ISLAMABAD ELECTRIC SUPPLY COMPANY LIMITED

STANDARD BIDDING DOCUMENTS

SINGLE STAGE SINGLE ENVELOPE (SSSE) BIDDING PROCEDURE

TENDER FOR SAFE HANDLING LOADING TRANSPORTATION HT/LT (STRUCTURES) FROM IESCO STORES, INSTALLATION , ERECTION, CONCREATING EARTHING OF HT/LT STRUCTURES & TRANSORMERS / FIXING OF STAY ROD AS PER WAPDA SDI (WSCR-2022) **IRO DEPOSIT WORK HT/LT(ELR/DOP) AND SAFETY HAZARD WORKS IRO IESCO AND CITY CONSTRUCTION DIVISION IESCO RAWALPINDI.**

TENDER NO.	**59 /2025-26**
TENDER AMOUNT:	**Rs.7,661,466/-**
E-BID OPENING DATE:	**01-04-2026**
E-BID CLOSING TIME:	**10:30AM**
E-BID OPENING TIME:	**11:00AM**

NAME OF FIRM:	

Addl. Director (VEC)
Office of General Manager (Tech.)
IESCO Head Quarter, St. # 40, Sector G-7/4, Islamabad, Pakistan

PREFACE

This bidding document for the Procurement of Civil Work has been prepared by Add. Director (VEC) IESCO, Sector G/7-4, St. No. 40, Islamabad and is based on the Standard Form of Bidding Document for Procurement of Civil Work issued by the Pakistan Engineering Council (Harmonized with PPRA Rules).

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SECTION-I

INVITATION
FOR E-BID

ISLAMABAD ELECTRIC SUPPLY COMPANY LIMITED

NOTICE FOR INVITATION OF E-BID
(TENDER NO: VEC/NCB/57, 58 & 59/2025-26)

IESCO is one of the leading Distribution Companies of PEPCO having 4.1 million consumers. IESCO is committed to light the life of people by providing best quality of electricity. IESCO distributes power (electricity) to millions of Consumers with its' vast, efficient & well-organized network starting from River Indus to River Neelum (Kashmir). IESCO invites **E-bids** from contractors for the following works on **Single Stage - Single Envelope (SSSE)** bidding procedure under National Competitive Bidding (NCB) basis in accordance with the provisions of PPRA Rules-2004 amended up to date:

Tender #	Description	E-Bid closing Date & Time	Technical E-Bid opening Date/Time
57	TENDER FOR CARRYING OUT TRANSPORTATION OF **HT/LT STRUCTURE & PC / SPUN POLES** FORM IESCO STORES TO SITE OF WORK, SAFE HANDLING, ERECTION, CONSTRUCTION OF FOUNDATION PROVISION OF STAY WIRE AND EARTHING TO HT/LT STRUCTURES, PC / SPUN POLES & TRANSFORMERS AS PER WAPDA / IESCO SDI IN **TEHSIL MUREE & KOTLI SATTIAN DISTRICT MURREE** AND SIMILAR NATURE OF WORKS UNDER THE JURISDICTION OF CONSTRUCTION DIVISION IESCO ISLAMABAD **RS.16,432,080/-.**	**01-04-2026 (10:30AM)**	**01-04-2026 (11:00AM)**
58	TENDER FOR CARRYING OUT THE WORK TRANSPORTATION SAFE HANDLING FROM IESCO STORES TO SITE OF WORK CARRIAGE ERECTION & CONCRETING OF **HT/LT STRUCTURE POLES & PC SPUN POLES,** FIXING OF STAY RODS AND EARTHING OF POLES/ TRANSFORMERS AS PER WAPDA SDI TO SITE OF WORK IN **TEHSIL JEHLUM, P.D KHAN DISTT: JHELUM AND TEHSIL S.A GIR DISTT: GUJRAT** IN THE JURISDICTION OF CONSTRUCTION DIVISION IESCO JHELUM **RS.8,127,006/-.**		
59	GENERAL TENDER FOR SAFE HANDLING LOADING TRANSPORTATION **HT/LT (STRUCTURES)** FROM IESCO STORES, INSTALLATION , ERECTION, CONCRETING EARTHING OF HT/LT STRUCTURES & TRANSFORMERS / FIXING OF STAY ROD AS PER WAPDA SDI IRO DEPOSIT WORK HT/LT(ELR/DOP) AND SAFETY HAZARD WORKS IRO IESCO AND CITY CONSTRUCTION DIVISION IESCO RAWALPINDI **RS.7,661,456/-.**		

ELIGIBILITY / EVALUATION CRITERIA:

i) Engg. Firm/Company participating independently and Engg. Firms/Companies participating in a JV shall be registered with Pakistan Engineering Council (PEC) having specialized code **EE-04, EE-05, CE-10** & renewed upto 30th June 2026.
ii) Engg. Firm/Company prequalified from Chief Engineer (D&S/S&S) NTDC Lahore.
iii) Engg. Firm/Company registered with FBR have NTN, General Sales Tax (GST) & Punjab Revenue Authority (PRA) with **"Active"** status.
iv) The offered bid price must be inclusive of all taxes applicable including but not limited to Income Tax, GST (applicable in accordance to ICT Tax on Services Act & PRA Tax on services act whichever is applicable)
v) Engg. Firm/Company will provide the fresh bank statement with balance upto 25% of the BOQ cost.
vi) Engg. Firm/Company shall furnish income tax returns filed at the FBR for FY 2024-25.
vii) Engg. Firm/Company successfully completed similar nature of work in any DISCO **(OR)** Successfully completed similar nature of work in any Govt./Semi Govt. organization/Autonomous body/Private Housing sector and successfully handed over to concerned DISCO.
viii) Engg. Firm/Company shall demonstrate at least the following financial criteria for last three (03) financial years duly verified from audited financial statements from reputable chartered accountancy firms.

ISLAMABAD ELECTRIC SUPPLY COMPANY LIMITED

NOTICE FOR INVITATION OF E-BID
(TENDER NO: VEC/NCB/57, 58 & 59/2025-26)

Tender No.	BOQ Cost	Net Worth (Rs.)	Average Annual Turnover	Cash Flow (Rs.)
57	16,432,080	6,572,832	21,909,440	3,651,573
58	8,127,006	3,250,802	16,254,012	2,709,002
59	7,661,456	3,064,582	7,661,456	1,276,909

ix) Engg. Firm/Company with Nil experience of similar nature of work can participate in the bidding process in a Joint Venture with Engg. firm holding requisite experience for a specific tender independently.

Mandatory requirements of JV shall be as following:

a. Both the Engg. Firm/Company shall be registered with company's registrar or any other relevant authority participating in a joint venture for a specific tender.
b. Engg. Firm/Company participating in a Joint Venture should have a joint bank account, NTN & PRA.
c. Engg. Firm/Company participating in a Joint Venture for a specific tender will not be allowed to participate in the same tender independently.
d. A technical partner / lead partner of (JV) shall demonstrate proven track record of satisfactory completion/ performance of at least five works (Tenders) of similar nature within past five years.
e. The experienced / lead partner of a JV, if, awarded work cannot participate in a JV in any other tender unless the previously awarded work is completed successfully.
f. In experienced partner of a JV must submit an undertaking on a non-judicial stamp Paper declaring clearly that the firm has never been blacklisted nor the firm is not in litigation with any Govt., Semi Govt, Autonomous body or any State Owned Enterprise (SOE) of the GoP.
g) JV agreement shall be signed by all partners, dully notarized by the competent authority and must define the roles and responsibility of both the partners and their profit & loss share.
h) The joint ventures are required to register their JV with PPRA on e-PADS. Moreover, each JV partner has to register individually on the EPADS as well.

TERMS & CONDITIONS:

i) Only E-Bids are accepted. All the interested bidders are directed to apply through E-Pak Acquisition & Disposal System (EPADS) portal online (http://www.eprocure.gov.pk) as per procedure laid down in the Rules/Regulations of PPRA.
ii) Interested bidders are directed to upload all mandatory documents (already mentioned in eligibility / evaluation criteria) along with bid on EPADS portal.
iii) If the E-bid does not comply to the **terms & conditions & Eligibility criteria**, shall be declared nonresponsive / rejected.
iv) 02% of the BOQ cost in shape of CDR / Pay Order / Bank Guarantee prepared from the firm account only in favor of Chief Executive Officer IESCO issued by any schedule bank of Pakistan (having rating A+ or above) uploaded on EPADS & original shall be submitted in the office of undersigned on the day of bid opening (before opening time).
v) A complete set of Bidding Documents can be downloaded from EPADS. The tender documents, containing detailed instructions / term & conditions and specification are available for eligible bidders.
vi) The offered bid price must be inclusive of all taxes applicable including but not limited to Income Tax, GST (applicable in accordance to ICT Tax on Services Act & PRA Tax on services act whichever is applicable.)
vii) If any fake/false information/documents are uploaded with E-Bid, the firm will be liable to be blacklisted as per IESCO blacklisting policy available on IESCO website (www.iesco.com.pk).
viii) Under PPRA rule 33(1) the procuring agency (IESCO) may reject all bids or proposals at any time prior to the acceptance of a bid or proposal. The procuring agency (IESCO) shall upon request communicate to any supplier or contractor who submitted a bid or proposal, the grounds for its rejection of all bids or proposals, but is not required to justify those grounds.
ix) The successful bidder shall be liable to carry out the specified work in accordance to the Wapda/IESCO specifications and Drawing / SDI.
x) Work shall be awarded formally after the Letter of Intent (LOI) is accepted by the most advantageous bidder and after furnishing the requisite **Performance Guarantee** from schedule bank having rating A++ in favor Chief Executive Officer IESCO **@ 05% of the offered Bid**, while for the offer bids below 20% of the BOQ cost, most advantageous bidder will be required to furnish **performance guarantee @ 10%** of the offered bid.
xi) All other terms & conditions will remain the same as mentioned in tender documents.
xii) Tender is also available at IESCO & PPRA websites www.ppra.org.pk & www.iesco.com.pk

ADDRESS: Office of Addl. Director (VEC) IESCO Head Office Street # 40 G-7/4 Islamabad

Addl. Director (VEC)
IESCO Islamabad

SECTION-II

INSTRUCTIONS

TO

BIDDERS & BIDDING DATA

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INSTRUCTIONS TO BIDDERS

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A. GENERAL

ITB.1 Scope of Bid & Source of Funds

1.1 Scope of Bid

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

Bidders must quote for the complete scope of work. Any Bid covering partial scope of work will be rejected as non-responsive.

1.2 Source of Funds

The Employer has arranged funds under DOP ELR Safety Hazard & Cost Deposit Head.

ITB.2 Eligible Bidders

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

i) Engg. Firm/Company participating independently and Engg. Firms/Companies participating in a JV shall be registered with Pakistan Engineering Council (PEC) having specialized code EE-04, EE-05, CE-10 & renewed upto 30th June 2026.

ii) Engg. Firm/Company prequalified from Chief Engineer (D&S/S&S) NTDC Lahore.

iii) Engg. Firm/Company registered with FBR have NTN, General Sales Tax (GST) & Punjab Revenue Authority (PRA) with **"Active"** status.

iv) The offered bid price must be inclusive of all taxes applicable including but not limited to Income Tax, GST (applicable in accordance to ICT Tax on Services Act & PRA Tax on services act whichever is applicable)

v) Engg. Firm/Company will provide the fresh bank statement with balance upto 25% of the BOQ cost.

vi) Engg. Firm/Company shall furnish income tax returns filed at the FBR for FY 2024-25.

vii) Engg. Firm/Company successfully completed similar nature of work in any DISCO **(OR)**
Successfully completed similar nature of work in any Govt./Semi Govt. organization/Autonomous body/Private Housing sector and successfully handed over to concerned DISCO.

viii) Engg. Firm/Company shall demonstrate at least the following financial criteria for last three (03) financial years duly verified from audited financial statements from reputable chartered accountancy firms.

Sr. No.	Net Worth (Rs.)	Average Annual Turnover	Cash Flow (Rs.)
1	3,064,582	7,661,456	1,276,909

ix) Engg. Firm/Company with Nil experience of similar nature of work can participate in the bidding process in a Joint Venture with Engg. firm holding requisite experience for a specific tender independently.

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a. Both the Engg. Firm/Company shall be registered with company's registrar or any other relevant authority participating in a joint venture for a specific tender.
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c. Engg. Firm/Company participating in a Joint Venture for a specific tender will not be allowed to participate in the same tender independently.
d. A technical partner / lead partner of (JV) shall demonstrate proven track record of satisfactory completion/ performance of at least five works (Tenders) of similar nature within past five years.
e. The experienced / lead partner of a JV, if, awarded work cannot participate in a JV in any other tender unless the previously awarded work is completed successfully.
f. In experienced partner of a JV must submit an undertaking on a non-judicial stamp Paper declaring clearly that the firm has never been blacklisted nor the firm is not in litigation with any Govt., Semi Govt, Autonomous body or any State Owned Enterprise (SOE) of the GoP.
g) JV agreement shall be signed by all partners, dully notarized by the competent authority and must define the roles and responsibility of both the partners and their profit & loss share.
h) The joint ventures are required to register their JV with PPRA on e-PADS. Moreover, each JV partner has to register individually on the e-PADS as well.

TERMS & CONDITIONS:

i) Only E-Bids are accepted. All the interested bidders are directed to apply through E-Pak Acquisition & Disposal System (EPADS) portal online (http://www.eprocure.gov.pk) as per procedure laid down in the Rules/Regulations of PPRA.
ii) Interested bidders are directed to upload all mandatory documents (already mentioned in eligibility / evaluation criteria) along with bid on EPADS portal.
iii) If the E-bid does not comply to the **terms & conditions & Eligibility criteria**, shall be declared nonresponsive / rejected.
iv) 02% of the BOQ cost in shape of CDR / Pay Order / Bank Guarantee prepared from the firm account only in favor of Chief Executive Officer IESCO issued by any schedule bank of Pakistan (having rating A+ or above) uploaded on EPADS & original shall be submitted in the office of undersigned on the day of bid opening (before opening time).
v) A complete set of Bidding Documents can be downloaded from EPADS. The tender documents, containing detailed instructions / term & conditions and specification are available for eligible bidders.
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vii) If any fake/false information/documents are uploaded with E-Bid, the firm will be liable to be blacklisted as per IESCO blacklisting policy available on IESCO website (www.iesco.com.pk).
viii) Under PPRA rule 33(1) the procuring agency (IESCO) may reject all bids or proposals at any time prior to the acceptance of a bid or proposal. The procuring agency (IESCO) shall upon request communicate to any supplier or contractor who submitted a bid or proposal, the grounds for its rejection of all bids or proposals, but is not required to justify those grounds.
ix) The successful bidder shall be liable to carry out the specified work in accordance to the Wapda/IESCO specifications and Drawing / SDI.
x) Work shall be awarded formally after the Letter of Intent (LOI) is accepted by the most advantageous bidder and after furnishing the requisite Performance Guarantee from schedule bank having rating A+ in favor Chief Executive Officer IESCO @ 05% of the offered Bid. , **while for the offer bids below 20% of the BOQ cost, most advantageous bidder will be required to furnish performance guarantee @ 10% of the offered bid.**
xi) All other terms & conditions will remain the same as mentioned in tender documents.
xii) Tender is also available at IESCO & PPRA websites www.ppra.org.pk & www.iesco.com.pk

ADDRESS: Office of Addl. Director (VEC) IESCO Head Office Street # 40 G-7/4 Islamabad.

ITB.3 Cost of Bidding

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

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ITB.4 Project Completion Period

3.2 Completion period of the said project is **01 YEAR** from the date of agreement.

BIDDING DOCUMENTS

ITB.4 Contents of Bidding Documents

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

1. Instructions to Bidders & Bidding Data
2. Form of Bid & Schedules to Bid
   Schedules to Bid comprise the following:

   (i) Schedule A: Specific Works Data (Part of Technical Bid)
   (ii) Schedule B: Schedule of Prices (Part of Financial Bid)
   (iii) Integrity Pact

3. Conditions of Contract & Contract Data
4. Standard Forms:
   (i) Form of Bid Security
   (ii) Form of Annual Turnover Data
   (iii) Form of Contract Agreement
   (iv) Form of Bank Guarantee for Advance Payment
5. Specifications
6. Drawings, if any

ITB.5 Clarification of Bidding Documents

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

5.2 The Engineer/Employer will respond to any request for clarification which it receives earlier than seven **(**07) days prior to the deadline for the submission of Bids. Copies of the Engineer/Employer's response will be forwarded to all prospective bidders, at least one (1) day prior to dead line for submission of Bids, who have received the Bidding Documents including a description of the enquiry but without identifying its source.

ITB.6 Amendment of Bidding Documents

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

6.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub-Clause 6.1 hereof, and shall be communicated in writing to all purchasers of the Bidding

Documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the Employer.

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

C. PREPARATION OF BIDS

ITB.7 Language of Bid

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

ITB.8 Documents Comprising the Bid

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

(a) Covering Letter

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

(c) Schedules (A to C) to Bid duly filled and initialed, in accordance with the instructions contained therein & in accordance with Sub-Clause ITB14.3.

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

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

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

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

ITB.9 Sufficiency of Bid

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

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

ITB.10 Bid Prices, Currency of Bid and Payment

10.1 The bidder shall fill up the Schedule of Prices (Schedule A to B) based on the unit rates and / or prices submitted by the bidder or %age value (above or below) of standard approved schedule rates, whichever is specified in bidding data.

Prices in the Schedule of Prices shall be entered keeping in view the instructions contained in the Preamble to Schedule of Prices.

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

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

ITB.11 Documents Establishing Bidder's Qualifications

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

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

ITB.12 Documents Establishing Works' Conformity to Bidding Documents

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

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

ITB.13 Bid Security

13.1 Each bidder shall furnish, as part of his bid, a Bid Security in the amount stipulated in Bidding Data in Pak. Rupees in the form of Deposit at Call or a Bank Guarantee issued by a Scheduled Bank in Pakistan having rating (A+, A++) or a Pay order, Bank Draft from a scheduled Bank of Pakistan for a period upto twenty-eight (28) days beyond the bid validity date.

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

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

13.4 The Bid Security may be forfeited:

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

(b) if a bidder does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) hereof; or

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

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

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

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

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

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

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

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

14.5 The bid comprising of both technical & financial, Bid shall be uploaded onto EPADS through registered EPAD account of PPRA.

(**Note:** No conditional/E-mail bids will be accepted.)

D. SUBMISSION OF BID

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

15.1 The complete bid shall compromise of both the technical & financial bid uploaded properly at PPRA EPADS and shall be received by the Employer at the time specified in Bidding Data not later than the time and date stipulated therein.

15.2 Bids submitted through telegraph, telex, fax or e-mail shall not be considered.

15.3 Any bid received by the Employer after the deadline for submission prescribed in Bidding Data will be returned unattended.

15.4 Any bidder may modify or withdraw his bid after bid submission provided that the modification or written notice of withdrawal is received by the Employer prior to the deadline for submission of bids or in case of e-procurement through EPADS shall adopt the prescribed procedure of PPRA's for the said withdrawal.

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

E. BID OPENING AND EVALUATION

ITB.16 Bid Opening, Clarification and Evaluation

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

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

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

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

16.4 (a) Prior to the detailed evaluation, pursuant to Sub-Clauses ITB 16.7 to 16.9, the Engineer/Employer will determine the substantial responsiveness of each bid to the Bidding Documents. For purpose of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations. It will include determining the requirements listed in Bidding Data.

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

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

the amount stated in the Form of Bid will be corrected by the Employer in accordance with the Corrected Schedule of Prices.

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

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

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

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

(a) Technical Evaluation

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

(b) Commercial / Evaluation

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

16.8 Evaluated Bid Price

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

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

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

ITB.17. Process to be Confidential

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

17.2 Any effort by a bidder to influence Engineer/Employer in the Bid evaluation, Bid comparison or Contract Award decisions may result in the rejection of his Bid. Whereas, any bidder feeling aggrieved may lodge a written complaint not later than fifteen (15)

days after the announcement of the bid evaluation result, however, mere fact of lodging a complaint shall not warrant suspension of procurement process.

F. AWARD OF CONTRACT

ITB.18. Post Qualification

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

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

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

ITB.19 Award Criteria & Employer's Right

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

19.2 Notwithstanding Sub-Clause ITB.19.1, the Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the Employer's action except that the grounds for its rejection of all bids shall upon request be communicated, to any bidder who submitted a bid, without justification of the grounds. Notice of the rejection of all the bids shall be given promptly to all the bidders.

ITB.20 Notification of Award & Signing of Contract Agreement

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

20.2 Within seven (05) days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Employer will send the successful bidder the Form of Contract Agreement provided in the Bidding Documents, incorporating all agreements between the parties.

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

ITB.21 Performance Security

21.1 The successful bidder shall furnish to the Employer a Performance Security in the form and the amount stipulated in the Conditions of Contract within a period of **Five (05) working days** after the receipt of Letter of Intent (LOI).

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

ITB.22 Integrity Pact

The Bidder shall sign and stamp the Form of Integrity Pact provided at Schedule-F to Bid in the Bidding Document for all Federal Government procurement contracts. Failure to provide such Integrity Pact shall make the bid non-responsive.

ITB.23 Black listing

If any bidder involve in any corrupt practice as mentioned in above or any other activity which subsequently impact execution of contract then Employer will impose remedial actions on a firm or an individual, at any time, in accordance with **IESCO Standard Operating Procedure for Mechanism of Blacklisting** and Integrity declaration (both as amended from time to time), including declaring ineligible, either indefinitely or for a stated period of time, to participate in bidding process in all over the country at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations.

BIDDING DATA

Instructions to Bidders

Clause Reference

1.1	**Name of Employer:**	**Islamabad Electric Supply Company Islamabad (IESCO)**
	Brief Description of Work	**TENDER FOR SAFE HANDLING LOADING TRANSPORTATION HT/LT (STRUCTURES) FROM IESCO STORES, INSTALLATION , ERECTION, CONCREATING EARTHING OF HT/LT STRUCTURES & TRANSORMERS / FIXING OF STAY ROD AS PER WAPDA SDI (WSCR-2022) IRO DEPOSIT WORK HT/LT(ELR/DOP) AND SAFETY HAZARD WORKS IRO IESCO AND CITY CONSTRUCTION DIVISION IESCO RAWALPINDI AMOUNTING TO RS.7,661,466/-**
1.21	(a) Employer‟s address:	**St. No. 40, G-7/4, Islamabad.**
	(b) Engineer's address:	O/O Project Director (CO), IESCO Building, I-10 Markaz Islamabad.
10.1	Percentage Rate Basis of WAPDA Composite Scheduled Rates (WCSR-2022) and Market Item.	
10.3	Bid shall be quoted entirely in Pak. Rupees. The payment shall be made in Pak. Rupees.	
12.1	(a) Quantity as per BOQ (attached)	
	(b) IESCO SDI's and Standard Drawings.	

13.1 Amount of Bid Security

All the bids must accompany **02%** of the contract amount/BOQ **as Bid Security** for this tender in the shape of Bank Guarantee/CDR/Bank Draft from any scheduled bank for this tender in favor of CEO IESCO, Islamabad. Bid security shall be valid for **180 days.**

14.1 Period of Bid Validity:

The bid validity period shall be 180 days **after bid opening.**

14.4 Number of Copies of the Bid to be Submitted:

One Original.

14.6 (a) Employer's Address for the Purpose of Bid Submission (Only E-Bid through EPADS accepted)

Addl. Director (VEC) IESCO
Street No. 40, G-7/4, IESCO Head Office Islamabad.

15.1 Deadline for online Submission of E-Bid

Time: **10:30 AM**
Date: 01-04-2026

16.1 Venue, Time, and Date of E-Bid Opening

Venue: O/o Addl. Director (VEC)
Street No. 40, Sector G/7-4, IESCO Head Office Islamabad.
Time: 11:00 AM
Date: 01-04-2026

16.4 Responsiveness of Bids

(i) The Bid is valid till required period.
(ii) The Bid prices are firm during currency of contract.
(iii) Completion period offered is within specified limits.
(iv) The Bidder is eligible to Bid and possesses the requisite experience, capability and qualification.
(v) The Bid does not deviate from basic technical requirements.
(vi) The Bid does not deviate from basic commercial & financial requirements and
(vii) The bid does not cover partial and incomplete work and
(viii) The Bids are generally in order, etc.

16.9 Price Adjustment

(iii) Price Adjustment for Deviations in Terms of Payment

If a bid deviates from the terms of payment/payment conditions as specified in the Conditions of Contract and if such deviation is considered acceptable to the Employer, mark-up earned for any earlier payments in involved in the terms outlined in the Bid as compared to those stipulated in the Conditions of Contract shall be calculated at the mark-up rate __ per annum (insert rate) and shall be added to the Corrected Total Bid Price for comparison purposes only

Not Applicable

.

SECTION-III

FORM OF BID AND SCHEDULES TO BID

FORM OF BID
(LETTER OF OFFER)

Bid Reference No. VEC/NCB- 59 /2025-26

TENDER FOR SAFE HANDLING LOADING TRANSPORTATION HT/LT (STRUCTURES) FROM IESCO STORES, INSTALLATION , ERECTION, CONCREATING EARTHING OF HT/LT STRUCTURES & TRANSORMERS / FIXING OF STAY ROD AS PER WAPDA SDI (WSCR-2022) IRO DEPOSIT WORK HT/LT(ELR/DOP) AND SAFETY HAZARD WORKS IRO IESCO AND CITY CONSTRUCTION DIVISION IESCO RAWALPINDI AMOUNTING TO RS.7,661,466/-

The Addl. Director (VEC),
IESCO Islamabad.

Gentlemen,

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Contract Data, Specifications, Drawings, if any, Schedule of Prices and Addenda Nos._____for the Execution of the above-named Works, we, the undersigned, being a company doing business under the name of and address **M/s** _____and being duly incorporated under the laws of Pakistan hereby offer to execute and complete such Works and remedy any defects therein in conformity with the said Documents including Addenda thereto for the **Bid Price**_____**Above / Below** of **Rs. _____ (Without GST) & Rs._____(With GST)** or such other sum as may be ascertained in accordance with the said Documents.

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

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

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

5. We agree to abide by this Bid for the period of 180days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

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

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

Dated this_____day of_____, 2026 Signature

_____

in the capacity of_____duly authorized to sign bid for and on behalf of

_____
(Name of Bidder in Block Capitals)
(Seal)

Address

_____

_____

_____

[SCHEDULES TO BID INCLUDE THE FOLLOWING)

- **Schedule A to Technical Bid:** Specific Works Data
- **Schedule B to Financial Bid:** Schedule of Prices
- **Schedule F to Bid:** Integrity Pact

SCHEDULE OF PRICES

Sr. No.		Page No.
1.	Preamble to Schedule of Prices	30
2.	Schedule of Prices	32
	(a) Summary of Bid Prices (b) Detailed Schedule of Prices	

1. PREAMBLE TO SCHEDULE OF PRICES

1. General

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

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

2. Description

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

3. Units & Abbreviations

3.1 Units of measurement, symbols and abbreviations expressed in the Bidding Documents shall complies with the System International d‟ Unites (SI Units).

4. Rates and Prices

4.a. Estimated Cost is _____

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

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

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

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

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

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

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

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

5. Bid Prices

5.1 Break-up of Bid Prices

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

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

5.2 Total Bid Price

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

6. Provisional Sums

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

Not Applicable

2. Schedule of Prices

SPECIFIC WORKS DATA

(a) Detailed Schedule of Works

TENDER FOR SAFE HANDLING LOADING TRANSPORTATION HT/LT (STRUCTURES) FROM IESCO STORES, INSTALLATION , ERECTION, CONCREATING EARTHING OF HT/LT STRUCTURES & TRANSORMERS / FIXING OF STAY ROD AS PER WAPDA SDI (WSCR-2022) IRO DEPOSIT WORK HT/LT(ELR/DOP) AND SAFETY HAZARD WORKS IRO IESCO AND CITY CONSTRUCTION DIVISION IESCO RAWALPINDI AMOUNTING TO RS.7,661,466/-

Sr. No.	Description	Documents Upload with E-Bid (Yes/No.)
1	CDR / Pay-order (2% of the BOQ)	
2	Pakistan Engineering Council (PEC) (Category C6& above with specialized codes) EE-04, EE-05, CE-10	
3	Bank Statement (25% of the BOQ cost)	
4	Sales Tax (Fresh Active Status) by FBR	
5	PRA (Fresh Active Status) by FBR	
6	NTN (Active status) by FBR	
7	Income Tax Return (2024-25) FBR	
8	Registration with CE (S&S) Lahore	
9	Financial Audit Report (Last three years) FY 2023-2024, 2024-25, 2025-26	
10	Performance Certificate	
11	Work Order	
12	Any other document	

(a) Detailed Schedule of Prices (BOQ)

SCHEDULE (B) TO FINANCIAL BID

BOQ FOR GENERSAL TENDER FOR SAFE HANDLING LOADING/ UNLOADING TRANSPORTATION OF HT/LT (STRUCTURE) FROM IESCO STORES, INSTALLATION, ERECTION , CONCREATING , EARTHING OF HT/LT STRUCTURES AND TRANSFOMER, FIXING OF STAY ROD AS PER IESCO SDI (WCSR-2022) IRO DEPOSIT WORKS & HT /LT (ELR/DOP) AND SAFETY HAZARD WORKS IRO CITY CONSTRUCTION DIVISION IESCO RAWALPINDI

S.No	DESCRIPTION OF WORK	UNIT	QTY	RATE	AMOUNT
A- NON SCHEDULE ITEMS.					
1	Collection for Designated stores. Construction of Foundation and Errection of HT Structures 45' with complete foundation as per WAPDA SDI & back Filling.	Each	143	31653	4,526,379.00
B- SCHEDULE ITEMS.					
2	Collection for designed stores. Construction of Foundation and Errection of given HT Structures 36' with complete foundation size 610x610x1981mm as WAPDA Specification P-34 & back Filling.	Each	184	12358.35	2,273,936.40
3	Collection from designated stores construction fo foundations and erection of L.T steel Structures 9.49 Meter (31 Ft) with complete foundation size 508 X 508 X 1829 mm and back filling as per WAPDA Specification.	Each	32	7054.87	225,755.84
4	Collection from Designated Stores installation of Earthing Arrangement for HT/LT Structres as per WAPDA Drawing NO. PDW-DF/246.	Each	606	706.19	427,951.14
5	Collection from Designated stores installation and fixing of stay set Complete	Each	137	882.74	120,935.38
6	Collection from Designated Stores Installation of Earthing Arrangement (Configuration for Dist. Transformer on single Structure Accordingly Specification as per Drawing No.PDW/DF-263	Each	1	1765.48	1,765.48
7	Collection from designated stores installation of Earthing Arrangment (Configuration) for distribution transformer on double Structures / Poles accordingly Specification as per WAPDA Drawing No.PDW/FD-264	Each	40	2118.57	84,742.80
TOTAL					7,661,466.04
SAY RS					7,661,466.00

1. Any Omission / Mistake will be corrected as & when pointed out.
2. The Quantity can be increased/ decreased as per actual work done at site.

ADDL: PROJECT DIRECTOR (E)
CITY CONSTRUCTION DIVISION
IESCO RAWALPINDI.

RATE QUOTED BY THE CONTRACTOR_____% ABOVE / BELOW.

THE SIGNATURE AND STAMP OF CONTRACTOR._____

(INTEGRITY PACT)

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

Contract No._____Dated_____
Contract Value: _____
Contract Title: _____

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

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

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

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

Notwithstanding any rights and remedies exercised by GoP in this regard, [name of Bidder] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder‟s fee or kickback given by [name of Bidder] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

Name of Bidder: ……
Signature: ……
[Seal]

SECTION-IV

CONDITIONS OF CONTRACT

CONDITIONS OF CONTRACT

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CONDITIONS OF CONTRACT

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CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

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

The Contract

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

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

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

Persons

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

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

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

Dates, Times and Periods

1.1.7 "Commencement Date" means the date seven (07) days after the date the Contract comes into effect or any other date named in the Contract Data.

1.1.8 "Day" means a calendar day

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

Money and Payments

1.1.10 "Cost" means all expenditure properly incurred (or to be incurred) by the Contractor, whether on or off the Site, including overheads and similar charges but does not include any allowance for profit.

Other Definitions

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

1.1.12 "Country" means the Islamic Republic of Pakistan.

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

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

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

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

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

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

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

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

1.2 Interpretation

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

1.3 Priority of Documents

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

1.4 Law

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

1.5 Communications

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

1.6 Statutory Obligations

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

2. THE EMPLOYER

2.1 Provision of Site

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

2.2 Permits etc.

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

2.3 Engineer's/Employer's Instructions

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

2.4 Approvals

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

3. ENGINEER'S/EMPLOYER'S REPRESENTATIVES

3.1 Authorized Person

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

3.2 Engineer's/Employer's Representative

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

4. THE CONTRACTOR

4.1 General Obligations

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

4.2 Contractor's Representative

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

4.3 Subcontracting

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

4.4 Performance Security

The Contractor shall furnish to the Employer within **Five (05) working days** after receipt of Letter of Intent. Performance Security @ 05% of the contract price / offered bid, in the form of Bank Draft or Bank Guarantee for the amount and validity specified in Contract Data from any Scheduled Bank of Pakistan having rating A+ or above.

While for the offer bids below 20% of the BOQ cost, most advantageous bidder will be required to furnish performance guarantee @ 10 of the offered bid.

6. EMPLOYER'S RISKS

6.1 The Employer's Risks

The Employer‟s Risks are: -

a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, within the Country**;**

b) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, within the Country**;**

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

d) ionizing radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly, except to the extent to which the Contractor/Sub-Contractors may be responsible for the use of any radio-active material**;**

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

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

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

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

7. TIME FOR COMPLETION

7.1 Execution of the Works

The Contractor shall commence the Works on the Commencement Date and shall proceed expeditiously and without delay and shall complete the Works, subject to Sub-Clause 7.3 below, within the Time for Completion **01 YEAR.**

7.2 Programme

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

7.3 Extension of Time

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

the Employer shall extend the Time for Completion as determined.

7.4 Late Completion

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

8. TAKING-OVER

8.1 Completion

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

8.2 Taking-Over Notice

Within Seven (07) days of the receipt of the said notice of completion from the Contractor the Employer/Engineer shall either takeover the completed Works and issue a Certificate of Completion to that effect or shall notify the Contractor his reasons for not taking-over the Works. While issuing the Certificate of Completion as aforesaid, the Employer/Engineer may identify any outstanding items of work which the Contractor shall undertake during the Maintenances Period.

9. REMEDYING DEFECTS

9.1 Remedying Defects

The Contractor shall for a period stated in the Contract Data from the date of issue of the Certificate of Completion carry out, at no cost to the Employer, repair and rectification work within 30 Days of Engineer‟s letter which is necessitated by the earlier execution of poor quality of work or use of below specifications material in the execution of Works and which is so identified by the Employer/Engineer in writing within the said period. Upon expiry of the said period, and subject to the Contractor‟s faithfully performing his aforesaid obligations, the Employer/Engineer shall issue a

Maintenance Certificate whereupon all obligations of the Contractor under this Contract shall come to an end.

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

9.2 Uncovering and Testing

The Engineer/Employer may give instruction as to the uncovering and/or testing of any work. Unless as a result of an uncovering and/or testing it is established that the Contractor‟s design, Materials, Plant or workmanship are not in accordance with the Contract, the Contractor shall be paid for such uncovering and/or testing as a Variation in accordance with Sub-Clause 10.2.

10. VARIATIONS AND CLAIMS / ALTERATION MODIFICATIONS.

10.1 Right to Vary

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

10.2 Valuation of Variations

Variations shall be valued as permissible under PPRA Rules & Regulations:

10.3 Early Warning

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

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

10.4. **Valuation of Claims**

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

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

10.5 **Variation and Claim Procedure**

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

11. CONTRACT PRICE AND PAYMENT

11.1 (a) **Terms of Payments**

The amount due to the Contractor under any Interim Payment Certificate issued by the Engineer pursuant to this Clause, or to any other terms of the Contract, shall be paid by the Employer to the Contractor within 30 days after such Interim Payment Certificate has been jointly verified by Employer and Contractor, or, in the case of the Final Certificate within 60 days after such Final Payment Certificate has been jointly verified by Employer and Contractor; Provided that the Interim Payment shall be caused in 42 days and Final Payment in 60 days in case of foreign funded project

(b) **Valuation of the Works**

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

11.2 Monthly Statements

The Contractor shall be entitled to be paid as specified in Contract Data:

“the value of the Works executed”

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

11.3 Interim Payments

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

11.4 Final Payment

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

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

11.5 Currency

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

12. DEFAULT

12.1 Default by Contractor

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

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

12.2 Default by Employer

If the Employer fails to pay in accordance with the Contract, or is, despite a written complaint, in breach of the Contract, the Contractor may give notice referring to this Sub-Clause and stating the default. If the default is not remedied within fourteen(14)

days after the Employer‟s receipt of this notice, the Contractor may suspend the execution of all or parts of the Works.

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

12.3 Insolvency

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

12.4 Payment upon Termination

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

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

b) any sums to which the Employer is entitled,

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

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

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

13. RISKS AND RESPONSIBILITIES

13.1 Contractor's Care of the Works

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

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

13.2 Force Majeure

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

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

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

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

b) the cost of his demobilization, and

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

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

15. RESOLUTION OF DISPUTES

15.1 Engineer's Decision

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

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

15.2 Notice of Dissatisfaction

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

15.3 Arbitration

A dispute which has been the subject of a notice of dissatisfaction shall be finally settled as per provisions of Arbitration Act 1940 (Act No. X of 1940) and Rules made thereunder and any statutory modifications thereto. Any hearing shall be held at the place specified in the Contract Data and in the language referred to in Sub-Clause 1.5.

16 INTEGRITY PACT

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

(a) recover from the Contractor an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Contractor or any of his Sub-Contractors, agents or servants;

(b) Terminate the Contract; and

(c) Recover from the Contractor any loss or damage to the Employer as a result of such termination or of any other corrupt business practices of the Contractor or any of his Sub-Contractors, agents or servants.

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

17. Following Committee is responsible for inspection of Tools & Plant as proposed during currency of contractor and Engineers / Project Manager/Skilled labour, in order to ensure the quality of work. In case Tools & Plants and qualified relevant Engineers will not available during the visit of following officers, firm shall be recommended for blacklisting on basis misrepresentation and concealing of information.

1. Dy. Director (Monitoring) (Convener)
2. Executive Engineer Concerned (Member)
3. SDO Construction (concerned) (Member)

SECTION-V

CONTRACT DATA

CONTRACT DATA

Sub-Clauses of Conditions of Contract

1.1.3 Employer's Drawings, if any (Will be provided)

1.1.4 **The Employer** means

Islamabad Electric Supply Company (IESCO)

1.1.5 **The Contractor** means

The Person/Persons who is/are awarded the contract/contracts.

1.1.7 **Commencement Date** means the date of issue of Engineer's Notice to Commence which shall be issued within seven (07) days of the signing of the Contract Agreement.

1.1.8 Time for Completion of Work is 01 Year, after the start date from signing of contract agreement. Penalty @ 0.05% of contract price / offered bid price per day shall be applied on late completion for maximum 30 days. Completion schedule beyond 30 days from completion stipulated time, bid shall be rejected. No credit will be given for early completion.

1.1.9 **Engineer**

Project Director (CO) / Executive Engineer (Construction) concerned.

Documents forming the Contract listed in the order of priority:

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

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

3.1 Authorized person: Any Person nominated by the Employer

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

Addl. Director (VEC)
Islamabad Electric Supply Company (IESCO), Islamabad
St. No. 40, Sector G-7/4, Islamabad.

4.4 **Performance Security:**

@ 05% of the Contract price / offered bid.

Validity: for the defect liability period which shall be at least be One (01)

year after the completion.

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

Specification Clause No"s: **As per IESCO SDI.**

5.2 **Programme:**

Time for submission: Within three (03) days* of the Commencement Date.

Form of programme: Bar Chart/CPM/PERT or any other

5.3 **Period for remedying defects**

One Year after date of Completion

5.4 (e) **Variation procedures:**

Day work rates/WCSR-2022/Approved rates as agreed upon by the Employer/Engineer with details

11. (a) Terms of Payments

Payment of Contract Price shall be made in the following manners**:**

i) Ninety-Five percent (95%) shall be paid on the date of issuance of Certificate of Completion as per Clause 8.2 of Conditions of Contract, and
ii) Five percent (5%) shall be paid in accordance with Clause 11.4 of Conditions of Contract.
iii) Performance Security will be returned after one year of issuance of Completion Certificate

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

i) Lump sum price_____(details), or

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

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

11.2 **Monthly Statements:**

"The value of the executed Works" along-with Completion Progress

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

11.4 **Liquidated Damages**

In case the work is completed after the specified completion period the contract shall be imposed a penalty of liquidated damages (LD) @ 0.05% of the quoted bid price per day for maximum thirty days. Completion schedule beyond thirty days from specified completion period shall be rejected. While no credit will be given for early completion. Nevertheless with a justified reason the time for completion can be extended by the competent authority.

11.5 **Retention Money**

05% of the IPC and final payment certificate shall be retained by IESCO.

SECTION-VI

STANDARD FORMS

STANDARD FORMS

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

FORM OF BID SECURITY
(Bank Guarantee)

Guarantee No._____
Executed on _____

(Letter by the Guarantor to the Employer)

Name of Guarantor (Scheduled Bank in Pakistan) with address:_____
Name of Principal (Bidder) with address:_____
_____
Penal Sum of Security (express in words and figures):_____
_____
Bid Reference No._____Date of Bid_____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal, we the Guarantor above-named are held and firmly bound unto the _____, (hereinafter called The "Employer") in the sum stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying Bid numbered and dated as above for _____(Particulars of Bid) to the said Employer; and

WHEREAS, the Employer has required as a condition for considering the said Bid thatthe Principal furnishes a Bid Security in the above said sum to the Employer, conditioned as under:

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

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

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

(c) failure of the successful bidder to

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

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

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

NOW THEREFORE, if the successful bidder shall, within the period specified therefore, on the prescribed form presented to him for signature enter into a formal Contract Agreement with the saidEmployer in accordance with his Bid as accepted and furnish within twenty eight (28) days of receipt of Letter of Acceptance, a Performance Security with good and sufficient surety , as may be required, upon the form prescribed by the said Employer for the faithful performance and proper fulfilment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

PROVIDED THAT the Guarantor shall forthwith pay to the Employer the said sum stated above upon first written demand of the Employer without cavil or argument and without requiring the Employer to prove or to show grounds or reasons for such demand, notice of which shall be sent by the Employer by registered post duly addressed to the Guarantor at its address given above.

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

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

_____

Guarantor (Bank)

Witness:

1. _____

_____

Corporate Secretary (Seal)

2. _____

_____

(Name, Title & Address)

1. Signature _____

2. Name _____

3. Title _____

Corporate Guarantor (Seal)

FORM OF PERFORMANCE SECURITY
(Bank Guarantee)

Guarantee No._____
Executed on _____

(Letter by the Guarantor to the Employer)

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

Name of Principal (Contractor) with address:_____

_____

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

_____

Letter of Acceptance No._____Dated _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bidding Documents and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Principal we, the Guarantor above named, are held and firmly bound unto the _____(hereinafter called the Employer) in the penal sum of the amount stated above, for the payment of which sum well and truly to be made to the said Employer, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has accepted the Employer's above said Letter Acceptance for _____ _____(Name of Contract) for the _____

_____
(Name of Project).

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the Employer, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of the said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Clause 9, Remedying Defects, of Conditions of Contract are fulfilled.

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

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

We,_____(the Guarantor), waiving all objections and defences under the Contract, do hereby irrevocably and independently guarantee to pay to the Employer without delay upon the Employer's first written demand without cavil or arguments and without requiring the Employer to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the Employer's written declaration that the Principal has refused or failed to perform the obligations under the Contract, forwhich payment will be effected by the Guarantor to Employer‟s designated Bank & Account Number.

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

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

_____
Guarantor (Bank)

Witness:

1. _____

_____
Corporate Secretary (Seal)

2. _____

_____
(Name, Title & Address)

1. Signature _____
2. Name _____
3. Title _____

_____
Corporate Guarantor (Seal)

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the_____day of _____ 2023 _____ between _____(hereinafter called the "Employer") of the one part and_____(hereinafter called the "Contractor") of the other part.

WHEREAS the Employer is desirous that certain Works, viz_____should be executed by the Contractor and has accepted a Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW this Agreement witnesseth as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents after incorporating addenda, if any except those parts relating to Instructions to Bidders, shall be deemed to form and be read and construed as part of this Agreement, viz:
   (a) This contract agreement
   (b) The Letter of Acceptance;
   (c) The completed Form of Bid;
   (d) Conditions of Contract & Contract Data;
   (e) The priced Schedule of Prices;
   (f) The Specifications; and
   (g) The Drawings
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy defects therein in conformity and in all respects within the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF the parties hereto have caused this Contract Agreement to be executed on the day**,** month and year first before written in accordance with their respective laws.

Signature of the Contactor	Signature of the Employer
_____	_____
(Seal)	(Seal)

Signed, Sealed and Delivered in the presence of:

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

FORM OF BANK GUARANTEE FOR ADVANCE PAYMENT

Guarantee No._____

Executed on_____

(Letter by the Guarantor to the Employer)

WHEREAS the_____(hereinafter called the Employer) has entered into a Contract for _____

_____ (Particulars of Contract), with _____

_____(hereinafter called the Contractor).

AND WHEREAS the Employer has agreed to advance to the Contractor, at the Contractor"s request, an amount of Rs._____Rupees_____) which amount shall be advanced to the Contractor as per provisions of the Contract.

AND WHEREAS the Employer has asked the Contractor to furnish Guarantee to secure the advance payment for the performance of his obligations under the said Contract.

AND WHEREAS _____ (Scheduled Bank) (hereinafter called the Guarantor) at the request of the Contractor and in consideration of the Employer agreeing to make the above advance to the Contractor, has agreed to furnish the said Guarantee.

Not Applicable

NOW THEREFORE the Guarantor hereby guarantees that the Contractor shall use the advance for the purpose of above mentioned Contract and if he fails, and commits default in fulfillment of any of his obligations for which the advance payment is made, the Guarantor shall be liable to the Employer for payment not exceeding the aforementioned amount.

Notice in writing of any default, of which the Employer shall be the sole and final judge, as aforesaid, on the part of the Contractor, shall be given by the Employer to the Guarantor, and on such first written demand payment shall be made by the Guarantor of all sums then due under this Guarantee without any reference to the Contractor and without any objection.

This Guarantee shall come into force as soon as the advance payment has been credited to the account of the Contractor.

This Guarantee shall expire not later than _____

by which date we must have received any claims by registered letter, telegram, telex or telefax.

It is understood that you will return this Guarantee to us on expiry or after settlement of the total amount to be claimed hereunder.

_____

Guarantor (Scheduled Bank)

Witness:

1._____

_____

Corporate Secretary (Seal)

2. _____

_____

(Name, Title & Address)

1. Signature _____
2. Name _____
3. Title _____

_____

Corporate Guarantor (Seal)

SECTION-VII

DRAWINGS

1. DRAWINGS

1.1 Shall be provided at the time of execution of work

2. DISMANTLED MATERIAL (If Required as Per Schedule – B to Bid)

2.1 Contractor shall dismantle all Poles, Conductor, Earth Wire and allied accessories in proper manner, maintain Inventory and shall return to concerned IESCO field Store.

2.2 Contractor is responsible for weighing of all material (such as Poles, Conductor and allied accessories) under supervision of IESCO representative and prepare proper inventory. Contractor is responsible for each type of Pole and carry out weight of each Pole in presence of IESCO representative.

2.3 Contractor shall not break existing Disc Insulators; even same Disc Insulators are to be re-used in case Disc Insulators are not damaged during dismantling.

ADDITIONAL FORM (S)

Average Annual Turnover

Annex-A

Each Bidder must fill in this form

The information supplied should be the Annual Turnover of the Bidder in terms of the amounts billed to clients for each year for Contracts/Orders in progress or completed, at the end of the period reported:

Annual Turnover Data for the Last 3 Years	
Year	**Amount (PKR)**
Average Annual Turnover	

Historical Financial Performance

Annex-B

Each Bidder must fill out this form. In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner‟s name below:

Description	Year-1	Year-2	Year-3
Total Assets (TA)			
Total Liabilities (TL)			
Net Worth = (TA – TL)			
Current Assets (CA)			
Current Liabilities (CL)			
Working Capital = (CA – CL)			

Annex-C

Availability of Financial Resources

Bidders must demonstrate sufficient financial resources, usually comprising of Working Capital supplemented by credit line statements or overdraft facilities and others to meet the Bidder‟s financial requirements for (a) its current contract commitments, and (b) the subject contract.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner‟s name below:

No.	Source of financing	Amount PKR
1	Working Capital	
2	Credit Line	
3	Other Financial Resources	

Annex-D

General Experience

Sr. No.	Description of Work	Name of Employer	Scope/Amount of work	Completion Date

MECHANISM
FOR BLACKLISTING OF CONTRACTORS / CONSULTANTS / MANUFACTURERS

Approved by IESCO Board of Directors (BoD)
in its178th Meeting held on 23rd August 2019.

ISLAMABAD ELECTRIC SUPPLY COMPANY (IESCO)

28th October, 2019

DISCLAIMER

If any clause of this policy afterwards develops contradiction with PPRA Rules, then PPRA Rules will supersede the relevant clause of IESCO Mechanism for Blacklisting of Contractors / Consultants / Manufacturers.

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PREFACE

This mechanism of blacklisting has been drafted in the light of Rule-19 “Blacklisting of suppliers and contractors” of the Public Procurement Rules, 2004 “PPRA Rules”. This Mechanism has been developed to mitigate the possibilities of corrupt practices and ensure the transparent and corruption free public procurement in the organization. The blacklisting policies of various procurement agencies have also been consulted. The policy was placed on IESCO website for more than 03 months & all the stake holders were invited to furnish their comments so that no one may have any objection after its implementation. This mechanism consists of 09 chapters containing Grounds for Blacklisting, Procedure for Suspension and Blacklisting, Formulation of “IESCO Standing Committee for Blacklisting”, Review against Decision of the Procuring Agency, Period of Debarment, Process to deal with Complaints & Guidelines for Evaluation of Performances of Contractors. The procedure has been developed for both of the procurement stages including competitive bidding stage and contract implementation stage. A disclaimer Clause has also been added so that Authority’s instructions could prevail. This document shall be considered an integral part of IESCO Bidding Documents / Tender Documents/ RFPs as well as contract agreements / purchase orders etc. The bidders shall have to submit an undertaking along with their bid that they have read all the contents of this blacklisting mechanism and they accept all the provisions of this document.

DEFINITIONS

In addition to definitions mentioned in bidding document, following definitions are also applicable:

(i) **Authority:** The Public Procurement Regulatory Authority.

(ii) **Appeal**: Right of firm/individual to bring its / his grievance against the issuance of Blacklisting Order at the appropriate legal forum.

(iii) **Appellate Authority**: The department, office or government unit exercising general and/or administrative supervision/control over the blacklisting agency. Department level agencies shall exercise appellate authority over offices, agencies, under their jurisdiction. *Provided, further,* that blacklisting decisions of government agencies that are not subject to general and/or administrative supervision/control of any department, office or government unit shall be final and executor.

(iv) **Award**: A written notice from the procuring entity accepting a bid or proposal.

(v) **Blacklisting:** An administrative penalty disqualifying a person or an entity from participating in any government procurement for a given period.

(vi) **Blacklisting Mechanism:** A mechanism adopted by IESCO as a procuring agency/entity for Blacklisting supplier(s), manufacturer(s), distributor(s), contractor(s) or Experts/consultants/consulting firm(s) etc.

(vii) **Blacklisted Person/Entity**. A person/entity that was disqualified by an agency and/or is included in the PPRA/ADB/World Bank/Donor Agencies' (working with Government of Pakistan) Consolidated Blacklisting Report/sanctioning list.

(viii) **Contractor** includes-suppliers, contractors and consultants

(ix) **Consolidated Blacklisting Repor**t: The report prepared by the NTDC/WAPDA/DISCOs/PPRA/ADB/World Bank/Donor Agency working with Government of Pakistan containing the list of supplier(s), manufacturer(s), distributor(s), contractor(s) or Experts/ consultants/ consulting firm(s) blacklisted by procuring entities/agencies.

(x) **Debarment:** state of being legally excluded from participating in all types of procurement proceedings of the procuring department for a given period.

(xi) **Delist**. Removal of a person/entity from the Consolidated Blacklisting Report.

(xii) **Procuring Agency:** Any department, attached department or any office of the Islamabad Electric Supply Company;

(xiii) **Suspension.** Administrative action taken for infractions committed by a contractor during the competitive bidding stage, whereby such contractor is prohibited from further participation in the bidding process of an agency.

(xiv) **Termination of Contract**- Extinction of contract by reason or resolution or rescission under applicable rules/regulations/laws arising from the default of the firms/individuals.

Chapter No.1

1.1 Introduction

Blacklisting is one of the effective tools used in the struggle against the corruption in connection with public procurement. The main objectives of any procurement process are transparency, economy, fairness and efficiency so that public money is spent on welfare of the public. Hence, blacklisting is an instrument, which may lead to the decrease of the potential corruption risks and also inculcate protection of public means and increase of effectiveness of allocation of the limited resources.

Rule-19 "Blacklisting of suppliers and contractors" of the Public Procurement Rules, 2004 (hereinafter "**PPRA Rules**") stipulates that;

> *"The procuring agencies shall specify a mechanism and manner to permanently or temporarily bar, from participating in their respective procurement proceedings, suppliers and contractors who either consistently fail to provide satisfactory performances or are found to be indulging in corrupt or fraudulent practices. Such barring action shall be duly publicized and communicated to the Authority:*
> *Provided that any supplier or contractor who is to be blacklisted shall be accorded adequate opportunity of being heard."*

In the light of the above said Clause, Blacklisting Mechanism (hereinafter **the Mechanism**) has been specified for all procurements made by IESCO. This policy shall govern the blacklisting of manufacturers, suppliers, distributors, contractors, consultants and consulting firms ("contractors" for brevity) involved in government procurement for offenses or violations committed during competitive bidding and contract implementation

Any capitalized terms and abbreviations used in this mechanism which are not defined herein shall have the meanings given to them in Public Procurement Regulatory Authority Ordinance, 2002 (hereinafter "**PPRA Ordinance**") and PPRA Rules amended upto date.

1.2 Extent of Application

i. The Mechanism shall be applicable and remain in force, along with any amendments thereto, within IESCO until any clear instructions or guidelines are imparted by the Government through PPRA, PEC, or any other competent forum.

ii. The Mechanism shall also be applicable on the pre-qualified firms.

iii. The Mechanism shall be applicable for suppliers / bidders / contractors / local agents / representatives / consultants / firms / individuals / distributors / Manufacturers / organization transacting business with IESCO.

iv. Wherever any provision of this mechanism shall be in conflict with provisions of any applicable guidelines of donor agencies, or any other applicable Statute / Law or Rule enforced at the time in Pakistan, the provisions of the Statute / Law or rule shall prevail.

v. After Approval of this mechanism by the competent Authority, it shall be considered an integral part of bidding document/tender document/RFP as well contract agreement/Purchase Order, unless otherwise specified PPRA rule-5. The bidder will submit an Undertaking along-with their bid that they have read and accept the provisions of this Mechanism. Non-submission of an Undertaking may result in rejection of their bid. The said Undertaking will subsequently become part of the Contract Agreement as well.

1.3 Basic Principles of Blacklisting Mechanism

Following are the important basic principles of Blacklisting Mechanism::

i. To lay down effective mechanism for disciplining deviant Contractors against whom, misconduct has been established;

ii. An opportunity will be provided to any contractor alleged to have committed an act of misconduct, to defend himself;

iii. The formal hearing be conducted by a Committee/Committees.

iv. The presenter has the sole responsibility for deciding the terms of suspension.

v. Blacklisting is a temporary action and not permanent measure.

vi. The period of blacklisting / suspension would invariably depend upon the seriousness / nature of offence committed by the erring contractor.

vii. Blacklisting Mechanism is applicable for all type of national or international contractors, manufacturers, consultants, pre-qualified contractors /manufacturers, local agents, distributors and suppliers.

CHAPTER NO. 2

GROUNDS FOR BLACKLISTING

2.1 General Grounds

The following shall comprise the broad multilateral grounds for blacklisting:

i. **Corrupt Practice**" the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;

ii. "**Fraudulent Practice**" a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract

iii. "**Collusive Practice**" a scheme of arrangement between two or more bidders, with or without the knowledge of the Purchaser, designed to establish bid price at artificial, non-competitive levels, and

iv. "**Coercive Practice**" harming or threatening to directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.

In addition to above, blacklisting of firms/individuals may be resorted to when the charges are of serious nature, which include but are not limited to the following:

2.2 Grounds at Competitive Bidding Stage

The procuring Agency shall impose on bidder(s)/JV/Entities/Consulting firm(s) or prospective bidders the penalty of suspension or blacklist them for a specific period for the offense from participating in the public bidding process, without prejudice to the imposition of additional administrative sanctions as the internal rules of the agency may provide and/or further criminal prosecution, as provided by applicable laws, for the following violations:

i. Indulging in Corrupt, Fraudulent as well as Collusive & Coercive Practices.
ii. Submission of eligibility requirements containing false information or falsified or spurious documents
iii. Submission of false/forged/unauthentic Bid Security/Pay Order/CDR or infringement of documents to get undue monetary or any other benefit.

iv. Submission of Bids that contain false information or falsified documents, or the concealment of such information in the Bids or making frivolous complaints and allegations in order to influence the outcome of eligibility screening or any other stage of the public bidding.

v. Unauthorized use of one's name, or using the name of another for purpose of public bidding.

vi. Withdrawal of a bid after submission, or refusal to accept an award, or enter into contract with the government without justifiable cause, after he had been adjudged as having submitted the Lowest Calculated Responsive Bid or Highest Rated/ranked Responsive Bid.

vii. Refusal or failure to submit the required performance security within the prescribed time limit.

viii. Any documented unsolicited attempt by a bidder to unduly influence the outcome of the bidding in his favor.

ix. All other acts that tend to defeat the purpose of the competitive bidding, such as but not limited to: an eligible contractor not buying bid documents from procuring agency or not complying with the requirements during bid evaluation, and contractors habitually withdraw from bidding for at least three (3) times within a year.

x. Bidder(s) (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the procuring agencies of the benefit(s) of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty;

xi. Involved in litigation or needless petitioning to influence or obstruct the procurement process either on his own behalf or at the behest of any other vested interest.

xii. Breach of confidentiality of evaluation process as mentioned in Appendix-I based on illegal access or in any way to get undue benefit or to provide benefit or to frustrate the bidding/evaluation process. This will also include attempts to sabotage the bidding process directly or indirectly.

xiii. Any effort by the bidder to influence the procuring agency in the examination, evaluation, ranking of Proposals, and recommendation for award of Agreement.

In addition to the penalty of suspension, the bid security posted by the concerned bidder or prospective bidder shall also be forfeited.

2.3 Grounds at Contract Implementation Stage

Without prejudice to the imposition of additional administrative sanctions as the internal rules of the procuring agency may provide and/or further criminal prosecution as provided by applicable laws, the procuring agency shall take against the contractors after the termination of the contract, the action of suspension for specific period from participating in the public bidding process, for violations committed during the contract implementation stage, which include but not limited to the following:

a. Indulging in Corrupt, Fraudulent as well as Collusive & Coercive Practices.
b. Extraordinary delay in signing or refusal to accept the Notification of Award (NOA) and/or the contract without any cogent reason.

c. Failure of the contractor, due solely to his fault or negligence, to mobilize and start work or performance within the specified period in the Notice of Award (NOA).

d. Submission of fake / frivolous or mutilated Performance Guarantee or Advance Payment guarantee etc.

e. Failure by the contractor to fully and faithfully comply with its contractual obligations without valid cause, or failure by the contractor to comply with any written lawful instruction of the procuring entity or its representative(s) pursuant to the implementation of the contract. For the procurement of infrastructure projects or consultancy contracts, lawful instructions include but are not limited *to* the following:

    i. Employment of competent technical personnel, competent engineers and/or work supervisors; and Deployment of committed equipment, facilities, support staff and manpower; and

    ii. Provision of warning signs and barricades in accordance with approved plans and specifications and contract provisions;

    iii. Stockpiling in proper places of all materials and removal from the project site of waste and excess materials**,** including broken pavement and excavated debris in accordance with approved plans and specifications and contract provisions;

    iv. Renewal of the effective dates of the performance security after its expiration during the course of contract implementation.

f. Assignment and subcontracting of the contract or any part thereof or substitution of key personnel named in the proposal without prior written approval by the procuring entity.

g. For the procurement of goods, unsatisfactory progress in the delivery of the goods by the manufacturer, supplier or distributor arising from his

fault or negligence and/or unsatisfactory or inferior quality of goods**,** as may be provided in the contract or as under:

i. Deviations from specifications and terms & conditions of the purchase order/contract.

ii. Provision of fake prototype/type test reports

iii. Provision of fake inspection call FAT/Type test

iv. Failure to rectify the fault/damage/problem during period of warrantee

v. Supply of goods through inappropriate way such as smuggling of goods

vi. Supply of stolen goods/re-sold goods.

vii. Provision of fake /forged custom /taxes /duties documents

h. For the procurement of consulting services, poor performance by the consultant of his services arising from his fault or negligence. Any of the following acts by the consultant shall be construed as poor performance and is liable to be Blacklisted:

i. Defective design resulting in substantial corrective works in design and/or construction;

ii. Failure to deliver critical outputs due to consultant's fault or negligence; and

iii. Specifying materials which are inappropriate, substandard, or way above acceptable standards.

iv. Allowing defective workmanship or works by the contractor being supervised by the consultant.

v. Submitting CV's of key personnel in the prequalifying process or bid documents of professionals that are not in actual employment of the bidder or without consent of experts.

vi. Acting together (Contractor & Consultant) in secret toward a fraudulent or illegal end

i. For the procurement of infrastructure projects, poor performance by the contractor or unsatisfactory quality and/or progress of work arising from his fault or negligence. Any of the following acts by the constructor shall be construed as poor performance:

i. Negative slippage of 15% and above within the critical path of the project due entirely to the fault or negligence of the contractor; and
ii. Quality of materials and workmanship not complying with the approved specifications/Drawing(s) arising from the contractor's fault or negligence.
iii. Unnecessary delay in completion of project

iv. Failure to rectify fault/problem/damages during defect liability.

j. Willful or deliberate abandonment or non-performance of the project or contract by the contractor resulting to substantial breach thereof without lawful and/or just cause.

k. In addition to above, other grounds for blacklisting of firms/individuals include but are not limited to the following:

i. Obtaining fraudulent payments;

ii. Obtaining contracts by misleading the purchaser;

iii. Refusal to pay IESCO dues etc.;

iv. Failure to fulfill contractual obligations Changes in the status of firm's ownership/partnership etc., causing dissolution of the firm which existed at the time of inspection prior to original registration of the firm

v. Registration of a firm with a new name by the Proprietor or family or a nominee thereof of a firm that has been already blacklisted;

vi. Contractors who have negotiated Plea Bargain under the National Accountability Ordinance 1999, or contractors involved with any other criminal proceedings conducted by any investigation agency where default has been proved specifically in relation to supplies made to or contracts concluded with IESCO or department thereof;.

vii. Non-compliance of the existing policy/rules/law of GoP during execution of contract.

viii. Hiring of underage personnel for assignments or works violating Child Labor (Prohibition and Regulation) Amendment Bill, 2016.

ix. Non-Adherence to safety codes.

For the Blacklisting of a Firm, in addition to the penalty of suspension for a certain period, the performance security posted by the contractor shall also be forfeited.

CHAPTER NO. 3

FORMULATION OF "IESCO STANDING COMMITTEE FOR BLACKLISTING"

3.1 Defining Structure of Committee

A permanent Committee namely "IESCO's Standing Committee for Blacklisting" comprising of the following members shall examine the justification of the reasons given by the Project Authority prior to blacklisting / debarment of any firm/supplier/contractor/ individual.

i.	**General Manager Technical**	**Convener**
ii.	Director General/ Manager (Legal) IESCO	Member
iii.	Representative of Finance Director (Not Less than the Rank of Manager)	Member
iv.	Deputy Manager (Village Electrification Cell)	Member
v.	Deputy Manager Procurement PMU	Member

The quorum for committee meeting will be 3 members including the Convener, the presence of Convener is mandatory. Committee shall evaluate the case and develop consensus however, in case of conflict among the member of committee, decision of convener shall be considered final.

3.2 Provision of Additional Member

Depending upon the nature of the case, the Committee may consult or appoint / nominate additional members from within IESCO with the approval of Chief Executive Officer (CEO) IESCO, provided that the Committee consists of an odd number of individuals as per spirit of Rule 48(1) of the PPRA Rules. Independence of any additional members shall be ensured while making the selection of such additional members. Furthermore, the aforementioned Standing Committee shall also be authorized to seek external expert advice or call any employee of IESCO as and when required.

3.3 Timeline for Finalization of Recommendations

The committee shall finalize its recommendations within the time specified in this mechanism.

CHAPTER NO. 4

PROCEDURE FOR SUSPENSION AND BLACKLISTING.

4.1 The Competitive Bidding Stage

4.1.1 Initiation of Action

Upon receipt of or obtaining information and / or knowledge that any person(s) is involved in practices mentioned in Article 2.1 and 2.2 of the Mechanism, the concerned project Authority / formation may initiate the suspension and blacklisting proceedings by filing its recommendations with the procuring agency or procuring agency also motu proprio (by itself) commence the proceedings upon prima facie (self-sufficient) determination that the bidder/ prospective bidder/ JV/ Person/Entity has committed any of the grounds for blacklisting during the competitive bidding stage as mentioned in article-2.1 & article-2.2 of the policy.

The Project Director or Project implementation Agency shall provide substantial evidence for the person/entity/JV/Firm against whom the case for blacklisting has been initiated.

4.1.2 Notification

Upon verification of the existence of grounds for blacklisting, the procuring agency shall immediately notify the contractor concerned in writing, advising him that:

a. Complaint for suspension and blacklisting has been filed against him, or he has been considered by the procuring agency for suspension and blacklisting, stating the grounds for such;
b. He has the opportunity to explain his position regarding why he should not be suspended and blacklisted;
c. Hearing shall be conducted before the procuring agency or “IESCO’s Standing Committee for Blacklisting”, upon his request, where he may present documentary evidence, verbal testimony and cross-examine the witnesses presented against him; and
d. The consequences of being suspended and blacklisted.

Within seven (7) calendar days from receipt of notification, the bidder shall submit its written answer with documentary evidence to the procuring agency or “IESCO’s Standing Committee for Blacklisting” with a manifestation for request of hearing to determine questions of fact, if he so desires. No time extension shall be allowed. if contractor fail to answer within the stipulated period, the procuring agency shall issue a resolution recommending its blacklisting with the immediate suspension of the contractor from participating in any bidding process of the agency for a certain period and the forfeiture of his bid security.

4.1.3 Hearings

If a hearing is requested by the contractor, the procuring agency shall immediately set the date and time for hearing. The hearing shall be non-litigious and shall be terminated within five (5) days. The procuring agency shall constitute an independent “Hearing Committee” comprising of odd Number members. The procuring agency may also invite a representative from PPRA or a duly recognized private group in a sector or discipline relevant to the procurement at hand as an observer for each hearing.

If no request is made, the procuring agency shall make a determination of the case based on the complaint, answer, documentary evidence submitted and facts verified. If the procuring agency is convinced that the contractor/bidder is at fault, it shall issue a resolution recommending for its blacklisting with suspension of the bidder from participating in any bidding process of the agency and the forfeiture of his bid security.

4.1.4 Decision

The Head of the Procuring Entity shall, within fifteen (15) days from receipt of the resolution and the records of proceedings, determine whether reasonable cause exists for the suspension of the contractor and the forfeiture of the latter’s bid security. If the Head of the Procuring Entity determines that such reasonable cause exists, he shall issue a decision regarding its blacklisting and suspending the contractor from participating in any bidding process of the agency, and further declaring that his bid security is forfeited. Otherwise, he shall dismiss the case.

The decision shall clearly and distinctly state the facts, evidence and the law on which it is based, as well as the date of effectiveness of the penalty, if any.

In case a contractor commits more than one offense or a combination of offenses for the same project/contract in a particular agency, each violation shall be met the corresponding penalty.

4.1.5 Notice of Decision

The procuring agency shall furnish the suspended contractor a copy of the decision immediately from its promulgation.

4.2 Contract Implementation Stage

4.2.1 Initiation of Action

Procuring Agency shall commence the proceedings upon prima facie (self-sufficient) determination that the contractor has committed any of the grounds for blacklisting during the contract implementation stage as mentioned in bidding document/Contract agreement or any event as mentioned in article-2.1 & article-2.3 of the policy of written complaint from Engineer/ consultant/ supervisory office.

The Project Director or Project implementation Agency shall provide substantial evidence for the person/entity/JV/Firm/Contract against whom the case for blacklisting has been initiated.

4.2.2 Notification

Upon verification of the existence of grounds for blacklisting, the procuring agency shall immediately notify the contractor concerned in writing, advising him that:

Within seven (7) calendar days from receipt of notification, the contractor shall submit its written answer with documentary evidence to the procuring agency with a manifestation for request of hearing to determine questions of fact, if he so desires. No time extension shall be allowed.

If the contractor fail to answer within the stipulated period, the procuring agency shall issue a resolution recommending the blacklisting with immediate suspension of the contractor from participating in any bidding process of the agency and the forfeiture of his bid security.

4.2.3 Hearings

If a hearing is requested by the contractor, the procuring agency shall immediately set the date and time for hearing. The hearing shall be non-litigious and shall be terminated within five (5) days. The procuring agency shall constitute an independent “Hearing Committee” comprising of odd Number members. The procuring agency may also invite a representative from PPRA or a duly recognized private group in a sector or discipline relevant to the procurement at hand as an observer for each hearing.

If no request is made, the procuring agency shall make a determination of the case based on the complaint, answer, documentary evidence submitted and facts verified. If the procuring agency is convinced that the contractor is at fault, it shall issue a resolution recommending for blacklisting with suspension of the contractor from participating in any bidding process of the agency and the forfeiture of his performance security.

4.2.4 Decision

The procuring agency shall, within fifteen (15) days from receipt of the resolution and the records of proceedings, determine whether reasonable cause exists for the suspension of the contractor and the forfeiture of the latter's performance security. If the Head of the Procuring Entity determines that such reasonable cause exists, he shall issue a decision for blacklisting the contractor with suspending the contractor from participating in any bidding process of the agency, and further declaring that his performance security is forfeited. Otherwise, he shall dismiss the case.

The decision shall clearly and distinctly state the facts, evidence and the law on which it is based, as well as the date of effectivity of the penalty, if any.

In case a contractor commits more than one offense or a combination of offenses for the same project/contract in a particular agency, each violation shall be met the corresponding penalty

4.2.5 Notice of Decision

The procuring agency shall furnish the blacklisted contractor a copy of the decision immediately from its promulgation.

CHAPTER NO. 5

REVIEW AGAINST DECISION OF THE PROCURING AGENCY

5.1 Filing an Appeal for Review against decision

The Contractor shall have the right to lodge request to review the blacklisting decision, if the same is convinced that some concrete evidence proves the case otherwise in favor of the Contractor. For this purpose, the same will file an appeal within five (5) days from receipt of the notice of decision.

5.2 Constituting Decision Review Committee

The procuring agency shall constitute an independent “Decision Review Committee” comprising of three members and external observer(s) preferably PPRA representative.

5.3 Timeline for Deciding the Appeal

Committee shall resolve with finality the review application within ten (10) days from the filing thereof and furnish blacklisted/suspended contractor/bidder a copy of the resolution immediately from its promulgation.

5.4 Finalization of the Decision

The decision of the committee shall become final and executor after the lapse of fifteen days from the receipt of the notice of decision or decision of review application. If an appeal is filed, the affirmed, modified or reversed decision shall become final and executory upon receipt thereof by the department and person/entity concerned. Upon finality of the decision suspending the contractor, the procuring agency shall issue a Blacklisting Order disqualifying the erring contractor from participating in the bidding of all projects.

CHAPTER NO. 6

APPEAL

6.1 Filing an Appeal with the Authority

The Contracting Firm shall have the right to file an appeal with the Authority within ten days from the date of receipt of the decision for either or both of the following causes, provided that only a single application shall be filed with the Authority:

a. The decision is not in conformity with the evidence and/or facts presented, hence does not construe grounds for Blacklisting laid down under Rule 19 of the PPRA Rules – 2004; and
b. Newly discovered evidence or facts which could not be discovered and produced at the investigation and which when presented would probably alter the result of the investigation.

CHAPTER NO. 7

PERIOD OF DEBARMENT

7.1 Period of Debarment for Blacklisted Firms

The Blacklisting shall be for a reasonable specified period of time and as a general rule of prudence, the period may not exceed three years. The following time periods shall be considered for debarment on account of blacklisting;

Causes of Blacklisting	**Time for Debarment**
Corrupt & fraudulent & collusive practices, criminal breach of trust.	03 years
Submission of fake documents including financial instruments like securities & guarantees, submission of false Financial statement / Audit reports etc.	03 years and forfeiture of securities
Making false statement and allegation to gain undue advantage	03 years and forfeiture of securities
Commission of embezzlement, theft, cheating, forgery, bribery, falsification or destruction of records, receiving stolen property, false use of trademark, securing fraudulent registration, giving false evidence, furnishing false information.	03 years and forfeiture of securities
Breach of confidentiality of evaluation process as mentioned in Appendix 1 hereto	06 month to 02 years as mentioned in Appendix-1 and forfeiture of securities
Extraordinary delay in signing or refusal to accept a procurement contract without cogent reasons, when the bid has been accepted by IESCO	06 month to 02 years as determined by the committee and forfeiture of securities
Non-satisfactory performance as mentioned in Appendix-2	2 years and forfeiture of securities
The contractor was blacklisted by the government or the donor agency and subsequently adopted by IESCO	3 years or the time period for which the concerned agency debarred the contractor, whichever is higher

In case the person/ contractor / firm/ consortium appeared in Consolidated Blacklisting Report shall also be considered debarred in participation of bidding process.

Note: **All the penalties given herein above will be in addition to the consequences already agreed upon by the parties in the contract or any other documents.**

CHAPTER NO. 8

APPRAISAL TO PROCUREMENT COMMITTEE/BOARD OF DIRECTORS

8.1 Appraisal of Blacklisted Firms to Procurement Committee/ Board of Directors (BoD)

The Procuring Agency shall apprise the Procurement Committee/Board of Directors (BoD) before communicating its Blacklisting decision to the Authority, if a Firm/Company/Bidder/JV/Manufacturer/Subcontractor/ Consultant etc. is declared blacklisted by the IESCO.

CHAPTER NO. 9

COMMUNICATION OF NOTIFICATION TO AUTHORITY

9.1 METHODOLOGY FOR COMMUNICATION OF NOTIFICATION TO THE PPRA/NTDC/WAPDA/DISCOS

9.1.1 Unless otherwise provided in these policies, the blacklisting agency concerned shall submit to the PPRA /NTDC/WAPDA /DISCOs, within seven (7) calendar days after the issuance of the blacklisting order/delisting orders made by the agency, the following documents:

a. Blacklisting Order duly signed by the Head of procuring agency containing, among others, Department/Office Order or Board Resolution number, name and address of the blacklisted person/entity, license number, if applicable, project/contract and location/amount, specific ground(s)/offense(s) committed as provided in article-9, sanction imposed and its date of start and completion, date of issuance of the order to blacklist, and other conditions which can extend duration of sanctions in article-9.

b. Delisting Order duly signed by the blacklisting agency containing, among others, Department/Office Order or Board Resolution number, name and address of the blacklisted person/entity, name of project/contract and location, specific sanction being lifted and the number of previously issued blacklisting Department/Office Orders or Board Resolutions, effectively date of delisting, and date of delisting approval.

9.1.2 The PPRA shall prepare the Consolidated Blacklisting Report every quarter, based on the submitted Blacklisting Orders and disseminate the same to procuring agencies. The report shall be further posted in the PPRA website and shall indicate the number of times a person/entity has been blacklisted, the type of offense/violation committed, the penalty imposed, and the blacklisting agency concerned. The PPRA shall delist from such report those whose sanctions are lifted automatically after serving the given penalty as provided for in article-9 hereof and those whose sanctions are lifted through the issuance of Delisting Orders.

9.1.3 In the case of procurement of infrastructure projects, a blacklisting agency should decide to refer the case of its blacklisted person/entity to Pakistan Engineering Council (PEC)/SECP for license suspension/revocation, it shall submit

to PEC/SECP a copy of the decision accompanied with supporting documents.

9.1.4 All existing blacklisting reports of the Government or any of its procuring agencies, as well as the list of constructors/Consultant/consulting firms whose licenses are suspended or revoked by the PEC as of the date of effectiveness, are hereby adopted and made part of the PPRA Consolidated Blacklisting Report upon the issuance of these orders.

9.2 EFFECTIVENESS

These guidelines / mechanism or any amendments thereof shall take effect immediately after its approval from Board of Directors of IESCO.

9.3 AMENDMENTS

In the implementation of this policy, the IESCO/PPRA may introduce modifications thereto through the amendment of its specific provisions as the need arises. Any amendment to this policy shall be applicable to government projects advertised for bid after the effectiveness of the said amendment.

9.4 DELISTING

A blacklisted person/entity shall automatically be delisted after the period for the penalty shall have elapsed, unless the blacklisting agency requests the PPRA/NTDC/DISCOs/WAPDA to maintain the blacklisted person/entity in the PPRA/PPRA/NTDC/DISCOs/WAPDA Consolidated Blacklisting Report due to justifiable reasons. In the latter case, the blacklisted person/entity shall be delisted only upon the blacklisting agency’s issuance of a Delisting Order.

APPENDIX-1

PROCESS TO DEAL WITH COMPLAINTS

It has been frequently observed that after opening of tenders, the bidders start to influence the evaluation process. Such misleading attempts results in delay in finalizing of award of contract and cause financial loss to the National exchequer and stain its sanctity. The evaluation process is confidential till publication of award of contract process.

Provision of guidelines of international donor agencies and PPRA provides sufficient opportunity to bidders for redressal of their grievances. Hence, the attempts made by the bidders during evaluation process or thereafter to influence the contract award decisions fall under the definition of corrupt and fraudulent practices. Therefore, during bidding stage, the following mechanism shall be adopted in case of receipt of any complaint from the bidder.

i. Anonymous complaints shall not be entertained.

ii. The Procuring Agency reserves the right to call for an affidavit from the complainant verifying the truthfulness and correctness of the contents of the complaint.

iii. The notice of displeasure and explanation will be immediately sent to those firms who lodge the complaint during the evaluation process.

iv. If the firm itself or through its agent or any third party does not refrain from making complaints in the same tender, the official warning will be sent and their case will be sent to IESCO's Rights Protection Committee which may analyses the situation and suggest action including the rejection of the bid of the complainant, However, Project Authority with prior approval of CEO IESCO. May reject the bid even in first instance depending upon nature of the case or provision of the Bidding Documents.

v. If the same bidder itself or through its agent or any third party lodges complaint in another tender floating in parallel before decision of Committee, its bid will straight forwardly be rejected by the project authority. It may also be debarred to participate in the next tender for six months under intimation to the Committee and CEO IESCO.

vi. If the same bidder itself or through its agent or any third party lodges complaint third time in the same or any other tender within a period of one years, its bid will be rejected and bid security will be forfeited by the project authority. It may also be debarred to participate in the next tender for one year under intimation to the committee and CEO IESCO.

vii. In order to monitor the record of the bidders, a data base will be maintained at IESCO's website and the offices of the project authorities regarding firms / supplier / contractors/consultant who consistently lodge complaints during the evaluation process by making clandestine access to confidential record and hamper the award of contract process.

viii. In order to monitor the record of the persons, a data base will be maintained at IESCO's website and offices of the project authorities regarding such persons who consistently lodge frivolous complaints during the evaluation process by making clandestine access to confidential record and hamper the award of contract process.

NOTE:

It is clarified that the process provided above in Appendix-I is to discourage anonymous and frivolous complaints only and does not mean to prevent any person aggrieved by any act of the procuring agency from lodging a genuine complaint /grievance as provided under Rule-48 of the PPRA Rules-2004.

APPENDIX-2

GUIDELINES FOR EVALUATION OF PERFORMANCE OF CONTRACTORS

i. After signing of the contract, the Project authority (or the Consultant / Engineer) must monitor and evaluate the Contractor's performance, that is, whether the Contractor is fulfilling his obligations based on the terms of the contract and plans that were developed and agreed upon with the Project authority at the time of signing of contract or during kick-off meetings. In case of breach of contract or consistent non-performance security or debarment / blacklisting.

ii. Though the contractor's performance evaluation is an on-going process, which takes place throughout the duration of the contract and also during the Defect Liability / Warranty Period, hence a Contractors Performance Evaluation Report shall be drafted by the project authority once all of the contractual obligations of the latter have been completed so that the project authority have gained a more complete picture that will help it in formulating a more objective judgment.

iii. The performance evaluation report may be prepared for all contracts of more than Rs. 50 million. When based on the Evaluation Report, the performance of the contractor is non-satisfactory in. EPC contract(s) (or the contractor receives 02 No Notices of Default within same contract or against consecutive contract (s) within a period of 2 years) and 03 No supply contracts awarded within a period of 02 years, the procuring agency may initiate the case of blacklisting of the contractors in accordance with the terms of this mechanism.

iv. In case of any extra-ordinary delay in performance of a single contract of vital and critical importance, the procuring agency shall have the right to terminate the contract, recover the loss and debar the bidder/firm/JV/contractor/consultant from participation in future tenders. The procuring agency shall be the sole judge to determine the importance of the project.

v. The above said assessment will be in addition to the provisions already agreed by the parties in the contract or any other documents.

ISLAMABAD ELECTRIC SUPPLY COMPANY LIMITED

No. /IESCO/ISB Dated:

Form for Hearing

Through Registered AD, Courier Service or email or Fax

_____

_____

_____

1. A committee for investigation of blacklisting Proceedings in furtherance of Rule 19 PPRA, 2004 has been constituted to investigate and decide upon the allegations at Para-2/below. You are required to appear in person or defend in writing with evidence on_____at IESCO Head Office as to why you should not be blacklisted for:

2.

**********Add charge**********

3. You are being given an opportunity to be heard and are required to appear in person or defend in writing with evidence on————————at IESCO Head Office. In case of you failure to attend or pay heed the Committee shall proceed ex-parte.

4. [To be added in the third notice]. As of final notice you are directed to furnish a satisfactory explanation in writing with supporting evidence within three days of receipt of this notice, to show cause as to why the blacklisting penalty may not be imposed. Failing to pay heed to this last notice shall stand a presumption against you that you have no explanation to offer and the matter shall be proceeded ex-part.

General Manager/Technical
IESCO Islamabad
Street No. 40, Sector G-7/4.
Islamabad - 46000