANDARDS. | NOS | 110 | | |
| 12 | WALL CLADDING : SUPPLY AND INSTALLATION OF WALL CLADDING ON WALLS AND COLUMNS USING ASH VENEER MDF PANELS WITH PARTIAL WOOD WITH FRAMING / BEADING COMPLETE WITH SANDING AND LACQUER POLISH FINISH (AS PER SAMPLES) | SFT | 1500 | | |
| 13 | H VAC: PROVISION AND INSTALLATION OF ADDITIONAL HVAC COMPONENTS INCLUDING DIFFUSERS, VENTS, AND FLEXIBLE DUCTS WHERE FOUND MISSING TO COMPLETE THE SYSTEM AS PER SITE REQUIREMENT. (AS PER SAMPLES) | NOS | 5 | | |
| 14 | CAT 6 COPPER CABLE WITH PVC PIPE, (FROM 8 TH FLOOR SOUTH SIDE TO 8 TH FLOOR NORTH SIDE) | RFT | 600 | | |
| 15 | REMOVAL OF OLD CEILING SHEETS FROM 8 TH FLOOR (NORTH SIDE), SUPPLY AND INSTALLATION OF NEW CEILING SHEET 2X2 8MM (ARISH BRAND EQUIVALENT) AS PER SAMPLE | NOS | 750 | | |
| 16 | 05 AMIRAHS – LASANI LAMINATION SHEETS HAVING 1.6 FOOT DEPTH, FRONT POLISH FINISH AS PER SAMPLE | SFT | 160 | | |
| | | | | | |
| TOTAL BID INCLUDING ALL APPLICABLE TAXES IN ISLAMABAD: | | | | | |
| Amount in Words: _____ _____ | | | | | |

Signature of Bidder:

Official Stamp.

Bidder's Information Form

| S# | Required details of bidders/Contractors | Response of bidders/Contractor |
|----|--|--------------------------------|
| 1. | Name of bidder/business, company, etc | |
| 2. | Address of Head Office/Principal place of business: Landline Phone No. Fax No. Email: | |
| 3. | Address of sub- Office/workshop in Rawalpindi/Islamabad: Landline Phone No. Email: | |
| 4. | Name of authorized Signatory: | |
| 5. | Contact details of signatory (Mobile, landline, email). | |

6. Information regarding any litigation, current or within the last 05 years, in which the Bidder is or has been involved (if there is no litigation write nil in the relevant column).

| Other party(ies) | Cause of dispute | Details of litigation award | Amount involved |
|------------------|------------------|-----------------------------|-----------------|
| (a) | | | |
| (b) | | | |

7. Bidders should provide any additional information required in the Bid Data Sheet and to fulfill the requirements of ITB 12.1.

We, the undersigned declare that

(a) The information contained in and attached to this form is true and accurate as of the date of bid submission.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Bidder: _____

Bid Security Form

To:
Convener, Procurement Committee,
Competition Commission of Pakistan.

Whereas _____ [name of the Bidder] (hereinafter called "the Bidder") has submitted its Bid dated _____ [date of submission of Bid] for Refurbishment of the Office Premises (hereinafter called "the Bid"). As per requirement of bidding document we hereby submit security of Rs. _____/- (rupees _____) in the form of pay order/demand draft in favour of Competition Commission of Pakistan.

THE CONDITIONS of this obligation are:

1. If the Bid

- (a) have withdrawn or modified our Bid during the period of Bid Validity specified in the Form of Bid;
- (b) Disagreement to arithmetical correction made to the Bid price; or
- (c) having been notified of the acceptance of our Bid by the Procuring Agency during the period of Bid Validity, (i) failure to sign the contract if required by Procuring Agency to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the Bidding Documents.

This guarantee shall remain in force up to and including twenty-eight (28) days after the period of Bid Validity.

Name: in the capacity of signed
Dated on day of 20

Letter of Acceptance

[Letter head paper of the Procuring Agency]

[date]

To: *[name and address of the Contractor]*

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 Special Conditions of Contract]* for the Contract Price of the equivalent of *[amount in numbers and words] [name of currency]*, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by us.

You are hereby informed that after you have read and return the attached draft Contract the parties to the contract shall sign the vetted contract within seven (07) days.

You are hereby required to furnish the Performance Security in the form and the amount stipulated in the Special Conditions of the Contract within a period of four (04) days after the receipt of Letter of Acceptance.

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

Attachment: Contract

Copy: Appointing Authority and Contractor

**SECTION VIII:
GENERAL CONDITIONS OF THE CONTRACT**

GENERAL CONDITIONS OF THE CONTRACT (GCC)

| | |
|-----------------------|--|
| 1. Definitions | <p>1.1 The following words and expressions shall have the meanings hereby assigned to them:</p> <ul style="list-style-type: none">a) “Authority” means Public Procurement Regulatory Authority.b) “Procuring Agency” means the entity named as Procuring Agency in the SCC and the legal successors in title to this person, procuring the works/services as named in SCC.c) "Contractor" means the person whose tender has been accepted by the Procuring Agency and the legal successors in title to such person, but not (except with the consent of the Employer) any assignee of such person, as per SCC.d) "Contract" means these Conditions (Parts I and II), the Specification, the Drawings, the Bill of Quantities, the Tender, the Letter of Acceptance, the Contract Agreement (if completed) and such further documents as may be expressly incorporated in the Letter of Acceptance or Contract Agreement (if completed).e) "Specification/Schedule of Requirement" means the specification of the Works included in the Contract.f) "Bill of Quantities/Price Schedule" means the priced and completed bill of quantities forming part of the Tender.g) "Tender/Bid" means the Contractor's documents including technical and financial bids, submitted to the Procuring Agency, for the execution and completion of the Works and the remedying of any defects therein in accordance with the provisions of the Contract.h) "Contract Price" means the sum stated in the Letter of Acceptance as payable to the Contractor for the execution and completion of the Works and the remedying of any defects therein in accordance with the provisions of the Contract.i) "Letter of Acceptance" means the formal acceptance by the Employer of the Tender.j) "Commencement Date" means the date upon which the Contractor receives the notice to commence issued by the Procuring Agency, as per SCC. |
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| | <p>k) “Contract Duration” means the period during which the contract is active and enforceable, beginning on the contract's effective date and ending on the contract's termination date as indicated in SCC.</p> <p>l) “Time for Completion” means the time for completing the execution of and passing the Tests on Completion, calculated from the Commencement Date, as per SCC.</p> <p>m) “Tests on Completion” means the tests specified in the Contract or otherwise agreed by the Procuring Agency and the Contractor which are to be made by the Contractor before the Works of any Section or part thereof are taken over by the Procuring Agency.</p> <p>n) “Defective Goods/Works” are those goods/works which are below standards, requirements or specifications stipulated in the Contract.</p> <p>o) “Works” means the tasks to be performed by Contractor as specified in the Schedule of Requirements and Contract.</p> <p>p) “Site” means the places provided by the Procuring Agency where the Works are to be executed and any other places as may be specifically designated in the Contract as forming part of the Site, as specified in SCC.</p> <p>q) “Cost” means all expenditure properly incurred or to be incurred, whether, on or off the Site, including overhead and other charges properly allocable thereto but does not include any allowance for profit.</p> <p>r) “Day” means calendar day.</p> <p>s) “Foreign currency” means a currency of a country other than that in which the Works are to be located.</p> <p>t) “Writing” means any hand-written, type-written, or printed communication, including telex, cable and facsimile transmission.</p> <p>u) “Arbitrator” means the person appointed with mutual consent of both the parties, to resolve contractual disputes as provided for in the General Conditions of the Contract.</p> <p>v) “Eligible Country” means the countries and territories eligible for participation in accordance with the policies of the Federal Government.</p> |
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| | <p>w) “GCC” means the General Conditions of Contract contained in this section.</p> <p>x) “Project Name” means the name of the project stated in SCC.</p> <p>y) “Force Majeure” means an unforeseeable event which is beyond reasonable control of either Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.</p> |
| <p>2. Application and interpretation</p> | <p>2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.</p> <p>2.2 In interpreting these Conditions of Contract headings and marginal notes are used for convenience only and shall not affect their interpretations unless specifically stated; references to singular include the plural and vice versa; and masculine include the feminine. Words have their ordinary meaning under the language of the Contract unless specifically defined.</p> <p>2.3 The documents forming the Contract shall be interpreted in the following order of priority:</p> <ol style="list-style-type: none"> (1) Form of Contract, (2) Special Conditions of Contract, (3) General Conditions of Contract, (4) Letter of Acceptance, (5) Letter of Commencement (6) Schedule of Requirement and Bill of Quantities (7) Contractor's Bid, and (8) Any other document listed in the Special Conditions of Contract as forming part of the Contract. |
| <p>3. Conditions Precedent</p> | <p>3.1 Having signed the Contract, it shall come into effect on the date on which the following conditions have been satisfied: -</p> <ol style="list-style-type: none"> a) Submission of performance Security (or guarantee) in the form specified in the SCC; b) Furnishing of Advance Payment Unconditional Guarantee. <p>3.2 If the Condition precedent stipulated on GCC Clause 3.1 is not met by the date specified in the SCC this contract shall not come into effect;</p> <p>3.3 If the Procuring Agency is satisfied that each of the conditions precedent in this contract has been satisfied (except to the</p> |

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|---|---|
| | <p>extent waved by him, but subject to such conditions as he shall impose in respect of such waiver) he shall promptly issue to the contractor a certificate of Contract commencement, which shall confirm the start date.</p> |
| 4. Governing Language | <p>4.1 The Contract as all correspondence and documents relating to the contract exchanged by the contractor and the Procuring Agency shall be written in the language specified in SCC. Subject to GCC Clause 3.1, the version of the Contract written in the specified language shall govern its interpretation.</p> |
| 5. Applicable Law | <p>5.1 The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC.</p> |
| 6. Use of Contract Documents and Information; Inspection and Audit by the Government of Pakistan | <p>6.1 The Contractor shall not, without the Procuring Agency’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Agency in connection therewith, to any person other than a person employed by the Contractor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.</p> <p>6.2 The Contractor shall not, without the Procuring Agency’s prior written consent, make use of any document or information enumerated in GCC Clause 7.1 except for purposes of performing the Contract.</p> <p>6.3 The Contractor shall permit the Government of Pakistan or / and agencies to inspect the Contractor’s accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the Government of Pakistan or / and the appropriate agencies, if so required by the Government of Pakistan or / and the appropriate agencies.</p> |
| 7. Patent and Copy Rights | <p>7.1 The Contractor shall indemnify the Procuring Agency against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in Pakistan.</p> |

| | |
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| <p>8. Performance Security (or Guarantee)</p> | <p>8.1 The Performance Security (or Guarantee) shall be provided to the Procuring Agency no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a bank or surety acceptable to the Procuring Agency, and denominated in the types and proportions of the currencies in which the Contract Price is payable as specified in the SCC.</p> <p>8.2 The proceeds of the Performance Security (or Guarantee) shall be payable to the Procuring Agency as compensation for any loss resulting from the Contractor's failure to complete its obligations under the Contract.</p> <p>8.3 The Performance Security (or Guarantee) shall be in one of the following forms:</p> <ul style="list-style-type: none"> a) A bank guarantee, an irrevocable letter of credit issued by a reputable bank, or in the form provided in the Bidding Documents or another form acceptable to the Procuring Agency; or b) A cashier's or certified check. <p>8.4 The performance security (or guarantee) will be discharged by the Procuring Agency and returned to the Contractor not later than thirty (30) days following the date of completion of the Contractor's performance obligations under the Contract, including any warranty obligations, unless otherwise specified in SCC.</p> |
| <p>9. Inspections and Test</p> | <p>9.1 The Procuring Agency or its representative shall have the right to inspect and verify the Goods/Works from any source, to confirm their conformity to the Contract/schedule of requirements at no extra cost to the Procuring Agency.</p> <p>9.2 Should any inspected or tested Goods fail to conform to the Specifications, the Procuring Agency may reject the Goods/Works, and the Contractor shall replace the rejected material/works to meet specification requirements without any cost to the Procuring Agency.</p> <p>9.3 Nothing in GCC Clause 9 shall in any way release the Contractor from any warranty or other obligations under this Contract.</p> |
| <p>10. Packing and other safety measures</p> | <p>10.1 The Contractor shall use such packing of the material/goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. Where applicable, packing case sizes and weights shall take into account the remoteness of the material/goods' final destination and the limited availability of heavy and large-size handling facilities at various points during transit.</p> |

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| | <p>10.2 The Contractor shall implement all necessary safety precautions to prevent disturbances, damage to adjacent properties, and harm to individuals during the transportation of materials and execution of construction work on site as specified in SCC, and in any subsequent instructions ordered by the Procuring Agency.</p> |
| 11. Delivery and Documents | <p>11.1 The Contractor shall after completion of the works as per Contract, shall provide all necessary documents containing details of specifications of material used, warranty documents (if any).</p> <p>11.2 Documents to be submitted by the Contractor are specified in SCC.</p> |
| 12. Insurance | <p>12.1 The Contractor may obtain insurance to cover loss or damage during works at site, transportation, storage, and delivery. This insurance protects against unforeseen events, ensuring the project's continuity and safeguarding the interests of all parties involved.</p> |
| 13. Transportation | <p>13.1 Where the Contractor is required under the Contract to transport the Goods to a specified place of destination within Pakistan, defined as the Project Site, transport to such place of destination in Pakistan, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Contractor, and related costs shall be part of the Contract Price as per Letter of Acceptance.</p> |
| 14. Related Services | <p>14.1 The Contractor may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> |
| 15. Warranty/ Defect Liability Period | <p>15.1 The Contractor warrants that all materials/goods supplied under the Contract are new and unused. Furthermore, the Contractor guarantees that the Goods supplied under this Contract are free from defects arising from design, materials, or workmanship (except where the design and/or materials are provided/specified by the Procuring Agency). This warranty covers defects that may develop during normal use of the Goods in Pakistan's prevailing conditions.</p> <p>15.2 This warranty shall remain valid for a period specified in the SCC after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for a period specified in the SCC.</p> <p>15.3 The Procuring Agency shall promptly notify the Contractor in writing or in electronic forms that provide record of the content of communication of any claims arising under this warranty.</p> |

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| | <p>15.4 Upon receipt of such notice, the Contractor shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods/materials or parts thereof, without costs to the Procuring Agency.</p> <p>15.5 If the Contractor, having been notified, fails to remedy the defect(s) within the period specified in SCC, the Procuring Agency may proceed to take such remedial action as may be necessary, at the Contractor's risk and expense and without prejudice to any other rights which the Procuring Agency may have against the Contractor under the Contract.</p> |
| 16. Payment | <p>16.1 The method and conditions of payment to be made to the Contractor under this Contract shall be specified in SCC.</p> <p>16.2 The Contractor's request(s) for payment shall be made to the Procuring Agency in writing or in electronic forms, accompanied by an invoice describing, as appropriate, the goods/material delivered and works performed, upon fulfillment of other obligations stipulated in the Contract.</p> <p>16.3 Payments shall be made promptly by the Procuring Agency, within thirty (30) days after submission of an invoice or claim by the Contractor. However, no interest shall be paid on late payments as specified in the SCC.</p> <p>16.4 The currency or currencies in which payment is made to the Contractor under this Contract shall be specified in SCC subject to the following general principle: payment will be made in the currency or currencies in which the payment has been requested in the Contractor's Bid.</p> |
| 17. Prices | <p>17.1 The contract price shall be as specified in the Contract Agreement Subject to any additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.</p> <p>17.2 Prices charged by the Contractor for Goods delivered and works performed under the Contract shall not vary from the prices quoted by the Contractor in its Bid, with the exception of any price adjustments authorized in SCC or in the Procuring Agency's request for Bid Validity extension, as the case may be.</p> |
| 18. Variations/ Change Orders | <p>18.1 The Procuring Agency may at any time, by a written order given to the Contractor pursuant to GCC Clause 19, make changes within the general scope of the Contract in any one or more of the following:</p> |

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| | <p>a) Modifications to designs, fittings, placement, or specifications for Goods and Works specifically manufactured/procured for the Procuring Agency.</p> <p>c) The Services/works to be performed by the Contractor.</p> <p>18.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Contractor's performance of any provisions under the Contract an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Contractor for adjustment under this clause must be asserted within fifteen (15) days from the date of the Contractor's receipt of the Procuring Agency change order as per SCC.</p> |
| 19. Contract Amendments | 19.1 Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties. |
| 20. Assignment | 20.1 Neither the Procuring Agency nor the Contractor shall assign, in whole or in part, obligations under this Contract, except with the prior written consent of the other party. |
| 21. Sub-contracts | <p>21.1 The Contractor shall consult the Procuring Agency in the event of subcontracting under this contract if not already specified in the Bid. Subcontracting shall not alter the Contractor's obligations.</p> <p>21.2 Subcontracts must comply with the provision of GCC Clause 5.</p> |
| 22. Delays in the Contractor's Performance | <p>22.1 The Contractor shall complete the works in accordance with the time schedule prescribed by the Procuring Agency in the Schedule of Requirements.</p> <p>22.2 If at any time during performance of the Contract, the Contractor or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods/material and performance of works, the Contractor shall promptly notify the Procuring Agency in writing that provide record of the content of communication of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Contractor's notice, the Procuring Agency shall evaluate the situation and may at its discretion extend the Contractor's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.</p> <p>22.3 Except as provided under GCC Clause 25, a delay by the Contractor in the performance of its obligations shall render the Contractor liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is</p> |

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| | agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages. |
| 23. Liquidated Damages | 23.1 Subject to GCC Clause 25, if the Contractor fails to perform works within the period(s) specified in the Contract, the Procuring Agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed works or unperformed works for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the performance security (or guarantee) specified in SCC. Once the said maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to GCC Clause 24. |
| 24. Termination for Default | <p>24.1 The Procuring Agency or the Contractor, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the concerned party may terminate the Contract if the other party causes a fundamental breach of the Contract.</p> <p>24.2 Fundamental breaches of Contract shall include, but shall not be limited to the following:</p> <ol style="list-style-type: none"> a) the Contractor fails to perform tasks within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Agency; or b) the Contractor fails to perform any other obligation(s) under the Contract; c) Contractor's failure to submit performance security (or guarantee) within the time stipulated in the SCC; d) the Contractor has abandoned or repudiated the contract. e) the Procuring Agency or the Contractor is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation; f) a payment is not paid by the Procuring Agency to the Contractor after 60 days from the due date for payment; g) the Procuring Agency gives Notice that goods delivered with a defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Procuring Agency; and h) if the Procuring Agency determines, based on the reasonable evidence, that the Contractor has engaged in corrupt, coercive, collusive, obstructive or fraudulent practices, in competing for or in executing the Contract. <p>For the purpose of this clause: "Corrupt and Fraudulent Practice" means the practices as described in Rule-2 (1) (f) of Public Procurement Rules-2004.</p> |

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| | <p>24.4 In the event the Procuring Agency terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Procuring Agency may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Contractor shall be liable to the Procuring Agency for any excess costs for such similar Goods or Services. However, the Contractor shall continue performance of the Contract to the extent not terminated.</p> |
| <p>25. Termination for Force Majeure</p> | <p>25.1 Notwithstanding the provisions of GCC Clauses 22, 23, and 24, neither Party shall have any liability or be deemed to be in breach of the Contract for any delay nor is other failure in performance of its obligations under the Contract, if such delay or failure is a result of an event of Force Majeure.</p> <p>25.2 For purpose of this clause, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent.</p> <p>25.3 If a Party (hereinafter referred to as “the Affected Party”) is or will be prevented from performing its substantial obligation under the contract by Force Majeure, it shall give a Notice to the other Party giving full particulars of the event and circumstance of Force Majeure in writing or in electronic forms that provide record of the content of communication of such condition and the cause thereof. Unless otherwise directed by the Procuring Agency in writing or in electronic forms that provide record of the content of communication, the Contractor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.</p> |
| <p>26. Termination for Insolvency</p> | <p>26.1 The Procuring Agency may at any time terminate the Contract by giving written notice to the Contractor if the Contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Contractor, provided that such termination will not prejudice or affect any</p> |

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| | right of action or remedy which has accrued or will accrue thereafter to the Procuring Agency. |
| 27. Termination for Convenience | <p>27.1 The Procuring Agency, by written notice sent to the Contractor, may terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring Agency's convenience, the Contract is terminated, and the date upon which such termination becomes effective.</p> <p>27.2 The Goods/material and works that are complete and ready for use within thirty (30) days after the Contractor's receipt of notice of termination shall be accepted by the Procuring Agency at the Contract terms and price. For the remaining works, the Procuring Agency may elect:</p> <ul style="list-style-type: none"> a) To have any portion completed and delivered at the Contract terms and prices; and / or b) To cancel the remainder and pay to the Contractor an agreed amount for partially completed works and for materials and parts installed by the Contractor. |
| 28. Disputes Resolution | <p>28.1 In the event of any dispute arising out of this contract, either party shall issue a notice of dispute to settle the dispute amicably. The parties hereto shall, within twenty-eight (28) days from the notice date, use their best efforts to settle the dispute amicably through mutual consultations and negotiation. Any unsolved dispute may be referred by either party to an arbitrator that shall be appointed by mutual consent of the both parties.</p> <p>28.2 After the dispute has been referred to the arbitrator, within 30 days, or within such other period as may be proposed by the Parties, the Arbitrator shall give its decision. The rendered decision shall be binding to the Parties.</p> |
| 29. Procedure for Disputes Resolution | <p>29.1 The arbitration shall be conducted in accordance with the arbitration procedure published by the Institution named and in the place shown in the SCC.</p> <p>29.2 The rate of the Arbitrator's fee and administrative costs of arbitration shall be borne equally by the Parties. The rates and costs shall be in accordance with the rules of the Appointing Authority. In conducting arbitration to its finality each party shall bear its incurred costs and expenses.</p> <p>29.3 The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place shown in the SCC.</p> |

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| <p>30. Replacement of Arbitrator</p> | <p>30.1 Should the Arbitrator resign or die, or should the Procuring Agency and the Contractor agree that the Arbitrator is not functioning in accordance with the provisions of the contract, a new Arbitrator shall be appointed by mutual consent of the both parties.</p> |
| <p>31. Limitation of Liability</p> | <p>31.1 Except in cases of negligence or willful conduct, and in the case of infringement pursuant to GCC Clause 8,</p> <ul style="list-style-type: none"> a) The Contractor shall not be liable to the Procuring Agency, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the Procuring Agency; and b) The aggregate liability of the Contractor to the Procuring Agency, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment or to any obligation of the Contractor to indemnify the Procuring Agency with respect to patent infringement. |
| <p>32. Notices</p> | <p>32.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or in electronic forms that provide record of the content of communication and confirmed in writing or in electronic forms that provide record of the content of communication to the other party's address specified in SCC.</p> <p>32.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.</p> |
| <p>33. Taxes and Duties</p> | <p>33.1 A foreign Contractor shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside Pakistan.</p> <p>33.2 If any tax exemptions, reductions, allowances or privileges may be available to the Contractor in Pakistan the Procuring Agency shall use its best efforts to enable the Contractor to benefit from any such tax savings to the maximum allowable extent.</p> <p>33.3 A local Contractor shall be entirely responsible for all taxes, duties, license fees, etc.</p> |

SECTION IX: SPECIAL CONDITIONS OF THE CONTRACT (SCC)

Special Conditions of Contract (SCC)

The following Special Conditions of Contract (SCC) shall supplement the GCC. Whenever there is a conflict, the provisions herein shall prevail over those in the GCC. The corresponding clause number of the GCC is indicated in parentheses.

| SCC Clause Number | GCC Clause Number | Amendments of, and Supplements to, Clauses in the GCC |
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| | Definitions (GCC 1) | |
| 1 | 1.1(b) | The Procuring Agency is: Competition Commission of Pakistan (CCP) |
| | 1.1(c) | The Contractor will be a bidder whose bid will be evaluated as most advantageous bid and with whom the Contract will be signed by the Procuring Agency. |
| | 1.1(j) | The Commencement date for the execution of works will be counted from the date of issuance of Letter of Commencement. |
| | 1.1(k) | The Duration of the Contract shall be Six (06) months from the date of signing of Contract. |
| | 1.1(l) | The works shall be completed within a period of ONE MONTH from the date of issuance of Letter of Commencement. |
| | 1.1(p) | The Site of works is: 8 th Floor (north side), 3 rd floor, Basement-II of ISE Towers, Jinnah Avenue, Islamabad. |
| | 1.1(x) | The title of the Project is: Refurbishment of the Office Premises. |
| | Application and Interpretation | |
| 2 | 2.3 | Clause 2.3 of GCC is amended as under: The documents forming the Contract shall be interpreted in the following order of priority: (a) This form of Contract; (b) the Special Conditions of Contract; (c) the General Conditions of the Contract; (d) Procuring Agency's Letter of Acceptance. (e) Letter of Commencement (f) the Scope of Work/Schedule of Requirements (including special instructions); (g) the Letter of Financial Bid/the Price Schedule/Bill of Quantities submitted by the Bidder; |
| | Conditions Precedent | |
| 3 | 3.1(a) & (b) | There is no conditions precedent. |
| | Governing Language (GCC 4) | |
| 4 | 4.1 | The Governing Language shall be English only. |
| | Applicable Law (GCC 5) | |

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| 5 | 5.1 | It is added in Clause 5.1 of GCC that: The Applicable Law shall be Laws of the Islamic Republic of Pakistan for Federal Capital Territory Islamabad. |
| | Performance Security (or guarantee) (GCC 8) | |
| 8 | 8.1 | It is added in Clause 8.1 of GCC that: The Performance Security shall be 10% of the Contract Price and valid beyond 28 days after expiry of Contract period. |
| | 8.3(a)(b) | It is added in Clause 8.3(a) & (b) of GCC that: The Performance Security (or guarantee) shall be in the form of: Call deposit, or Demand Draft, or Pay Order or Bank Guarantee, from the scheduled bank of Pakistan, in favour of Competition Commission of Pakistan. |
| | 8.4 | It is added in Clause 8.4 of GCC that: The performance security shall be returned within 28 days after the completion of Warranty/Defect Liability period. |
| | Inspections and Tests (GCC 9) | |
| 9 | 9.1 | It is added in Clause 9.1 of GCC that: The Procuring Agency's representatives will regularly inspect and verify the works, materials, items, and goods to ensure they meet quality and standard stipulated in the contract specifications/ schedule of requirements. Before installing or fixing materials and goods, the Contractor must invite the Procuring Agency's representative to conduct an inspection of material. |
| | Packing (GCC Clause 10) | |
| 10 | 10.2 | The following is added in clause 10.2 of GCC that: The ISE Tower, has its own set of by-laws that dictate how goods/materials are transported to the building thereby from the basement or ground floor to the 8th floor (construction site). To ensure safe and efficient transportation, the contractor must carefully pack all items to prevent damage and comply with the building's size restrictions. It is important that the contractors familiarizes themselves with the ISE Building's by-laws and adheres to them strictly to avoid delays, damage to property, or accidents. Proper |

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| | | packing, size restrictions, and compliance with by-laws are essential to ensure a smooth transportation process. |
| | Delivery and Documents (GCC Clause 11) | |
| 11 | 11.2 | <p>It is added in clause 11.2 of GCC that upon successful completion of works the Contractor shall notify the Procuring Agency and submit the following documents to the Procuring Agency:</p> <ul style="list-style-type: none"> i One original plus two copies of the Contractor's invoice showing delivered Goods/ items description, quantity, unit price, and total amount of works etc. as per bid. ii Original Warranty cards of goods/items (if any) |
| | Insurance (GCC Clause 12) | |
| 12 | 12.1 | <p>It is added in clause 12.1 of GCC that:</p> <p>The Contractor may obtain insurance of his goods including transportation insurance at his own cost (if any) and required by the Contractor. It is the duty of Contractor to provide all goods/ material and complete the works safely in good condition to procuring agency at the mentioned site.</p> |
| | Related Services (GCC Clause 14) | |
| 14 | 14.1 | <p>It is added in Clause 14.1 of GCC that the Contractor shall perform all tasks as stipulated in the Scope of Works/Schedule of Requirements within the accepted bid/Contract price and timeframe. The bidder shall comply with the special instructions given in the Scope of Work/Schedule of Requirements.</p> |
| | Warranty and Defect Liability Period (GCC Clause 15) | |
| 15 | 15.2 | <p>It is added in clause 15.2 of GCC that:</p> <p>The contractor shall provide a 6-month warranty and defect liability period for all items, equipment, materials, and installations. During this period, the contractor shall promptly replace or repair any defective items or works free of charge. The decision of the procuring agency regarding the declaration of an item/work as defective shall be binding and conclusive.</p> |

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| | | Moreover, if during or after expiry of defect liability period any item is found defective, substandard, or below standard requirements or specifications, the procuring agency will inform the Contractor in writing and the Contractor will be bound to replace the item(s) with fresh, faultless, flawless item(s) within a period of 14 days without any charges or cost to procuring agency. |
| | 15.4 | It is added in Clause 15.4 of GCC that: The period for correction of defects is 14 days. |
| | 15.5 | If the Contractor, having been notified, fails to remedy the defect(s) within the period of 14 days, the Procuring Agency may proceed to take such remedial action as may be necessary, as per Clause 15.5 of GCC. |
| | Payment (GCC Clause 16) | |
| 16 | 16.1 | It is added in clause 16.1 of GCC that: The amount of the approved delivered, installed goods/material and works performed, will be paid to the Contractor through crossed cheque within thirty (30) days of the receipt of invoice (subject to the deduction of applicable taxes in Islamabad). |
| | 16.3 | It is added in clause 16.3 of GCC that: No interest is payable on the delay payments under the contract. |
| | 16.4 | It is added in clause 16.4 of GCC that: All payments will be made in PAK Rupees Only. |
| | Prices (GCC 17) | |
| 17 | 17.1 & 17.2 | It is added in clause 17.1 & 17.2 of GCC that: Prices under this contract are fixed, unless changes to the Works specified in the Schedule of Requirements necessitate a price adjustment pursuant to Clause 18 of the GCC. |
| | Variations/Change Order | |
| 18 | 18.2 | Variations allowed are upto 20% of the Contract price. |
| | Liquidated Damages (GCC Clause 23) | |
| 23 | 23.1 | 1% of the value of delayed works per day up to 10% of contract price. |
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| | | Procedure for Dispute Resolution (GCC Clause 32) |
| 28 | 28.1 | Dispute Resolution: It is added in clause 28 of GCC that the Chairman CCP shall have the sole authority to appoint mediator/arbitrator for final decision. |
| | | Notices (GCC Clause 31) |
| 31 | 31.1 | Procuring Agency's address for notice purposes: Competition Commission of Pakistan, through its Chairman, 8th Floor, ISE Towers, Jinnah Avenue, Islamabad. Contractor's address for notice purposes: _____ _____ _____. |

SECTION X: CONTRACT FORMS

Form of Contract

THIS AGREEMENT made the _____ day of _____ 20____ between Competition Commission of Pakistan, (hereinafter called “the Procuring Agency”) of the one part and _____ [name of Contractor] of [city and country of Contractor] (hereinafter called “the Contractor”) of the other part:

WHEREAS the Procuring Agency invited Bids for Refurbishment of the Office Premises of CCP, 8th floor (north side), ISE Towers, Jinnah Avenue, Islamabad, and has accepted a Bid by the bidder for provision of services/works in accordance with Bill of Quantities/Scope of Works in the sum of Rs. _____ Rupees _____ [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) the Special Conditions of Contract;
 - (c) the General Conditions of the Contract;
 - (d) Procuring Agency’s Letter of Acceptance.
 - (e) Letter of Commencement
 - (f) the Schedule of Requirements/Specifications;
 - (g) the Letter of Financial Bid/the Price Schedule/Bill of Quantities submitted by the Bidder;
3. In consideration of the payments to be made by the Procuring Agency to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Procuring Agency to provide the goods and related services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring Agency hereby covenants to pay the Contractor in consideration of the provision of the goods and related services 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.

Signed, sealed, delivered by _____ the _____ (for the Procuring Agency)

Witness to the signatures of the Procuring Agency:

.....

Signed, sealed, delivered by _____ the _____ (for the Contractor)

Witness to the signatures of the Contractor: ...

Performance Security (or guarantee) Form

To: Competition Commission of Pakistan (CCP)

WHEREAS _____ *[name of Contractor]*
(hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. _____ *[reference number of the contract]* dated _____ *[insert date]* to delivery _____ *[description of goods and services]* (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you Performance Security, we hereby submit performance security of Rs. _____ rupees _____ in the form of pay order/demand draft in favour of Competition Commission of Pakistan, for compliance with the Contractor's performance obligations in accordance with the Contract.

OR

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish Competition Commission of Pakistan with an irrevocable 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 Competition Commission of Pakistan, on behalf of the Contractor, up to a total of Rs. _____ rupees _____ *[amount of the guarantee in words and figures]*, and we undertake to pay Competition Commission of Pakistan, upon its 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 CCP 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

[name of bank or financial institution]

[address]

[date]