

Standard Bidding Document

HIRING THE SERVICES OF OUTSOURCED FIRM (3RD PARTY) WHO
PROVIDE HUMAN RESOURCE/ RESOURCES (ALM) FOR ATTOCK
CIRCLE IESCO.
(Non-Consultancy Services)

National

Single Stage-Two Envelope



May 05, 2026

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PROCUREMENT NOTICE

PROCUREMENT OF NON-CONSULTANCY SERVICES

1. The **IESCO (IESCO)** has reserved Funds for the procurement planned for FY **2025-26**. The **IESCO (IESCO)** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the **“HIRING THE SERVICES OF OUTSOURCED FIRM (3RD PARTY) WHO PROVIDE HUMAN RESOURCE/ RESOURCES (ALM) FOR ATTOCK CIRCLE IESCO.”**

2. The **IESCO (IESCO)** invites Bids through **EPADS v2.0** from eligible Bidders registered on **EPADS v2.0** for provision of Non-Consultancy Services.

3. **Single Stage-Two Envelope** Procedure of Principal Method of Procurement (i.e. Open Competitive Bidding) will be used by adopting **Quality and Cost Based Selection (QCBS)** Technique for the subject procurement, in line with the Public Procurement Rules, 2004 and any Regulations, and Instructions issued by the Authority (from time to time).

4. All Bids must be accompanied by a Bid Security described in Bid Security Section in Bidding Document in the form of **Pay Order, Banker's Cheque, Call at Deposit** or Bid Securing Declaration on the prescribed format described.

5. E-Bidding documents, containing detailed terms & conditions, specifications and requirements etc. are available on **e-Pak Acquisition and Disposal System (EPADS)** at <https://vendors.epads.gov.pk/>.

6. The e-bids, prepared in accordance with the instructions in the e-Bidding documents, must be submitted through **EPADS v2.0** on or before **Thursday, May 21, 2026 11:00 AM**. E-bids will be opened on the same day at **Thursday, May 21, 2026 11:30 AM**. Manual submission of Bids shall not be entertained. Those vendors who have not yet registered on the new version of **EPADS v2.0**, may register themselves on <https://vendors.epads.gov.pk/>. A tutorial to explain the registration process is available at <https://www.youtube.com/watch?v=MNW6T38v7tc>

7. In terms of Rules 48 of Public Procurement Rules, 2004 Grievance Redressal Committee (GRC) is notified for the subject procurement and notification copy is available on the procuring agency's website and also available on **EPADS v2.0**

as well as Authority's website at (www.ppra.org.pk).

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Instructions to Bidders

A. Introduction

1. Scope of Bids

1.1. The Procuring Agency (PA), as indicated in the **Bids Data Sheet (BDS)** invites Bids through **EPADS v2.0** for the provision of Non-Consultancy Services for as specified in the BDS and **in Section Evaluation Criteria, Specifications & Schedule of Requirements**. The name, identification, and number of items/deliverables are provided in the **BDS**. **Single Stage-Two Envelope** procedure of the open competitive method shall be used. The successful Bidders will be expected to provide the services within the specified period and timeline(s) as stated in the **BDS**.

2. Source of Funds

2.1. Source of funds is referred in Clause-1 of Invitation for Bids.

3. Fraud & Corruption

3.1. As defined under Rule 2(1)(f) of the Public Procurement Rules, 2004.

4. Eligible Bidders

4.1. A bidder is eligible to participate in a procurement process if the bidder:

4.1.1. possesses or has access to the technical competence, financial resources, equipment and other physical facilities, personnel, managerial capability, experience and reputation necessary to complete the procurement contract;

4.1.2. has the legal capacity to enter into a procurement contract;

4.1.3. is not insolvent, in receivership, bankrupt or being wound up and its activities or affairs are not suspended or being administered under any Act, by a court or by a judicial officer;

4.1.4. is not the subject of legal proceedings for any of the matters mentioned in sub-rule (c);

4.1.5. has fulfilled or has made substantial arrangements satisfactory to the relevant authorities, to fulfil its obligations to pay taxes and social security (where applicable) other contributions of its employees; and

4.1.6. has not, or in the case of a company, its owners and beneficial owners, directors or officers have not, been convicted of a criminal offence related to:

4.1.6.1. its professional conduct; or

4.1.6.2. a bidder (or, in the case of a company, its key individuals such as owners, beneficial owners, directors, or officers) must not have engaged in any prohibited practice, such as fraud, corruption, collusion, or coercion, within the time period stated in the bidding documents, which can be up to three years before the start of the procurement process. Additionally, the bidder must not have been debarred (i.e., banned) from participating in public procurement processes in Pakistan or by any international organization or country. If they have, they are ineligible to participate in the current bidding.

4.2. The procuring agency may require a bidder participating in the procurement process to provide the prescribed documentary evidence or other information to satisfy itself that the bidder is qualified in accordance with the criteria in sub-clause (1).

4.3. A procuring agency shall set out in the bidding document all the criteria for qualification to be applied in accordance with sub-clause (1).

4.4. Except as permitted under the Ordinance, Rules and Regulations, the procuring agency shall not establish a criterion for eligibility of a bidder that:

4.4.1. discriminates against or among a bidder or against categories of bidders; or

4.4.2. is not required for the performance of the procurement contract; or

4.4.3. is not related to the avoidance or management of legal, reputational or economic risk to the procuring agency unless it is in the national interest to do so, and the criteria is set out in the bidding documents.

4.5. A procuring agency shall assess the eligibility of a bidder for participation in the procurement process against the criteria for qualification under sub-clause (1).

4.6. In the case of a joint venture, consortium, or association, all members shall be jointly and severally liable for the execution of the contract in accordance with the terms and conditions of the contract. The joint venture, consortium, or association shall nominate a lead member as nominated in the BDS,

4.7. who shall have the Authority to conduct all business for and on behalf of any and all the members of Joint venture, consortium, or association during the bidding process, and in case of award of contract, during the execution of the contract.

4.8. The appointment of the lead Member in the joint venture, consortium, or association shall be confirmed by submission of valid power of Attorney to the procuring agency.

4.9. Subject to the limits specified in the BDS, the procuring agency may allow bidders to participate in the form of a Joint Venture (JV). However, each party in the JV must individually meet the eligibility criteria specified in the BDS

4.10. No Bidder can be a sub-contractor while submitting a Bids individually or as a member of a joint venture in the same Bidding process.

5. Qualification of the Bidder

5.1. All Bidders shall provide in Section VI, Bid Forms, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

B. Bidding Documents

1. Contents of Standard Bidding Document

1.1. The Services required, bidding procedure, and terms and conditions of the contract are prescribed in the bidding document. In addition to the Invitation for Bids, the bidding document which should be read in conjunction with any addendum issued in accordance with **ITB 6.1** include:

Section I - Invitation to Bid

Section II Instructions to Bidders (ITB)

Section III Bid Data Sheet (BDS)

Section IV Eligible Countries

Section V Evaluation Criteria, Specifications, Schedule of Requirements, and Technical Specifications.

Section VI Bidding Forms

Section VII Fraud & Corruption

Section VIII - Material & Non-material deviation

Section IX General Conditions of Contract (GCC)

Section X Special Conditions of Contract (SCC)

Section XI Contract Forms

1.2. The Bidder is expected to examine all instructions, requirements, forms, terms and specifications in the bidding documents. Failure to furnish all the information required in the bidding document will be at the Service provider's risk and may result in the rejection of his bids.

2. Clarifications

2.1. Clarifications of the bidding documents may be requested in writing through EPADS v2.0 by any bidder up to three days prior to the deadline for the submission of bids.

The procuring agency shall respond promptly and in writing to any request by a bidder for clarification of the bidding documents and, in any event, no later than two days prior to the deadline for the submission of bids or proposals.

Responses to requests for clarification shall be communicated simultaneously and in writing to all bidders participating in the procurement proceedings.

No bidder shall be allowed to alter or modify his bid after the bids have been opened however, the procuring agency may seek and accept clarification to the bid that do not change the substance of the bid, through EPADS v2.0.

2.2. Procuring Agency's response will be uploaded on the EPADS v2.0, including a description of the inquiry.

2.3. Should the Procuring Agency deem it necessary to amend the bidding document as a result of a clarification, it shall do so following the procedure under **ITB 8** .

2.4. If indicated **in the BDS**, the bidder's designated representative is invited at the bidder's cost to attend a pre-bid meeting at the place, date and time mentioned **in the BDS**. During this pre-bid meeting, prospective bidder(s) may request clarification(s) regarding the schedule of requirements, the Evaluation Criteria or any other aspects of the bidding document.

2.5. Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by bidders, and the responses given, together with any responses prepared after the meeting will be uploaded on EPADS v2.0. Any modification to the bidding document that may become necessary as a result of the pre-bid meeting shall be made by the Procuring Agency exclusively through the use of an Addendum pursuant to **ITB 8** .

2.6. To assist in the examination, evaluation and comparison of Bids of the Bidders, the Procuring Agency may, ask any Bidder for a clarification of its bid including breakdown of prices, through EPADS v2.0. Any clarification submitted by a bidder that is not in response to a request by the Procuring Agency shall not be considered.

No change in the prices or substance of the bid shall be sought, offered, or permitted.

The alteration or modification in the bid which in any way affect the following parameters will be considered as a change in the substance of a

bid:

- 2.6.1. evaluation & qualification criteria;
- 2.6.2. required scope of work or specifications;
- 2.6.3. all securities requirements;
- 2.6.4. tax requirements;
- 2.6.5. terms and conditions of bidding documents; and
- 2.6.6. change in the ranking of the bidders.

From the time of bid(s) opening to the time of contract award, if any bidder wishes to contact the procuring agency on any matter related to the bid, it should do so in writing or through electronic form that provides record of the content of communication.

3. Amendment of Bidding documents

3.1. Before the deadline for submission of bids, the procuring agency for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder or pre-bid meeting may modify the bidding documents by issuing addendum.

3.2. Any addendum issued including the notice of any extension of the deadline shall be part of the bidding document pursuant to **ITB 8 .1** shall be uploaded on EPADS v2.0 as well as Authority's website. The procuring agency shall promptly publish the addendum at the procuring agency's website indicated in the **BDS**:

Provided that the bidder who had either already submitted his bid, shall have the right to withdraw his already submitted bid and submit the revised bid, prior to the original or extended bid submission deadline.

3.3. To give prospective bidders reasonable time in which to take an addendum/corrigendum into account in preparing their bids, the Procuring Agency may, at its discretion, extend the deadline for the submission of bids:

Provided that the Procuring Agency shall extend the deadline for submission of bids, if such an addendum is issued within last three (03) days of the bid submission deadline.

C. Preparation of Bids

1. Documents Constituting the Bids

1.1. The bids prepared by the bidders shall constitute the following components: -

1.1.1. Forms of bid and Bid Prices completed in accordance with ITB 10 and 11;

1.1.2. Documentary evidence established in accordance with ITB 8 that services to be provided by the bidder are eligible services, and conform to the bidding documents;

1.1.3. Documentary evidence established in accordance with ITB 9 that the bidder is eligible and/or qualified for the subject bidding process;

1.1.4. Documentary evidence established in accordance with ITB 9.3 that the bidder has been authorized to provide the services;

1.1.5. Bid security or Bids Securing Declaration furnished in accordance with ITB 14; and

1.1.6. Any other document required in the BDS.

2. Documents Establishing Eligibility of the Services and Conformity to bidding documents

2.1. To establish the conformity of the Non-Consulting Services to the Bidding document, the bidder shall furnish as part of its bid the documentary evidence that services provided conform to the requirements.

2.2. Standards for the provision of the Non-Consulting Services are intended to be descriptive only and not restrictive.

3. Documents Establishing Eligibility and Qualification of the Bidder

3.1. Pursuant to ITB 8, the bidder shall furnish, as part of its bid, all those documents establishing the bidder's eligibility to participate in the bidding process and/or its qualification to perform the contract if its bid is accepted.

3.2. The documentary evidence of the bidder's eligibility to bids shall establish to the satisfaction of the procuring agency that the bidder, at the time of submission of its bid, is from an eligible country as defined in Section-IV titled as "Eligible Countries".

3.3. The documentary evidence of the bidder's qualifications to perform the contract if its bid is accepted shall establish to the satisfaction of procuring agency that:

3.3.1. the bidder has the financial, technical, and supply/production capability necessary to perform the Contract, meets the qualification criteria specified in BDS.

3.3.2. that the bidder meets the qualification criteria listed in the Bids Data Sheet.

4. Form of Bid

4.1. The bidder shall fill the Form of Bid furnished in the bidding documents. The Bid Forms must be completed without any alterations to its format and no substitute shall be accepted.

5. Bids Prices

5.1. The Bids Prices quoted by the bidder in the Forms of Bid and in the price schedule shall conform to the requirements specified or exclusively mentioned hereafter in the bidding document.

5.2. All items in the Schedule of Requirements must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced and neither explicitly mentioned, their prices shall be construed to be included in the prices of other items.

5.3. The Bid price to be quoted in the Forms of Bid in accordance with ITB 12 shall be the total price of the bid, excluding any discounts offered.

5.4. The bidder shall indicate on the appropriate Price Schedule, the unit prices (where applicable) and total bid price of the services, it proposes to provide under the contract.

5.5. Prices quoted by the bidder shall be fixed during the currency of the contract and not subject to variation on any account. A bid submitted with an adjustable price will be treated as non-responsive and shall be rejected pursuant to ITB 28, unless otherwise price adjustment is permissible under Conditions of the Contract. (May be reviewed)

6. Price Adjustment

6.1. Price adjustment shall not be applicable on the contract with less than 12 months period.

6.2. Procuring agency may increase the remuneration of the human resources involved in non-consultancy services upto maximum 15% on annual basis.

6.3. Procuring agency shall incorporate the provisions to allow wage rate in compliance with Federal Government's minimum wage notification, subject to the condition that clause 11.2 shall not be applicable in that case.

7. Bids Currencies

7.1. Prices shall be quoted in Pakistani Rupees unless otherwise specified in the BDS.

8. Bid Validity Period

8.1. Bid(s) shall remain valid for the period specified in the BDS after the bid submission deadline prescribed by the Procuring Agency. A Bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive. The period of bid validity will be determined from the complementary bid securing instrument i.e. the expiry period of bid security or bid securing

declaration as the case may be.

9. Bid Security or Bid Securing Declaration

9.1. Unless otherwise specified in the BDS, the bidder shall furnish as part of its bid, in the amount and currency specified in the BDS or Bid Securing Declaration on the format provided in Section VI (Bid Forms) The scanned copy of the Bids Security shall be uploaded in the EPADS v2.0 while submitting bid, whereas the original forms of Bid Security shall be submitted to the procuring agency before the bid submission deadline. The bidder who failed to submit the original bid security before the submission deadline shall be disqualified straightaway.

9.2. The Bid Security or Bid Securing Declaration is required to protect the Procuring Agency against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB 17.5

9.3. The Bid Security shall be payable promptly upon written demand by the Procuring Agency in case any of the conditions listed in 14.5 are invoked.

9.4. Unsuccessful Bidders' Bid Security will be discharged or returned as promptly as possible after the award of contract, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Procuring Agency pursuant to ITB 13. The Procuring Agency shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, whichever of the following that occurs earliest:

9.4.1. the expiry of the Bid Security;

9.4.2. the entry into force of a procurement contract and the provision of a Performance Guarantee, for the performance of the contract if such a guarantee, is required by the bidding document;

9.4.3. the rejection by the Procuring Agency of all Bids;

9.4.4. the withdrawal of the Bid prior to the deadline for the submission of bids, unless the bidding document stipulate that no such withdrawal is permitted.

9.5. The Bid Security may be forfeited or the Bid Securing Declaration executed:

9.5.1. if a bidder:

9.5.1.1. withdraws its bid during the period of bid validity as specified by the Procuring Agency, and referred by the bidder in the Forms of Bid, except as provided for in the ITBs; or

9.5.1.2. does not accept the correction of errors pursuant to ITB 26; or

9.5.2. in the case of a successful bidder fails:

9.5.2.1. **to sign the contract in accordance with ITB 32; or**

9.5.2.2. **to furnish Performance Guarantee in accordance with ITB 33.**

9.6. The bid security shall be valid for a period specified in BDS. Bids with shorter bid security validity period shall be rejected straight away.

10. Alternative Bids by Bidders

10.1. Alternatives will not be considered, unless specifically allowed for in the BDS.

10.2. When alternative times for completion are explicitly invited, a statement to that effect will be included in the BDS and the method of evaluating different time schedules will be described in Evaluation and Qualification Criteria.

11. Withdrawal, Substitution, and Modification of Bids

11.1. Before Bids submission deadline, any bidder may withdraw, substitute, or modify his bid after it has been submitted.

12. Format and Signing of Bids

12.1. The bidder shall prepare and submit his bid with due diligence after carefully reading all the terms and conditions before submission through EPADS v2.0.

12.2. Any interlineations, erasures, or overwriting shall be valid only if they are signed by the person(s) signing the forms of bid.

D. Submission of Bids

1. **Submission of Bids through EPADS v2.0 before Dead deadline**

1.1. The Technical and Financial Bids as the case may be, shall be submitted in the due portion of the EPADS v2.0, before bid submission deadline. The bid submission option shall be automatically disabled once the deadline is over.

1.2. The Procuring Agency may, under exceptional circumstances and at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB 8. In such a case, all rights and obligations of the Procuring Agency and the Bidders that were previously subject to the original deadline shall thereafter be subject to the revised deadline.

E. Opening and Evaluation of Bids

1. **Opening & Evaluation of Bids by the Procurement Cell**

1.1. As per Rule 10 of Public Procurement Rules, 2025
(PA to establish a Procurement Cell which shall carryout procurements a per Rule 10 of Public Procurement Rules, 2025)

2. **Opening & Evaluation of Bids by the Bid Evaluation Committee**

2.1. As per Rule 11 of Public Procurement Rules, 2025
(PA to constitute odd number Bid Evaluation Committee for the purpose of bid opening and evaluation of all procurements with an estimated value up

to two billion rupees)

3. **Third Party Validation**

3.1. **In compliance with Rule 12** of Public Procurement Rules, 2025, the third-party validation committee or firm shall validate all procurements above five hundred million and up to two 2 billion rupees. The third-party validation shall be conducted at specifications, bidding documents preparation, technical (if any) & final evaluation stages.

4. **External Bid Evaluation Committee**

4.1. **As per Rule 13 of Public Procurement Rules, 2025**, procurements with an estimated value above two billion rupees shall be opened and evaluated by the Procuring Agency's notified External Bid Evaluation Committee.

5. **Opening of Bids**

5.1. The Procuring Agency will open all bids through EPADS, in the presence of bidders' or their representatives who choose to attend, and other parties with a legitimate interest in the bid proceedings at the place, on the date and at the time, specified in the **BDS**. The Bidders' representatives present shall sign attendance sheet as proof of their attendance.

5.2. The bids shall be opened one at a time, and the following read out and recorded: (a) the name of the bidder; (c) the presence of a bid security, if required; and (d) any other details as the procuring agency may consider appropriate.

5.3. No bid will be rejected at the time of bid opening except for bids whose bid security has not been provided to the procuring agency before submission deadline.

5.4. The procuring agency shall prepare minutes of the bid opening. The record of the bid opening shall include, as a minimum: the name of the bidder and the bid price, if applicable.

6. **Confidentiality**

6.1. Information relating to the examination, clarification, evaluation and comparison of bids and recommendation of contract award shall not be disclosed to bidders or any other person(s) not officially concerned with such process, until the time of the announcement of the respective evaluation report.

6.2. Any effort by a bidder to influence the procuring agency processing of bids or award decision may result in the rejection of his bid.

7. Preliminary Examination of Bids

7.1. Prior to the detailed evaluation of bids, the procuring agency will determine whether each bid:

7.1.1. meets the eligibility criteria defined in **ITB 3**;

7.1.2. has been prepared as per the format and contents defined by the procuring agency in the bidding document;

7.1.3. is accompanied by the required securities; and

7.1.4. is substantially responsive to the requirements of the bidding document.

7.2. The procuring agency will confirm that the documents and information specified under **ITB 9,10 and 11** have been provided in the bids. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Bidders, the bids shall be rejected.

7.3. If a bid is not substantially responsive, it will be rejected by the procuring agency and may not subsequently be evaluated for complete technical responsiveness.

8. Examination of Terms and Conditions, Technical Evaluation

8.1. The procuring agency shall evaluate the technical aspects of the bids submitted in accordance with **ITB 21**, to confirm that all requirements specified in **Evaluation Criteria, Technical Specifications and Schedule of Requirements**, prescribed in the bidding document have been

met without material deviation or reservation.

8.2. If after the examination of the terms and conditions and the technical evaluation, the procuring agency determines that the bid is not substantially responsive in accordance with **ITB 21**, it shall reject the bids.

9. Correction of Errors

9.1. Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -

9.1.1. if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the procuring agency there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;

9.1.2. if there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and

9.1.3. where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

9.1.4. Where there is discrepancy between grand total of price schedule and amount mentioned on the Forms of bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.

9.2. The amount stated in the bid will be adjusted by the procuring agency in accordance with the above procedure for the correction of errors and, with the concurrence of the bidder that shall be considered as binding upon the bidder. If the Bidder does not accept the corrected amount, his bid will then be rejected, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed in accordance with **ITB 17**.

10. Conversion to Single Currency

10.1. As per Rule 30(2) of Public Procurement Rules, 2004.

11. Evaluation of Bids

11.1. The procuring agency shall evaluate bids in accordance with Rule 30 of Public Procurement Rules, 2004 and compare only those bids determined to be substantially responsive, pursuant to **ITB 24**.

11.2. In evaluating the Technical Bids of each Bidder, the Procuring Agency shall apply the evaluation criteria and methodologies specified in the Bid Data Sheet (BDS) and in accordance with the Statement of Requirements and Technical Specifications. No other evaluation criteria or methodologies shall be permitted.

11.3. In case of tie of bids, the bidders shall be provided an opportunity to offer their best and final monetary offer through EPADS. However, in no case the rates shall be higher than the original financial bids.

11.4. The Procuring agency evaluation of a bid will take into account:

11.4.1. the bid price, excluding provisional sums and the provision, if any, for contingencies in the summary bill of quantities, but including day work items, where priced competitively;

11.4.2. price adjustment for correction of arithmetic errors in accordance with **ITB 26**;

11.5. converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with **ITB 27**;

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

11.7. If these bidding documents allow bidders to quote separate prices for different lots, and the award to a successful bidder of multiple lots, the methodology of evaluation to determine the lowest evaluated lot combinations in the Form of Bid, is specified in the **BDS**.

12. Determination of Most Advantageous Bids

12.1. Selection technique will be adopted for determining the Successful Bid in accordance with the criteria referred in the **BDS** or prescribed in the separate section titled as Evaluation Criteria.

13. Abnormally Low Financial Bids

13.1. Procuring agency may reject a bid if it has determined that the price, in combination with other constituent elements of the bid, is abnormally low in relation to the subject matter of the procurement, such that it raises material concerns on the part of the procuring agency, as to the ability of the bidder to perform the procurement contract satisfactorily for the offered price.

A procuring agency shall not reject a bid as abnormally low under sub-clause (1) above unless the procuring agency -

13.1.1. requested in writing through EPADS from the bidder a written clarification of his bid, including a detailed price analysis of his bid price in relation to the subject matter of the procurement contract, scope, methodology, schedule, allocation of risks and responsibilities and any other requirements of the bidding document; and

13.1.2. having taken account, the information provided by the bidder in response to a request under paragraph (a) and the information included in the bid, the procuring agency determines that the bidder has failed to demonstrate its ability to perform the procurement contract satisfactorily for the offered price.

The procuring agency shall promptly communicate to the bidder concerned its decision to reject the bid, including the reasons for the decision.

14. Rejection of Bids

14.1. As per Rule 33 of the Public Procurement Rules, 2004

15. Cancellation of procurement

15.1. As per Rule 46 of Public Procurement Rules, 2025

16. Single Responsive Bid

16.1. The procuring agency may consider single responsive subject to underlying conditions of Rule 38(b) of the Public Procurement Rules, 2004.

17. Alternate Dispute Resolution (ADR)

17.1. As per Rule 66 of Public Procurement Rules, 2025

18. Arbitration Clause

18.1. (Appointing Authority for the Arbitrator shall be Chief justice of Honorable Islamabad High Court OR Managing Director (PPRA) OR Secretary (Ministry of Law & Justice),

19. Fee of the Arbitrator

19.1. The fee shall be specified in PKR as determined by the Appointing Authority and shall be shared equally by each party.

20. Socio-economic development

20.1. As per Rule 63 of Public Procurement Rules, 2025, PA to encourage the inclusiveness of small and medium enterprises, and marginalized groups by according preferences in line with the notified policies of the Federal Government

21. Environmental objectives

21.1. As per Rule 64 of the Public Procurement Rules, 2004, The procuring agency may seek to procure services with a reduced environmental impact throughout their life cycle when compared to services with the same primary function that may otherwise be procured.

F. Award of Contract

1. Appointment of Contract Manager

1.1. The procuring agency shall designate a Contract Manager for each procurement or class of procurement who shall manage the contract as per Rule 58 & 59 of the Public Procurement Rules, 2004.

2. Criteria of Award

2.1. The procuring agency will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding document and who has been declared as Successful Bid .

3. Procuring Agency's Right to reject All Bids

3.1. The procuring agency reserves the right to reject all the Bids and to annul the procurement process at any time prior to acceptance of the bid(s), without thereby incurring any liability to the affected bidder(s).

3.2. Notice of the rejection of all bids shall be given promptly to all bidders that have submitted the bids. The procuring agency shall upon request communicate to any bidder the grounds for the rejection of his bid, but is not required to justify those grounds.

4. Procuring Agency's Right to Vary Quantities at the Time of Award

4.1. The procuring agency reserves the right, at the time of contract award, to increase or decrease not more than 15% of the original scope of related services originally specified in the Schedule of Requirements, provided that such variation does not exceed the percentage indicated in the **Bid Data Sheet (BDS)**. This adjustment shall be made without any change in the unit price or other terms and conditions of the Bids and Bidding Documents.

5. Notification of Award

5.1. Prior to the award of contract, the procuring agency shall issue a Final Evaluation Report giving justification for acceptance or rejection of the bids.

5.2. Bidder whose bid has been accepted, will be notified for the award by the Procuring Agency prior to expiration of the Bid Validity period through EPADS. The Letter of Acceptance will state the sum that the procuring agency will pay the successful bidder in consideration for the execution of the scope of works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).

5.3. The notification of award will constitute the formation of the Contract, subject to the condition that bidder furnish the Performance Guarantee and signing of the contract.

6. **Signing of Contract**

6.1. Promptly after notification of award, Procuring Agency shall send the successful bidder the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract. The successful bidder and the procuring agency shall sign the contract.

7. **Performance Guarantee**

7.1. After the receipt of the Letter of Acceptance, the successful bidder, within the specified time, shall deliver to the Procuring Agency a Performance Guarantee in the amount and in the form stipulated in the **BDS and SCC**, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.

7.2. Failure of the successful bidder to comply with the requirement of **ITB 49.1** shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the procuring agency may make the award to the next ranked bidder or call for new bids.

8. **Advance Payment**

8.1. The Procuring Agency will provide an Advance Payment as stipulated in the Conditions of Contract, subject to a maximum amount, as stated in the **BDS**. The Advance Payment request shall be accompanied by an Advance Payment Guarantee in the form provided in Contract Forms.

9. **Arbitration**

9.1. The Arbitrator shall be appointed by mutual consent of the both parties as per the provisions specified in the **SCC**.

10. **Corrupt & Fraudulent Practices**

10.1. Procuring Agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts, and will avoid to engage in any corrupt and fraudulent practices.

G. **Grievance Redressal & Complaint Review Mechanism**

1. **Constitution of Grievance Redressal**

1.1. Procuring agency shall constitute a Grievance Redressal Committee (GRC) comprising of an odd number of persons with proper power and authorization to address the complaint. The GRC shall not have any of the members of Procurement Evaluation Committee. The committee must have one subject specialist depending the nature of the procurement.

2. **GRC Procedure**

2.1. Any aggrieved party or bidder as the case may be, may file grievance in accordance with Rule 48 of the Public Procurement Rules, 20 and Redressal of Grievance Regulations, 2022

H. **Blacklisting/ Debarment**

1. **Procedure for Blacklisting/Debarment**

1.1. The procuring agency may initiate blacklisting proceedings against contractor/supplier in accordance with Rule-19 of the Public Procurement Rules, 2004, Mechanism for Blacklisting, Debarment Regulations, 2024 and "procedure for filling and disposal of review petition under rule-19(3) of the Public Procurement Rules, 2004.



Bid Data Sheet

Bids Data Sheet (BDS)

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

BDS Clause Number

ITB Number

Amendments of, and Supplements to, Clauses in the Instruction to Bidders

A. Introduction

BDS Clause Number 1

ITB Number 1.1

Name of Procuring Agency: **IESCO (IESCO)**

The subject of procurement is: **HIRING THE SERVICES OF OUTSOURCED FIRM (3RD PARTY) WHO PROVIDE HUMAN RESOURCE/ RESOURCES (ALM) FOR ATTOCK CIRCLE IESCO.**

Expected commencement date: **Tuesday, June 30, 2026**

BDS Clause Number 2

ITB Number 2.1

Financial year for the operations of the Procuring Agency: **2025-26**

Name and identification number of the Contract: **P30713**

BDS Clause Number 3

ITB Number 4.6

JV/Consortium or Association Allowed: **Yes**

Number of JV/Consortium Members: **10**

B. Bidding Documents

BDS Clause Number 4

ITB Number 7.1

The Bidders may seek clarifications through **EPADS v2.0**: Clarification Date: Wednesday, May 13, 2026
Pre-Bid Meeting: Monday, May 11, 2026 11:00 AM
Venue: IESCO Head Office Street 40, G-7/4, Islamabad

BDS Clause Number 5

ITB Number 8.1

Any addendum, in case issued, shall be published on **IESCO (IESCO)** website and on **EPADS v2.0**.

BDS Clause Number 6

ITB Number 9.1

List of documents required along with the bid:

1. B1. Technical Proposal Submission Form
2. B2. General information/Firms/Bidders Profile
3. B3. Firm's competence and experience in providing services of Human Resource of a similar nature in a timely and efficient manner.
4. B4. List of proposed personnel for the contract.
5. C2. Financial Situation
6. C3. Average Annual Turn Over Last Three Years along with audited reports
7. C4. Form of Bid Security (Bank Guarantee)
8. Certificate certifying no deviation from the commercial terms and conditions prescribed in the bidding documents
9. The bidder should not have any pending litigation with any department//autonomous body/private in any court of law. submit stamp paper worth Rs.300 duly notarized

BDS Clause Number 7

ITB Number 11.1

The qualification criteria to establish the supply / production capability of the bidder.

see Eligibility Criteria

BDS Clause Number 8

ITB Number 7.6

Services and Their related documents:

See section Required Services and Scope of Work

BDS Clause Number 9

ITB Number 13.1 & 13.2

Price schedule will be provided according to the format defined and acquired.
see section price schedule.

BDS Clause Number 10

ITB Number 7.6.2

Specifications:

see section of specifications.

C. Preparation of Bids

BDS Clause Number 11

ITB Number 13.5

The price shall be **Fixed**.

BDS Clause Number 12

ITB Number 15.1

Currency of the Bids shall be : **PKR**

BDS Clause Number 13

ITB Number 16.1

The Bids/Bid Validity period shall be: **180 Days**

BDS Clause Number 14

ITB Number 17.1

The amount of Bid Security shall be as defined in Bid Security Section for items and lots given in **BDS 6**

The Bid Security shall be in the form of: **Pay Order, Banker's Cheque, Call at Deposit**

BDS Clause Number 15

ITB Number 17.3

The Bids security shall be valid for twenty-eight (28) days beyond the expiry of the Bids validity period specified in the bidding documents, for example the bid validity is 180 days so the bid security shall be valid for $180+28 = 208$ days.

BDS Clause Number 16

ITB Number 18.1

Alternative Bids to the requirements of the bidding documents will not be permitted.

D. Submission of Bids

BDS Clause Number 17

ITB Number 21.1

Bid shall be submitted online on EPADS v2.0 whereas hard copy of the bid security should be submitted to the following;

IESCO Head Office Street 40, G-7/4, Islamabad

Bids that are not submitted on EPADS v2.0 shall be disqualified.

The deadline for Bids submission is: **Thursday, May 21, 2026 11:00 AM**

E. Opening and Evaluation of Bids

BDS Clause Number 18

ITB Number 26.1

The Bids opening shall take place on **EPADS v2.0**.

Day : **Thursday**

Date: **Thursday, May 21, 2026**

Time : **11:30 AM**

BDS Clause Number 19

ITB Number 32.1

Selection technique adopted will be: **Quality and Cost Based Selection (QCBS)**

see Evaluation Criteria

F. Award of Contract

BDS Clause Number 20

ITB Number 49.1

The Performance guarantee shall: **7.00%**.

The Performance Guarantee shall be acceptable in the form of: **Bank Guarantee**

21.

51.1

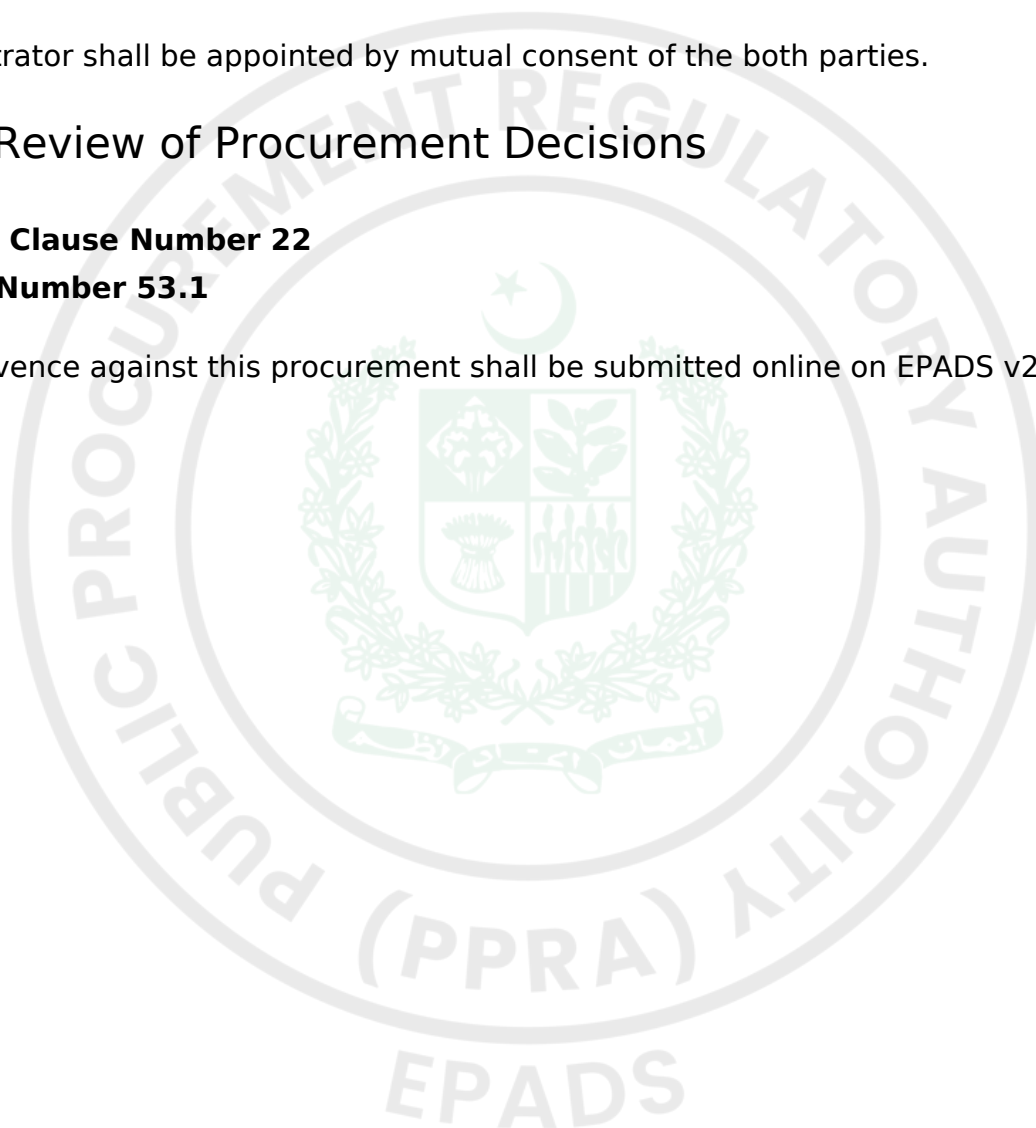
Arbitrator shall be appointed by mutual consent of the both parties.

G. Review of Procurement Decisions

BDS Clause Number 22

ITB Number 53.1

Grievance against this procurement shall be submitted online on EPADS v2.0.



Eligibility Criteria

Bidder's Type	Required Registration
Partnership Firm	NADRA CITIZENSHIP (CNIC/NICOP)
Company (Private Limited)	FBR (NTN)
Company (Public Limited)	FBR (GSTN)
Company (Holding Company)	SECP
State Owned Enterprise (Private Limited)	

Eligibility Criteria	Document
Returns for last 03 years	Yes
GST/PST/IST registration	Yes
Registration with EOBI	Yes
Registration with Social Security Department	Yes
Affidavit regarding registration with insurance company	Yes
Declaration for no blacklisting/debarment from any organization /PPRA for the firm at the time of submission of bid.	Yes
JV Partners/ Consortiums agreement in case of JV participation. Otherwise, a nil certificate will be attached	Yes

Affidavit of Observing Minimum Wages notified by the Federal / Provincial / ICT / Local Governments or Authorized Offices	Yes
In case of firms, submit the registration certificate with the registrar. Otherwise, a Nil Certificate will be attached.	Yes

Evaluation Criteria

Quality and Cost Based Selection (QCBS)

Technical Marks	100
Passing Marks	60
1. Additional Certification (Note: Documentary evidence such as contract agreement shall be provided)	
Additional Certificates (Qualitative)(Doc Required)	5
ISO 9001 , OHSAA or 45001, Local Office in Islamabad (5)	
ISO 9001 (2)	
OHSAA or 45001 (2)	
Local Office in Islamabad (1)	
2. Clientage & Contract of Manpower(Janitorial & Security Guards manpower supplied Exp. shall not be considered for this portion)Note: Documentary evidence such as contract agreement, performance cert. and completion report shall be provided	

<p>Nos. of org of equi. size for which qualified Manpower Provided supplied In Public/ Private / Power Sector in last 03 Years. (Qualitative)(Doc Required)</p> <p>Above 12 Organizations (15)</p> <p>9 to 12 Organizations (12)</p> <p>6 to 8 Organizations (9)</p> <p>3 to 5 Organizations (6)</p> <p>Upto 2 Organizations (2)</p>	<p>15</p>
<p>Nos. of qualified Resources Provided to Public/Private/Power Sector in 01 Contract in last 03 Years. (Qualitative)(Doc Required)</p> <p>Above 1000 Persons (15)</p> <p>750 to 1000 Persons (12)</p> <p>501 to 750 Persons (9)</p> <p>251 to 500 Persons (6)</p> <p>Upto 250 Persons (2)</p>	<p>15</p>
<p>3. Establishment And Experience (Note: Documentary evidence such as contract agreement shall be provided)</p>	

<p>General Experience the Company / Firm in providing Human Resources (Qualitative)(Doc Required)</p> <p>Above 8 Years (10)</p> <p>Above 4 to 8 years (7)</p> <p>Above 2 to 4 years (5)</p> <p>Above 2 years (2)</p>	<p>10</p>
<p>Relevant Experience the Company / Firm in providing Human Resource within last (05) years (Qualitative)(Doc Required)</p> <p>Above 1500 persons (10)</p> <p>1001 to 1500 persons (8)</p> <p>501 to 1000 persons (6)</p> <p>251 to 500 persons (4)</p> <p>0 to 250 persons (2)</p>	<p>10</p>



<p>Bidder's Core Hiring Team having legal expert along-with & Organizational Structure At least Graduate Note: i. List of proposed teams along with credential of proposed team. (Qualitative) (Doc Required)</p> <p>Above 12 staff (5)</p> <p>9 to 12 staff (4)</p> <p>5 to 8 Staff (2)</p> <p>0 to 4 Staff (1)</p>	5
4. Financial Soundness	
<p>Positive Net worth of last three years audited accounts (Qualitative)(Doc Required)</p>	5
<p>Average Annual Turnover (Last Three Years Audit Statement) In case of JV, 60% of AAT of lead partner and 40% of AAT of member shall considered for corresponding criteria to determine score. If more than once JV partner, then pro-rat of 40% shall be (Qualitative)(Doc Required)</p> <p>Above 1000 Million (10)</p> <p>701 to 1000 Million (8)</p> <p>401 to 700 Million (6)</p> <p>101 to 400 Million (4)</p> <p>Less than 100 Million (2)</p>	10

<p>Fin. Res. be evalu. to determine criteria after deduction of current commitment. In case of JV, 60% finan. res. of lead partn. and 40% fin. res. of member shall considered for criteria to determine score.If >1 JV partner, then pro-rat of 40% consider (Qualitative)(Doc Required)</p> <p>Above 150 Million (5)</p> <p>101 to 150 Million (4)</p> <p>51 to 100 Million (3)</p> <p>21 to 50 Million (2)</p> <p>Less than 20 Million (1)</p>	5
<p>5. Proof of Payments / Contributions (Note: Documentary evidence/certificates from EOBI, Social Security & Insurance shall be provided)</p>	
<p>Payment to EOBI in last Financial Year. (Qualitative)(Doc Required)</p> <p>Above 1000 persons (5)</p> <p>750-1000 persons (4)</p> <p>501-750 persons (3)</p> <p>251-500 persons (2)</p> <p>Upto 250 persons (1)</p>	5



<p>Payment to Social Security Department in last Financial Year. (Qualitative)(Doc Required)</p> <p>Above 1000 persons (5)</p> <p>750-1000 persons (4)</p> <p>501-750 persons (3)</p> <p>251-500 persons (2)</p> <p>Upto 250 persons (1)</p>	5
<p>Payment to Insurance / Insurance Coverage in last Financial Year. (Qualitative)(Doc Required)</p> <p>Above 1000 persons (5)</p> <p>750-1000 persons (4)</p> <p>501-750 persons (3)</p> <p>251-500 persons (2)</p> <p>upto 250 persons (1)</p>	5
<p>Payment to Worker Through banking Channel (Qualitative)(Doc Required)</p> <p>Above 5 clients (5)</p> <p>3-5 clients (3)</p> <p>1-2 clients (2)</p>	5

Required Services

Positions Without Lots :

Position	Delivery Schedule	Quantity	Bid Security
ALM for Attock Circle	Address: Attock Circle Schedule: 50 % within 15 days from the commencement of contract Quantity: 191 Address: Attock Circle Schedule: Remaining 50 % on need basis by the company Quantity: 191	382	600000

Related Services :

No

Services Specifications

Positions Without Lots :

Position: ALM for Attock Circle

Specifications / Requirements:

As per the specification mentioned in the eligibility criteria for ALM/TORs/Scope of Work attached as Annexure

Scope of Work

The detailed scope of Work is attached as an annexure.

Price Schedule

For Individual Positions

#	Position Title	Quantity	Unit Price (PKR)	Total Price (PKR)	Delivery Location	Delivery Period / Year	Country of Origin
1							
2							

For Lots

#	Lot Title	Total Lot Price (PKR)	Country of Origin
1	[Lot 1 Title]		





General Conditions of Contract

A. General

1. Definitions

1.1. Unless the context otherwise requires, the following terms whenever used in this Contract shall have the same meaning and shall be interpreted as indicated

1.1.1. "Applicable Law" means the laws and any other instruments having the force of law in the Government's Country, or in such other country as may be specified in the Special Conditions of the Contract (SC), as they may be issued and in force from time to time;

1.1.2. "The Contract" means an agreement enforceable by law;

1.1.3. "The Contract Price" means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations;

1.1.4. "The Services" means the work to be performed by the Contractor pursuant to this Contract and as prescribed in the Specifications and Schedule of Activities included in the Contractor's Bid;

1.1.5. "Ancillary Services" means those services ancillary to the provision of Services, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Contractor covered under the Contract;

1.1.6. "GCC" means the General Conditions of Contract contained in this section;

1.1.7. "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented;

1.1.8. "Day" means calendar day unless indicated otherwise;

1.1.9. "Effective Date" means the date on which this Contract comes into force and effect;

1.1.10. "The Contractor" means the individual or corporate body whose Bids to provide the Services has been accepted by the Procuring Agency;

1.1.11. "The Project Site," where applicable, means the place or places named in Bid Data Sheet and technical Specifications;

1.1.12. "Government" means the Government of Pakistan;

1.1.13. "Local Currency" means the currency of Pakistan;

1.1.14. "In Writing" means communicated in written form with proof of receipt;

1.1.15. "Completion Date" means the date of completion of the Services by the Contractor as certified by the Procuring Agency;

1.1.16. "Foreign Currency" means any currency other than the currency of the country of the Procuring Agency;

1.1.17. "Party" means the Procuring Agency or the Contractor, as the case may be, and "Parties" means both of them;

1.1.18. "Service" means any object of procurement other than goods or works;

1.1.19. "Subcontractor" means any entity to which the Bidder subcontracts any part of the Services.

2. **Applicable Law**

2.1. The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC.

3. **Language**

3.1. The Contract as well as all correspondence and documents relating to the Contract exchanged between the Contractor and the Procuring Agency, shall be written in the **English language** unless otherwise stated in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.

4. **Notices**

4.1. Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the SCC.

5. **Location**

5.1. The Services shall be performed at such locations as the Procuring Agency may approve and as specified in SCC.

6. **Authorized Representatives / Authority of Member in charge**

6.1. Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring Agency or the Contractor may be taken or executed by the officials specified in the SCC.

B. **Commencement, Completion, Modification, and Termination of Contract**

1. **Effectiveness of Contract**

1.1. This Contract shall come into effect on the date the Contract is signed by both parties and such other later date as may be stated in the SCC.

2. Commencement of Services

2.1. The Contractor shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.

3. Program schedule

3.1. Before commencement of the Services, the Contractor shall submit to the Procuring Agency for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.

4. Starting Date/Expiration Date

4.1. The Contractor shall start carrying out the Services Five (05) days after the date the Contract becomes effective, or at such other date as may be specified in the SCC.

4.2. Unless terminated earlier pursuant to Clause **GCC 14** hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.

5. Entire Agreement

5.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

6. Modification

6.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any modification(s) or variation(s) made by the other Party.

6.2. In cases of any modification(s) or variation(s), the prior written consent of the Procuring Agency is required.

7. Force Majeure

7.1. Definition

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Contractor and which makes a Contractor's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

7.2. No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

7.3. Extension of Time

Any period within which a Contractor shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

7.4. Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Contractor shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

8. Termination

8.1. By the Procuring Agency

The Procuring Agency may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause. In such an occurrence the Procuring Agency shall give at least thirty (30) calendar days' written notice of termination to the Contractor in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e);

8.1.1. If the Contractor fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension;

8.1.2. If the Contractor becomes (or, if the Contractor consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

8.1.3. If the Contractor fails to comply with any final decision reached as a result of arbitration proceedings;

8.1.4. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

8.1.5. If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;

8.2. By the Contractor

The Contractor may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Procuring Agency, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

8.2.1. If the Procuring Agency fails to pay any money due to the Contractor pursuant to this Contract and not subject to dispute within forty-five (45) calendar days after receiving written notice from the Contractor that such payment is overdue;

8.2.2. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

8.2.3. If the Procuring Agency fails to comply with any final decision reached as a result of arbitration;

8.2.4. If the Procuring Agency is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Bidder may have subsequently approved in writing) following the receipt by the Procuring Agency of the Contractor's notice specifying such breach.

C. Obligations of the Contractor

1. General

1.1. Standard of Performance

1.1.1. The Contractor shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Contractor shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Procuring Agency, and shall at all times support and safeguard the Procuring Agency's legitimate interests in any dealings with the third parties;

1.1.2. The Contractor shall employ and provide such qualified and experienced Experts and Sub-Contractors as are required to carry out the Services.

1.2. Law Applicable to Services

The Contractor shall perform the Services in accordance with the Contract and in accordance with the Law of Pakistan and shall take all practicable steps to ensure that any of its Experts and Sub-Bidders, comply with the Applicable Law.

2. Conflict of Interests

2.1. Contractor Not to Benefit from Commissions and Discounts

The remuneration of the Contractor shall constitute the Contractor's sole remuneration in connection with this Contract or the Services, and the Contractor shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Contractor shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

2.2. Contractor and Affiliates Not to be Otherwise Interested in Project

The Contractor agree that, during the term of this Contract and after its termination, the Contractor and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

2.3. Prohibition of Conflicting Activities

Neither the Bidder nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

2.3.1. during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;

2.3.2. during the term of this Contract, neither the Contractor nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;

2.3.3. after the termination of this Contract, such other activities as may be specified in the SCC.

3. Insurance to be Taken Out by the Contractor

3.1. The Contractor(a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Sub-contractors', as the case may be) own cost but on terms and conditions approved by the Procuring Agency, insurance against the risks, and for the coverage, as shall be specified in the SCC; and (b) at the Procuring Agency's request, shall provide evidence to the Procuring Agency showing that such insurance has been taken out and maintained and that the current premiums have been paid.

4. Contractor's Actions Requiring Procuring Agency's Prior Approval

4.1. The Contractor shall obtain the Procuring Agency's prior approval in writing before taking any of the following actions:

4.1.1. appointing such members of the Personnel not provided by the Contractor;

4.1.2. changing the Program of activities; and

4.1.3. any other action that may be specified in the SCC.

5. Reporting Obligations

5.1. The Contractor shall submit to the Procuring Agency the reports and documents in the numbers, and within the periods as prescribed by the Procuring Agency.

6. Liquidated Damages

6.1. Payments of Liquidated Damages

The Contractor shall pay liquidated damages to the Procuring Agency at the rate per day stated in the SCC for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the SCC. The Procuring Agency may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

6.2. Correction for Over-payment

If the Intended Completion Date is extended after liquidated damages have been paid, the Procuring Agency shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in SCC.

6.3. Lack of performance penalty

If the Contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, a penalty for Lack of performance will be paid by the Contractor. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as specified in the Contractor

7. Performance Guarantee

7.1. Within the time stipulated in the acceptance letter from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in shape and amount **specified in SCC**.

7.2. The proceeds of the Performance Guarantee shall be payable to the Procuring agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

7.3. The Performance Guarantee shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring agency and shall be in the acceptable form as specified in **SCC**.

7.4. The Performance Guarantee will be discharged by the Procuring agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise **specified in SCC**.

8. Sustainable Procurement

8.1. The Contractor shall conform to the sustainable procurement contractual provisions, if and as specified in the **SCC**.

D. Contractor's Personnel

1. Description of Personnel

1.1. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Contractor's Key Personnel. The Key Personnel listed by title as well as by name are hereby approved by the Procuring Agency.

2. Removal and / or Replacement of Personnel

2.1. Except as the Procuring Agency may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Contractor, it becomes necessary to replace any of the Key Personnel, the Contractor shall provide as a replacement a person of equivalent or better qualifications.

2.2. If the Procuring Agency finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Contractor shall, at the Procuring Agency's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Procuring Agency.

2.3. The Contractor shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

E. Obligations of the Procuring Agency

1. Change in the Applicable Law

1.1. If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Contractor, then the remuneration and reimbursable expenses otherwise payable to the Contractor under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred in the SCC.

2. Services and Facilities

2.1. The Procuring Agency shall make available to the Contractor and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference, at the times and in the manner specified in the Terms of Reference.

2.2. In case that such services, facilities and property shall not be made available to the Contractor, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Contractor for the performance of the Services, (ii) the manner in which the Contractor shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Contractor as a result thereof.

F. Payments to the Contractor

1. Contract Price

1.1. The price payable shall be in Pakistani Rupees unless otherwise specified in the SCC.

2. Terms and Conditions of Payment

2.1. Payments will be made to the Contractor according to the payment schedule stated in the SCC and as per actual invoice submitted by the Contractor.

2.2. Unless otherwise stated in the SCC, the advance payment shall be made against the provision by the Contractor of a bank guarantee for the same amount, and shall be valid for the period stated in the SCC. Any other payment shall be made after the conditions listed in the SCC for such payment have been met, and the Contractor have submitted an invoice to the Procuring Agency specifying the amount due.

3. Quality Control Identifying Defects

3.1. The principle and modalities of Inspection of the Services by the Procuring Agency shall be as indicated in the SCC. The Procuring Agency shall check the Contractor's performance and notify him of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Procuring Agency may instruct the Contractor to search for a Defect and to uncover and test any service that the Procuring Agency considers may have a Defect. Defect Liability Period is as defined in the SCC.

4. Correction of Defects, and Lack of Performance Penalty

4.1. The Procuring Agency shall give notice to the contractor of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.

4.2. Every time notice a Defect is given; the contractor shall correct the notified Defect within the length of time specified by the Procuring Agency's notice.

4.3. If the contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, the Procuring Agency will assess the cost of having the Defect corrected, the contractor will pay this amount, and a Penalty for Lack of Performance.

5. Settlement of Disputes Amicable Settlement

5.1. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

6. Dispute Settlement

6.1. Arbitration

If any dispute of any kind whatsoever shall arise between the procuring agency and the contractor in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the contract, the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference even after negotiations or mediation, then the dispute shall be referred within fourteen (14) days in writing by either party to the Arbitrator, with a copy to the other party.

Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with **GCC sub-clause 32.1**, shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Contract. Arbitration proceedings shall be conducted in accordance with Arbitration Act 1940. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless otherwise agreed. The Procuring Agency shall continue to pay the Contractor any undisputed amounts due under the Contract during the resolution of any dispute.



Special Conditions of Contract

SECTION VIII. SPECIAL CONDITIONS OF CONTRACT

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

Number of GC Clause

Amendments of, and Supplements to, Clauses in the General Conditions of Contract

Definitions

The Procuring Agency is:IESCO (IESCO),Director General (HR)IESCO Head Office Street 40, G-7/4, Islamabad

The Supplier is:

The title of the subject procurement is:HIRING THE SERVICES OF OUTSOURCED FIRM (3RD PARTY) WHO PROVIDE HUMAN RESOURCE/ RESOURCES (ALM) FOR ATTOCK CIRCLE IESCO.

Number of GC Clause 2

Applicable/Governing Law:

The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan

Number of GC Clause 3

Language:

The language of the Contract, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be in **English**.

Number of GC Clause 4

Notices:

The addresses for the notices are:

Procuring Agency:

IESCO (IESCO),Director General (HR)
IESCO Head Office Street 40, G-7/4, Islamabad
+92-319-599-0988
director_hr@iesco.com.pk

Contractor/ Bidder:

[Name, address and telephone number].

The Contractor/ Bidder's Representative(s)

[Name, address, telephone number and e-mail address]

Number of GC Clause 6.1

The Authorized Representatives are:

For the Procuring Agency:

IESCO (IESCO), Director General (HR)
IESCO Head Office Street 40, G-7/4, Islamabad
+92-319-599-0988
director_hr@iesco.com.pk

For the Bidder:

Name:

Designation:

Address:

Number of GC Clause 7

Effectiveness of the contract

The Contractor/Bidder shall be effective within days from the date of signature of the Contract by both parties

Number of GC Clause 8

Commencement of Contract:

The Contractor/ Bidder shall provide Non-Consultancy Services from the effective date of contract.

Number of GC Clause 10.2

Expiration of Contract:

The time period shall be

Number of GC Clause 14

Termination

In the event of termination of the contract due to any reason as already defined in the General Conditions of Contract, the Bidder shall be responsible for providing to the Authority the Goods till the time of alternate arrangements.

Number of GC Clause 16

Conflict of Interest:

The Procuring Agency reserves the right to determine on a case-by-case basis whether the Bidder should be disqualified from providing goods or services due to a conflict of a nature described in Clause GCC 17.

Number of GC Clause 20

Liquidated Damages

If the Bidder fails to provide services as required under the contract or in case of any data loss/data breach or any incident compromising the data security or other such failures related to any services, the Bidder shall pay to the Procuring Agency as Liquidated Damages at a rate of **0.00%** to **0.00%** of the Contract value, in accordance with the extent of performance failure & the cost of investigating such incidents as judged by the Authority.

Number of GC Clause 21

Performance Guarantee:

The amount of performance guarantee shall be 7.00% of the contract price in acceptable form of Bank Guarantee

Number of GC Clause 27

Currency of Payment:

All the payment to be released to the contractor/Bidder shall be in Pakistani Rupees.

Number of GC Clause 28

Payment terms:

Payment will be made to the Bidder against the procured Goods and services according to the actual invoice or running bills submitted by the Bidder against the services provided within the time given in the conditions of the contract.

Number of GC Clause 29

Identifying Defects:

The Authority reserves the right at any time to inspect the premises of the provider to inspect the goods and monitor the goods being provided.

Inspections & Tests Requirements

As per the Scope of Work

Delivery & Documents

As per SCC attached as Annexure

Number of GC Clause 31

Following is the guidance for Dispute Resolution

1. If any dispute of any kind whatsoever shall arise between the Authority and the Bidder in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and the execution of the Contract – whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall

seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within 14 (fourteen) days following a notice sent by one Party to the other Party in this regard.

2. At future of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of the both parties.

3. At the event of failure of mediation to resolve the dispute relating to this contract such dispute shall finally be resolved through binding Arbitration by sole arbitrator in accordance with Arbitration Act 1940. The arbitrator shall be appointed by mutual consent of the both parties. The Arbitration shall take place in Islamabad, Pakistan and proceedings will be conducted in English language.

4. The cost of the mediation and arbitration shall be shared by the parties in equal proportion however the both parties shall bear their own costs and lawyer's fees regarding their own participation in the mediation and arbitration. However, the Arbitrator may make an award of costs upon the conclusion of the arbitration making any party to the dispute liable to pay the costs of another party to the dispute.

5. Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after completion of the contract.

Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Authority shall pay the Bidder any monies due to the Bidder.

Arbitrator's fee:

The fee shall be specified in Pak Rupees, as determined by the Arbitrator, which shall be shared equally by both parties.

Appointing Authority for Arbitrator:

By the Mutual Consent or in accordance with the provisions of Arbitration Act, 1940, in case the parties fail to reach a consensus on the name of sole arbitrator, any party may submit an application to the Chief Justice Islamabad High Court for appointment of sole arbitrator. The Chief Justice IHC may appoint a former judge of any High Court or Supreme Court as the sole arbitrator to resolve the dispute between the parties.

Rules of procedure for arbitration proceedings:

Any dispute between the Authority and a Bidder who is a national of the Islamic Republic of Pakistan arising in connection with the present Contract shall be referred to adjudication or arbitration in accordance with the laws of the Islamic Republic of Pakistan including Arbitration Act 1940, however above provision shall prevail in referring the case to the Arbitrator.

Place of Arbitration and Award:

The arbitration shall be conducted in English language and place of arbitration shall be at Islamabad. The award of the arbitrator shall be final and shall be binding on the parties.



Bid Securing Declaration

Form 9: Bid Securing Declaration

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

Bid No.: **P30713**

To: **IESCO (IESCO), Director General (HR) IESCO Head Office Street 40, G-7/4, Islamabad**

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid Securing Declaration.

We accept that we will be blacklisted and henceforth cross debarred for participating in respective category of public procurement proceedings for a period of (not more than) six months, if fail to abide with a bid securing declaration, however without indulging in corrupt and fraudulent practices, if we are in breach of our obligation(s) under the Bid conditions, because we:

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

We understand this Bid Securing Declaration shall expire if we are not the successful

Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight (28) days after the expiration of our Bid.



Contract Form

SECTION IX: CONTRACT FORMS

THIS AGREEMENT made the _____ day of _____ 20_____ between **IESCO (IESCO), Director General (HR) IESCO Head Office Street 40, G-7/4, Islamabad**

(hereinafter called “the Procuring Agency”) of the one part and *[name of Bidder]* of *[city and country of Bidder]* (hereinafter called “the Bidder”) of the other part:

WHEREAS the Procuring Agency invited Bids for provision of goods, viz., **HIRING THE SERVICES OF OUTSOURCED FIRM (3RD PARTY) WHO PROVIDE HUMAN RESOURCE/ RESOURCES (ALM) FOR ATTOCK CIRCLE IESCO. (P30713)** and has accepted a Bids by the Bidder for the provision of Goods in the sum of *[contract price in words and figures]* (hereinafter called “the Contract Price”).

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Contract, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below:-

1. This form of Contract;
2. the Form of Bids and the Price Schedule submitted by the Bidder;
3. the Schedule of Requirements;
4. the Technical Specifications;
5. the Special Conditions of Contract;
6. the General Conditions of the Contract;
7. the Procuring Agency’s Letter of Acceptance; and
8. *[add here: any other documents]*

3. In consideration of the payments to be made by the Procuring Agency to the Bidder as hereinafter mentioned, the Bidder hereby covenants with the Procuring Agency to provide the Goods related services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Procuring Agency hereby covenants to pay the Bidder in consideration of the provision of Goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

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

Witness to the signatures of the Procuring Agency:

.....

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

Witness to the signatures of the Bidder:





Integrity Pact

Integrity Pact

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

Contract Number: **Contract Value:** **Contract Title:**

Dated:

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

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

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

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

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



Performance Guarantee Form

Performance Guarantee Form

To: **IESCO (IESCO), Director General (HR) IESCO Head Office Street 40, G-7/4, Islamabad**

WHEREAS *[name of Bidder]* (hereinafter called “the Bidder”) has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated *[insert date]* for provision of Goods (hereinafter called “the Contract”).

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

AND WHEREAS we have agreed to give the Bidders guarantee:

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

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

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]



Annexure

Special Conditions

Mandatory Requirement. Bidder are required to read the conditions carefully and submit the same duly signed & stamped by the authorized representative.

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Special Conditions** (page number: 72)

Scope of Work, ToRs, Eligibility Criteria for ALM & Company Special Requirement

Mandatory Requirement. Bidder are required to read the conditions carefully and submit the same duly signed & stamped by the authorized representative.

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Scope of Work, ToRs, Eligibility Criteria for ALM & Company Special Requirement** (page number: 77)

Blacklisting Policy of IESCO

The firm will be blacklisted / debarred from future business with IESCO/DISCOS on the following grounds:

Making false statements and allegations to gain undue advantage.

Commission of fraud.

Fail to perform the contractual obligations during the execution of contract or breaches the contract.

Commission of embezzlement , criminal breach of trust, theft, cheating, forgery, bribery, falsification or destruction of records, receiving stolen property, false use of a trademark, securing fraudulent registration, giving false evidence, furnishing of false information of serious nature. etc.

IESCO Mechanism for Blacklisting of contractor/supplier/manufacture/consultant/firm available on IESCO's website.

Moreover, the procedure/timelines for the blacklisting of the contractor/supplier/manufacture/consultant/firm will be in accordance with the PPRA Rule-19.

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Blacklisting Policy of IESCO** (page number: 93)

Technical & Financial Situation Forms

Mandatory Requirement. Bidder are required to fill all the forms and submit the same duly signed & stamped by the authorized representative

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Technical & Financial Situation Forms** (page number: 122)

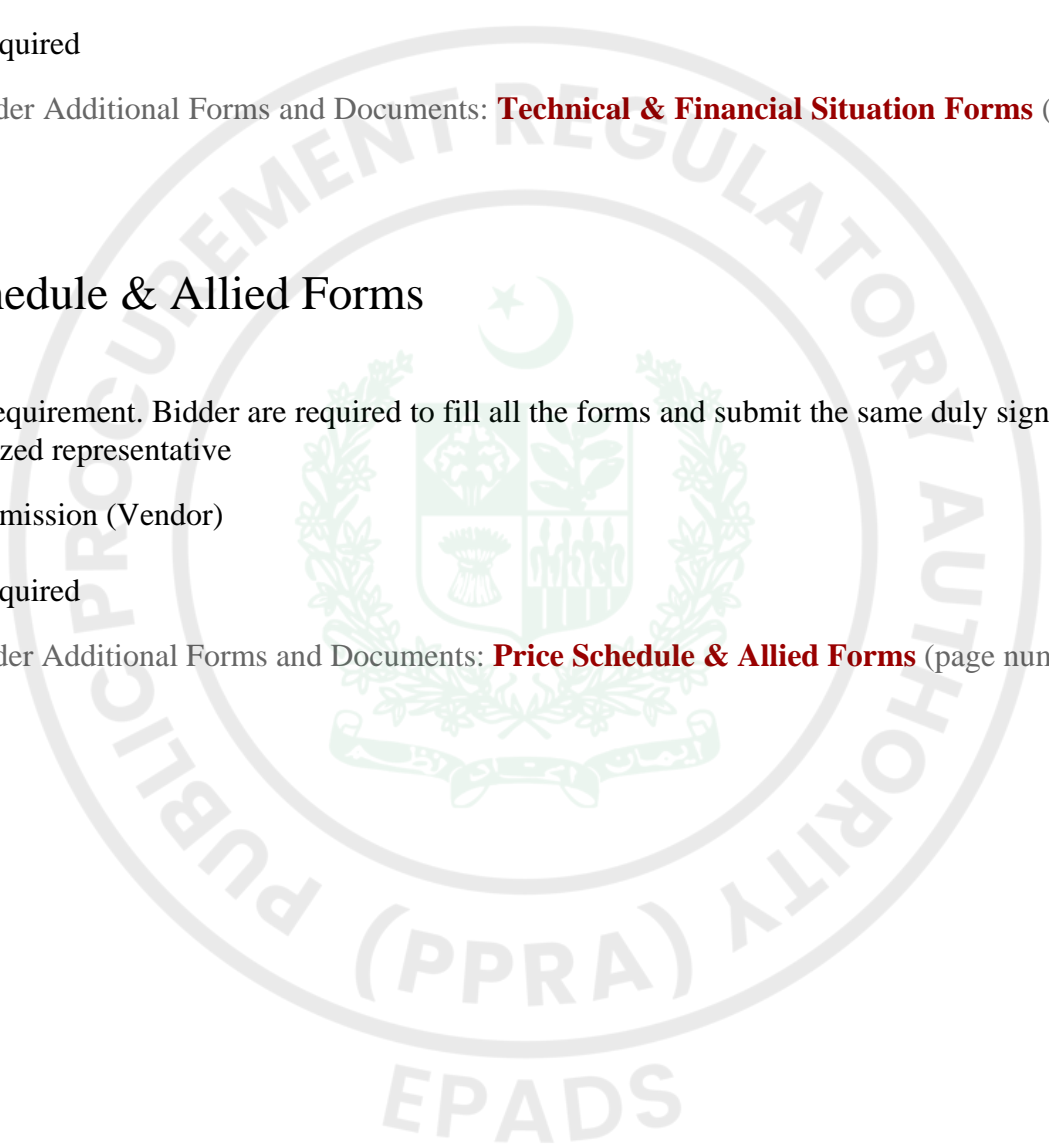
Price Schedule & Allied Forms

Mandatory Requirement. Bidder are required to fill all the forms and submit the same duly signed & stamped by the authorized representative

Financial Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Price Schedule & Allied Forms** (page number: 135)





Procurement Forms

Past Experience and Completed Contracts

Along with this form, fill out and submit all the forms attached as Annexure. Bidder are advised to carefully read all the forms before submitting the Bid.

See Form Under Additional Forms and Documents: **Past Experience and Completed Contracts** (page number: 144)

Historical Contract Non-Performance, and Pending Litigation and Litigation History

No Active / Pending Litigation / blacklisting / Stay Order with any Public / Autonomous / Private Company in any Court of Law

Along with this form, fill out and submit all the forms attached as Annexure. Bidder are advised to carefully read all the forms before submitting the Bid.

See Form Under Additional Forms and Documents: **Historical Contract Non-Performance, and Pending Litigation and Litigation History** (page number: 145)

Current Contracts and Their Progress

Along with this form, fill out and submit all the forms attached as Annexure. Bidder are advised to carefully read all the forms before submitting the Bid

See Form Under Additional Forms and Documents: **Current Contracts and Their Progress** (page number: 147)

Financial Capacity and Net Worth Evaluation Form

Along with this form, fill out and submit all the forms attached as Annexure. Bidder are advised to carefully read all the forms before submitting the Bid.

See Form Under Additional Forms and Documents: **Financial Capacity and Net Worth Evaluation Form** (page number: 148)

Average Annual Turnover

Along with this form, fill out and submit all the forms attached as Annexure. Bidder are advised to carefully read all the forms before submitting the Bid.

See Form Under Additional Forms and Documents: **Average Annual Turnover** (page number: 150)





Additional Forms and Documents

SPECIAL CONDITIONS

No.	Supplements to, Clauses in the General Conditions of Contract
1	The Adjudicator is: Pakistan Engineering Council
2	The contract name is: Provision of ALM per ToR
3	The Procuring Agency is: Director General (HR) IESCO Islamabad Islamabad Electric Supply Company Address Street No 40, Sector G-7/4, Islamabad Phone No: +92-51-9252080 Fax No: +92-51-9252927
4	The Service Provider is Name of Authorized representative Designation ----- Address ----- Phone No. ----- Fax No -----
5	The Applicable Law is: Laws of Islamic Republic of Pakistan
6	The language is: English
7	The addresses Procuring agency: The Procuring Agency is: Director General (HR) Address Street No 40, Sector G-7/4, Islamabad Phone No: +92-51-9252080 Fax No: +92-51-9252927 Service Provider: Address ----- Phone No. ----- Fax No -----
8	The Authorized Representatives are: The Procuring Agency is: Director General (HR) Address Street No 40, Sector G-7/4, Islamabad Phone No: +92-51-9252080 Fax No: +92-51-9252927 For the Service Provider: The Authorized Representatives are: Address -----

	Phone No.----- Fax No-----
9	The Contract shall come into force with effect from the date on which both parties have signed the contract i.e. within seven Days from date of Signing
10	Service Provider shall commence the services As per ToR Section-IV
11	<p>The Principal period of the contract is Two (02) year from the signing of the contract and extendable. for another three (03) year Terms with same terms and condition and mutual consent</p> <p>The contract will only be extended if afresh procurement to enter into a contract cannot be concluded in time or under dire circumstances or emergency need. The contract extension will not be an exclusive right but can be extended further up to another term(s). The renewal shall be based on the following (not limited to) conditions</p> <ol style="list-style-type: none"> 1. Mutual consent of both parties. 2. Performance review of the service provider dully signed by CE/OD 3. Approval of Competent Authority. 4. Renewal of the Performance Guarantee by the Service Provider.
12	Not Applicable
13	Insurance of Resources for Fatal and Non-Fatal Accident as per ToR Section-IV
14	<ol style="list-style-type: none"> I. Approval of insurance company II. Approval of Resources safety Uniform and shoes <ol style="list-style-type: none"> II. Disbursement of wages /Salary through centralized online method (approval of method, mode & medium)
15	Not Applicable as this contract relates to services provider
16	<p>The Performance Security amount is:</p> <p>(Seven percent) 7% of the final contract price in the form of Bank Guarantee issued by a Schedule bank of Pakistan having rating A+, on the prescribed format attached with the bidding document.</p>
17	Document required by services provider for approval of any permit or NoC shall be provided with approval of competent authority
18	<ol style="list-style-type: none"> I. Services Provider shall disburse wages /salary of individual resources as per Section-IV in following manner <ol style="list-style-type: none"> a) Attendance certificate from SE/PD b) Overtime payment certificate from SE/PD applicable as per direction

	<p style="text-align: center;">of procuring agency</p> <p style="text-align: center;">c) Any other information deems appropriate</p> <p>I. IESCO shall pay payments to services provider in following manner within 30 days from submission of verified invoices.</p> <p>a) Reimbursement of salaries/Wage as per A-3 of price schedule upon submission of original voucher of centralized online payment duly signed by the concerned SDO.</p> <p>b) Reimbursement of Monthly EOBI charges upon submission of original invoices</p> <p>c) Reimbursement of Monthly Social Security's charges upon submission of original invoices</p> <p>d) Payment against uniform and shoes after certification of Safety Director IESCO.</p> <p style="text-align: center;">e) Deduction of Penalty as per TOR</p> <p>f) Liquidate charges on delay disbursement of wages as per ToR</p> <p>III. Management Fees shall be paid after clearance of payment SSC-6.1(I, II (a to f) above upon submission of following document</p> <p>a. Invoices in triplicate duly verified by above mentioned directorate/department/circle.</p> <p>b. GST Invoices (if any) along with supporting documents (if any)</p> <p>c. Copy of contract agreement at first time as per contract form-3</p> <p>d. Contractor will submit PST certificate as per prescribed of IRA along with each invoice. In case, contractor fails to provide the same, 16% of month invoices shall be deducted and same will be deposited to IRA in name of contractor.</p>
<p style="text-align: center;">19</p>	<p>The approx. cost of the contract is PKR ***** /- (In words----- -----) (The contract amount is not fixed cost.</p> <p>Price of wages/salary etc shall be adjusted as Minimum wages notified by concerned Civic administrator.</p> <p>However, Management Fees will be paid on base rate as per price schedule A-.</p>
<p style="text-align: center;">20</p>	<p style="text-align: center;">Stamp Duty</p> <p>This Agreement shall be written & signed on stamped paper in accordance with Stamp Act, 1899 by the Firm/ Contractor.</p>

21	<p style="text-align: center;">Documents of Contract agreement</p> <p>The following document to contract Agreement shall form an integral part of Agreement and shall be interpreted accordingly.</p> <ul style="list-style-type: none"> i) Contract agreement ii) Notice of Award iii) Price schedule iv) Post bid clarification/correspondence. v) This RFP vi) Section-IV of RFP vii) General/Special Conditions of Contract viii) IESCO Mechanism for blacklisting
22	<p style="text-align: center;">Availability of Human Resource (ALM)</p> <p>Contractor is bound to supply ALM Proposed in Technical proposal B-4 form. In case of non-availability of any proposed Human Resource during the contract period, the contractor will provide valid reason and documentary justification. The contractor is bound to provide the substitute resources with same technical strength and qualification with no delay with approval of procuring agency.</p>
23	<p style="text-align: center;">(Medical /Life Insurance)</p> <p>Each personnel shall be insured from NICL or any reputable having PCRA credit rating AA+ for life insurance and medical insurance of Family as per Section -VI.</p> <p>Contractor will provide insurance certificate for each personnel as required by concerned directorate of IESCO.</p> <p>Contractor fails to provide such facility to personnel in case of incident then IESCO reserve the right to forfeit PG and pay it to personnel besides the blacklisting of company.</p>



Client's Special Requirement and Term of Reference



Client's Special Requirement and Term of Reference

1. Introduction

Islamabad Electric Supply Company (IESCO) is a leading power distribution company, committed to providing reliable and efficient electric supply services to approximately **4.0 million valued consumers** across its licensed service areas.

IESCO intends to hire registered firms/ JV Partners/ Consortiums for providing Human Resource/ Resources (**ALM**) on need basis as detailed in this document, through this advertisement.

The selected **Service Provider** shall be responsible for deploying, managing, and supervising resources at IESCO Attock Circle sites and operational locations.

2. Scope Of Work:

Sr.	Function	Title	Categories	Location / Office	Maximum* Requirement in Nos.
1	Operation Staff	ALM	Un-Skilled	Attock Circle	382

*On need basis

2.1 Notified Daily Rates Adopted by IESCO For Scope of Services

No.	Category of Personnel	Notified Rated per Day (for 6working days per week)
Notified Rates of District Islamabad 19-1-2024		
Rates of for District Attock,		
1.	Skilled	1939/DAY
2	Semi – Skilled	1552 / Day
3.	Un – Skilled	1538 / Day

Note:

Minimum Wages for above categories issued by concerned District Administration have been adopted by IESCO Board and notified by IESCO Administration Directorate.

1. ELIGIBILITY CRITERIA /SOP FOR ASSISTANT LINE MAN (ALM) – CATEGORY UN – SKILLED.

No.	Description	ELIGIBILITY CRITERIA	
1.	Title	ASSISTANT LINE MAN	
2.	Category	UN – SKILLED	
3.	Descriptions	Duties	Reporting
		<ul style="list-style-type: none"> ▪ To keep vigilant & strict watch over the performance of LM for immediate assistance while he works on pole. ▪ He is responsible to provide each and every necessary material to his lineman through the help of a roof. ▪ He is not authorized to climb the pole or on live line, unless qualified for the said job. ▪ He is responsible for digging pits for the HT/LT poles. ▪ He is also responsible for tree trimming on deadlines. ▪ He is also responsible that after completion of work, the ALM will collect all the material T&P properly & shift the same to store. ▪ He is also responsible for holding the ladder properly when the LM climb the pole. ▪ He should always be equipped with full T&P. 	<p>Shall report to LM / LS / In-charge SDO concerned</p>
4.	Qualification	Minimum Qualification will be Matric	
5.	Age	18 – 30 Years (Including General Age Relaxation)	
6.	Medical Category	"A"	
7.	Height	Min 5 Feet & 4 Inches	
8.	Chest	Min 32 Inches	
9.	Weight	As per Body Mass Index Chart (BMI) + 5% relaxation on upper side	
10.	Domicile	Islamabad, Rawalpindi, Attock, Jhelum, Chakwal & Murree Districts of Punjab as per operational jurisdictional area of IESCO.	
11.	Physical	Running	800 meters in 05 Minutes.

	Eligibility Criteria	Push Ups / Dund	20 in a single attempt in 03 minutes.
		Lifting of Weight	30 kg in single attempt.
		Digging	1 ditch of length, Depth, width (2*2*2).
		Climbing Skills	Climbing up to 10ft on Tower /Ladder wearing safety equipment's.
		Pulling of Wires	In one span of 100 feet.
12.	Disqualification	Candidates with any physical disability will not be considered for the post of ALM.	

2. Terms Of Reference:

- 1) The contract period will be 02 - Years, further extendable up to 3 years on annual basis subject to satisfactory performance maximum of total 05 Years with extensions.
- 2) Resources shall be demanded on need basis without any compulsion, subsequently resources may increase or decrease from required number during currency of contract.
- 3) All resources / Assistant Linemen (ALMs) and Divers provided to IESCO shall undergo a 10 – Days mandatory training at designated IESCO RTC / CTC centers. All the expenses, boarding & lodges, refreshment or any other requirement will be provided by the firm for this training course.
- 4) In the event that any ALM leaves IESCO during the training period or before fulfilling the contract agreement terms, the total training cost along with any lodging and boarding expenses incurred shall be borne by the service provider / firm.
- 5) The firm/service provider and resources shall adhere to NEPRA Power Safety Code 2024 during currency of contract.
- 6) The resources will be posted at Sub Divisions Level, as per requirement of IESCO Management or anywhere in the IESCO area of operation with reference to the work requirement.
- 7) The area of work and number of human resources can be enhanced or reduced as per requirement of IESCO.
- 8) The firm will not sublet the contract at any stage to other service provider / firm.

- 9) The resources offered shall be evaluated by IESCO's Committee duly constituted by the Competent Authority, in accordance with the standardized SOPs, eligibility criteria prior to deployment.
- 10) Police Clearance Report and NADRA verification of each resource is mandatory before deployment.
- 11) Dismissed and terminated Service providers from any organization/services will not be eligible for the above positions.
- 12) Vetting of documents along with necessary verification will be the responsibility of third party. Copies of credentials will be provided to IESCO before deployment of each staff.
- 13) Initially, engagement of the required resources will be made on need bases as per agreed rates.
- 14) Bidder will provide option of two candidates against each Category as Mentioned above. Company will select most suitable person from among them.
- 15) In case of unsatisfactory performance by any deployed personnel, the individual shall be relieved from duty without prior notice. The bidder shall be obligated to provide a suitable equally qualified replacement within seven (07) days of such removal. Otherwise, IESCO will charge suitable penalty as per penalty schedule.
- 16) Bidder will be bound through suitable surety bond while ensuring each provided resource to serve a notice of at least 1 months before quitting IESCO engagement,
- 17) The resources will be posted at above mentioned directorates as per requirement of IESCO Management.
- 18) Third party firm will not sublet the contract at any stage of contract to other contractor/ firm.
- 19) All rules/ regulations/ instructions issued by Government of Pakistan & Provincial Government from time to time will be applicable/ binding on the Firm.
- 20) The relief to staff on account of leave sickness etc. shall be provided by the Firm with substitute deployment from list of the approved workers from IESCO well in time to meet with such requirement. In case of substitute not provided, IESCO reserves the right to deduct the 02 days salary of the human resource against 01 day's absence and to issue a warning letter to the Firm. On receipt of such three letters IESCO reserves the right to cancel the contract.

- 21) Deduction/ Penalties imposed by the IESCO administration for misconduct or un-satisfactory performance shall be borne by the Firm. The amount of penalties shall be deducted from monthly bills.
- 22) Contractor to give indemnity/insurance for any loss sustained by IESCO due to conduct of firm provided staff.
- 23) In case of any loss arising due to fault of third-party staff, a committee comprising upon 3 members (02 from IESCO and 01 from Firm) will determine the cause of loss and if it happened due to negligence of human resource then Firm will bear the loss and clear/pay it within one month after the determination / fixing of responsibility.
- 24) Residential accommodation, Medical Facility, transportation / or any other benefit etc. for human resource will not be provided by IESCO.
- 25) Third party Firm will be responsible for the personal conduct of all its Resource staff working in IESCO. If any of its Resource staff is found involved in any illegal, immoral, misconduct or criminal activity, bidding Firm will be answerable for that.
- 26) Frequent change of human resource will not be allowed; however, any change will be made after approval/ consent of the concerned Manager or officer of equal status or higher. Firm will be bound to comply with the instructions issued by IESCO authority from time to time.
- 27) The Human Resource shall be properly briefed by the Firm about their responsibilities/ duties and they shall possess CNIC and ID Card of the firm.
- 28) Firm will maintain a personal file of each human resource having 02 passport size photographs and copy of CNIC etc. which can be checked by IESCO at any time.
- 29) In case of Fatal /Non-Fatal accident/ injury, Firm will not submit any claim including workman compensation against IESCO on any account/ mishap or reasons whatsoever.
- 30) Only physically and mentally fit resources will be acceptable and other departmental rules will be applicable/ binding on the human resource performing duty.
- 31) The contract will commence within seven days from date of signing of contract agreement and service provider will initially deploy minimum 50% of ALM immediately within 15 days from commencement of contract agreement. In case of any delay, a penalty @ PKR 0.5% of management fee per day per person shall be charged & deducted from

monthly billing. In case of failure to provide human resource after lapse of 15 days period, the performance guarantee will be forfeited without prior notice. Remaining resources shall be engaged on need basis of company as and when required subject to approval of competent authority.

- 32) In case the Firm fails to execute the contract in true letter and spirit, the contract will be cancelled with the approval of Competent Authority after 10 days' notice to the bidder and performance guarantee of the firm will be forfeited in favour of IESCO besides imposing ban upon the firm for future participation in IESCO tendering. In this case IESCO may engage human resources from any other firm.
- 33) IESCO shall be entitled to conduct an Integrity Due Diligence (IDD) activity ensuring if Service Provider is not involved in child Labour or unfair Labour practices or charged for corruption etc. under ILO.
- 34) IESCO has rights to reject any provided resource in writing with specific reason.

3. Relation Between Company, Service Provider and Resources

1. Company will not be responsible for any liability related to resources except as mentioned in this section and subsequently narrated thereon in relevant clauses of GCC and PCC.
2. Services provider will own resources during currency of contract and will maintain availability and performance of resources.
3. Resources will report to concerned SDO and reporting officer as the case may be, however, resources will not claim any liability from IESCO which including regularization and absorption with company at any stage.
4. Services provider will provide an undertaking from each individual resource on stamp paper, which declares that resources will not claim any regularization or permanent Job and condone their all right related to such provision of law to Company.
5. In case, any writ petition lodge by any individual or group for claiming right for absorption in IESCO, then Service Provider will bear all cost related to such litigation on behalf of Company.

4. Financial Requirement:

1. Service Provider will maintain cash flow for disbursement of salary/wages as per A-3 of price schedule at least for next two months.

2. Service Provider will disburse salary /wages as per A-3 of price schedule on last working day of each month in order to establish consistency with company policy.
3. Service Provider will disburse salary/wages through online-centralized method and submit paid vouchers of centralized paid for reimbursement of wages as mentioned in A-3 of price schedule.

5. Insurance Liability

1. Service Provider **will register each resource with reputed insurance company having credit rating AA+ as Group Life Insurance.**
2. Insurance company will be approved by IESCO before entering in the agreement with Insurance Company.
3. Company shall be responsible to pay the insurance amount including compensation as admissible under The Workers Compensation ACT 1923 to the deceased /affectless in case of Fatal or Non Fatal accident.
4. In case of litigation from resources to insurance company, IESCO will not responsible for such litigation and Service Provider will resolve the litigation related to insurance and resources with intimation to company.
5. In case IESCO has to incur any cost of litigation, the same cost shall be borne by the service provider whatsoever.

6. Social Security

1. In case successful bidder is not registered with social security in jurisdiction of IESCO, the service provider will register with government recognized social security agency before commencement of contract.
2. Service Provider will ensure all benefits to each resource as admissible under the law

7. Uniform and Safety Shoes

1. Service Provider will provide the Uniform and safety shoe as per D-1 and D-2 of price schedule in accordance with NEPRA safety code 2024.
2. Quality and standard of uniform and safety shoes will be approved by Director Safety IESCO Islamabad and will provide certificate.

8. Tool & Plant/ PPE.

1. Company will provide a set of necessary T&P and PPE against each resources as per standard of Director safety to Service Provide.

2. Service Provider will be responsible for to maintain such T&P and PPE.
3. In case of any resources quits the job and any other reasons, the same T&P will be return to IESCO by the company or transfer to new deputed resource whatever the case.

9. Working duration of Manpower

1. Company being government entity and signatory of ILO therefore, ILO obligation will be adhered strictly.
2. Working hour will be 8 hours in a day in different shift under concerned SDO jurisdiction.
3. Resources will work 6 day a week or any other requirement of concerned SDO.
4. In case of over time, the resources will be entitled for over time max Rs. 6000.00 per month.

10. Fines & Penalties

Sr.	Summary of Penalties	Penalties in PKR
1.	Attendance less than 90% (Absent) * It should be the responsibility of Service Provider to maintain 90% attendance (each day) of HR as mentioned in the Contract. In case any of service provider's personnel(s) as mentioned under the contract is (are)absent / (for every missing personnel that was required to stay on duty for that particular day) a penalty equal to 500 plus the amount of daily wage (which will be calculated on the basis of 26 days per month) shall be deducted from the service provider's Monthly Invoice. i.e., Penalty= 500 plus	500 plus the amount of daily wage. (Amount of daily wage rate will be calculated on the basis of 26 days per month)
2.	Service Provider Fails to enroll 100% HR.	2000 per month plus Monthly Wage Rate per Personnel.
3.	Staff is found without uniform.	Rs. 200.00 will be charged for each such staff for that particular day.

Sr.	Summary of Penalties	Penalties in PKR
4.	In case any of service provider's personnel deployed under this work order is not present at his assigned place (arrive late or leave early) during inspection.	Penalty of Rs. 200/- per day. Per person .
5.	If any worker (after worked for complete month) not get paid minimum wage as per mentioned in price schedule	Rs. 5,000 / staff shall be imposed for that month.
6.	Any complaint like misbehave, theft, financial benefits.	2000 per incident and respective staff Must be replaced immediately.

11. Law and Order:

- i. Service Provider will deploy good character resources and for the purpose police verification of each resource shall be provided.
- ii. If the strike continues for more than 5 days, the process for termination of contract and forfeiture of Performance guarantee may be initiated after the generation of an official report by office.
- iii. In case damage occurs due to gross negligence or unsatisfactory performance of the service provider, the procuring agency reserves the right to withhold Performance Guarantee or recover the damages, occurred to the equipment / infrastructure of the office due to such negligence, from the invoice of service provider or do both.

12. Assistant Lineman (Operation):

The Assistant Lineman (ALM) plays a vital role in supporting the operation and maintenance of distribution system. The position assists linemen and technical staff in ensuring the continuous, safe, and reliable delivery of electric power to consumers. The incumbent is responsible for performing field-based technical and manual tasks related to line construction, repair, service connection, meter installation, removal, and preventive maintenance, under the supervision of experienced linemen and supervisors.

The role demands physical fitness, awareness of electrical hazards, and strict adherence to safety protocols while executing operational duties in diverse weather and terrain conditions.

13.1 Key Roles and Responsibilities

A. Line Construction, Maintenance & Fault Repair

- Assist in erection, stringing, and maintenance of 11kV and LT overhead lines and underground cables.
- Participate in replacement of damaged poles, cross-arms, conductors, insulators, and jumpers.
- Help identify, locate, and repair faults and tripping in the distribution network promptly to restore supply.
- Support load shifting, reconfiguration, or diversion of feeders as per instructions from the operations team.
- Participate in preventive and corrective maintenance activities as scheduled by the sub-division.

B. Service and Metering Operations

- Assist in installation of new service connections (single-phase and three-phase) under supervision.
- Help in installation, removal, or replacement of meters, cut-outs, fuses, and service drop wires.
- Support disconnection and reconnection of consumer premises as per the instructions of competent authority
- Ensure the use of proper wire gauge, insulation, and connection standards during field work.
- Maintain record of service works completed and report irregularities such as illegal connections or meter tampering.

C. Safety and Grounding Responsibilities

- Follow standard operating procedures (SOPs) for safety during energized and de-energized work.
- Ensure proper use of PPE including gloves, safety belt, helmet, rubber sleeves and safety shoes.

- Assist in installation and removal of portable temporary grounding sets during shutdown or maintenance operations.
- Maintain safe distance from live conductors, energized equipment, and ensure barricading of work area.
- Immediately report any unsafe condition, near-miss incident, or electrical hazard to the supervisor

D. Support in Field Operations

- Assist linemen in climbing poles, stringing conductors, and fitting line hardware.
- Participate in routine patrolling of 11kV feeders and LT lines to identify faults, theft, or technical losses.
- Support transformer maintenance, oil checking, and fuse replacement as per instructions.
- Perform shutdown maintenance and line clearance activities when required.
- Work during emergencies, storms, and breakdowns to help restore supply swiftly.

E. Tools, Equipment and Material Management

- Handle tools, ladders, and climbing equipment with care, and report any defect or damage immediately.
- Ensure all electrical tools and testing instruments are used safely and stored properly after use.
- Assist in loading, unloading, and transporting poles, conductors, insulators, and transformers.
- Maintain cleanliness and order at the work site before and after completion of job.

F. Documentation and Reporting

- Report job completion, material usage, or field observations to the Lineman or Line Superintendent.
- Assist in maintaining work orders, outage reports, maintenance logs, and inspection registers.
- Communicate any faults, unsafe conditions, or discrepancies observed during operations to the concerned authority.

Core Values and Behavioral Expectations

- **Integrity:** Maintain honesty and accountability in all duties.
- **Safety First:** Follow all safety instructions and promote a zero-accident culture.
- **Teamwork:** Cooperate and coordinate effectively with colleagues and supervisors.
- **Responsibility:** Take ownership of assigned tasks and maintain punctuality.
- **Public Service:** Exhibit courteous behavior toward consumers and represent the organization professionally.



Contract form-1

Salary Disbursement Report Format

Salary Disbursement Report				
As per Prevailing Labour Laws, Minimum Wage Rate and any other				
For the Month				
Sr.	Name of Personnel	CNIC	Signature	Evidence of payment i.e. Crossed cheque etc.

* To be Provided by Service Providers and attach with the Monthly Invoices from 2nd Month onward.

Contract form-2

Name of Month

Monthly Comprehensive Attendance & Penalty Calculation of Services for the Month of (xxx) (Based on Bio-Metric & Manual Attendance)

Sr	Name	CNIC	Designation	Shift/ Deployment Place	Bio-metric Attendance	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31					
1																																									
2																																									
3																																									
4																																									
5																																									
6																																									
7																																									
8																																									
9																																									
10																																									
Required /Deployed																																									
Total Present on each Day																																									
Total Absent /Missing Personnel per Day																																									
No of Late Arrival, early leave, Vacant Point per day																																									
Penalty on absent /Missing per day																																									
Total Penalty on each Day																																									

Daily Wage Rate = as per rice schedule rate

**MECHANISM
FOR BLACKLISTING OF
CONTRACTORS / CONSULTANTS /
MANUFACTURERS**



**Approved by IESCO Board of Directors (BoD) in its
178th Meeting held on 23rd August 2019.**

ISLAMABAD ELECTRIC SUPPLY COMPANY (IESCO)

28th October, 2019



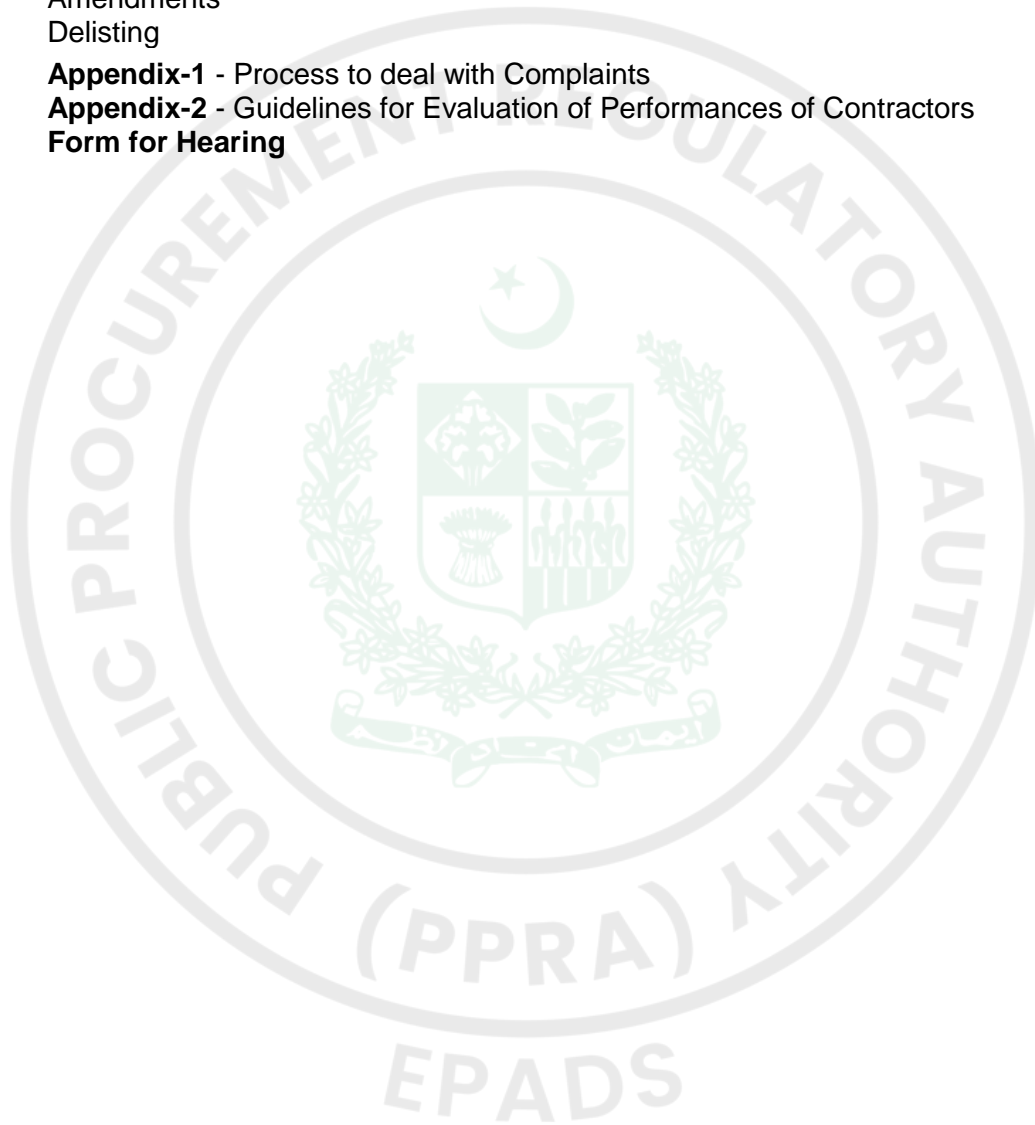
DISCLAIMER

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 Report:** 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 warranty
- 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.

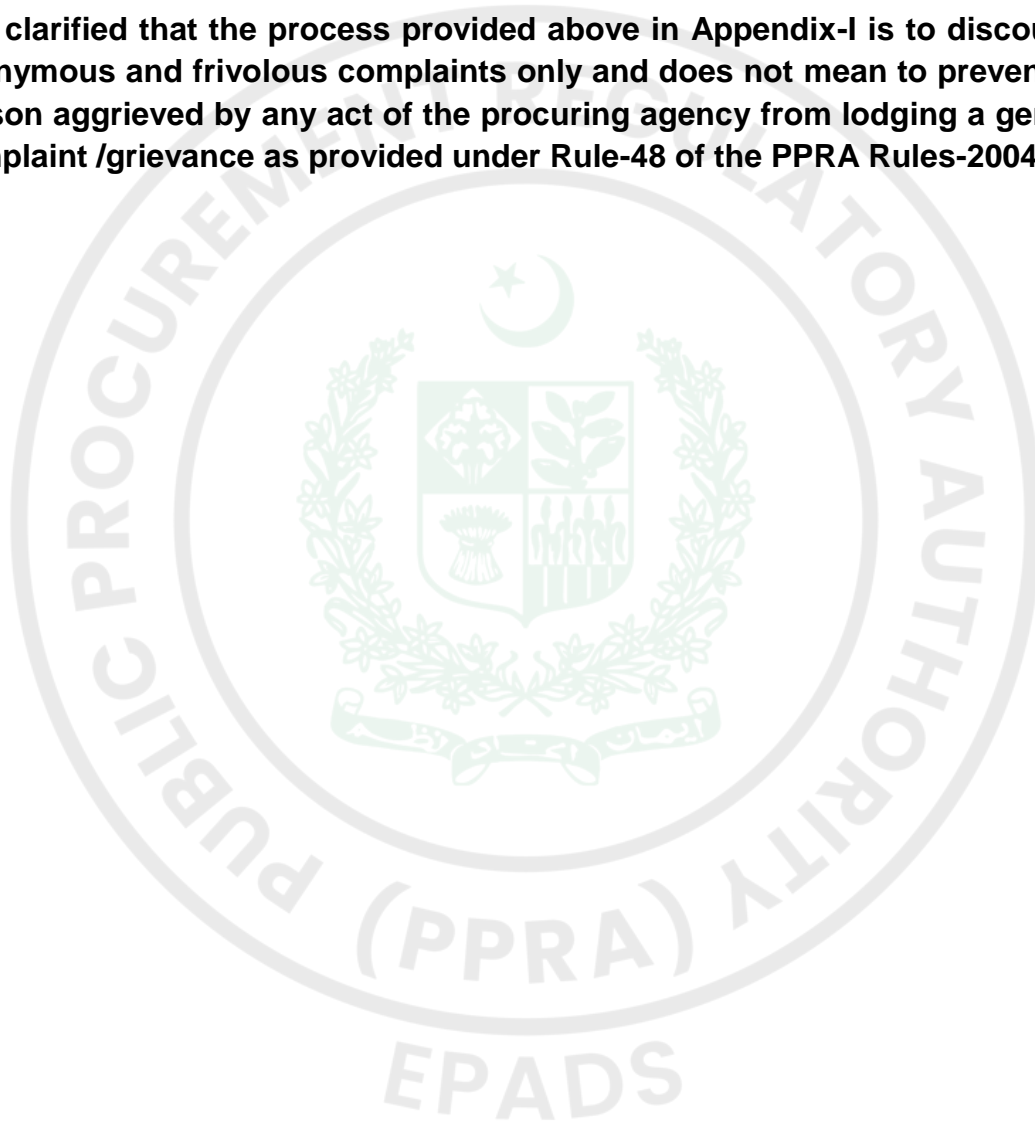
Provision of guidelines of international donor agencies and PPRA provides sufficient opportunity to bidders for redressal of their grievances. Hence, the attempts made by the bidders during evaluation process or thereafter to influence the contract award decisions fall under the definition of corrupt 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.



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 Head Office,
Street No. 40, Sector G-7/4.
Islamabad - 46000**

2.3 Special Requirements

The bidder shall be required to demonstrate Minimum financial resources equal to twice the monthly requirement

1. Minimum monthly financial requirements are as follows:

Sr #	AREA	RATE 26	
		DAY/MONTH	RATE 2 MONTH
1	ATTOCK	15,275,416.00	30,550,832.00

Note:

- I. **Bidders obtaining at least 60 Marks shall be considered technically responsive and financial bids of only technically responsive bidders shall be opened accordingly**

Weightage of Technical Score (St) is 60%

Weightage of Price (Sf)

$$S_f = (F_m/F) \times 100$$

F_m = Lowest bid Price

F = Price of bidder

Combine Score (Sc)

$$S_c = S_f \times 40\% + S_t \times 60\%$$

Documentation Requirement

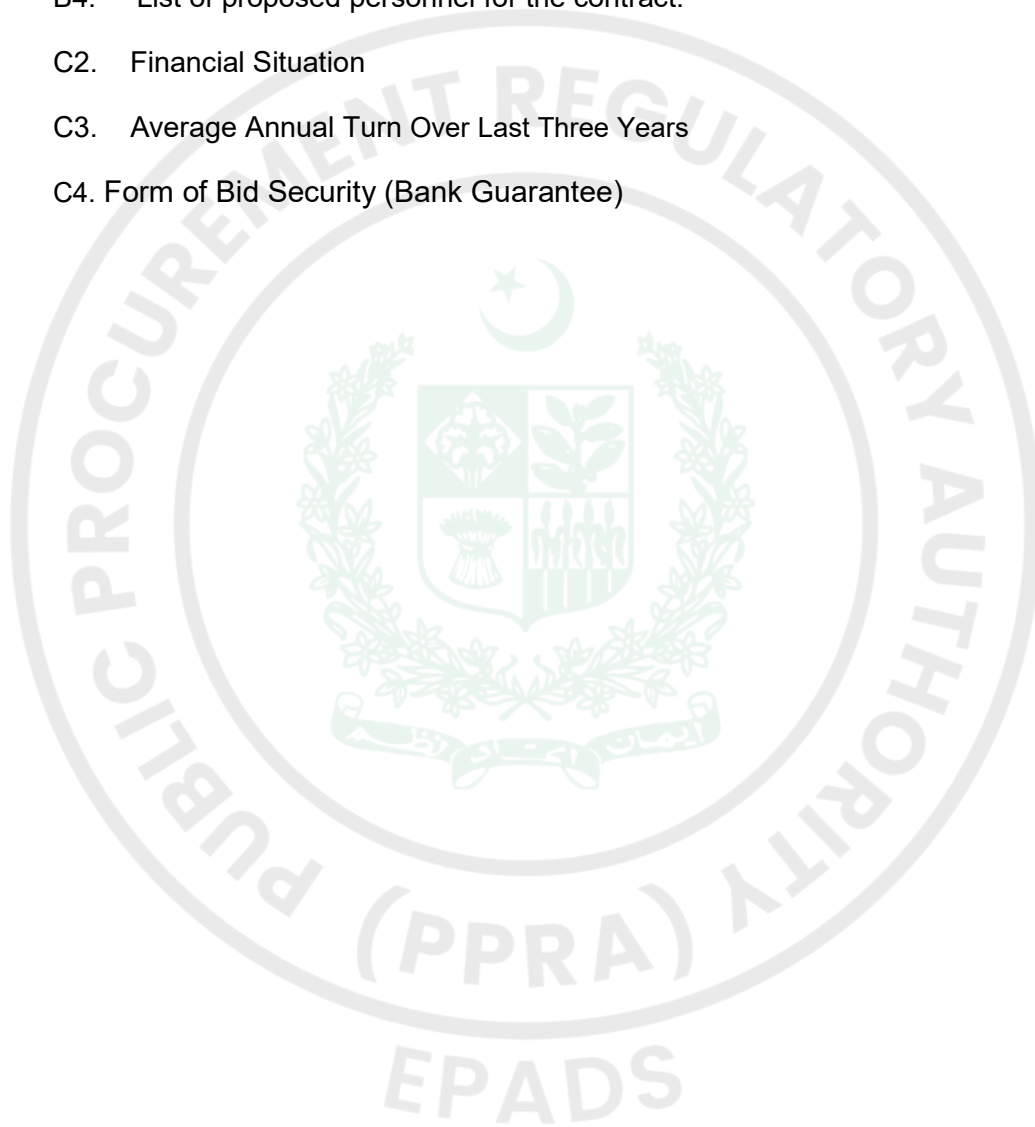
1. Registration copy of every required registration & certificate as mentioned above and in anywhere in the bidding documents.
2. Firm must demonstrate positive net worth of last three year and shall be determined from Audited Financial Reports.
3. Performance certificate from the clients served in chronological order.
4. The bidder should not have been blacklisted with PPRA, any / govt dept / autonomous body / Private (please submit stamp paper worth Rs.300 duly notarized).
5. The bidder should not have any pending litigation with any department/autonomous body/private in any court of law (please submit stamp paper worth Rs.300 duly notarized).
6. Observing of the minimum Wages (please submit stamp paper worth Rs.100 duly notarized).
7. All other terms & conditions as mentioned in Bidding Documents.

8. In case, bidder in JV submits bid then each member of bidder shall be jointly and severally liable to procuring agency during currency of contract. All member shall be authorized with power of attorney to lead partner for submission of documents and etc.



Technical/Financial Proposal – Standard Forms

- B1. Technical Proposal Submission Form
- B2. General information/Firms/Bidders Profile
- B3. Firm's competence and experience in providing services of Human Resource of a similar nature in a timely and efficient manner.
- B4. List of proposed personnel for the contract.
- C2. Financial Situation
- C3. Average Annual Turn Over Last Three Years
- C4. Form of Bid Security (Bank Guarantee)



(B1)

Technical Proposal Submission

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

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

To: *[insert complete name of Procuring agency/Company]*

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

In submitting our Bid, we make the following declarations:

- (a) **No reservations:** We have examined and have no reservations to the bidding document, including addenda issued in accordance with Instructions to Bidders and IESCO Blacklisting Mechanism.
- (b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with Instructions to bidder (ITB);
- (c) **Conformity:** We offer to execute services in conformity with the bidding document and in accordance with the Scope of Services: *[insert a brief description of the SERVICES]*;
- (d) **Bid Validity Period:** Our Bid shall be valid for the period 180 Days from the date fixed for the Bid submission deadline, and it shall remain binding upon us, and may be accepted at any time before the expiration of that period;
- (e) **Performance Security:** If our Bid is accepted, we commit to obtain a performance security in accordance with the bidding document;
- (f) **One Bid per Bidder:** We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other bid(s) as a Joint Venture member or as a subcontractor, and meet the requirements;
- (g) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or any other services for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Procuring agency/Company. Further, we are not ineligible under Pakistan laws;
- (h) **State-owned enterprise or institution:** *[select the appropriate option and delete the other] [We are not a state-owned enterprise or institution] / [We are a state-owned enterprise or institution]*;
- (i) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (j) **Not Bound to Accept:** We understand that you are not bound to accept the Most Advantageous Bid or any other Bid that you may receive; and
- (k) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us, or on our behalf, engages in any type of Fraud and Corruption.

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

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

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

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

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

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

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

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



B.2 General Information of Firms/ Firms/Bidders Profile

Name and address of applicant:

Type of applicant: (Public limited, private, limited, private practice, wholly owned subsidiary, sole proprietor, etc.)

Date established:

Name and address of applicant bankers:

Whether the applicant is registered with Income Tax Department under Pakistani Law? (if so provide)

Registration:

Registration No. -----

PRA Registration

FBR Registration

Financial Position (Name of Banks, Certificate of Financial position, Copy of Audited Annual Accounts (of last 3 years) Tax Registration (NTN/STN/FTN)

Number of Experts/ Consultant/ Human Resource Base:

CEO / Managing Director:

Contact Person:

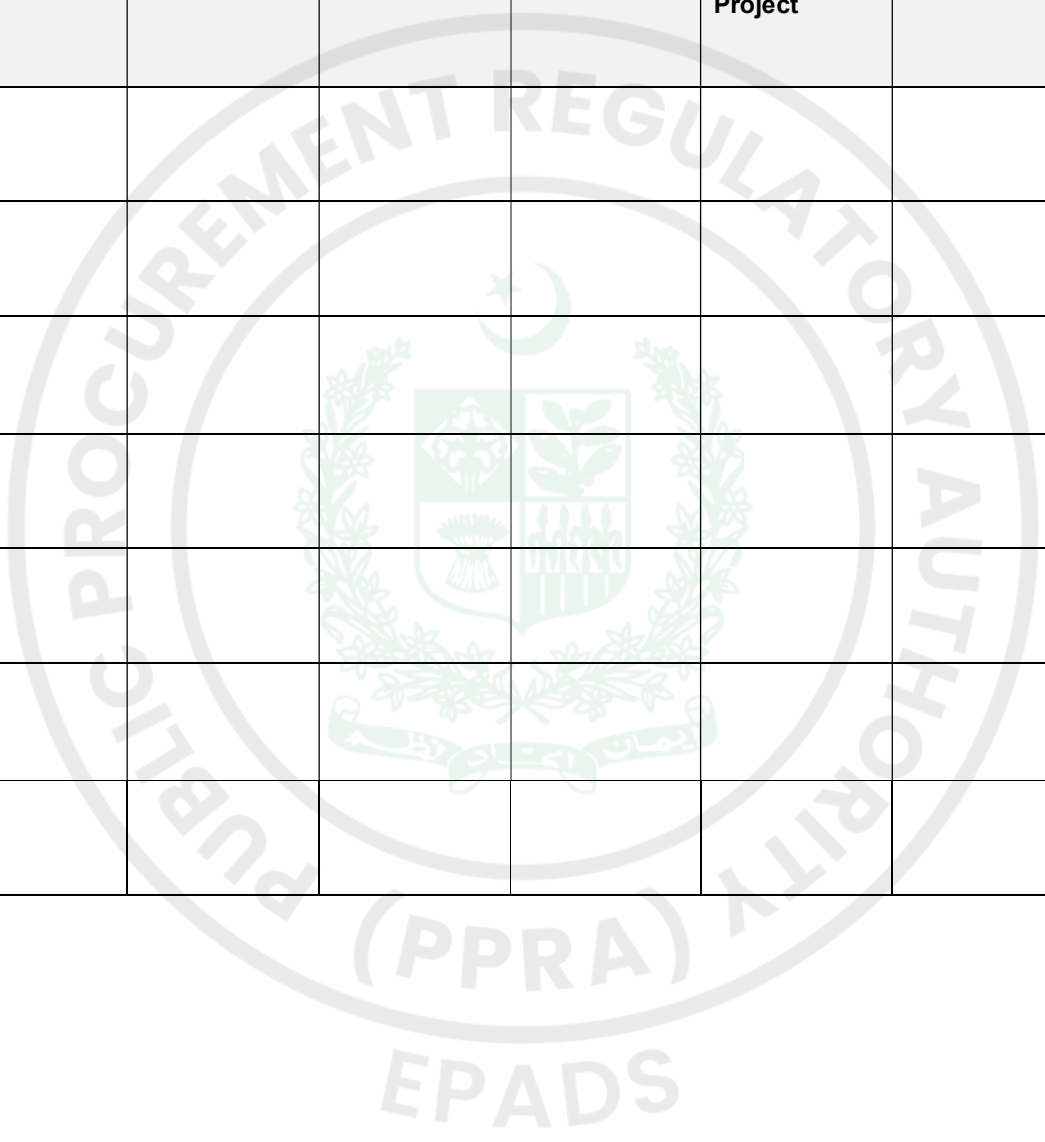
Telephone numbers:

Fax number:

Email Address:

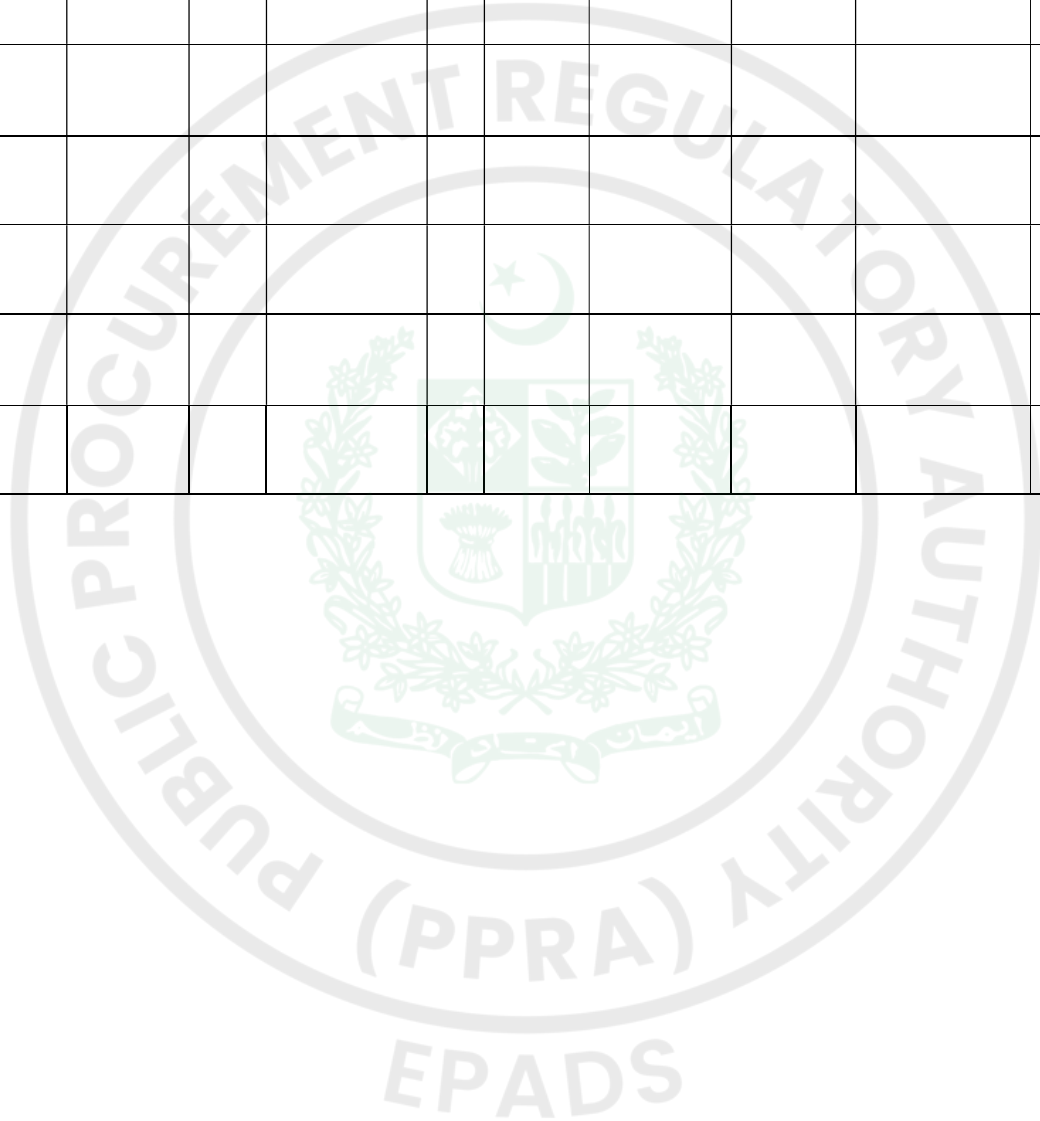
B3. Firm's competence and experience in providing services supply of resources organization of equivalent size in a timely and efficient manner

Name of Client	Name of Assignment/ Project	Period of Assignment/ Project	Value of Assignment / Project	Present Status of the Assignment/ Project	Number of unskilled Personnel Provided



B-4. List of proposed personnel for the contract.

Name of Personnel	CNIC	District /Domicile	Category	EOBI registration No.	Age	Education	Relevant Experience	Year of Education	with last employer, its address, and Phone	Crime record of proposed



C-2**Financial Situation**

Description	Years PKR		
	Year-1	Year-2	Year-3
Assets			
Liabilities			
Net worth			

C-3**Average Annual Turnover of Last three years**

Years	PKR
Year-1	
Year-2	
Year-3	
Total	
Average Annual Turnover	

C4.

Form of Bid Security (Bank Guarantee)

_____ [Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: _____ [Name and Address of Company]

Date: _____

BID GUARANTEE No.: _____

We have been informed that _____ [name of the Bidder] (hereinafter called "the Bidder") has submitted to you its bid dated _____ (hereinafter called "the Bid") for the execution of _____ [name of contract] under Invitation for Bids No. _____ ("the IFB").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we _____ [name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of _____ [amount in figures] (_____) [amount in words] upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by the Company during the period of bid validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the performance security, in accordance with the ITB.

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; and (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy your notification to the Bidder of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of the Bidder's bid.

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

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

[signature(s)]

UNDERTAKING FOR CONFLICT OF INTEREST

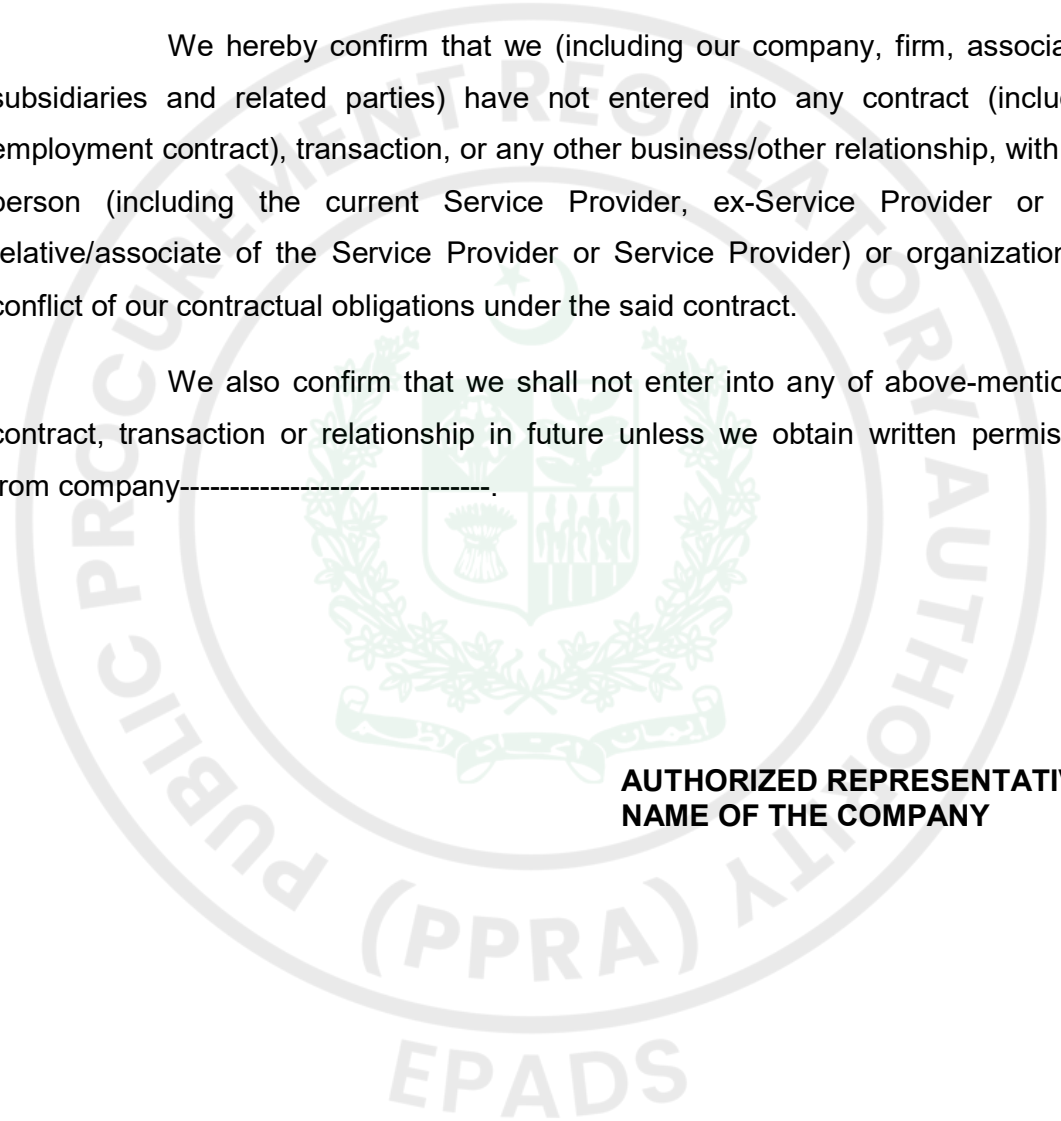
On non-judicial stamp Paper Rs.100

Reference to the contract / purchase order / supply order no. -----
----- Titled----- dated -----, which we have entered into /
received from the-----.

We hereby confirm that we (including our company, firm, associates, subsidiaries and related parties) have not entered into any contract (including employment contract), transaction, or any other business/other relationship, with any person (including the current Service Provider, ex-Service Provider or any relative/associate of the Service Provider or Service Provider) or organization, in conflict of our contractual obligations under the said contract.

We also confirm that we shall not enter into any of above-mentioned contract, transaction or relationship in future unless we obtain written permission from company-----.

**AUTHORIZED REPRESENTATIVE
NAME OF THE COMPANY**



UNDERTAKING FOR MINIMUM WAGE RATE

To

Director General (HR) IESCO Islamabad

SUBJECT: Undertaking for Minimum Wages to Staff / Resource as per price schedule

Respected Sir

It is undertaken that M/S _____ is currently practicing the under mentioned human resource policy and also will continue to practice the same in future under the contract named “_____”. Any non-compliance in below mentioned shall be headed towards the breach of contract.

1. Provision of minimum wage as notified by the Government of Punjab/ICT/IESCO (BOD) applicable for the period of Contract.
2. Child Labour is forbidden under the contract. Children under the age of 18 years will not be employed, as per the Pakistani law.
3. All Labour laws including social Security and EOBI etc. are applicable in the Contract and will remain the responsibility of the Service Provider.
4. Our firm NTN Number is _____ and it was established in _____

Note: All tender terms and conditions are accepted as laid down in the tender inquiry Regards

Mr. _____

M/s _____

Note:

I. This will be printed on stamp paper worth Rs. 100. Duly attested by notary public

II. In case of non-compliance of minimum wages conditions, contract will be terminated subsequently case will be led for blacklisting



Financial Proposal – Standard Forms

C1. Financial Proposal Submission Form

Price Schedule C1



C1. – Financial Proposal Submission Form

Director General (HR)
Islamabad Electric Supply Company (IESCO)
St# 40 Sector G-7/4 Islamabad

Sir,

We, the undersigned, offer to provide services for provision of “-----
-----” in accordance with your Request for Proposal and our Proposal
(Technical and Financial Proposals). Our attached Financial Proposal is for the sum of
[Amount in words and figures]. This amount is inclusive of all the local taxes, duties,
fees, levies and other charges applicable on our agency/firm under the Pakistani law.

Our Financial Proposal shall be a binding upon us subject to the modifications
resulting from Contract negotiations, up to expiration of the validity period of the
Proposal, which is ----- number of calendar days, applicable from the date of
advertisement.

Though included in the above-mentioned fee and gratuities, if any, paid or to be
paid by us to agents relating to this Proposal and Contract execution, if we are
awarded the Contract, are listed below:

Name and Address of Agents	Amount in Pak Rs.	Purpose of Company or Gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature:

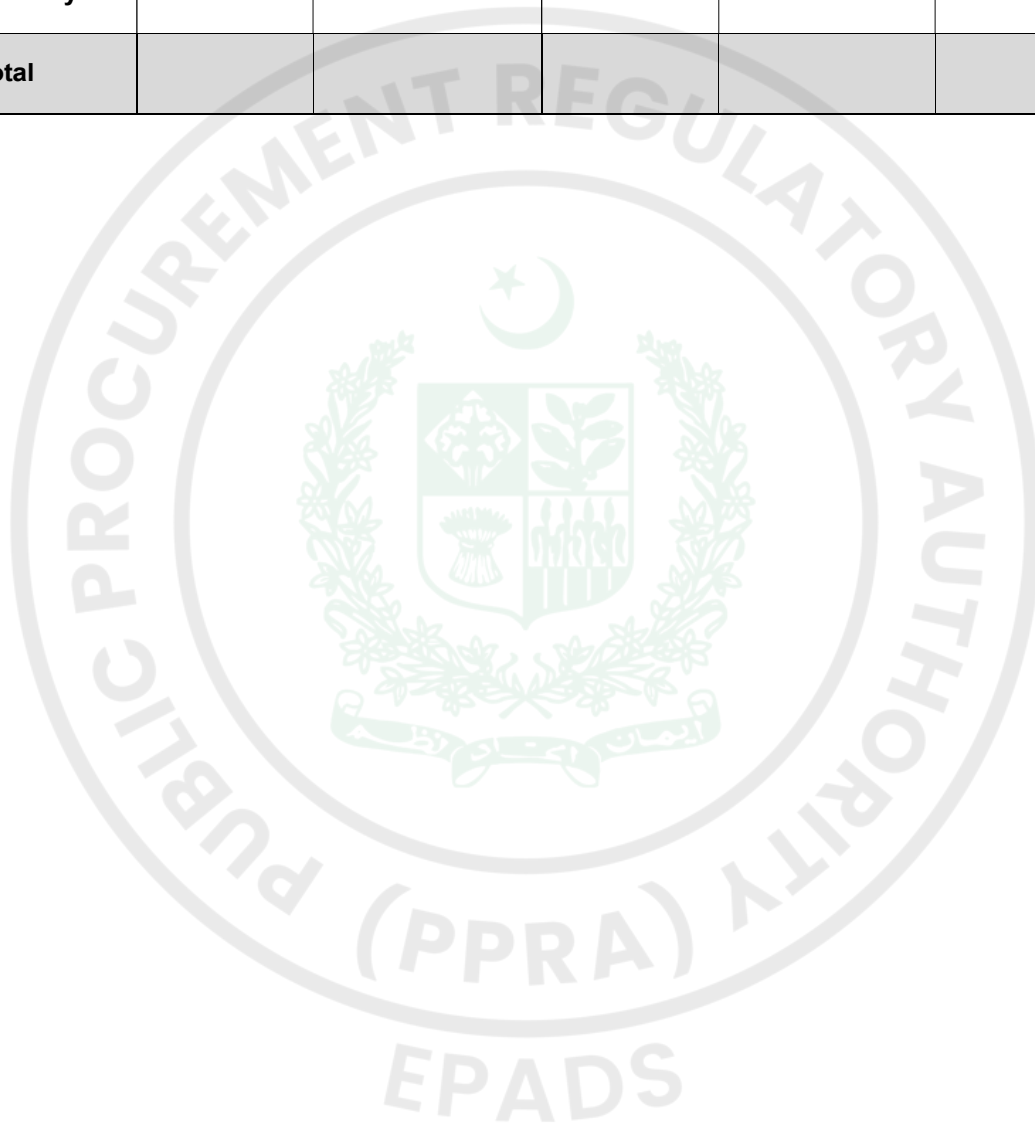
Name and Title of Signatory:

Name of Firm:

Address:

C – I – Summary of Costs

No.	Description	Total Salary Payment	Total Management Fees	Total Statutory Payment	Total Accessories Payment	Total Quoted Price
		(PKR In Millions)				
1	Un Skilled					
	Discount if Any					
	Grand Total					



C – I – (A) – Price Schedule

No.	Description	Category	Designation	Quantity In Nos.	Base Rate /Govt Minimum Wages Rate/Per Person Per Day	Total Contract Rate per Year / Per person	Total Contract rate / Year
1	2	3	4	5	6	7	8 = (5x7)
1	Un-Skilled						
Grand Total							



C – I Price Schedule (ALM)

(Name of Jurisdiction /Area: Attock Circle

No.	Category of Payment	Sr.	Description	Total Quoted Price (PKR) without GST
A.	Personnel Salary	A-1	Base Rate / Notified Minimum Wages Rate/Per Person Per Day	
		A-2	Quoted Rate in (%) Per Person Per Day (Equal or greater of Base Rate)	
		A-3	Rate in PKR Per Person Per Day (A-3=A-1 x quoted percentage in A-2)	
		A-4	Total Rate (A-4 = A-3) per day per person	
		A-5	Total Contract Rate / Person / Month (26 Days) (A-5= A-4 x 26)	
		A-6	Total Contract Rate / Person / Year (A-6=A-5 x 12)	
B.	Management's Fee / Charges	B-1	Management Fees Per Person Per Day (%age) of A-1 (base Rate)	
		B-2	Total Rate of Management fees in Amount Per Person Per Day (B-2=A-1x quoted percentage in B-1)	
		B-3	Total Rate of Management Fees in Amount per person for 26 Days =(B-3=B-2x26)	
		B-4	Total Rate of Management Fees in PKR Person / Year = (B-4=B-3 x 12)	
C.	Statutory Payment	C-1	EOBI Contribution per person Per Month	
		C-2	Social Security Contribution per person Per Month	
		C-3	GLI (Fatal and non-Fatal) Insurance Contribution per person Per Month	
		C-4	Total of Statutory Payment per person Per Month C-4 = C-1+C-2+C-3)	
		C-5	Total Rate of Statutory in Amount per person per year (C-5=C-4x12)	
D.	Accessories	D-1	Payment for Uniform (02 Nos. Uniform per person per Year) As per TOR	

	Payment	D-2	Payment for Shoes (01 Pair of Shoes per person per Year) As per ToR	
		D-3	Total payment /Year (D-3 = D-1+D-2)	
Grand Total / Person / Month (A-5+B-3+C-4)				
Grand Total / Person / Year (A-6+B-4+C-5+D-3)				



Notes:

1. Management Fees shall include all taxes and duties applicable as per Law, however management Fees will exclude GST and PST, the same shall be reimbursable upon submission of original Invoices on annex-C
2. In case of change of minimum wages rates as and when notified by Govt., IESCO is committed to pay the firm based on updated calculations using the new prevailing/revised rates, however, quoted price in Percentage (A-2) shall remained fixed and firm.
3. Firm is obligated to pay as per quoted rate (A-3) to the hired manpower/ personnel. Firm will make necessary revision by taking into account of revised rates as and when notified by Govt. IESCO reserves the right to ask for documentary evidence in this regard.
4. In case of revision of Minimum-wages as and when required the necessary amendment shall be made in price schedule with approval of competent authority.
5. Observance of minimum wages of respective category is mandatory legal requirements. Service Provider must submit an affidavit with the Technical Bid that quoted rates are equal or higher than minimum wages notified by Govt. and as given in above Table. In case of non-compliance, same shall be treated as reason of disqualification.
6. The Percentage margin and management Fee percentage (%) quoted by the Service Provider shall remain fixed and non-negotiable throughout the currency of the contract. Management fee shall be considered on base rate as mentioned in A-1 of price schedule.
7. Services Provider will pay wages as quoted in A-3 of price schedule through online method in individual accounts on last working day of every month, in case Service provider delay in payment of wages beyond last working day then 0.5% per day of management fees shall be deducted as liquidate damages which will not be refunded in any case.
8. Wages Transfer vouchers shall be provided to concerned DDO on last working day of months.
9. The Service Provider must strictly comply with all prevailing Labour, industrial, commercial laws, including but not limited to:
 - a. Minimum Wage Laws
 - b. Social Security Ordinances

-
- c. Life Insurance Requirements
 - d. The Industrial and Commercial Employment (Standing Orders) Ordinance, 1968.

Note: IESCO reserves the right to seek documentary proof of such compliance at any time. Failure to comply shall result in termination of the contract, forfeiture of Performance Guarantee, and potential distribution of withheld invoice amounts directly to the affected personnel.

- 10. The salaries of personnel shall automatically be adjusted in accordance with any revisions to the minimum wage/package schedule or rates, as officially notified. The bidder shall be obligated to implement any such increase in the minimum wage for its Service Provides.
- 11. The Service Provider must ensure all deployed personnel through a reputable insurance company such as NICL or equivalent having PCRA rating AA+ for Fatal and Non-Fatal accident. In the event of a fatal or non-fatal accident, the Service Provider shall ensure payment of claims in accordance with the prevailing Government of Pakistan policies.
- 12. OPD/IPD shall be covered from Social Security as quoted in C-2 of Price Schedule.
- 13. Personnel engaged under this contract shall not be entitled to receive any benefits such as Travel Allowance (TA/DA), medical allowance, housing, or transportation benefits from IESCO.
- 14. Hiring of Personnel will be dealt separately for each category.
- 15. IESCO will reserve the right to award the contract to the lowest bidder accordingly.
- 16. Service Provider is responsible for security clearance and Medical Fitness of each personnel for this contract, for the purpose contractor shall provide Medical Fitness Category "A" Certificate and Police Clearance Certificate.
- 17. The number of personnel indicated in the bidding documents is tentative and provided solely for the purpose of bid evaluation, the quantity of resources may increase or decrease as the case may be during currency of contract, however rates remain same as mentioned in respective category of price schedule for each addition of manpower.
- 18. The Service Provider shall be obligated to maintain a ready and verified pool of trained resources during currency of contract, sufficient to meet any additional resources demands raised by IESCO at any time.
- 19. Upon demand by IESCO, the Service Provider must ensure the deployment of additional required personnel within the committed response time, not exceeding

the period specified in the Contract (or as mutually agreed in writing for exceptional circumstances).

20. Failure to provide the additional required resources from the ready pool within the stipulated timeline shall entitle IESCO to:

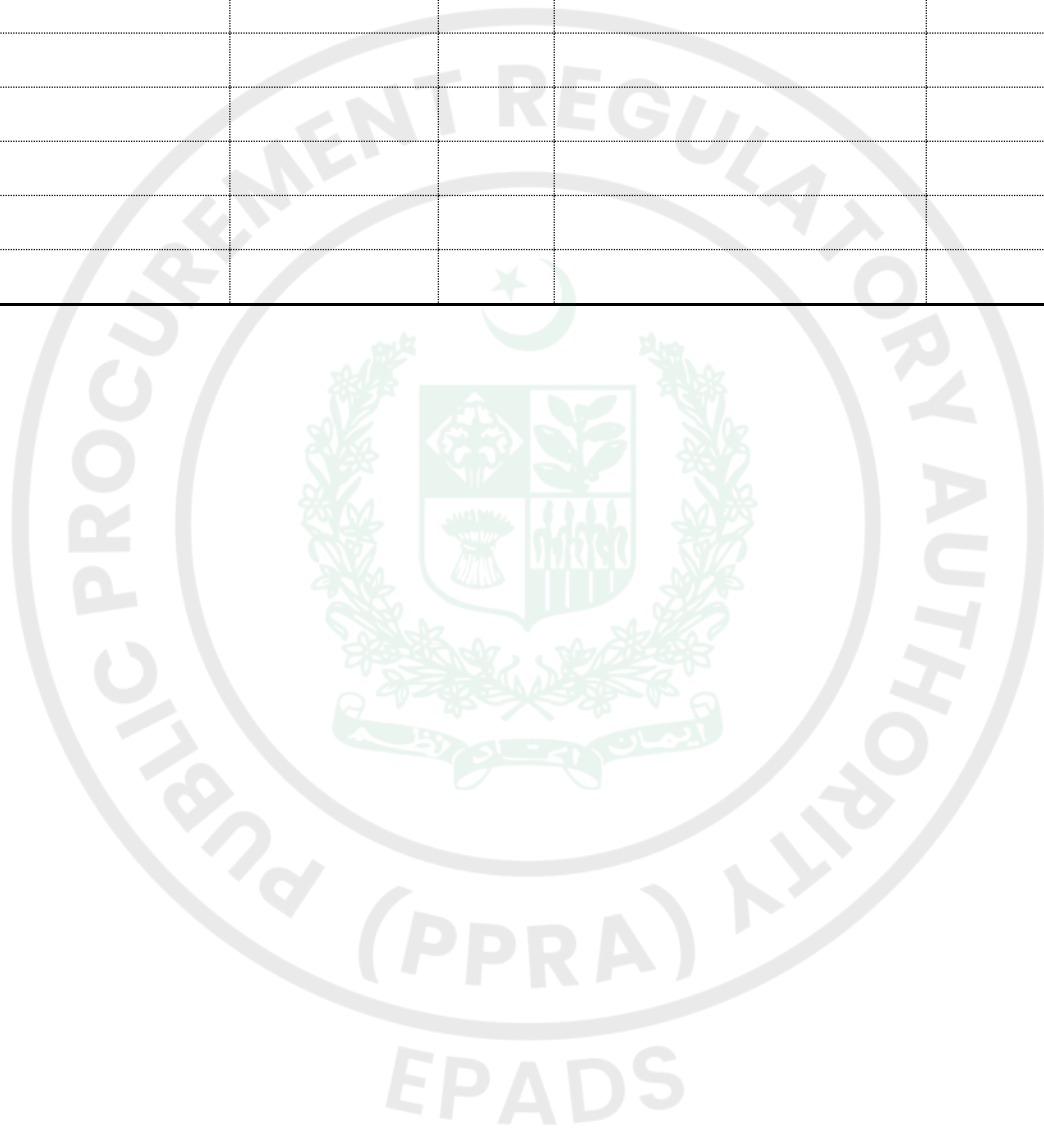
- Impose penalties as per the Contract's penalty clauses;
- Deduct the equivalent cost from the Service Provider's invoices;
- Initiate termination proceedings, if non-compliance persists.



Past Experience / Contracts

Contracts over *[insert amount]* during the last three years:

Procuring Agency	Value	Year	Goods/Services Supplied	Country of Destination



Historical Contract Non-Performance, and Pending Litigation and Litigation History

[The following table shall be filled in for the Applicant and for each member of a Joint Venture]

Applicant's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member Name: *[insert full name]*

IFP No. and title: *[insert IFP number and title]*

Page *[insert page number]* of *[insert total number]* pages

<input type="checkbox"/> Not debarred due to deviation from commitment of Bid Securing Declaration- <input type="checkbox"/> Not debarred due to non-performance			
Year	Non-performed portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and PKR equivalent)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Procuring Agency: <i>[insert full name]</i> Address of Procuring Agency: <i>[insert street/city/country]</i> Reason(s) for nonperformance: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>
Pending Litigation, in accordance with Section III, Qualification Criteria and Requirements			
<input type="checkbox"/> Pending litigation in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.3 as indicated below.			
Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), US\$ PKR Equivalent (exchange rate)

<i>[insert year]</i>	<i>[insert amount]</i>	<p>Contract Identification: [indicate complete contract name, number, and any other identification] Name of Procuring Agency: <i>[insert full name]</i> Address of Procuring Agency: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Procuring Agency" or "Supplier"]</i> Status of dispute: <i>[Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]</i></p>	<i>[insert amount]</i>
<input type="checkbox"/> No consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4. <input type="checkbox"/> Consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4 as indicated below.			
Year of award	Outcome as percentage of Net Worth	Contract Identification	Total Contract Amount (currency), PKR Equivalent (exchange rate)
<i>[insert year]</i>	<i>[insert percentage]</i>	<p>Contract Identification: [indicate complete contract name, number, and any other identification] Name of Procuring Agency: <i>[insert full name]</i> Address of Procuring Agency: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Procuring Agency" or "Supplier"]</i> Court/ arbitral award decision: <i>[Indicate if the award decision was against the Applicant or any member of a joint venture.]y]</i></p>	<i>[insert amount]</i>

Current Contract Commitments / Contracts in Progress Form

1. Name of Contract(s)
2. Procuring Agency Contact Information [insert address, telephone, fax, e-mail address]
3. Value of outstanding contracts [current PKR equivalent]
4. Estimated Delivery Date
5. Average monthly invoices over the last six months (PKR/mon.)

Financial Situation and Performance

[The following table shall be filled in for the Applicant and for each member of a Joint Venture]

Applicant's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member Name: *[insert full name]*

IFP No. and title: *[insert IFP number and title]*

Page *[insert page number]* of *[insert total number]* pages

1. Financial data

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

* Refer ITA 14 for the exchange rate

3. Financial documents

The Applicant and in case of JV, members of JV shall provide copies of financial statements for *[number]* years pursuant Section III, Qualifications Criteria and Requirements. The financial statements shall:

- (a) reflect the financial situation of the Applicant or in case of JV member, and not an affiliated entity (such as parent company or group member).
 - (b) be independently audited or certified in accordance with local legislation.
 - (c) be complete, including all notes to the financial statements.
 - (d) correspond to accounting periods already completed and audited.
- Attached are copies of financial statements¹ for the *[number]* years required above; and complying with the requirements.

¹ If the most recent set of financial statements is for a period earlier than 12 months from the date of Application, the reason for this should be justified.

Average Annual Turnover (Annual Sales Value)

[The following table shall be filled in for the Applicant and for each member of a Joint Venture]

Applicant's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member Name: *[insert full name]*

IFP No. and title: *[insert IFP number and title]*

Page *[insert page number]* of *[insert total number]* pages

Annual Turnover Data			
Year	Amount Currency	Exchange rate* (If applicable)	PKR equivalent
<i>[indicate calendar year]</i>	<i>[insert amount and indicate currency]</i>		
			Average Annual Turnover **

* Refer ITA for date and source of exchange rate.

** Total PKR equivalent for all years divided by the total number of years. See Section III, Qualification Criteria and Requirements, ITA.