

Bid Document

Tender No. ZTBL-16-2024

REVAMPING /REFURBISHMENT OF ZTBL REGIONAL OFFICE, DERA
GHAZI KHAN



**ZARAI TARAQIATI BANK
LIMITED (ZTBL)**

July, 2024

PREFACE

This Bidding Document has prepared by the Zarai Taraqiati Bank Limited (ZTBL), Islamabad and is based on the National Standard Bidding Document for the Procurement of works issued by the Public Procurement Regulatory Authority (PPRA). National Standard Bidding/Procurement Documents are developed for standardizing the procurement procedures and practices in the procuring agencies of the Federation of Pakistan and has the status of the Regulations in terms of section 27 of the PPRA Ordinance read with Rule-23(4) of Public Procurement Rules. For any missing information in this document, PPRA standard bid document for Procurement of Information Technology Products and Services shall be considered for guidance.

The document consists of general as well as specific provisions to be applicable for the procurement of works and can be used with or without pre-qualification process. The specific provisions supplement to the general provisions and may be amended or opted by the procuring agencies in the manner and to the extent prescribed in the respective sections.

This document is a live document, and may be updated on 30th June of each financial year (as an when required) considering the regulatory experience feedback based on monitoring the procurement practices and valuable suggestions of the stakeholders (i.e. procuring agencies, vendors and general public).

Standard Bidding Documents For
REVAMPING /REFURBISHMENT OF ZTBL REGIONAL OFFICE, DERA
GHAZI KHAN

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 – Works Requirements, Technical Specifications, Drawings, Supplementary Information and Bill of Quantities

This Section includes the Drawings, and supplementary information that describe the Works to be procured.

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, Integrity Pact and other relevant forms. The forms for **Performance Security/ Guarantee and Beneficial Owners Information** will be provided by the successful bidder to whom Letter of Acceptance is issued, before the award of contract.

PART-A
BIDDING PROCEDURE & REQUIREMENTS

SECTION I: INVITATION FOR BIDS

ZARAI TARAQIATI BANK LIMITED

Tender No. ZTBL-16-2024

For
[REVAMPING /REFURBISHMENT OF ZTBL REGIONAL OFFICE, DERA
GHAZI KHAN]
Invitation For Bids

Date:26-07-2024

1. This Invitation for Bids follows the Procurement Notice (PN) for the subject Project which appeared in newspapers, PPRA & ZTBL websites and on EPADS.
2. The Procuring Agency has reserved the funds for the procurement planned during the financial year 2024. It is intended that part of the proceeds of the fund will be used to cover eligible payment
3. The ZTBL now invites electronic bids from eligible bidders for subject works. *The Bidding Document require bidders to have valid PEC Registration (Minimum category C-6), Valid registration for Income Tax & Sales Tax, Active Tax payer (ATL).*
4. The bidding shall be conducted in line with the [single stage two envelope bidding, 36b] procedure prescribed under Public Procurement Rules 2004, e-Pak Procurement Regulations, 2023 and any Regulations, Regulatory Guides, 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 in an acceptable form in the amount of [PKR 600,000]
6. The electronic bids prepared in accordance with the instructions prescribed in the electronic bidding documents must be submitted through EPADS on or before 19-08-2024 at 11:00AM. Electronic bids will be opened by using EPADS on the same day at 11:30AM. *Pre-bid meeting shall be held on 06-08-2028 at 11:00 AM in ZTBL head office, Islamabad.*

Haseeb Akhtar
Vice President
Head, Procurement Department,
General Services Division
Zarai Taraqiati Bank Limited
Head Office, Zero Point, Islamabad.
Landline #: 051-9252798

Table of Contents

Standard Bidding Documents For	3
Invitation For Bids.....	5
Table of Contents.....	6
SECTION II: INSTRUCTION TO BIDDERS (ITBs).....	9
A. INTRODUCTION	9
1. Scope of Bid.....	9
2. Source of Funds	9
3. Eligible Bidders	9
4. Eligible Material and Equipment	11
5. One Bid per Bidder	12
6. Cost of Bidding.....	12
B. BIDDING DOCUMENTS	12
7. Contents of Bidding Documents.....	12
8. Clarification of Bidding Document, Pre-bid Meeting	13
9. Amendment of Bidding Documents	14
C. PREPARATION OF BIDS	15
10. Language of Bid.....	15
11. Documents Establishing Eligibility of Material, Equipment and Works, their Conformity to Bidding Documents.....	15
12. Documents Establishing Eligibility and Qualification of the Bidder	16
13. Letter of Bid and Schedules	17
14. Letter of Bid.....	17
15. Bid Prices	17
16. Currencies of Bid and Payment	18
17. Documents Comprising the Technical Proposal.....	19
18. Bid Validity Period	19
19. Bid Security or Bid Securing Declaration	19
20. Alternative Bids by Bidders.....	21
21. Withdrawal of Bids	22
22. Format and Signing of Bid.....	22
D. SUBMISSION OF BIDS	22
23. Sealing and Marking of Bids	22
24. Deadline for Submission of Bids	23
25. Late Bids	23
26. Substitution and Modification of bids.....	23
E. OPENING AND EVALUATION OF BIDS	24
27. Opening of Bids	24
28. Confidentiality	25
29. Clarification of Bids.....	25
30. Preliminary Examination of Bids.....	26
31. Examination of Terms and Conditions; Technical Evaluation	28
32. Correction of Arithmetic Errors.....	29
33. Conversion to Single Currency.....	30

34. Evaluation of Bids.....	30
35. Domestic Preference	32
36. Determination of Most Advantageous Bid	32
37. Qualification of Bidder	32
38. Sub-Contractors	32
39. Abnormally Low Financial Bid	33
F. AWARD OF CONTRACT.....	35
40. Criteria of Award	35
41. Negotiations	35
42. ZTBL’s Right to reject All Bids	35
43. Variations	36
44. Instructions for variations	36
45. Valuation of Variations.....	36
46. Notification of Award.....	37
47. Signing of Contract.....	37
48. Performance Security (or Guarantee)	38
49. Advance Payment	39
50. General Performance of the Bidders.....	39
51. Corrupt & Fraudulent Practices	39
F. GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM.....	39
52. Constitution of Grievance Redressal	39
53. GRC Procedure	39
G. MECHANISM OF BLACKLISTING	40
54. Mechanism of Blacklisting	40
SECTION III: BID DATA SHEET Bid Data Sheet (BDS)	43
Section IV. Eligible Countries	49
Section V. Evaluation and Qualification Criteria	50
Evaluation	50
Qualification Criteria	51
2.1.....	51
History of Non-Performing Contracts	51
Non-performance of a contract did not occur as a result of contractor default since January 2021.	51
Must meet requirement.....	51
Form CON-2 (As per format given in bid document).....	51
SECTION V: WORKS REQUIREMENT, TECHNICAL SPECIFICATIONS, DRAWINGS, SUPPLEMENTARY INFORMATION AND BILL OF QUANTITIES	54
Scope of Works.....	55
Technical Specifications	56
Drawings.....	57
<i>Supplementary Information</i>	58
Bill of Quantities	62
Bill No. 1—Civil works.....	64
Bill No. 2—Sanitary and plumbing Works.....	73
Bill No. 3—Electric works	78
Bill No. 4—Deducted Items (-) (Mandatory)	84
Day work Schedule	85

Grand Summary (Bill of Quantities).....	89
Technical Proposal	90
SECTION VI: STANDARD BIDDING FORMS.....	91
Letter of Bid – Technical Proposal	92
Letter of Bid - Financial Proposal.....	94
FORM ELI 1	96
FORM ELI 2	Error! Bookmark not defined.
Form CON – 2	97
Form FIN – 3.1:	99
Form FIN – 3.2:	100
Form EXP - 4.1	101
Form EXP - 4.2	102
Form of Bid Security	103
Notification of Award.....	115
Performance Guarantee Form	118
Integrity Pact.....	121

SECTION II: INSTRUCTION TO BIDDERS (ITBs)
A. INTRODUCTION

1. Scope of Bid	1.1	The ZTBL as indicated in the Bid Data Sheet (BDS) invites Bids for the execution of Works as specified in the BDS and Section V- Works Requirements . The name, identification, and number of lots (contracts) of this National/ International Competitive Bidding process are specified in the BDS.
2. Source of Funds	2.1	Source of funds as referred in Bid Data Sheet.
3. Eligible Bidders	3.1	A bidder may be natural person, company or firm or public or semi-public agency of Pakistan or any foreign country, or any combination of them with a formal existing agreement (on Judicial Papers) in the form of a joint venture or consortium. In the case of a joint venture or consortium, all members shall be jointly and severally liable for the execution of the Contract in accordance with the terms and conditions of the Contract. The joint venture or consortium shall nominate a Lead Member as nominated in the BDS, who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture or consortium during the Bidding process, and in case of award of contract, during the execution of contract.
	3.2	The <u>appointment of Lead Member</u> in the joint venture or consortium shall be confirmed by submission of a valid Power of Attorney to the ZTBL.
	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 ZTBL 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 must have to initiate the registration process before the bid submission and the necessary evidence shall be submitted to the ZTBL 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 ZTBL 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 ZTBL 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 ZTBL regarding this Bidding process; or h) Submit more than one bid in this bidding process.
	3.8	A Bidder may be ineligible if –

		<p>(a) he is declared bankrupt or, in the case of company or firm, insolvent;</p> <p>(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 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 ZTBL 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 ZTBL 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 ZTBL, as the ZTBL 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, 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 ZTBL shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. BIDDING DOCUMENTS

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 Works Requirements Technical Specifications & Schedule of Requirements Section VI Standard Bidding Forms Section VII General Conditions of Contract (GCC) Section VIII Special Conditions of Contract (SCC) Section IX Contract Forms Section IX Annexures</p>
	7.2	The bids shall be submitted through PPRA EPADS.
	7.3	The ZTBL is not responsible for the completeness of the bidding documents and their addenda, if they were not

		obtained directly from the ZTBL or the signed pdf version downloaded from the website of the ZTBL or the Authority's website or e-Procurement System as the case may be. However, ZTBL 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 (if editable version is not available bidders may request the same through email).
	7.4	The bidder is expected to examine all instructions, forms, specifications, terms and conditions prescribed in the bidding documents. Failure to furnish all the information required in the bidding documents will be at the bidder's risk and may result in the rejection of his bid.
8. Clarification of Bidding Document, Pre-bid Meeting	8.1	A prospective bidder requiring any clarification of the bidding document may notify the ZTBL in writing or in electronic form that provides record of the contents of communication at the ZTBL address indicated in the BDS .
	8.2	The ZTBL will within three (3) working days after receiving the request for clarification, respond in writing or in electronic form (through email/ EPADS) to any request for clarification provided that such request is received not later than three (03) days prior to the deadline for the submission of Bids as prescribed in ITB 24.1 . However, this clause shall not apply in case of alternate methods of procurement.
	8.3	Copies of the ZTBL response will be forwarded to all identified prospective bidders through an identified source of communication (Email/EPADS), including a description of the inquiry, but without specifying its source. In case of downloading of the bidding documents from the website of ZTBL or e-Procurement System, the response of all such queries will also be available on the same platform available at the website/EPADS.
	8.4	Should the ZTBL 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 through EPADS. Any modification to the bidding documents that may become necessary as a result of the pre-bid meeting shall be made by the ZTBL exclusively through the use of an Addendum pursuant to ITB 9 . Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.
	8.7	The bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the bidder's own expense.
	8.8	The bidder and any of its authorized personnel will be granted permission by the ZTBL 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 ZTBL 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 ZTBL 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. <i>Provided that the bidder who had either already submitted their bid through EPADS prior to the issuance of any such addendum shall have the right to withdraw his already filed bid</i>

		<i>and submit the revised bid prior to the original or extended bid submission deadline.</i>
	9.3	<p>To give prospective bidders reasonable time in which to take an addendum/corrigendum into account in preparing their bids, the ZTBL may, at its discretion, extend the deadline for the submission of bids:</p> <p><i>Provided that the ZTBL 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></p>

C. PREPARATION OF BIDS

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 ZTBL shall be written in the English language unless specified in the BDS . Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation of the relevant pages in the English language unless specified in the BDS , in which case, for purposes of interpretation of the bidder, the translation shall govern.
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> <ol 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.

		<ul style="list-style-type: none"> 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 and Bidder Qualification criteria.
	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	<p>The documentary evidence of conformity of the material, equipment and works to the Bidding Documents may be in the form of literature, drawings, and data, and shall consist of:</p> <ul style="list-style-type: none"> 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 ZTBL'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	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.

of the Bidder		
	12.2	The documentary evidence of the bidder’s eligibility to bid shall establish to the satisfaction of the ZTBL 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 ZTBL that:</p> <p>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.</p> <p>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.</p> <p>c) That the bidder meets the qualification criteria listed in Section-V, Evaluation and Qualification Criteria and BDS.</p>
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 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 ZTBL.
	15.3	<p>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):</p> <p>Provided that:</p> <ul style="list-style-type: none"> 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, <p>The ZTBL may fix the price of missing items in accordance with market survey, and the same shall be considered as final price.</p>
	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).
	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 ZTBL 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 ZTBL. A bid valid for a shorter period shall be rejected by the ZTBL 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 ZTBL may request the bidders’ consent to an extension of the period of validity of their bids only once, for the period not more than the period of initial bid validity. The request and the bidders’ responses shall be made in writing or in electronic forms that provide record of the content of communication. The Bid Security provided under 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.
19. Bid Security or	19.1	Pursuant to ITB 11.1 unless otherwise specified in the BDS , the

<p>Bid Securing Declaration</p>		<p>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 ZTBL 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 ZTBL 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 ZTBL 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> <ul style="list-style-type: none"> a) A Payorder/CDR valid for twenty-eight (28) days beyond the end of the validity of the Bid. This shall also apply if the period for Bid Validity is extended. In either case, the form must include the complete name of the bidder; b) A cashier’s or certified cheque; or c) Another security as indicated in the BDS.
	19.4	<p>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 ZTBL prior to the bid submission.</p>
	19.5	<p>The Bid Security shall be payable promptly upon written demand by the ZTBL in case any of the conditions listed in ITB 19.9 are invoked.</p>
	19.6	<p>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 ZTBL and shall be declared as non-responsive bid, pursuant to ITB 30.</p>
	19.7	<p>Unsuccessful bidders’ Bid Security will be discharged or returned as promptly as possible, however in no case later than</p>

		<p>thirty (30) days after the expiration of the period of Bid Validity prescribed by the ZTBL pursuant to ITB 18. The ZTBL 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 ZTBL 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 ZTBL, 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 32; or b) In the case of a successful bidder, if the bidder fails: <ul style="list-style-type: none"> i) to sign the contract in accordance with ITB 47; or ii) to furnish performance security (or guarantee) in accordance with ITB 48.
	19.10	In case of Bid Security issued by the foreign bank is allowed by the ZTBL, 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 ZTBL, 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 ZTBL.
21. Withdrawal of Bids	21.1	Before bid submission deadline, any bidder may withdraw, substitute, or modify its bid on EPADS.
22. Format and Signing of Bid	22.1	The Bidder shall prepare “ ORIGINAL ” bid and submit through EPADS.
	22.2	The original bid 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 given below the signature. <u>All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.</u>
	22.3	Any interlineations, erasures, or overwriting shall be valid only if they are signed by the person(s) authorized for signing the Bid.

D. SUBMISSION OF BIDS

23. Sealing and Marking of Bids	23.1	ZTBL shall use the bidding procure as defined in BDS. In case of Single Stage One Envelope Procedure , the Bidder shall submit the original Bid online through EPADs. Note: <i>Please follow PPRA rules and e-procurement regulations for online bid submission.</i>
	23.2	a) be addressed to the ZTBL; 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 .
	23.3	In case of Single Stage Two Envelope Procedure , The Bid shall comprise two proposal simultaneously, one called the Technical Proposal and the other Financial Proposal. Each Bidder shall submit his bid as under: a) Bidder shall submit TECHNICAL PROPOSAL and FINANCIAL PROPOSAL through PPRA (e-procurement) EPADS system. b) Please ensure to upload technical and Financial proposal in relevant part of e-procurement system otherwise wrong attachments will lead to rejection of bids.
	23.4	The inner and outer envelopes shall: a) be addressed to the ZTBL; b) bear the name and identification number of the contract as defined in the BDS ;
	23.5	ZTBL will assume no responsibility for the non-submission of bids on EPADS by bidders.
24. Deadline for Submission of Bids	24.1	Bids shall be received to the ZTBL no later than the date and time specified in the BDS .
	24.2	The ZTBL 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 ZTBL and bidders previously subject to the deadline will thereafter be subject to the new deadline.
25. Late Bids	25.1	The Procuring Agency shall not consider for evaluation any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 23 .
	25.2	Late Bids are not allowed on EPADS as well as in rules.
26. Substitution and Modification of bids	26.1	A Bidder may withdraw, substitute, or modify its bid after submission, as permissible on EPADS. All notices including submitted bid security release notice must be duly signed by an authorized representative and shall include a copy of the authorization (the power of attorney).
	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

27. Opening of Bids	27.1	The Procuring Agency will open all online submitted 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 register/attendance as proof of their attendance.
	27.2	Deleted as per EPADS
	27.3	Deleted as per EPADS
	27.4	Deleted as per EPADS
	27.5	Online submitted Bids through EPADS shall be opened one at a time, in case of Single Stage One Envelope Procedure, the Bidders names, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, 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, 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. In particular, any discount offered by a Bidder which is not read out at Bid opening shall not be considered further.
	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 record 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, including any discounts and alternative offers 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 uploaded on EPADS.
	27.13	A copy of the record 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 evaluation and approval of technical proposal the procuring agency, shall at a time within the bid validity period, publically open the financial proposals of the technically accepted bids only. The financial proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders subject to redress of the grievances from all tiers of grievances.
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 ZTBL 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 ZTBL 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 of the Bidders, the Procuring Agency may, ask any Bidder for a clarification. 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 through EPADs or in electronic forms that provide record of the content of communication. In case of Single Stage Two Envelope Procedure, no change in the prices or substance of the Bid shall be sought, offered, or permitted, whereas in case

		of Single Stage One Envelope Procedure, only the correction of arithmetic errors discovered by the Procuring Agency in the evaluation of Bids should 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: <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 ZTBL 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	Prior to the detailed evaluation of bids, the ZTBL will determine whether each bid: <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 ZTBL 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 ZTBL's determination of a bid's substantial responsiveness will be based on the contents of the bid itself.</p>
	30.2	A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one that: - <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 ZTBL's rights or the bidders'

		<p>obligations under the Contract; or</p> <p>c) if rectified, would affect unfairly the competitive position of other bidders presenting substantially responsive bids.</p>
	30.3	The ZTBL will confirm that the documents and 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 ZTBL may waive-off any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.</p> <p><i>Explanation: A minor informality, non-conformity or irregularity is one that is merely a matter of form and not of substance. It also pertains to some immaterial defect in a Bid or variation of a bid from the exact requirements of the invitation that can be corrected or 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 ZTBL 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 ZTBL. Examples of minor informalities or irregularities include failure of a bidder to –</i></p> <p>(a) <i>Submit the number of copies of signed bids required by the invitation;</i></p> <p>(b) <i>Furnish required information concerning the number of its employees;</i></p> <p>(c) <i>the firm submitting a bid has formally adopted or authorized, before the date set for opening of bids, the execution of documents by typewritten, printed, or stamped signature and submits evidence of such authorization and the bid carries such a signature.</i></p>
	30.5	Provided that a Technical Bid is substantially responsive, the ZTBL may request the bidder to submit the necessary

		information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Technical Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any such aspect of the technical Proposal linked with the ranking of the bidders. Failure of the bidder to comply with the request may result in the rejection of its bid.
	30.6	Provided that a Technical Bid is substantially responsive, the ZTBL 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 ZTBL and may not subsequently be evaluated for complete technical responsiveness.
31. Examination of Terms and Conditions; Technical Evaluation	31.1	The ZTBL 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 ZTBL 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 ZTBL determines that the bid is not substantially responsive in accordance with ITB 30 , it shall reject the bid.

<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 ZTBL 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 ZTBL 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>

<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 ZTBL'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 ZTBL 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 ZTBL 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 ZTBL 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 ZTBL'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;

		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>

35. Domestic Preference	35.1	If the BDS so specifies, the ZTBL 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 ZTBL 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 ZTBL 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 ZTBL will verify that the successful bidder (including each member of a JV) is not blacklisted/debarred. The ZTBL 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 ZTBL. In case change of sub-contractors, the bidder shall promptly notify the ZTBL 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 .

<p>39. Abnormally Low Financial Bid</p>	<p>39.1</p>	<p>Where the bid price is considered to be abnormally low, the ZTBL 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 ZTBL may reject a bid if the ZTBL 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 ZT BL 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 ZTBL 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 ZTBL shall not incur any liability solely by rejecting abnormally bid; and e) An abnormally low bid means, in the light of the ZTBL’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: 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 ZTBL will determine to its satisfaction whether the bidder that is selected as having submitted the most</p>

		advantageous bid is qualified to perform the contract 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 ZTBL deems necessary and appropriate. Factors not included in these bidding documents shall not be used in the evaluation of the bidders' qualifications.
	39.4	ZTBL 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 ZTBL will proceed to the next ranked bidder to make a similar determination of that bidder's capabilities to perform satisfactorily.

F. AWARD OF CONTRACT

<p>40. Criteria of Award</p>	<p>40.1</p>	<p>Subject to ITB 36 and 37, the ZTBL 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 ZTBL 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 ZTBL may invite the next ranked bidder for negotiations. Where negotiations are commenced with the next ranked bidder, the ZTBL shall not reopen earlier negotiations.</p>
<p>42. ZTBL's Right to reject All Bids</p>	<p>42.1</p>	<p>Notwithstanding ITB 37, the ZTBL 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. PPR) may call from the ZTBL 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 ZTBL shall upon request communicate to any bidder the grounds for its rejection of its bids, but is not required to justify those grounds.</p>

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

		and the Contractor, suitable rates or prices shall be agreed upon between the Engineer and the Contractor. In the event of disagreement, the Engineer shall fix such rates or prices as are, in his opinion, appropriate and shall notify the Contractor accordingly, with a copy to the Employer. Until such time as rates or prices are agreed or fixed, the Engineer shall determine provisional rates or prices to enable on-account payments to be included in certificates issued in accordance with ITB 15 .
46. Notification of Award	46.1	Prior to the award of contract, the ZTBL 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 ZTBL prior to expiration of the bid validity period in writing or through electronic means that provide record of the content of communication. However, the ZTBL 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 ZTBL 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 ZTBL 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 .
47. Signing of Contract	47.1	Promptly after notification of award, ZTBL 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 ZTBL 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 ZTBL 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. (e) Insurance guarantee <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 ZTBL may make the award to the next most advantageous bidder or reinitiate the procurement process afresh (as a case may be).

49. Advance Payment	49.1	No advance payment shall be made.
50. General Performance of the Bidders	50.1	The ZTBL reserves the right to obtain information regarding performance of the bidders on their previously awarded contracts / works. The ZTBL may seek information / report from the previous employer for consideration. However, the ZTBL 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

52. Constitution of Grievance Redressal	52.1	ZTBL 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 ZTBL after the submission of his bid may lodge a written complaint concerning his grievances not later than seven days of the announcement of technical evaluation report and five days after issuance of final evaluation report.

	53.3	In case, the complaint is filed against the technical evaluation report, the GRC shall suspend the procurement proceedings.
	53.4	In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report: Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelope bidding procedure is adopted.
	53.5	The GRC, in both the cases shall investigate and decide upon the complaint within ten days of its receipt.
	53.6	Any bidder or the ZTBL 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 ZTBL 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

54. Mechanism of Blacklisting	54.1	The ZTBL 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 ZTBL proposes to debar the bidder or contractor from participating in any public procurement of the ZTBL; and

		(c) the statement, if needed, about the intention of the ZTBL to make a request to the Authority for debarring the bidder or contractor from participating in public procurements of all the procuring agencies.
	54.3	The ZTBL 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 ZTBL may issue notice for personal hearing to the bidder or contractor/ authorize representative of the bidder or contractor and the ZTBL 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 ZTBL may decide to file the matter or direct issuance of a notice to the bidder or contractor for personal hearing.
	54.6	The ZTBL shall give minimum of seven days to the bidder or contractor for appearance before the designated officer of the ZTBL for personal hearing. The designated officer shall decide the matter on the basis of the available record and personal hearing of the bidder or contractor, if availed.

	54.7	The ZTBL 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 ZTBL 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 ZTBL 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 ZTBL.
	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 ZTBL. The parties may file written statements along with essential documents in support of their contentions. The Committee may pass such order on the representation may deem fit.
	54.12	The Authority on the basis of decision made by the committee either may debar a bidder or contractor from participating in any public procurement process of all or some of the procuring agencies for such period as the deemed appropriate or acquit the bidder from the allegations. The decision of the Authority shall be final.

SECTION III: BID DATA SHEET

Bid Data Sheet (BDS)

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

BDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders
A. Introduction		
1.	1.1	Name of Procuring Agency: <i>ZTBL</i> The subject of procurement is REVAMPING /REFURBISHMENT OF ZTBL REGIONAL OFFICE, DERA GHAZI KHAN Period for completion of the works: 10 months Commencement date execution of the works: [<i>immediately after signing the contract/PO</i>] Type of Procurement [<i>National bidding</i>]
2.	2.1	Financial year for the operations of the ZTBL: [<i>FY2024</i>] Name of Project [<i>REVAMPING /REFURBISHMENT OF ZTBL REGIONAL OFFICE, DERA GHAZI KHAN</i>] Name of financing institution: [<i>ZTBL own funds</i>] Name and identification number of the Contract: Tender No. ZTBL-16-2024
3.	3.1	Joint Venture is not allowed

B. Bidding Documents

4.	8.1	<p>The address for clarification of Bidding Documents is</p> <p>Primary Contact Address Engr. Sohail Atif Hameed Head, Building & Works Department, Zarai Taraqiati Bank Limited Head Office, Islamabad Email: sohail.115964@ztbl.com.pk Phone No. 051-9252695</p> <p>Alternate contact address: Mr. Haseeb Akhtar Head, Procurement Department, Zarai Taraqiati Bank Limited Head Office, Islamabad Email: Haseeb.akhtar@ztbl.com.pk Phone No. 051-9252798</p> <p>All communications are required to be sent to both primary and alternate contact addresses (E-Mail is mandatory for a response-required query).</p>
	8.5	<p>Pre-bid meeting will be held on 06-08-2024 at 11:AM in ZTBL IT-Conference room ZTBL head office zero point Islamabad. Contact 051-9252798</p>

C. Preparation of Bids

5.	10.1	The Language of all correspondences and documents related to the Bid is: English
6.	11.1 (i)	In addition to the documents stated in ITB 11 , the following documents must be included with the Bid : Please Refer Annexures of bid document
7.	11.5 (c)	Other procurement specific documentation requirements are: Please Refer Annexures of bid document
8.	15.5	Price adjustment is not allowed
9.	15.6	Name of the works [REVAMPING /REFURBISHMENT OF ZTBL REGIONAL OFFICE, DERA GHAZI KHAN]
10.	16.1	The currency of the Bid shall be <i>PKR</i>
11.	18.1	The Bid Validity period shall be <i>120</i> days.
12.	19.1	The amount of Bid Security shall be 600,000/-

		The currency of the Bid Security shall be: PKR
13.	19.3	The Bid Security shall be in the form of Pay order/ CDR/ Banker cheque
14.	19.3 (c)	Other forms of security are: please refer serial 13
15.	20.1	Alternative Bids to the requirements of the Bidding Documents <i>"will not</i> , be permitted.
16.	20.2	Alternative scheduled for execution of work is not invited
17.	22.1	The original bids shall be submitted through EPADS
18.	22.2	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: Affidavit on stamp paper

D. Submission of Bids

19.	23.2 (a)	Bid shall be submitted Through EPADS
20.	23.2 (b)	Title of the subject Procurement or Project name: <i>REVAMPING /REFURBISHMENT OF ZTBL REGIONAL OFFICE, DERA GHAZI KHAN</i> ITB title and No: <i>ZTBL-16-2024</i> Time and date for submission: <i>as given in serial 21.</i>
21.	24.1	The deadline for Bid submission is a) Day: <i>[Thursday]</i> b) Date: <i>[19- August-2024]</i> c) Time: <i>[11:00AM]</i>

E. Opening and Evaluation of Bids

22.	27.1	The Bid opening shall take place through EPADS at: IT Conference Room, Zarai Taraqiati Bank Limited 3rd floor annexed building 1 Faisal Avenue Zero Point Head Office, Islamabad. 051-9252798 Day: [Thursday]
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		Date: [19- August-2024] Time: [11:30AM]
23.	33.2	The currency that shall be used for Bid evaluation and comparison purposes to convert all Bid prices expressed in various currencies is: <i>[Pak Rupees]</i> The source of exchange rate 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
24.	33.3	The bids shall be quoted in PKR
25.	34	Evaluation Techniques Quality and Least Cost Based Selection (LCBS) After meeting the requirements of eligibility, qualification and substantial responsiveness, the bid in compliance with all the mandatory (drawings/ design/ technical specifications /requirements and/or requisite quality threshold (if any), and having lowest evaluated cost (or financial proposal) shall be considered highest ranked bid.
26.	34	Specific criteria in case evaluating the bids submitted by JVs and consortium to be used in the evaluation and their evaluation method or reference to the Technical Specifications. •Criteria of evaluation is given in Section V Scope, Technical Specifications, Schedule of Requirements and annexures.
27.	34	In case of award to a single Bidder of multiple lots; the methodology of evaluation to determine the lowest evaluated bidder will be based lowest bidder in each lot. However Separate lots not applicable in this project.
28.	35	Preference to domestic or national suppliers or contractors shall be provided in accordance with policies of the Federal Government and/or in accordance with the regulations issued by the Authority. <i>The percentage for the domestic preference along with calculation formula is provided in the evaluation and qualification criteria.</i>
29.	38.2	Sub-contracting up to 20% of the total value of the contract. However, participating firm is responsible for completion of

		deliverable
F. Award of Contract		
30.	48	The Performance Guarantee shall be 10 percent of the Contract/bid Price. The successful bidder shall furnish the performance guarantee within 28 days of acceptance of Bid. The procuring agency reserves the right to extend the timelines for submission of contract/performance guarantee at his sole discretion. ZTBL shall also deducted 05 percent of each invoice/IPC that which be released after expiry of defect liability period.
31.	48	The Performance Guarantee shall be in the form of Bank Guarantee

G. Review of Procurement Decisions

32.	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
33.	53.5	The address of the Procuring Agency; Convener Bidders Grievance Redressal committee Zarai Taraqiati Bank Limited Head Office, 1 Faisal Avneue Zero point Islamabad

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. Evaluation and Qualification Criteria

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

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

Evaluation

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

Assessment of adequacy of Technical Proposal with Requirements

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

1.1 Technical Alternatives:

Technical alternatives, if permitted under BDS, will be evaluated by ZTBL by comparing the quoted item with original required items.

Qualification Criteria

The ZTBL will use following qualification criteria for evaluation of bidders

Eligibility and Qualification Criteria		Compliance Requirements	Documentation
No.	Subject	Requirement	Submission Requirements
1. Eligibility			
1.1	Nationality	Nationality in accordance with ITB 4.3	Must meet requirement Forms ELI-1 (As per format given in bid document)
1.2	Conflict of Interest	No conflicts of interest in accordance with ITB 3.7	Must meet requirement Letter of Bid – Technical Proposal (As per format given in bid document)
2. Historical Contract Non-Performance			
2.1	History of Non-Performing Contracts	Non-performance of a contract did not occur as a result of contractor default since January 2021.	Must meet requirement Form CON-2 (As per format given in bid document)
2.2	Pending Litigation	Bidder's financial position and prospective long term profitability sound according to criteria established in 3.1 below and assuming that all pending litigation will be resolved against the Bidder	Must meet requirement
2.3	Litigation History	No consistent history of court/arbitral award decisions against the Bidder since 1 st January 2020.	Must meet requirement
3. Financial Situation and Performance			
3.1	Financial Capabilities	The Bidders shall demonstrate, to the satisfaction of the ZTBL, that it has adequate sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments. (i) The audited balance sheets or, attach bank statements having balance of Rs 15 million to demonstrate the current soundness of the Bidder's financial position and indicate its prospective long-term profitability.	Must meet requirement Form FIN – 3.1, with attachments (As per format given in bid document)
3.2	Average Annual Construction Turnover	Minimum average annual construction turnover of PKR 15 million , calculated as total certified payments received for contracts in progress and/or completed within the last 03 years, divided by 03 years	Must meet requirement Form FIN – 3.2 (As per format given in bid document)

Eligibility and Qualification Criteria		Compliance Requirements	Documentation
No.	Subject	Requirement	Submission Requirements
4. Experience			
4.1	General Construction Experience	Experience under construction contracts in the role of prime contractor, sub-contractor, or management contractor for at least the last 05 years, starting from 01.01.2020	Must meet requirement Form EXP – 4.1 (As per format given in bid document)
4.2	Specific Construction & Contract Management Experience	A minimum number of similar contracts (Construction and/or renovation/revamping of corporate building) specified below that have been satisfactorily and substantially completed as a prime contractor, joint venture member, management Must meet requirement contractor or sub-contractor between last 05 years of bid submission deadline: (i) 5 contracts, out of which at least 03 projects must be of contract value not less than 20 million (each value).	Must meet requirement Form EXP 4.2 (a) (As per format given in bid document)
5. Other Requirements			
	PEC Registration	Valid PEC Registration/Renewal Certificate of the Firm(Minimum Category C-6)	Must meet requirement Attach Proof of PEC registration

Note: ZTBL shall disqualify suppliers or contractors, terminate the contract and forfeit all due amount i/c Bid Security etc. if it finds, at any time, that the information/document(s) submitted by those firms were false/bogus and materially inaccurate.

Contractor's Representative and Key Personnel

The Bidder must demonstrate that it will have a suitably qualified Contractor's Representative and suitably qualified (and in adequate numbers) Key Personnel, as described in the Specification.

The Bidder shall provide details of the Representative and Key Personnel and such other Key Personnel that the Bidder considers appropriate to perform the Contract, together with their academic qualifications and work experience. The Bidder shall complete the relevant Forms in the Bidding Forms.

Equipment

The Bidder must demonstrate that it has access to the key equipment. The Bidder shall provide further details of proposed items of equipment using Form EQU in Section V.

**SECTION V: WORKS REQUIREMENT, TECHNICAL
SPECIFICATIONS, DRAWINGS, SUPPLEMENTARY INFORMATION
AND BILL OF QUANTITIES**

Scope of Works
(Describe Scope of Work)

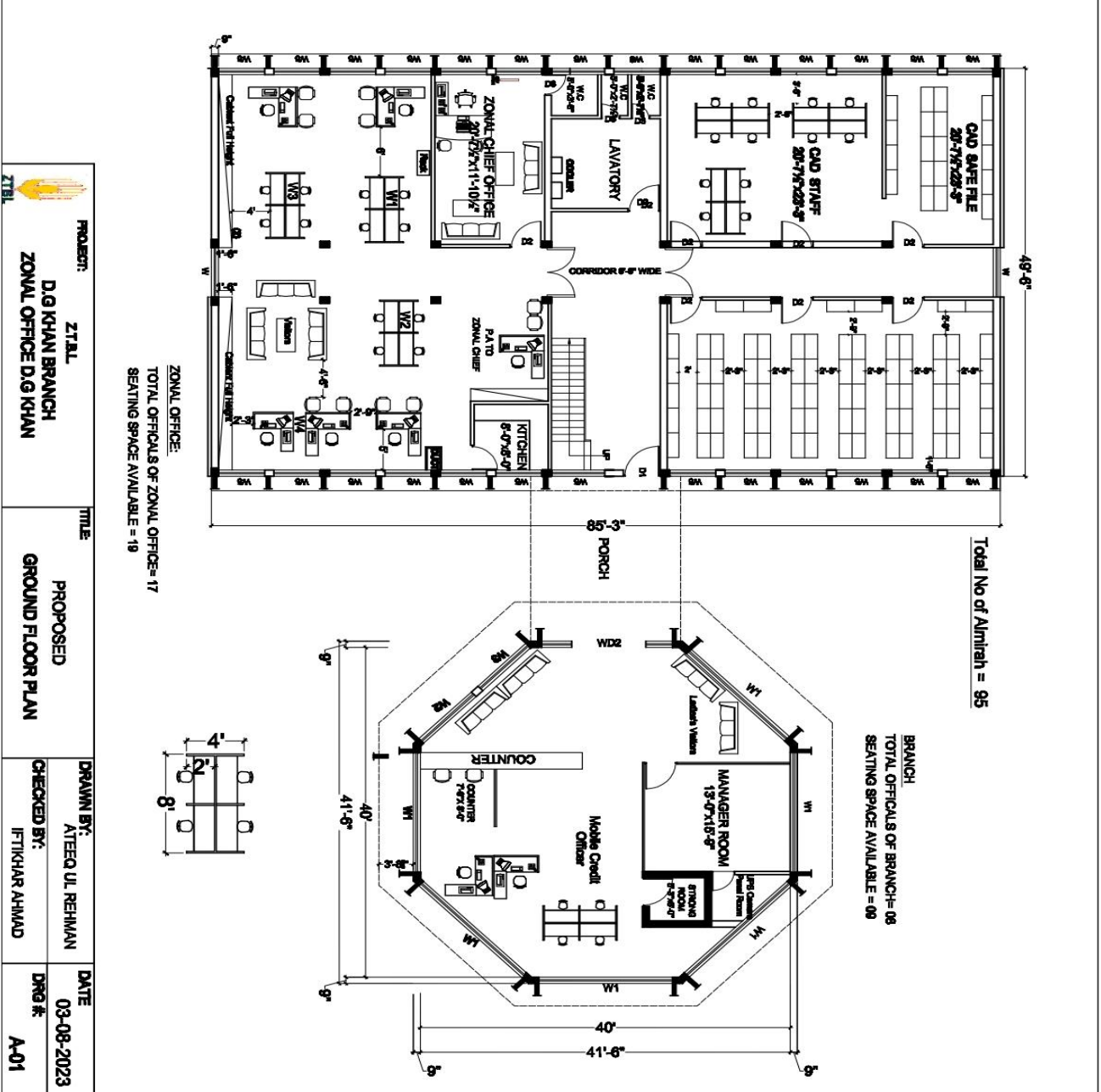
The Zarai Taraqiati Bank Limited (ZTBL) has its owned building situated at Khayaban-E Sarwar, Multan Road, Dera Ghazi Khan. The said building is frame structured which was constructed during the year-1987-89 and it comprises of three Floors (Ground+ First + 2nd Floor). The total covered area of building is 15600 Sft (Approx). The following works are required in the building.

1. Grinding/chemical polishing of Floors.
2. Filling of PCC around building.
3. Treatment of Top Roof.
4. Internal & External Paint work.
5. Repair/Replacement of wooden Doors.
6. Fixing of wooden cupboards
7. Provision of workstations and chairs.
8. Removal and Fixing of false ceiling.
9. Fixing of tiles.
10. Glass partitions.
11. Replacement of sewerage and water network
12. Replacement of toilet fixtures and accessories.
13. Up gradation of electrification works.
14. Provision of Split ACs

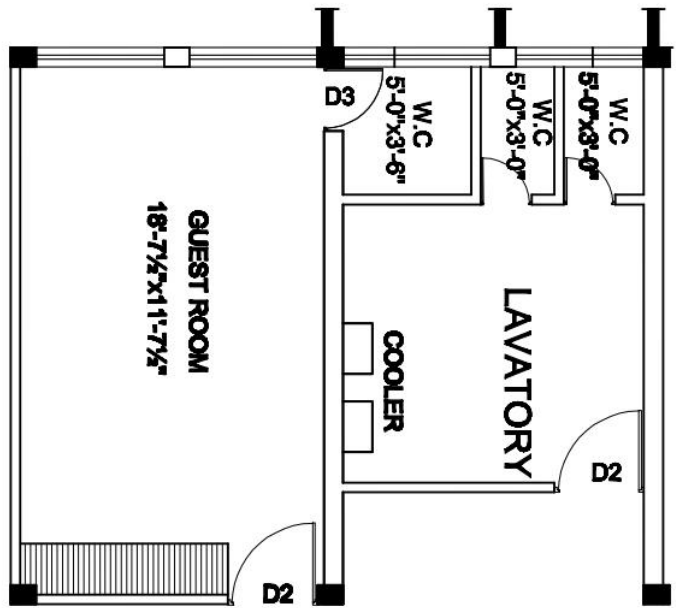
Technical Specifications

The detailed BOQs are given below.

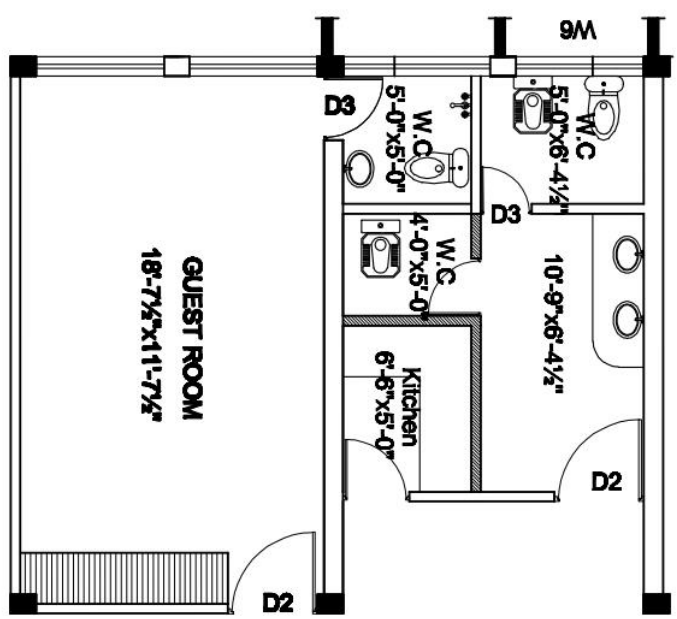
Drawings



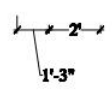
ZTBL D.G KHAN BRANCH



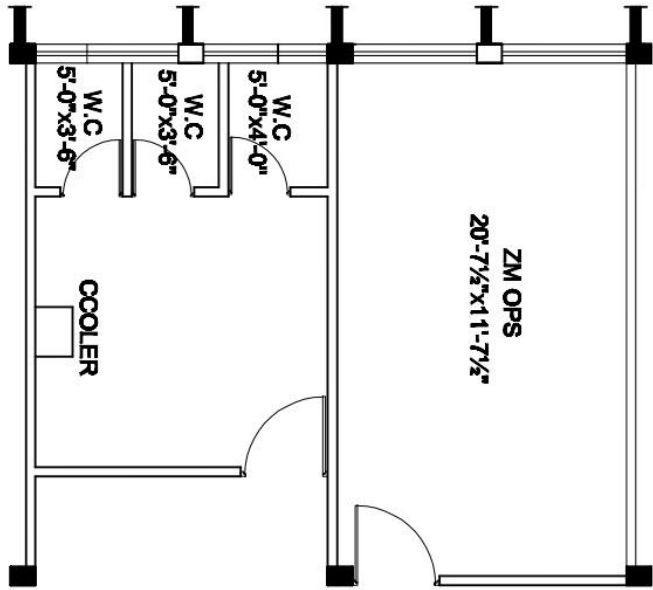
GROUND FLOOR PLAN
EXISTING.



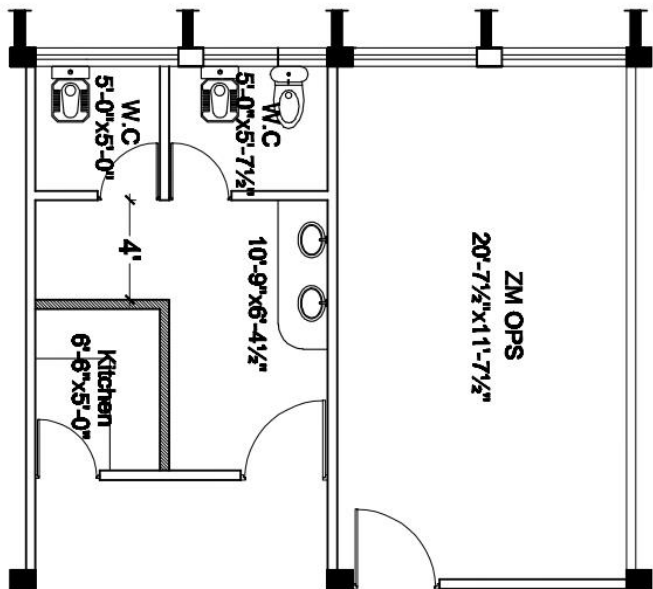
GROUND FLOOR PLAN
PROPOSED



ZTBL D.G KHAN BRANCH



**FIRST & 2nd FLOOR PLAN
EXISTING.**



**FIRST & 2nd FLOOR PLAN
PROPOSED**



Supplementary Information

Special Instructions to Contractor

- 1) Site visit is recommended prior to quoting rates
- 2) Earnest money Rs.600,000/- in the shape of CDR in favor of ZTBL & same will be released after furnishing 10% Performance Security of the Contract Price.
- 3) The successful bidder shall provide a Performance Security within 15 days after the receipt of Letter of Acceptance. The Performance Security shall be of an amount equal to 10 percent of the Contract Price in the currency (is) of the Contract at the option of the bidder, in the form of Bank Guarantee from any Scheduled Bank in Pakistan having AA+ rating or an insurance company having at least AA+ rating from PACRA.
- 4) Security deposit would be @5% of Interim Payment Certificate (IPC) and released after expiry of defect liability period.
- 5) Time allowed for the work from the date of written order to commence work (10) months
- 6) Defect liability period would be **ONE YEAR** after completion of works/handover of completed project.
- 7) Liquidated Damages Charges (LDC) would be charged @1% per week of the remaining work beyond completion period as specified.
- 8) Electricity used by the contractor would be charged @Rs. 15,000/- Per Month (Lump sum)
- 9) Any misinformation/bogus information or concealed facts contrary to requisites would be liable to the cancellation of contract & forfeiture of all due payments thereof.
- 10) Water charges would be deducted @ 0.5% of bid value.
- 11) Contractor will ensure proper coverage with green net/ polythene sheet or any suitable material to hide the working area/ laborers from outside as per site requirements.
- 12) Renovation Activities should be carried out in such a way that it may not obstruct/halt-up day to day affairs of Bank
- 13) Contractor will supply & arrange proper storage of all Materials at his own risk.
- 14) Stay of Workers is not allowed except chowkidar with proper identification/ CNIC and clearance from ZTBL Security/Concerned Official
- 15) No Escalation/increase will be entertained if work remains suspended due to climatic conditions or any other reason of whatsoever nature.

Bill of Quantities

REVAMPING /REFURBISHMENT OF ZTBL REGIONAL OFFICE, D.G. KHAN

S. No	DESCRIPTION	
A	Civil Works	Detailed list available below
B	Sanitary works	
C	Electrical Works	
D	Deducted Items (-) (Mandatory)	

Sample Bill of Quantities

A. Preamble

1. The Bill of Quantities shall be read in conjunction with the Instructions to Bidders, General and Particular Conditions of Contract, Technical Specifications, and Drawings.
2. The quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Contractor and verified by the Engineer and valued at the rates and prices bid in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix within the terms of the Contract.
3. The rates and prices bid in the priced Bill of Quantities shall, except insofar as it is otherwise provided under the Contract, include all Constructional Plant, labor, supervision, materials, erection, maintenance, insurance, profit, taxes, and duties, together with all general risks, liabilities, and obligations set out or implied in the Contract.
4. A rate or price shall be entered against each item in the priced Bill of Quantities, whether quantities are stated or not. The cost of Items against which the Contractor has failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities.
5. The whole cost of complying with the provisions of the Contract shall be included in the Items provided in the priced Bill of Quantities, and where no Items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related Items of Work.
6. General directions and descriptions of work and materials are not necessarily repeated nor summarized in the Bill of Quantities. References to the relevant sections of the Contract documentation shall be made before entering prices against each item in the priced Bill of Quantities.
7. Provisional Sums included and so designated in the Bill of Quantities shall be expended in whole or in part at the direction and discretion of the Engineer in accordance with Sub-Clauses 13.4 and 13.5 of the General Conditions.
8. The method of measurement of completed work for payment shall be in accordance with as per actual work done at site.

B. Work Items

1. The Bill of Quantities usually contains the following part Bills, which have been grouped according to the nature or timing of the work:

Bill No. 1—Civil works
Bill No. 2—Sanitary Works
Bill No. 3—Electric works
Bill No. 4—Deducted Items (-) (Mandatory)
Day work Schedule; and
Summary Bill of Quantities.

2. If ITB 16.1 applies, Bidders shall price the Bill of Quantities in the PKR.

Bill No. 1—Civil works

S.No.	Description	Qty	Unit	Rate	Amount incl. of all taxes
A. Civil Works :-					
1	Disconnection of existing underground water pipe line of any size and fill the UGWT with solid waste material received from site etc. complete in all respect as per direction of the site Engineer.	500	Cft		
2	Dismantling of old concrete floor/soil/wall for floor & sewerage works, filling the deep area with soil and compacting leveling the surface of ground and disposal of waste material as per direction of site Engineer to some suitable place	1	Job		
3	Labour Charges for floor Grinding/Chemical polishing over existing marble/mosaic floors by using the grinding vatties of all the numbers (0,1,2 &3) for grinding/cutting the surfaces of floors and then use the chemical polishing vatties of all the numbers (¾, 600, 800, Yellow & Buff) for polishing/making the surface of floors smooth and shined properly i/c filling with cement slurry of matching colour in joints or where required in any floor at any height i/c disposal of waste material where desired. Complete the job in all respect as desired/ entire satisfaction of Engineer Incharge.	10000	Sft		
4	P/L 1:4:8 PCC 4" average thick floor on the plinths i/c Chipping, cleaning of the floor, leveling, curing, grading, compacting etc complete as per direction of the site Engineer.	5000	Cft		
5	P/Laying 1:2:4 PCC i/c form work compacting curing etc complete using 1/2" or ¾" down crush stone & cement at any floor any height as per instruction/direction of the site Engineer.	4000	Cft		

6	Providing and fixing marble patti of appropriate size for paneling of Roof screeding and Ground floor as per instruction/direction of the site Engineer	6500	Rft		
7	P/A 3/4" thick terrazzo zero size on floor and walls and "GOLA" by using Sika Latex MA-04 or equivalent with grey cement of approved quality in over head water tank i/c chipping, cleaning & the cost of arrangement of plastic tank, arrangement of connection with existing water lines for regular water supply of building as per direction of Engineer incharge.	150	Sft		
8	Providing/Fixing burnt brick masonry boundary wall 13-1/2" thick, 01 feet deep by using 1 st class approved good quality bricks laid in cement sand mortar (1:4) using medium coarse sand, specifications and satisfaction of the Engineer.	510	Cft		
9	P/L 1:2:4 RCC columns 9" x 9" for boundary wall after every 20 feet and 10 feet height with 1/2" and 3/8" steel bars i/c leveling, curing, grading, scaffolding/shuttering compacting, etc complete as per instructions.	25	Nos.		
10	Providing/Fixing burnt brick masonry 9" thick wall by using 1 st class approved good quality bricks laid in cement sand mortar (1:4) using medium coarse sand, specifications and satisfaction of the Engineer.	3300	cft		
11	Providing/Fixing burnt brick masonry 4-1/2" thick wall by using 1 st class approved good quality bricks laid in cement sand mortar (1:4) using medium coarse sand, specifications and satisfaction of the Engineer.	550	Sft		
12	Providing & Applying 3/4" thick Cement Sand Plaster (1:4 mix) over new/ old surfaces, bricks walls, concrete columns, soffits of slabs and beams etc. i/c making edges, corners, grooves, and fixing of wire mesh using nails at junction of concrete & bricks, chipping/ roughening, cleaning, preparation of surface, curing,	9000	Sft		

	scaffolding and subsequent its removal in any floor at any height complete in all respects conforming to specification as per instruction of site Engineer.				
13	Providing & Applying Weather Shield Paint at least 3 - coats (ICI, Berger, Nippon) of approved shade over a primer coat on plastered (old or new) surfaces or where required i/c the cost of ready made putty filling of (ICI, Berger, Nippon) i/c removal/ scrubbing of old paint as per requirement and specification in any floor at any height complete in all respect as per instructions of Engineer In-charge.	21000	Sft		
14	Providing & Applying distempering at least 3-coats with distemper of ICI, Berger, Nippon of approved shade/ color scheme over new/ old surfaces of Walls, Ceiling or where required including cost of ready made putty filling (ICI, Burger, Nippon) for preparation of smooth surfaces in any floor at any height, complete in all respects as per Instruction of Engineer In-charge.	32000	Sft		
15	Providing & Applying Matt Enamel Paint at least 3-coats (ICI, Berger, Nippon) of approved shade over a primer coat on steel, wooden and plastered (old or new) surfaces or where required i/c the cost of ready made putty filling of (ICI, Berger, Nippon) as per specification in any floor at any height complete in all respect as per instructions of Engineer In-charge.	6000	Sft		

16	Providing & Fixing 1-1/2" thick Deodar wood frame Flush door along with iron frame/chokhat with approved texture of ply on both sides machine pressed i/c <u>termite proofing/treatment</u> , wooden lipping, bolt of appropriate length, rubber/ magnetic door stopper, iron/ CP fitting, hinges, etc. complete i/c cost of wood preservative in any floor at any height as per instruction of Engineer In-charge.	100	Sft		
17	Replacement/repair of existing wood Flush door ply sheet i/c wooden lipping, bolt of appropriate length, rubber/ magnetic door stopper, iron/ CP fitting, hinges, etc. complete and refixing the same in any floor at any height as per instruction of Engineer In-charge.	210	Sft		
18	Providing & Fixing first class Deodar wood Solid door 1-1/2" thick as per approved design/ pattern fixed in bathroom or where required i/c rubber/ magnetic stopper, hinges/ G.I clamps, handles and chord with hooks, bolts etc. i/c cost of lacquer-Mat polish or enamel paint as per standard complete in all respect in any floor at any height as per instruction of the Engineer In-charge.	200	Sft		
19	Providing & Fixing best quality Deodar wood Beading width 3" as per existing size / design on doors or where required complete in all respects in any floor at any height i/c cost of enamel painting or polishing as per instruction of Engineer.	600	Rft		
20	P/F of Mesh/Jali on existing MS window frames 1.5' x 4' with rivets/welding supports etc. and fixing the prepared panels at site this will also include cutting welding, grinding, wastage and carriage etc.	25	Nos		
21	Replacement of out of order / broken stay / handle of aluminium/iron window with new one matching with existing color / design etc: complete as desired				
	a) Stay	30	Nos.		

	b) Handle	50	Nos.		
22	P/F of rolling blinds made of fabric i/c Roller blind Bead Chain, clutch, 28mm/38mm Bracket Set Plastic/Metal Chain complete in all respect in any floor at any height.	1500	Sft		
23	Providing/Fixing filing cupboards 16" deep (<u>openable door OR sliding door</u>) consisting of Lamination board 3/4" thick Patex, ZRK or Equivalent for partitions, shelves and laminated board 3/4" thick for shutters along with back lasani 1/4" and wooden edging/gola 1" soft wood frame 2"x1" kail wood i/c the cost long hinges, iron fittings, locking arrangement, polishing in wood colour over golas, wooden frame or where required i/c making grooves as per drawing/design etc. complete in any floor at any height.	750	Sft		
24	Supply & installation of wall hung cabinet 6'-2" x 2'-0" x 1'-0". All structure made with 3/4" thick HDF laminated of approved color / shade having PVC / Solid hard wood edging with matching color / polished finished. Cabinet divided into three equal parts vertically and one adjustable shelf horizontally covered with shutters, locks, & handles including lacquer polish and all fittings / accessories complete in all respect or as directed by Engineer.	2	Nos.		
25	Supply/installation of workstations of focus or equivalent for 04 Person , size:4'-0" x 8'-0", workstation top thickness 1-1/4",made of matt lamination of approved color / shade with imported pvc edging , workstation having 1 fixed drawer for each person Workstation front partion in fabric of approved color / shade Design as per attached picture.size:4'-0" x 4'-0" as per instruction of Engineer Incharge.	9	Nos.		
26	Supply of revolving chair make : focus or eqv. imported polymer frame with lumber support, back in high quality imported mesh and seat upholstered in black fabric, having high quality foam, imported nylon base & hydraulic	36	No.		

	mechanism. Design as per attached picture.				
27	Providing and fixing of openable/sliding aluminum windows of powder coated Anodized Aluminum, Section 2.00 mm thick (Alcop/Pakistan cables/ approved equivalent) of required size and color including Aluminum Frame, Mesh (where required) as specified including all necessary fittings such as approved quantity sliding rails and rollers, locks and handles , complete in all respects and as per direction of the In-charge :-	1200	Sft		
28	Removal of old ventilators of any type & Providing and fixing of aluminum ventilator 2'-0" x 10'-0" of 1.60 mm including the cost of 5 mm glass, mesh/jali handles and locking arrangements etc. Plaster etc. complete as per direction of the Incharge.	3	Nos.		
29	Repair of Aluminum doors i/c replacement of aluminium panel, locks, loose / missing / hanging rubber gasket etc. fixed with new one of approved quality / shade i/c cost of silicon filling in any floor at any height, Complete in all respects and to the entire satisfaction of ENGINEER.	3	Nos.		
30	Providing & Fixing Hydraulic Door Closer New Star or equivalent complete as approved by the Engineer.	10	Nos		
31	Providing & Fixing Door Lock (Imported) up to price limit of Rs. 2,500/- complete as approved by the Engineer.	18	Nos		
32	Providing/Replacement of broken glass pan of Windows, Ventilators, Doors or where required, with the Glass of approved brand, shade/ color of 5mm thickness including the cost of wooden beading/ rubber gasket where required at any height, in any floor,	150	Sft		

	complete in all respects as per Instruction of Engineer In-charge.				
33	Replacement of loose / missing / hanging rubber gasket/wooden gola of approved quality / shade i/c cost of silicon filling in any floor at any height, Complete in all respects and to the entire satisfaction of ENGINEER.	500	RFT		
34	Removal of existing wooden false ceiling panels of any type carefully for making access making good the damages complete i/c cost of all materials, labour and disposal of wastage at suitable place and cleaning of any floor/height as per instruction of the Engineer Incharge.	3800	Sft		
35	Providing & Fixing 2' x 2' Vinyl quoted exposed gypsum ceiling of Elephan, Arish or approved equivalent of approved shade/design suspended by means of G.I. wire 12 gauge fixed in slab/beam with pvc rawal plugs and powder coated of matching color 1" x 1" aluminum Tee, 1" x 1" angle at junction of the ceiling and wall and at off set complete with leveling etc. i/c the cost of removal/re-fixing of fans with pipes/rods, light fittings etc. as per instruction of the Engineer In-charge at any height in any floor. The net area shall be considered for payment).	6000	Sft		
36	Removal of existing tile/marble and Providing & laying Porcelain Tiles 12" x 12", 12" x 18" (Straight/curved) in matt/polish finish with full body made of Master, shabbir . sonex or equivalent of approved shade / colour/ texture set in dry bond including ¾" thick cement sand base plaster (1:4) including grouting with matching color, cleaning, laser cutting, chipping/roughening of existing surfaces and wastage complete in all	3500	Sft		

	respects as per design and as specified by the ENGINEER.				
37	Extension of Existing Emergency Stairs made of MS from 2nd floor to roof top 3rd floor height 10' (approx.) as per existing design/pattern i/c the cost of fixing of already available canopy at top floor complete in all respect i/e cost of red oxide, enamel paint etc. as per direction of Engineer/Incharge & at any height/floor	1	Job		
38	Removal of existing MS Car parking shed from site for pouring of existing damaged floor and refix the same after necessary repair, welding, rivets, paint, rawal bolts, base plate of appropriate size/thickness etc. completion of pouring work complete in all respect.	2	Job		
39	Supply and fixing 12mm thick tempered glass full height partitions on base frame of approved quality, butt joined panels with extra care with silicon clear sealant and proper Hold fast the same with beams/wall etc.with edge machine polishing and frosted film fixed to the required portion of the partition panel. Channel, beads, screws etc. complete in all respects as per drawings, specifications and satisfactions of the Engineer.	500	sft		
40	Providing and fixing approved 12 MM thick clear glass door, complete with imported closer (new star or equivalent) i/c P/F door support, swing system, brush finished, imported door handles 16" or 18" and locks etc. Work include all hardware, cutting/fitting and cleaning of finished work i/c providing/pasting of frosting film of approved colour/design. Complete the job in all respect to the satisfaction of Engineer Incharge	105	sft		

41	Providing and laying 2` wide and 1" thick Granite marble slab on Kitchen / vanity counters with ¾" thick cement sand mortar 1:3 including design on exposed side, rubbing, chemical polishing, finishing etc. complete in all respect as per drawing and as specified by the CONSULTANT.	105	Sft		
42	Providing and laying 6" R.C.C. (1:2:4) for slabs etc. with ½" and 3/8" steel bars & cement, approved sand and crush stone including curing,vibrating, compacting, formwork complete as per instructions and as approved by the Engineer in any floor at any height.	105	Sft		
43	Providing/Fixing of barbed wire of 12 gauge for fencing over boundary wall supported on frame comprising M.S angle iron (L - Type) 1.5" x 1.5" x 3/16" including cutting, welding or binding on angle iron and tie , complete in all respect as per drawing and instructions of the Engineer.	500	Rft		
44	Providing & fixing MS safety Grill upto 4 feet height over the top roof made of 3/8" solid square bars having approximate size 8" x 8" of panel or as directed , straight/ curved including anti corrosive coat and 3 coats of enamel paint of approved quality including cost necessary hold fasts in foundation, welding etc as per instruction of the engineer.	4300	Rft		

Bill No. 2—Sanitary and plumbing Works

S.No.	Description	Qty	Unit	Rate	Amount incl. of all taxes
1	Providing, Laying, Fixing & Testing UPVC soil, waste, vent and rain water pipe as per BSS 4514 & 5255 or equivalent BS specifications including necessary Upvc fittings with solvent cement jointing or rubber ring joints, Master A - Class, Dadex, Shavyl, Galco or equivalent make as approved by the Engineer In-charge including clamps, bends, tees, y-tees, cowls, reducers, clean out etc., embedded in floors and walls, clamped to walls, suspended from slab, making requisite no. of holes and making good the same complete in all respects.				
i	12" dia	270	Rft		
ii	3" dia	200	Rft		
iii	4" dia	310	Rft		
2	Providing, Fixing, Joining & Testing Polypropylene random (PPRc) pipes of make Master A - Class, Dadex, Beta, Minhas or approved equivalent pressure pipe for cold/hot water as per DIN 8077-8078, PN-20 for pipes and DIN 16962, PN-25 for fittings (polyfusion welded joints) including fittings and specials (sockets, tees, elbows, bends crosses, reducers, adaptor, plugs, clamps and union etc., supported on walls or suspended from roof slab or run in chases including pipe hangers, supports, cutting and making good the chases and holes, complete in all respects.				
i	40mm dia	350	Rft		
ii	32mm dia	300	Rft		
iii	25mm dia	200	Rft		

3	Providing, Laying, Fixing & Testing floor drain P - Trap of required size, Ceramic/ Upvc/ C.I. heavy duty as required at site including extension grating and stainless steel cover grating best quality local make Dadex, Beta or equivalent as approved by the Engineer In-charge, complete in all respects to in any floor at any height to the entire satisfaction i/c the cost of removal/ dismantling of existing damaged trap of any type and making good the damages complete.	27	Nos		
4	Providing & Fixing European type water closet of approved color/ design with integral trap in vitreous China best quality as approved by the engineer In-charge complete in all respects to their entire satisfaction with vitreous China coupled flushing cistern, including all accessories and fittings, Porta, ICI or approved equivalent make, waste and trap, double seat and cover, Tee stop cock with wall cups, PVC flexible pipe connection, all joints to services and drains, plugging and screwing as necessary to the structure and making good the same complete in all respects.	5	Nos		
5	Providing & Fixing Indian (Orissa) type water closet of approved color/design in vitreous China with S or P trap best quality Porta, ICL or equivalent as approved by the engineer In-charge complete in all respect to their entire satisfaction with low level flushing cistern including all fittings and accessories Faisal, Master or approved equivalent make waste and trap PVC flexible pipe connection tee stop cock with wall cups, painted MS wall brackets with nut bolts, all joints to services and drains, plugging and screwing as necessary to the structure and making good the same Complete in all respects.	6	Nos		

6	Providing and fixing white/coloured under counter vanity make, 03 star, Durr Eqv. including all accessories, mixture (hot & cold) and sanitary fittings of Faisal, Master, or approved equivalent including stop cockes, waster pipe and waste coupling plug with chain other ancillary material etc complete in all respect as specified by the Engineer.	6	Nos		
7	Providing & Fixing lavatory Basin of approved Size/ Color best quality 03 star, Durr approved equivalent by the Engineer In-charge complete in all respects to their entire satisfaction including all accessories, mixture and sanitary fittings of Faisal, Master, Sonex or approved equivalent make such as 2- Nos. 1/2" Dia CP brass tee stop cock with wall cups, PVC flexible inlet pipe connection, CP brass strainer, waste water jointing assembly, painted MS bracket set with nut bolts where required etc., best quality PVC bottle trap, all joints to services and drains, plugging and screwing as necessary to the structure complete in all respects.	2	Nos		
8	Providing & Fixing CP Bibcock of best quality of make Master, Faisal, or approved equivalent complete in all respects as per specification, drawings and satisfaction of the Engineer.				
i	Double	11	No.		
ii	Single	12	No.		
9	Providing and fixing of standing wall shower set Faisal, Master of approved colour and design including the cost of all accessories etc. complete as per direction of the engineer Incharge.	2	No.		
10	Providing & Fixing CP Toilet/ Muslim shower with CP flexible pipe, of make Master, Faisal, Sonex, or approved equivalent, complete in all	11	Nos		

	respect as per specification, drawings and satisfaction of the Engineer.				
11	Providing & Fixing 5mm beveled edge Mirror 5'-0" x 3'-0" with all auxillary material as approved by the Engineer In-charge complete in all respect to entire satisfaction i/c SS clips, fixed to walls etc. Complete in all respect.	3	Nos		
12	Providing, Fixing, Testing & Commissioning heavy duty Electric Geyser (35 gallon capacity) of Canon, Boss or approved equivalent best quality local make, including all necessary valves, controls and fittings and connect the same to the existing hot/cold line make it operational, complete in all respects as directed by the Engineer.	3	Nos		
i	1/2" dia	100	Rft		
ii	3/4" dia	100	Rft		
13	Providing, Laying, Fixing & Testing Control Valves for gas/ water supply piping in walls or where required as per BSS 1387 medium quality, KITZ, IIL or equivalent as approved by the Engineer In-charge complete in all respects at their entire satisfaction, jointing with G.I./PPR Pipelines using Teflon tape, on walls complete in all respects.				
i	1-1/2" dia	4	Nos		
ii	1" dia	10	Nos		
iii	3/4" dia	10	Nos		
14	Providing & Making Manhole as per approved design and specifications complete, 2'x2' (inside) of any depth, with C.I. Ring 1'-6" dia fixed in R.C.C. 1:2:4 Top Slab 4" thick with necessary reinforcement steel, BB masonry wall (13-1/2"/9" thick) set in 1:3 C.M. and 1:4:8 C.C. in Foundation 1:2:4 C.C. in Benching etc. 1/2" thick cement plaster in 1:3 C.M. to all inside wall surface	9	Nos		

	channels and benching etc. of main and branch channels i/c cost of excavation and back filling where ever required complete.				
15	Providing & Fixing of Heavy Duty C.I. Manhole Cover 18"x18" to be fixed in C.I. Ring of Manhole as instructed by the Engineer In-charge.	6	Nos		
16	Providing & Fixing of 18"x24" Heavy Duty G.I. Manhole Cover made of angle iron with 1-1/2" x1-1/2" x1/8" to be fixed over rain drain manhole as instructed by the Engineer In-charge.	3	Nos		
17	Providing & Fixing stainless steel kitchen Sink of size 24"x18" x 9" best quality local make Rashid, Asia, Atlas or equivalent as approved by the Engineer in-charge complete up to entire satisfaction including all accessories, mixture and fittings of Faisal, Master, Sonex or approved equivalent, including all connections, best quality trap, 1/2" dia CP tee, stop cock, waste water jointing assembly, all joints to services and drains, plugging and screwing as necessary to the structure complete in all respects.	3	Nos		

Bill No. 3—Electric works

S.No.	Description	Qty	Unit	Rate	Amount incl. of all taxes
1	Supply, Installation, testing and commissioning of under mentioned concealed type distribution boards made of MS sheet 16 SWG with ingress protection class (IP-44) including the cost of circuit breakers, earthing bar, neutral strip, complete internal wiring, copper bus bars, 3phase indication lamps of color Red, Yellow, Blue, 1 Voltmeter 0-500 V with phase selector switch of 7 position, cable glands for catcher, 2 coats of antirust and powder coated paint of approved color and allrequired materials. Circuit breakers shall be made by ABB, TERASAKI, Legrand or approved equal.	3	Nos.		
i	100 Amps 3 pole Moulded Case Circuit Breaker (MCCB) Icu: 10 KA.				
ii	10 Nos, 06 Amps, Single Pole, MCB, Icu: 6KA				
III	10 Nos, 10 Amps, Single Pole, MCB, Icu: 6KA				
iv	10 Nos, 15 Amps, Three Pole, MCB, Icu: 6KA				
2	Supply, Installation, testing and commissioning of concealed type 03 Pole Manual Change Over Switch 100 Amps compatible with 30 KVA Generator made of MS sheet 16 SWG with ingress protection class (IP-44) with all allied accessories. complete in all respects and direction of an Engineer	1	No.		

3	Replacement of existing out of order/burnt 1 x 3 pin, 20/15 Amps, single pole, 250 volts, <u>Power switch socket</u> outlet unit with neon lamp, of make Clipsal (Australia) or equivalent, installed on and including MS sheet 16 SWG switch back boxes of 3" x 3" (75 x 75 mm) flush mounted type with earth terminal including providing & fixing 1 x 2.5 mm ² copper wire as ECC from DB to Switch Board, for socket of approved type material, quality and make complete in all respects and direction of an Engineer	36	Nos.		
4	Replacement of existing out of order/burnt 1 x 3 pin, 1x 2 pin, 5 Amps, single pole, 250 volts, Light switch socket outlet unit with neon lamp, of make Clipsal (Australia) or equivalent, installed on and including MS sheet 16 SWG switch back boxes of 3" x 3" (75 x 75 mm) flush mounted type with earth terminal for socket of approved type material, quality and make complete in all respects and direction of an Engineer	48	No.		
5	Supply, Installation, Fixing, Connecting, Testing & Commissioning of following Lights i/c electrical connections with flexible wire of suitable size, duct and make it operational etc. complete in all respect as directed by an Engineer.				
	i) LED Tube Light, Osaka or eqv. (1 x 40W), complete, Wall mounted	20	Nos.		
	ii) Wash Basin LED Tube Light, Osaka or eqv., Wall mounted,	7	Nos.		

	iii) SMD Water Proof Light, Paklite or eqv. SMD, Model No. FCW098 1xTornado 50 W K O, Wall mounted external for boundary wall	12	Nos.		
	iv) Panel Light 2'x2', Osaka or eqv. 48W	50	Nos.		
6	Supply, Installation, Fixing, Testing & Commissioning of plastic body 12" dia fan of approved make i.e. Pak Fan, Younis Fan or equivalent including cost of blades, plastic/ iron frame, louvers, capacitor, nuts, bolts, all necessary fixing accessories, i/c electrical connections with flexible wire of suitable size complete in all respect as directed by an Engineer.	6	No.		
7	Providing and installation of ceiling fans 56" GFC, Pak Fan or eqv. and fixed in 2'x2' ceiling by making holes desired places i/c electric connections etc. complete in all respect or as directed by engineer/incharge.	10	Nos.		
8	Arranging Extension of hanging G.I. pipe for ceiling fan and re - fixing the fan at desired places. complete in all respect or as directed by engineer/incharge.	10	Nos.		
9	Providing and installation of 18 " false ceiling fans (2' x 2") of GFC, Pak Fan or eqv. at desired places i/c electric connections etc. . complete in all respect or as directed by engineer/incharge.	8	Nos.		
10	Replacement of existing out of order/burnt Electric Board / Switches/sockets/fan dimmers of make Clipsal or equivalent, installed on and including MS sheet 16 SWG switch back boxes of following gangs, recessed in Stone or Brick				

	Wall/ Column complete in all respects as required and as per Instructions of Engineer In-charge :-				
	i) 1- 6 gang	5	No.		
	ii) 1- 4 gang	15	No.		
	iii) 1- 3 gang	20	No.		
	iv) 1- 2 gang	25	No.		
	v) Dismantling of tube lights	1	Job		
11	Supply, Installation, Wiring, Fixing, Laying, Connecting, Jointing, Testing & commissioning 1.5 ton D.C. Inventor, Heat & Cool, having refrigerant 410A, 70% energy saving (Haier or equivalent) Air Conditioner i/c power plug, wires, wiring, connection with nearest electrical point etc., copper pipe insulated with aero flex along with L-Type bracket for out door at any floor at any height, complete in all respect as directed by an Engineer.	10	Nos.		
12	Removal of existing split Acs of any type for fixing of false ceiling in any floor at any height and refixed the Acs and make it operational i/c filling of gas etc., repair etc. if required complete in all respect as per instruction of the Engineer Incharge	6	Nos.		

13	<p>Supply, installation, testing and commissioning of floor outlet boxes for workstations made of mild steel 16 SWG with openable hinged cover 2.5mm thick including the cost of three universal sockets (13A) along with Supply, installation, connecting up, commissioning of Single Core, PVC insulated, copper conductor 250/ 440 volts cables 2 - 3/.029 recessed in walls etc, one data outlet, one telephone outlet and all necessary materials/arrangements for fixation of sockets, holes for passage of outgoing cables, rubber, grommet, earthing terminal and partition made of backlite make by classic switchgear pakistan or approved equal.</p> <p>Providing/laying/connection of wires from nearest connection to workstation for samples shall be submitted to architect/Engineer for necessary approval before installation or purchase of floor boxes.</p>	36	Nos.		
14	<p>Supply, installation, connecting up, commissioning of Single Core, PVC insulated, copper conductor 250/ 440 volts cables 2 - 7/.029 complete in all respects as required as per site conditions and direction of an Engineer</p>	2	Roll		
15	<p>Supply, installation, connecting up, commissioning of Single Core, PVC insulated, copper conductor 250/ 440 volts cables 3/.029 complete in all respects as required as per site conditions and direction of an Engineer</p>	2	Roll		
16	<p>Supply, installation, connecting up, commissioning of Single Core, PVC insulated, copper conductor 250/ 440 volts cables 7/36 complete</p>	1	Roll		

	in all respects as required as per site conditions and direction of an Engineer				
17	Supply, installation, connecting up, commissioning of two Core, PVC insulated, copper conductor 250/ 440 volts cables- 7/64 complete in all respects as required as per site conditions and direction of an Engineer	1	Roll		

Bill No. 4— Deducted Items (-) (Mandatory)

S.No.	Description	Qty	Unit	Rate	Amount incl. of all taxes
1	Purchase of Scrap by the Contractor, obtained from dismantling/ removing work with the approval of client for the materials specified below :-				
	A) Steel (Minimum rate is Rs.120/- P.KG)	15	Kg		
	B) Wood ((Minimum rate is Rs.70/- P.KG)	100	Kg		
	C) Plastic (Minimum rate is Rs.50/- P.KG)	10	Kg		
	D). Brass (minimum rate Rs. 1000 P.KG	25	KG		
	E). Wash Basin/commode each (Rs.1000/-)	10	Nos.		
	F). MS Windows with Glass (minimum rate Rs.4000 P. Window.	50	Nos.		
Total					
Note :	Actual Quantity of deduction items will be calculated upon completion of work and will be adjusted accordingly.				

Day work Schedule

- (i) *A “Day work Schedule” is commonly found in contracts where the likely incidence of unforeseen work cannot be covered by definitive descriptions and approximate quantities in the Bill of Quantities. The preferred alternative is to value the additional work in accordance with the Conditions of Contract. A Day work Schedule normally has the disadvantage of not being competitive among bidders, who may therefore load the rates assigned to some or all the items. If a Day work Schedule is to be included at all in the bidding documents, it is preferable to include nominal quantities against the items most likely to be used, and to carry the sum of the extended amounts forward into the Bid Summary in order to make the basic Schedule of Day work Rates competitive.*
- (ii) *The total amount assigned to such competitive day work is normally 3–5 percent of the estimated base Contract Price and is regarded as a Provisional Sum for contingencies to be expended under the direction and at the discretion of the Engineer.*

General

1. Reference should be made to Sub-Clause 13.5 of the General Conditions. Work shall not be executed on a day work basis except by written order of the Engineer. Bidders shall enter basic rates for day work items in the Schedules, which rates shall apply to any quantity of day work ordered by the Engineer. Nominal quantities have been indicated against each item of day work, and the extended total for Day work shall be carried forward as a Provisional Sum to the Summary Total Bid Amount. Unless otherwise adjusted, payments for day work shall be subject to price adjustment in accordance with the provisions in the Conditions of Contract.

Day work Labour

2. In calculating payments due to the Contractor for the execution of day work, the hours for labour will be calculated from the time of arrival of the labour at the job site to execute the particular item of day work to the time of return to the original place of departure, but excluding meal breaks and rest periods. Only the time of classes of labour directly doing work ordered by the Engineer and for which they are competent to perform will be measured. The time of gangers (charge hands) actually doing work with the gangs will also be measured but not the time of foremen or other supervisory personnel.
3. The Contractor shall be entitled to payment in respect of the total time that labour is employed on day work, calculated at the basic rates entered by the Contractor in the **Schedule of Day work Rates: 1. Labour**, together with an additional percentage payment on basic rates representing the Contractor’s profit, overheads, etc., as described below:
 - (a) The basic rates for labour shall cover all direct costs to the Contractor, including (but not limited to) the amount of wages paid to such labour, transportation time, overtime, subsistence allowances, and any sums paid to or on behalf of such labour for social benefits in accordance with law of the land. The basic rates will be payable in PKR only.

- (b) The additional percentage payment to be quoted by the bidder and applied to costs incurred under (a) above shall be deemed to cover the Contractor's profit, overheads, superintendence, liabilities, and insurances and allowances to labour, timekeeping, and clerical and office work, the use of consumable stores, water, lighting, and power; the use and repair of stagings, scaffolding, workshops, and stores, portable power tools, manual plant, and tools; supervision by the Contractor's staff, foremen, and other supervisory personnel; and charges incidental to the foregoing. Payments under this item shall be made in the Pakistani Rupee:

Day work Materials

- 4. The Contractor shall be entitled to payment in respect of materials used for day work (except for materials for which the cost is included in to daywork labour costs as detailed heretofore), at the basic rates entered by the Contractor in the **Schedule of Day work Rates: 2. Materials**, together with an additional percentage payment on the basic rates to cover overhead charges and profit, as follows:
 - (a) the basic rates for materials shall be calculated on the basis of the invoiced price, freight, insurance, handling expenses, damage, losses, etc., and shall provide for delivery to store for stockpiling at the Site. The basic rates shall be quoted in the currency specified in the BDS.
 - (b) the additional percentage payment shall also be made in the currency specified in BDS:
 - (c) the cost of hauling materials for use on work ordered to be carried out as day work from the store or stockpile on the Site to the place where it is to be used will be paid in accordance with the terms for Labour and Construction in this schedule.

Grand Summary (Bill of Quantities)

Contract Name: REVAMPING /REFURBISHMENT OF ZTBL REGIONAL OFFICE,
DERA GHAZI KHAN

Contract No.: ZTBL-XX-2024

<i>General Summary</i>	<i>Page</i>	<i>Amount (total of each BOQ) inclusive of all applicable taxes.</i>
Bill No. 1: Civil works	65-73	
Bill No. 2: Sanitary and plumbing Works	74-78	
Bill No. 3: Electric works	79-84	
Bill No. 4: Deducted Items (-) (Mandatory)	85	
<i>Total of Bills (total amount quoted)</i>		

Note:

- Bidders need to provide the pricing in strict compliance with the below format. Anything quoted financially outside the below template will not be considered and may result in disqualification of the bidder for tendering process.
- All prices inclusive of all governing and prevailing taxes.

Name of Bidder:	
Authorized Signature of Bidder:	

Technical Proposal

The technical proposal shall be submitted with detailed BOQ without price and along with following chapters.

- **Site Organization** (Details of Site Supervision/ Admin staff etc)
- **Method Statement** (Methodology to execute the required works at site)
- **Mobilization Schedule** (In accordance with the Particular Conditions, Sub-Clause 4.1, the Contractor shall not carry out mobilization to Site unless the Engineer gives consent).
- **Construction Schedule** (Work Time Schedule on Bar Chart for the Completion of required works as per Tender Docs)

SECTION VI: STANDARD BIDDING FORMS

Table of Forms

Letter of Bid - Technical Proposal	92
Letter of Bid - Financial Proposal	94
FORM ELI 1	96
Bidder Information Form.....	96
ELI2	Error! Bookmark not defined.
Personnel.....	97
Financial Situation	99
EXPERIENCE	101
Form of Bid Security	103
.....	

Letter of Bid – Technical Proposal

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

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

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

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

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

RFB No.: *[insert number of Bidding process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of ZTBL]*

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 ZTBL based on execution of a Bid Securing Declaration or Bid Securing Declaration in the ZTBL’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 ZTBL. 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

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

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

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

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

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

Request for Bid No.: *[insert number of bidding process]*

Name of Project.: *[insert identification]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of ZTBL]*

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

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

(a) **Bid Validity Period:** Our Bid shall be valid for the period specified in **BDS 18.1** (as amended, if applicable) from the date fixed for the bid submission deadline specified in **BDS 24.1** (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(b) **Total Price:** The total price of our Bid is:

In case of only one lot, the total price of the Bid is *[insert the total price of the bid in words and figures, indicating the various amounts and the respective currencies]*;

In case of multiple lots, the total price of each lot is *[insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies]*;

In case of multiple lots, total price of all lots (sum of all lots) *[insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies]*;

(c) **Commissions, gratuities and fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*.

Name of Recipient	Address	Reason	Amount

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

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

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

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

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

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

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

*: 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.

FORM ELI 1

Bidder Information Form

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

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

Tender No.: *[insert number of Bidding process]*

Page _____ of _____ pages

1. Bidder's Name <i>[insert Bidder's legal name]</i>
2. In case of JV, legal name of each member : <i>[insert legal name of each member in JV]</i>
3. Bidder's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
4. Bidder's year of registration: <i>[insert Bidder's year of registration]</i>
5. Bidder's Address in country of registration: <i>[insert Bidder's legal address in country of registration]</i>
6. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above. <input type="checkbox"/> In case of JV, JV agreement, in accordance with ITB 3.3. <input type="checkbox"/> Establishing that the Bidder is not under the supervision of the ZTBL[in case of subsidiaries]
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Personnel

Form CON – 2

Historical Contract Non-Performance, Pending Litigation and Litigation History

Bidder's Name: _____
Date: _____

Page _____ of _____ pages

Non-Performed Contracts in accordance with Qualification Criteria			
Contract non-performance did not occur January 2011		<i>Yes or No</i>	
Contract(s) not performed since 2021. If yes provide detail as per below;			
Year	Non-performed portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and PKR equivalent)
		Contract Identification: Name of PA: Address of PA: Reason(s) for nonperformance:	
Pending Litigation, in accordance with Qualification Criteria (click in box)			
<input type="checkbox"/> No pending litigation <input type="checkbox"/> Pending litigation			

Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount
		Contract Identification: _____ Name of PA: _____ Address of PA: _____ Matter in dispute: _____ Party who initiated the dispute: _____ Status of dispute: _____	
Litigation History in accordance with Section III, Evaluation and Qualification Criteria of the Prequalification document (click in box)			
<input type="checkbox"/> No Litigation History <input type="checkbox"/> Litigation History			
Year of award	Outcome as percentage of Net Worth	Contract Identification	Total Contract Amount (currency), PKR Equivalent (exchange rate)
<i>[insert year]</i>	<i>[insert percentage]</i>	Contract Identification: <i>[indicate complete contract name, number, and any other identification]</i> Name of PA: <i>[insert full name]</i> Address of PA: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "ZTBL" or "Contractor"]</i> Reason(s) for Litigation and award decision <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>

Financial Situation

Form FIN – 3.1:

Financial Situation and Performance

Bidder's Name: _____

Date: _____

Page _____ of _____ pages

1. Financial data

Type of Financial information in (currency)	Historic information for previous _____ years, _____ (amount in currency, currency, exchange rate*, PKR equivalent)		
	Year 1	Year 2	Year 3
Statement of Financial Position (Information from Balance Sheet)			
Total Assets (TA)			
Total Liabilities (TL)			
Total Equity/Net Worth (NW)			
Current Assets (CA)			
Current Liabilities (CL)			
Working Capital (WC)			
Information from Income Statement			
Total Revenue (TR)			
Profits Before Taxes (PBT)			
(Or) Bank statement			
Ending balance as on _____	Amount _____		

2. Financial documents

The Bidder and its parties shall provide copies of 03 year audited financial statements or attach bank statement pursuant to Evaluation and Qualifications Criteria, Sub-factor 3.1. The financial statements shall:

Signed By: _____

Average Annual Construction Turnover

Bidder’s Name: _____
 Date: _____

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

* See Section III, Evaluation and Qualification Criteria.

EXPERIENCE

Form EXP - 4.1

General Construction Experience

Bidder's Name: _____

Date: _____

Page _____ of _____ pages

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

Specific Construction and Contract Management Experience

Bidder's Name: _____

Date: _____

Page _____ of _____ pages

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

Appendix-A

Form of Bid Security

{to be filled on company letter head and placed in Technical proposal}

Beneficiary: *[Procuring Agency to insert its name and address]*

Tender No.: *[Insert Tender No]*

Alternative No.: *[Insert identification No if this is a Bid for an alternative]*

Date: *[Insert date]*

CDR No.: *[Insert Bank CDR reference number]*

We have submitted the bid against in accordance to terms and conditions of this bid document. We bind ourselves, our successors and assigns, jointly and severally, firmly and undertake that ZTBL reserves the right to en-cash/forfeit the bid security if bidder;

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

The bid security shall remain in full force and effect up to and including the date 28 days after the date of expiration of the Bid Validity Period set forth in the Principal's Letter of Bid or any extension thereto provided/requested by the Procuring agency.

[Signature(s)]

Section VIII. General Conditions (GC)

Note : The attach contract is draft and final contract shall be signed with successful bidder as per PPRA and PEC format)

Red Book:

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

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

International Federation of Consulting Engineers (FIDIC)

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

Fax: +41 22 799 49 054

Telephone: +41 22 799 49 01

E-mail: fidic@fidic.org

www.fidic.org

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

Section IX. Spécial Conditions of the Contract

Special Conditions of the Contract

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

Part A – Contract Data

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

SCC Clause Number	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
General Provision (GCC 1)		
1.	1.3	<p>For notices</p> <p>ZTBL/ Engineer’s Authorized representatives name and address:</p> <p>Contractors Authorized representatives name and address:</p>
2.	1.4	<p>Governing Law;</p> <p>The Applicable Law shall be: Laws of the</p>
3.	1.4	<p>Communication Language:</p> <p>The Communication Language shall be:</p>
4.	1.5	<p>Documents forming the contract listed:</p> <p>1.</p> <p>2.</p> <p>3.</p> <p>4.</p>
The Employer/ ZTBL(GCC Clause 2)		
5.	2.1	<p>Time for access to the Site:</p> <p>_____ days after Commencement Date</p>
The Engineer (GCC Clause 3)		
6.	3.2	<p>Engineer’s Duties and Authority:</p>

		Variations resulting in an increase of the Accepted Contract Amount in excess of ____% shall require approval of the ZTBL.
The Contractor (GCC Clause 4)		
7.	4.2	Performance guarantee/ security will be in the form of a ____ [<i>insert acceptable form</i>] in the amount of [<i>insert % figures</i>] as a percentage of the Contract Price, not exceeding the 10 % of the contract price.
8.	4.7.2(a)	Clause 4.7 Setting out Period for notification of errors in the items of reference “[<i>state number of days, normally not less than 28 days</i>]”
9.	4.22	Contractor’s Operations on site nSite [<i>Describe any other places as forming part of the Site</i>]
Sub-Contracting (GCC Clause 5)		
10.	5.1(a)	Maximum allowable accumulated value of work subcontracted (as a percentage of the Accepted Contract Amount)
11.	5.1 (b)	Works for which sub-contracting is not permitted. [<i>Insert works for which sub-contracting is not permitted</i> _____]
Staff and Labour (GCC Clause 6)		
12.	6.5	Normal working hours [<i>specify</i>]
Plant, Material and Workmanship (GCC Clause 7)		
13.	7.2	Samples [<i>please specify if required</i>]
Commencement, Delays and Suspension (GCC Clause 8)		
14.	8.3	Number of additional paper copies of program [<i>specify</i>]
15.	8.8	Delay damages shall be payable for each day of delay shall be [<i>specify</i>]% of the Contract Price per day, in the currency and proportions in which the Contract Price is payable. Maximum amount of delay damages is [<i>specify</i>] % of the Contract Price [<i>The maximum amount of delay damages should not exceed 10% of the contract price</i>]
Measurement and Valuation (GCC Clause 12)		
16.	12.2	Method of measurement shall be [<i>insert method</i>]
17.	12.3	Percentage profit [<i>specify</i>]
Variations and Adjustments (GCC Clause 13)		
18.	13.4 (b)(ii)	Percentage rate to be applied to Provisional Sums for overhead charges and profit is _____ [<i>insert %</i>]

19.	13.7	Adjustments for Changes in Cost: The Contract Price [insert either “shall be fixed” or “shall be adjustable”] during Contract Execution. <i>[The ZTBL shall ensure consistency with Bid Data Sheet]</i>
Contract Price and Payment (GCC Clause 14)		
20.	14.2	Total advance payment shall be _____% Percentage of the Accepted Contract Amount payable in the currency and proportion of the contract. <i>[Insert number and timing of installments if applicable]</i>
21.	14.2.3	Repayment of Advance payment: <i>[insert percentage if applicabel]</i>
22.	14.3(iii)	Percentage of retention: _____ % <i>[Insert percentage of retention, normally 5% and not exceeding 10%]</i> Limit of Retention Money _____ % <i>[Insert percentage of retention, normally 5% and not exceeding 10%]</i>
23.	14.5(b)(i)	Plant and Materials: If Sub-Clause 14.5 applies: Plant and Materials for payment when shipped _____ <i>[list].</i>
24.	14.5(c)(i)	Plant and Materials: Plant and Materials for payment when delivered to the Site _____ <i>[list].</i>
25.	14.6.2	Withholding (amounts in) an IPC _____ % of the Accepted Contract Amount.
26.	14.7(a)	Period of payment of Advance Payment to the Contractor _____ days <i>[insert number of days, normally 28 days]</i>
27.	14.7b(i)	Period for the ZTBL to make interim payments to the Contractor under Sub-Clause 14.6 (interim Payment) _ days <i>[insert number of days, normally 30 days]</i>
28.	14.7b(ii)	Period for the ZTBL to make interim payments to the Contractor under Sub-Clause 14.13 (Final Payment)

		_____ days [insert number of days, normally 60 days]
29.	14.7(c)	Period for the ZTBL to make final payment to the Contractor _____ days [insert number of days, normally 56 days]
30.	14.8	financing charges for delayed payment (percentage points above the average bank short-term lending rate as referred to under subparagraph (a)) _____%
31.	14.11.1(b)	Number of additional paper copies of draft Final Statement
32.	14.15	Currencies of Payment The Contract Price shall be paid in the currency or currencies named in the Contract Data. If more than one currency is so named, payments shall be made as follows: (a) if the Accepted Contract Amount was expressed in Local Currency only or in Foreign Currency only.
33.	14.15 (a)(i)	The proportions or amounts of the Local and Foreign Currencies, and the fixed rates of exchange to be used for calculating the payments, shall be as stated in the Contract Data, except as otherwise agreed by both parties.
34.	14.15 (c)	Payment of Delay Damages shall be made in the currencies and proportions specified in the Contract Data.
35.	14.15 (f)	If no rates of exchange are stated in the Contract Data, they shall be those prevailing on the Base Date and published by the central bank of the Country.
36.	17.2 (d)	Liability for Care of the Works Any operation of the forces of nature (other than those allocated to the Contractor in the Contract Data) which is Unforeseeable or against which an experienced contractor could not reasonably have been expected to have taken adequate preventative precautions.
Insurance (GCC Clause 19)		
37.	19.1	Permitted deductible limits insurance required for the Works: _____ insurance required for Goods: _____ insurance required for liability for breach of professional duty: _____ insurance required against liability for fitness for

		purpose (if any is required): _____ insurance required for injury to persons and damage to property: _____ insurance required for injury to employees: ____ other insurances required by Laws and by local practice: _____
38.	19.2.1(b)	Additional amount to be insured (as a percentage of the replacement value, if less or more than 15%) _____%
39.	19.2.1(iv)	List of Exceptional Risks which shall not be excluded from the insurance cover for the Works
40.	19.2.2	Extent of insurance required for Goods Amount of insurance required for Goods
41.	19.2.3(a)	amount of insurance required for liability for breach of professional duty
42.	19.2.3(b)	Insurance required against liability for fitness for purpose Yes/No [<i>delete as appropriate</i>]
43.	19.2.3	Period of insurance required for liability for breach of professional duty
44.	19.2.4	Amount of insurance required for injury to persons and damage to property
45.	19.2.6	Insurance <u>Other insurances required by Laws and by local practice</u> The contractor shall provide all other insurances required by the Laws of the countries where (any part of) the Works are being carried out, at the Contractor's own cost. Other insurances required by local practice (if any) shall be detailed in the Contract Data and the Contractor shall provide such insurances in compliance with the details given, at the Contractor's own cost.
Dispute Avoidance/ Adjudication Board (GCC Clause 21)		
46.	21.1	Time for appointment of DAAB [<i>specify</i>]
47.	21.1	The DAAB shall comprise [<i>specify</i>] members
48.	21.1	List of proposed members of DAAB

		<ul style="list-style-type: none"> - Proposed by Employer/ ZTBL 1. 2. 3. - Proposed by Contractor 1. 2. 3.
49.	21.2	Appointing entity (official) for DAAB members

Part-B Special Provisions

The ZTBL shall be required to draft the special provisions (particular conditions Part-B) by referring the concerned clauses as stipulated in the General Conditions of the Contract. These provisions should be drafted by keeping following guidelines in consideration:

- i. Particular conditions must be drafted clearly and without any ambiguity;
- ii. Party's duties, rights, obligations, roles and responsibilities shall be clearly described in line with General Conditions of the Contract, requirements as specified in the bidding document;
- iii. While drafting special provisions realistic timelines must be provided for completion of the project / assignment;
- iv. All disputes must be settled either through arbitration act 1940 or through International Chamber of Commerce.

Note: Special Provisions shall always over rule and supersede the respective provisions of General Conditions of the Contract. In order to conveniently trace the respective clause, reference of the concerned GCC clause must be provided.

Table: Summary of Sections (if any)

Description of parts of the Works that shall be designated a Section for the purposes of the Contract (Sub-Clause 1.1.73)	Value: Percentage¹ of Accepted Contract Amount (Sub-Clause 14.9)	Time for Completion (Sub-Clause 1.1.84)	Delay Damages (Sub-Clause 8.8)

¹ These percentages shall also be applied to each half of the Retention Money under Sub-Clause 14.9

SECTION VIII: CONTRACT FORMS

Form of Contract

THIS AGREEMENT made the ____ day of _____ 20____ between *[name and address of ZTBL]* of Pakistan (hereinafter called “the ZTBL”) of the one part and *[name of Contractor]* of *[city and country of Contractor]* (hereinafter called “the ”) of Contractor other part:

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

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

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

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

Signed, sealed, delivered by	Signed, sealed, delivered by
------------------------------	------------------------------

_____ the _____ (for the ZTBL)	_____ the _____ (for the Contractor)
Witness to the signatures of the ZTBL	Witness to the signatures of the Contractor

Performance Guarantee Form

To: *[name of ZTBL]*

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

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

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

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

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

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

Retention Money Security Demand Guarantee

_____ [Guarantor letterhead or SWIFT identifier code]

Beneficiary: _____ [Insert name and Address of ZTBL]

Date: _____ [Insert date of issue]

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

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

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

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

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

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

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

[signature(s)]

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

Integrity Pact

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

Contract Number: _____
Contract Value: _____
Contract Title: _____

Dated: _____

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

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

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

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

Notwithstanding any rights and remedies exercised by GoP in this regard, [Name of Contractor] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of

Contractor] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

[ZTBL]

[Contractor]

