



# **PESHAWAR ELECTRIC SUPPLY COMPANY**

## **NATIONAL STANDARD BIDDING DOCUMENTS FOR PROCUREMENT OF (ELECTRICAL WORKS)**

**(Single Stage Single Envelop e-Bidding Procedure)**

**(National Competitive Bidding)**

**TENDER NO. PD (CONSTRUCTION) / PESCO / NCB-01-2026**

**FOR PROCUREMENT OF**

**BIFURCATION OF 11 KV KARO FEEDERS. (RETENDER)**

**OFFICE OF THE  
PROJECT DIRECTOR (CONSTRUCTION) PESCO  
SALWAN BUILDING PESHAWAR CANTT: OPPOSITE BILOR PLAZA  
PHONE No.091-9212094  
e-mail id: pescopdco@gmail.com**

## **PREFACE**

Public Procurement is carried out in Pakistan in accordance with the provisions laid down in Public Procurement Regulatory Framework consisted of Public Procurement Ordinance- 2002; Public Procurement Rules-2004 and allied Regulations, Regulatory Guides and Guidelines.

National Standard Bidding/Procurement Documents are developed for standardizing the procurement procedures and practices in the procuring agencies of the Federation of Pakistan and has the status of the Regulations in terms of section 27 of the PPRA Ordinance read with Rule-23(4) of Public Procurement Rules.

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

This document is a live document and approved by Public Procurement Regulatory Authority (PPRA) Board in its 76<sup>th</sup> Meeting held on 13<sup>th</sup> March, 2024 and may be updated on 30<sup>th</sup> June of each financial year.

# **STANDARD BIDDING DOCUMENTS FOR PROCUREMENT OF WORKS**

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

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

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

This Section provides information to help Bidders prepare their Bids. Information is also provided on the submission, opening, and evaluation of Bids and on the award of Contracts. *(This Section contains provisions that are to be used without modifications.)*

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

This Section includes provisions specific to procurement and to supplement Section-II, Instructions to Bidders. *(This section may be customized where option is available, in accordance with the requirements of the Procuring agency/Employer).*

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

This Section contains information regarding eligible countries.

### **Section V – Evaluation and Qualification Criteria**

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

### **Section VI– Works Requirements, Technical Specifications, Drawings, Supplementary Information and Bill of Quantities**

This Section includes the Drawings, and supplementary information that describe the Works to be procured. *(To be filled by the Procuring agency/Employer).*

### **Section VII– Standard Bidding Forms**

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

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

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

This Section includes the general clauses to be applied in all the contracts. *(This Section contains provisions that are to be used without modifications).*

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

This Section consists of Contract Data and Specific Provisions which contains clauses specific to this contract. *(This section may be customized where option is available, in accordance with the requirements of the Procuring agency/Employer).*

**Section X - Contract Forms**

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

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

**SECTION-I:**  
**INVITATION FOR BIDS**



# **PESHAWAR ELECTRIC SUPPLY COMPANY**

## **INVITATION FOR e-BID (IFeB)**

**TENDER NO. PD (C&O) / PESCO / NCB No. 01/2026 to NCB No. 31/2026 (31 Works)**

PESCO invites e-Bids for the following works from contractors/bidders registered with PPRA EPADS and the Pakistan Engineering Council (PEC), renewed for the year 2025-26, under National Competitive Bidding (NCB) using the Single Stage Single Envelope e-bidding method in accordance with the provisions of PPRA rules.

<b>Tender ID</b>	<b>Description of Work</b>	<b>PEC Category with specialization Code</b>	<b>Estimated Cost (PKR)</b>
NCB No. 01/2026	Bifurcation of 11 KV Karo Feeders. <b>(Retender)</b>	C-6 & Above (EE-04 & EE-05)	6374882
NCB No. 02/2026	Bifurcation of 11 KV Feeder Shiringal University Dir. <b>(Retender)</b>	C-6 & Above (EE-04 & EE-05)	14080498
NCB No. 03/2026	Bifurcation of 11 KV Toormang-3 Feeder Upper Dir. <b>(Retender)</b>	C-6 & Above (EE-04 & EE-05)	2958498
NCB No. 04/2026	Bifurcation of 11 KV New Warri Feeder Revised Upper Dir <b>(Retender)</b>	C-6 & Above (EE-04 & EE-05)	2303260
NCB No. 05/2026	All kind of Electrification works at District D.I.Khan (Flyover) under Govt Deposit. <b>(Retender)</b>	C-6 & Above (EE-04 & EE-05)	7394278
NCB No. 06/2026	All Kind of Electrification works in PK-54 & PK-60 District Mardan. <b>(Retender)</b>	C-6 & Above (EE-04 & EE-05)	4088357
NCB No. 07/2026	All Kind of Electrification works in PK-56 & PK-58 District Mardan. <b>(Retender)</b>	C-6 & Above (EE-04 & EE-05)	3201311
NCB No. 08/2026	All Kind of Electrification works <u>in</u> PK-57 District Mardan. <b>(Retender)</b>	C-6 & Above (EE-04 & EE-05)	3159561
NCB No. 09/2026	All Kind of Electrification works in PK-59 & PK-61 District Mardan. <b>(Retender)</b>	C-6 & Above (EE-04 & EE-05)	4980560
NCB No. 10/2026	Area Planning of 11 KV Jameel Chowk ,Yaka Toot,Phandu Road and Main Urmar Feeder for creation of Commercial Feeder under ELR/DOP works in District Peshawar. <b>(Retender)</b>	C-6 & Above (EE-04 & EE-05)	4348400
NCB No. 11/2026	All Kind of Electrification works at NA-45 in District D.I.Khan. <b>(Retender)</b>	C-6 & Above (EE-04 & EE-05)	4299439
NCB No. 12/2026	All Kind of Electrification works in District D.I.Khan (Flyover). <b>(Retender)</b>	C-6 & Above (EE-04 & EE-05)	7233607
NCB No. 13/2026	Bifurcation of 11 KV Garhi Kapoora Feeder & Re-Conductring / Re-Routing of 11 KV Takht Bhai Feeder Mardan <b>(Re-Tender)</b>	C-6 & Above (EE-04 & EE-05)	4030981

NCB No. 14/2026	Bifurcation of 4 No HT Feeders 1. 11 KV Malandri 2. 11 KV Kali Bazzar 3. 11 KV Rustam 4. 11 KV Dang Baba ( <b>Re-Tender</b> )	C-6 & Above (EE-04 & EE-05)	4621683
NCB No. 15/2026	Bifurcation of 11 KV Bilitang Feeder KOHAT.	C-6 & Above (EE-04 & EE-05)	2707036
NCB No. 16/2026	Bifurcation of 11 KV Bilitang Feeder KOHAT.	C-6 & Above (EE-04 & EE-05)	5394255
NCB No. 17/2026	Installation of Independent / Express Feeder Line to 02 No. CNG Stations & 01 No. Petrol Filling Station at Lachi on Express Road KOHAT.	C-6 & Above (EE-04 & EE-05)	1775361
NCB No. 18/2026	Transportation of HT/LT Spun Poles from Wapda PC Poles Plant Jahangira to Different Area of District Mardan (for all Kind of Electrification Works)	C-6 & Above (EE-04 & EE-05)	5020000
NCB No. 19/2026	All Kind of Electrification works in NA-09 (PK-23 & PK-24) District Malakand.	C-6 & Above (EE-04 & EE-05)	11612764
NCB No. 20/2026	All Kind of Electrification works in NA-10 (PK-25 , PK-26 & PK-27) District Bunir.	C-6 & Above (EE-04 & EE-05)	12491359
NCB No. 21/2026	All Kind of Electrification works in NA-19 (PK-49 & PK-50) District Swabi.	C-6 & Above (EE-04 & EE-05)	12120402
NCB No. 22/2026	All Kind of Electrification works in NA-20 (PK-51 , PK-52 & PK-53) District Swabi.	C-6 & Above (EE-04 & EE-05)	11645002
NCB No. 23/2026	All Kind of Electrification works in NA-21 (PK-54, PK-57 & PK-58) District Mardan.	C-6 & Above (EE-04 & EE-05)	11026878
NCB No. 24/2026	All Kind of Electrification works in NA-23 (PK-56, PK-59 & PK-60) District Mardan.	C-6 & Above (EE-04 & EE-05)	11846123
NCB No. 25/2026	All Kind of Electrification works in NA-22 (PK-55 & PK-61) District Mardan.	C-6 & Above (EE-04 & EE-05)	9331900
NCB No. 26/2026	All Kind of Electrification works in District Karak.	C-6 & Above (EE-04 & EE-05)	6873872
NCB No. 27/2026	All Kind of Electrification works in District Lakki Marwat (PK-105 & PK-107).	C-6 & Above (EE-04 & EE-05)	8978402
NCB No. 28/2026	All Kind of Electrification works in District D.I.Khan (PK-111,112,113,114 & 115) Part-I.	C-6 & Above (EE-04 & EE-05)	13508046
NCB No. 29/2026	All Kind of Electrification works in District D.I.Khan (PK-111,112,113,114 & 115) Part-II.	C-6 & Above (EE-04 & EE-05)	12156285
NCB No. 30/2026	All Kind of Electrification works in District D.I.Khan (PK-111,112,113,114 & 115) Part-III.	C-6 & Above (EE-04 & EE-05)	6808616
NCB No. 31/2026	All Kind of Electrification Works in 03 UCs in District Shangla-Swat. (UC Opal/UC Ranyal/UC Kuz Kana).	C-5 & Above (EE-04 & EE-05)	30513293

### 1. **Eligibility:**

This invitation for e-Bids is open to all Bidders, meeting the following requirements:

- a) Registration with PPRA (including the use of EPADS) and the Pakistan Engineering Council (PEC) renewed for the year 2025-26 for the financial categories and codes specified for each work.

- b) A Bidder shall be a natural person, private entity, or government-owned enterprise who is active tax payer with FBR, KPRA etc. The Bidder must have been awarded at least two (02) contracts within the last ten (10) years.
- c) The Bidder shall have to provide the following duly certified / audited financial record for the last 03 (Three) years from a recognized firm registered with Institute of Chartered Accountants of Pakistan (ICAP) or Institute of Cost and Management Accountants of Pakistan (ICMAP).

Description	For ALL NCB
Average Annual Turn Over (AATO)	70% of the estimated cost in PKR of each Project
Financial Resources / Cash flow	30% of the estimated cost in PKR of each Project

### **Terms & Conditions:**

2. National Competitive Bidding (NCB) will be conducted in accordance with **Single Stage Single Envelope e-bidding method.**
- a. A complete set of Bidding Documents contain detailed instructions/terms & conditions and specifications, are available for registered bidders, on EPADS at (<http://www.eprocure.gov.pk>), as well as in the office of Project Director (C&O) PESCO Peshawar.
- b. Tender cost/fee non-refundable @ Rs.2,000.00 (Rupees two thousand only) for each project shall be deposited or pay through Online (**in ABL Account No.0305-0010000-720750018 in the name of Project Director (C&O) PESCO Peshawar**) before bid closing time. Original deposit slip must be attached with original CDR.
- c. The prospective bidder shall submit 2% as Bid Security of the estimated project cost for each project in the form of a CDR (Original sealed Copy) from any scheduled bank of Pakistan, in favor of Project Director (C&O), PESCO Peshawar, before bid closing time, failing which the e-bid shall be considered 'non-responsive' and rejected.
- d. The bidder who quoted a bid below 10% (-10%) of the engineered estimate shall also submit an additional 03% Bid Security of the estimated cost with e-bid for each project, in the form of CDR (Original sealed Copy), failing which the bid shall be considered 'non-responsive' and rejected.
- e. Un-balanced bid, Un-justified bid and impractically low bid shall be treated as Non-responsive.
- f. All the interested Bidders are advised to apply through E-Pak Acquisition & Disposal System (EPADS) portal online (<http://www.eprocure.gov.pk>) as per procedure laid down in the regulations of PPRA as per following date and time mentioned below in the office of Project Director (C&O) PESCO Peshawar.
- g. SBD's must be uploaded by the bidder on EPAD site duly Singed and Stamped on all pages.

Tender ID.	e-Bid opening Date	e-Bid closing Time	e-Bid opening Time
NCB No. 01/2026	25-05-2026	09:30 Hours	10:00 Hours
NCB No. 02/2026	25-05-2026	09:30 Hours	10:00 Hours
NCB No. 03/2026	25-05-2026	09:30 Hours	10:00 Hours
NCB No. 04/2026	25-05-2026	09:30 Hours	10:00 Hours
NCB No. 05/2026	25-05-2026	09:30 Hours	10:00 Hours
NCB No. 06/2026	25-05-2026	09:30 Hours	10:00 Hours
NCB No. 07/2026	25-05-2026	09:30 Hours	10:00 Hours

NCB No. 08/2026	25-05-2026	09:30 Hours	10:00 Hours
NCB No. 09/2026	25-05-2026	09:30 Hours	10:00 Hours
NCB No. 10/2026	25-05-2026	09:30 Hours	10:00 Hours
NCB No. 11/2026	25-05-2026	09:30 Hours	10:00 Hours
NCB No. 12/2026	25-05-2026	09:30 Hours	10:00 Hours
NCB No. 13/2026	25-05-2026	09:30 Hours	10:00 Hours
NCB No. 14/2026	25-05-2026	09:30 Hours	10:00 Hours
NCB No. 15/2026	25-05-2026	09:30 Hours	10:00 Hours
NCB No. 16/2026	25-05-2026	09:30 Hours	10:00 Hours
NCB No. 17/2026	25-05-2026	09:30 Hours	10:00 Hours
NCB No. 18/2026	25-05-2026	09:30 Hours	10:00 Hours
NCB No. 19/2026	25-05-2026	09:30 Hours	10:00 Hours
NCB No. 20/2026	25-05-2026	09:30 Hours	10:00 Hours
NCB No. 21/2026	25-05-2026	09:30 Hours	10:00 Hours
NCB No. 22/2026	25-05-2026	09:30 Hours	10:00 Hours
NCB No. 23/2026	25-05-2026	09:30 Hours	10:00 Hours
NCB No. 24/2026	25-05-2026	09:30 Hours	10:00 Hours
NCB No. 25/2026	25-05-2026	09:30 Hours	10:00 Hours
NCB No. 26/2026	25-05-2026	09:30 Hours	10:00 Hours
NCB No. 27/2026	25-05-2026	09:30 Hours	10:00 Hours
NCB No. 28/2026	25-05-2026	09:30 Hours	10:00 Hours
NCB No. 29/2026	25-05-2026	09:30 Hours	10:00 Hours
NCB No. 30/2026	25-05-2026	09:30 Hours	10:00 Hours
NCB No. 31/2026	25-05-2026	09:30 Hours	10:00 Hours

- h.** The e-bids have partial and incomplete document shall be rejected.
- i.** Conditional e-bids shall not be accepted.
- j.** All the information and documents provided by the bidder must be based on facts beyond any doubt. Any misrepresentation, false statement or fake document found in the proposal at any stage, would lead to debarment / blacklisting of the firm. The matter shall also be reported to the Pakistan Engineering Council (PEC) for cancellation of registration / license of the firm.
- k.** PESCO reserves the right to accept or reject all the e-bids as per PPRA rule 33 (1)
- l.** The firm with the NIL experience of similar nature of works can participate in the bidding process through Joint Venture (JV) with firm, holding requisite experience for specific tender.

- m. Firm participating in a joint venture for a specific work (NCB) will not be allowed to participate in the same work (NCB) independently.

**Addl. Chief Engineer (C&O)  
PESCO Peshawar**

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**SECTION II:**  
**INSTRUCTION TO BIDDERS (ITB)**

**A. INTRODUCTION**

<b>1. Scope of Bid</b>	1.1	The Procuring agency/Employer (PA), as indicated in the <b>Bid Data Sheet (BDS)</b> invites Bids for the execution of Works as specified in the BDS and <b>Section V- Works Requirements</b> . The name, identification, and number of lots (contracts) of this National/ International Competitive Bidding process are specified in the BDS.
<b>2. Source of Funds</b>	2.1	Source of funds as referred in Bid Data Sheet.
<b>3. Eligible Bidders</b>	3.1	<p>A bidder may be natural person, company or firm or public or semi-public agency of Pakistan or any foreign country, or any combination of them with a formal existing agreement (on Judicial Papers) in the form of a joint venture or consortium. In the case of a joint venture or consortium, all members shall be jointly and severally liable for the execution of the Contract in accordance with the terms and conditions of the Contract. The joint venture or consortium shall nominate a Lead Member as nominated in the BDS, who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture or consortium during the Bidding process, and in case of award of contract, during the execution of contract.</p> <p><i>(The limit on the number of members of JV or Consortium may be prescribed in BDS, in accordance with the guidelines issued by the PPRA).</i></p>
	3.2	The appointment of Lead Member in the joint venture or consortium shall be confirmed by submission of a valid Power of Attorney to the Procuring agency/Employer
	3.3	Verifiable copy of the agreement that forms a joint venture or consortium shall be required to be submitted as part of the Bid.
	3.4	Any bid submitted by the joint venture or consortium shall indicate the part of proposed contract to be performed by each party and each party shall be evaluated (or post qualified if required) with respect to its contribution only, and the responsibilities of each party shall not be substantially altered without prior written approval of the Procuring agency/Employer and in line with any instructions issued by the Authority.
	3.5	The invitation for bids is open to all prospective bidders subject to any provisions of incorporation or licensing by the respective national/ international incorporating agency or statutory body established for that particular trade or business.

	3.6 .	Foreign Bidders must be locally registered with the appropriate national incorporating body or the statutory body, before participating in the national/international competitive bidding with the exception of such procurements made by the foreign missions of Pakistan. For such purpose the bidder must have to initiate the registration process before the bid submission and the necessary evidence shall be submitted to the Procuring agency/Employer along with their bid, however, the final award will be subject to the complete registration process.
	3.7	<p>A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidders may be considered to have a conflict of interest with one or more parties in this Bidding process, if they:</p> <ul style="list-style-type: none"> <li>a) are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring agency/Employer to provide consulting services for the preparation of design or technical specifications of the works that are the subject of the bid; or</li> <li>b) any of its affiliates has been hired (or is proposed to be hired) by the Procuring agency/Employer as Engineer for the Contract implementation; or</li> <li>c) The works to be executed are resulting from or directly related to consulting services for the preparation or implementation of the project that the bidder provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm;</li> <li>d) have controlling shareholders in common; or</li> <li>e) receive or have received any direct or indirect subsidy from any of them; or</li> <li>f) have the same legal representative for purposes of this Bid; or</li> <li>g) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder, or influence the decisions of the Procuring agency/Employer regarding this Bidding process; or</li> <li>h) Submit more than one bid in this bidding process.</li> </ul>

3.8	<p>A Bidder may be ineligible if –</p> <ul style="list-style-type: none"> <li>(a) he is declared bankrupt or, in the case of company or firm, insolvent;</li> <li>(b) payments in favor of the bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting (in accordance with the national laws) in the total or partial loss of the right to administer and dispose of its property;</li> <li>(c) legal proceedings are instituted against such bidder involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property;</li> <li>(d) the bidder is convicted, by a final judgment of a Court of Law or relevant Professional Statuary Body, of any offence involving professional conduct;</li> <li>(e) The bidder is debarred/ blacklisted by a national level Procuring agency/Employer and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of bid securing declaration.</li> <li>(f) The bidder is blacklisted or debarred by a foreign country, international organization, or other foreign institutions for the period defined by them.</li> </ul>
3.9	<p>Bidders shall provide to the Procuring agency/Employer evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.</p>
3.10	<p>Bidders shall provide such evidence of their continued eligibility to the satisfaction of the Procuring agency/Employer, as the Procuring agency/Employer shall reasonably request.</p>
3.11	<p>Bidders shall submit proposal relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract is envisaged.</p>

<b>4. Eligible Material and Equipment</b>	4.1	All the material and equipment to be mobilized under the contract shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to such materials and equipment. For this purpose, ineligible countries are stated in the section-IV titled as “Eligible Countries”.
	4.2	For purposes of this Clause, “origin” means the place where the material, equipment is produced, manufactured, or processed, or through manufacture, procession, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components or the place from where the services are/to be supplied.
	4.3	The nationality of the bidder shall not determine the origin of the material and equipment.
	4.4	To establish the eligibility of the material and equipment, Bidders shall fill the country-of-origin declarations included in the Form of Bid.
<b>5. One Bid per Bidder</b>	5.1	A bidder shall submit only one bid, in the same bidding process, either individually as a bidder or as a member in a joint venture or any similar arrangement.
	5.2	No bidder can be a sub-contractor while submitting a bid individually or as a member of a joint venture in the same bidding process.

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

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

<p><b>8. Clarification of Bidding Document, Pre-bid Meeting</b></p>	<p>8.1</p>	<p>A prospective bidder requiring any clarification of the bidding document may notify the Procuring agency/Employer in writing or in electronic form that provides record of the contents of communication at the Procuring agency/Employer's address indicated in the <b>BDS</b>.</p>
	<p>8.2</p>	<p>The Procuring agency/Employer will within three (3) working days after receiving the request for clarification, respond in writing or in electronic form to any request for clarification provided that such request is received not later than three (03) days prior to the deadline for the submission of Bids as prescribed in <b>ITB 24.1</b>. However, this clause shall not apply in case of alternate methods of procurement.</p>
	<p>8.3</p>	<p>Copies of the Procuring agency/Employer's response will be forwarded to all identified prospective bidders through an identified source of communication, including a description of the inquiry, but without specifying its source. In case of downloading of the bidding documents from the website of Procuring agency/Employer or e-Procurement System, the response of all such queries will also be available on the same platform available at the website.</p>
	<p>8.4</p>	<p>Should the Procuring agency/Employer deem it necessary to amend the bidding documents as a result of a clarification, it shall do so following the procedure as prescribed under <b>ITB 09</b>.</p>
	<p>8.5</p>	<p>If indicated in the <b>BDS</b>, the bidder's designated representative is invited at the bidder's cost to attend a pre-bid meeting at the place, date and time mentioned in the <b>BDS</b>. During this pre-bid meeting, prospective bidders may request clarification of the schedule of requirement, the evaluation criteria or any other aspects of the bidding documents.</p>
	<p>8.6</p>	<p>Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by bidders, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be transmitted promptly to all prospective bidders who have obtained the bidding documents. Any modification to the bidding documents that may become necessary as a result of the pre-bid meeting shall be made by the Procuring agency/Employer exclusively through the use of an Addendum pursuant to <b>ITB 9</b>. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.</p>

	8.7	The bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the bidder's own expense.
	8.8	The bidder and any of its authorized personnel will be granted permission by the Procuring agency/Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the bidder and its personnel will release and indemnify the Procuring agency/Employer from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
<b>9. Amendment of Bidding Documents</b>	9.1	Before the deadline for submission of bids, the Procuring agency/Employer for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder or pre-bid meeting may modify the bidding documents by issuing addenda.
	9.2	<p>Any addendum issued including the notice of any extension of the deadline shall be part of the bidding documents pursuant to <b>ITB 7.1</b> and shall be communicated in a timely manner and on equal opportunity basis. Where notification of such change, addition, modification or deletion becomes essential, such notification shall be made in a manner similar to the original advertisement.</p> <p><i>Provided that the bidder who had either already submitted their bid or handed over the bid to the courier prior to the issuance of any such addendum shall have the right to withdraw his already filed bid and submit the revised bid prior to the original or extended bid submission deadline.</i></p>
	9.3	<p>To give prospective bidders reasonable time in which to take an addendum/corrigendum into account in preparing their bids, the Procuring agency/Employer may, at its discretion, extend the deadline for the submission of bids:</p> <p><i>Provided that the Procuring agency/Employer shall extend the deadline for submission of bid, if such an addendum is issued within last three (03) days of the bid submission deadline.</i></p>

## C. PREPARATION OF BIDS

<p><b>10. Language of Bid</b></p>	<p>10.1</p>	<p>The bid prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and the Procuring agency/Employer shall be written in the English language unless specified in the <b>BDS</b>. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation of the relevant pages in the English language unless specified in the <b>BDS</b>, in which case, for purposes of interpretation of the bidder, the translation shall govern.</p>
<p><b>11. Documents Establishing Eligibility of Material, Equipment and Works, their Conformity to Bidding Documents</b></p>	<p>11.1</p>	<p>The bid prepared by the bidder shall constitute the following components: -</p> <ul style="list-style-type: none"> <li>a) Documentary evidence established in accordance with <b>ITB 11</b> that the material, equipment and services to be provided by the Bidder are eligible material, equipment and services, and conform to the Bidding Documents;</li> <li>b) Documentary evidence established in accordance with <b>ITB 12</b> that the bidder has been authorized to carry out the Construction works;</li> <li>c) Documentary evidence established in accordance with <b>ITB 12</b> that the bidder is eligible and/or qualified for the subject bidding process;</li> <li>d) Form of Bid and Bid Prices completed in accordance with <b>ITB 14 and 15</b>;</li> <li>e) Completed schedules as required, including priced Bill of Quantities in accordance with <b>ITB 13 &amp; 15</b>.</li> <li>f) Technical Proposal completed in all aspects in accordance with <b>ITB-17</b>.</li> <li>g) Bid security or Bid Securing Declaration furnished in accordance with <b>ITB 19</b>;</li> <li>h) Alternative bids, if permissible, in accordance with <b>ITB 20</b>;</li> <li>i) Duly Notarized Power of Attorney authorizing the signatory of the Bidder to submit the bid; and</li> <li>j) Any other document required in the <b>BDS</b>.</li> </ul>

	11.2	In addition to the requirements, bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all members and submitted with the bid, together with a copy of the proposed Agreement.
	11.3	The bidder shall furnish, as part of its bid, all those documents establishing the eligibility in conformity to the terms and conditions specified in the bidding documents for all material, equipment and works which the bidder proposes to execute.
	11.4	The documentary evidence of conformity of the material, equipment and works to the Bidding Documents may be in the form of literature, drawings, and data, and shall consist of: <ul style="list-style-type: none"> <li>a) a detailed description of the work methodology, approach, schedule and resources to be mobilized at site;</li> <li>b) an item-by-item commentary on the Procuring agency/Employer’s Technical Specifications demonstrating substantial responsiveness of the material, equipment and works to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications;</li> <li>c) any other procurement specific documentation requirement as stated in the <b>BDS</b>.</li> </ul>
	11.5	The required documents and other accompanying documents must be in English. In case any other language than English is used the pertinent translation into English shall be attached to the original version.
<b>12. Documents Establishing Eligibility and Qualification of the Bidder</b>	12.1	The bidder shall furnish, as part of its bid, all those documents establishing the bidder’s eligibility to participate in the bidding process and/or its qualification to perform the contract if its bid is accepted.
	12.2	The documentary evidence of the bidder’s eligibility to bid shall establish to the satisfaction of the Procuring agency/Employer that the bidder, at the time of submission of its bid, is from an eligible country as defined in Section-IV titled as “Eligible Countries”.
	12.3	The documentary evidence of the bidder’s qualification to perform the contract if its bid is accepted shall establish to the satisfaction of Procuring agency/Employer that: <ul style="list-style-type: none"> <li>a) The bidder has the financial and technical capability</li> </ul>

		<p>necessary to perform the Contract, meets the qualification criteria specified in Section-V, Evaluation and Qualification Criteria and <b>BDS</b>.</p> <p>b) In the case of a bidder not doing business within Pakistan, the bidder is or will be (if awarded the contract) represented by a local bidder (Joint Venture) in accordance with the PEC works bylaws, and in case of award of works such foreign firm is required to participate in the execution of works to carry out its obligations as prescribed in the Conditions of Contract and /or Technical Specifications.</p> <p>c) That the bidder meets the qualification criteria listed in Section-V, Evaluation and Qualification Criteria and <b>BDS</b>.</p>
<b>13. Letter of Bid and Schedules</b>	13.1	The Letter of Bid (Technical or Financial as the case may be) and Schedules, including the Bill of Quantities, shall be prepared using the relevant forms furnished in Standard Bid Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under <b>ITB 22</b> . All blank spaces shall be filled in with the information requested.
<b>14. Letter of Bid</b>	14.1	The bidder shall fill the Letter of Bid (Technical or Financial as the case may be) furnished in the bidding documents. The Standard Bid Forms must be completed without any alterations to its format and no substitute shall be accepted.
<b>15. Bid Prices</b>	15.1	The bid prices quoted by the bidder in the Standard bid Forms, Bill of Quantities and in the Price Schedules shall conform to the requirements specified below or exclusively mentioned hereafter in the bidding documents.
	15.2	The bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. If a Price Schedule shows items listed but not priced, their prices shall be construed to be included in the prices of other items in the Bill of Quantities and will not be paid for separately by the Procuring agency/Employer.
	15.3	<p>Items not listed in the Price Schedule shall be assumed not to be included in the bid, and provided that the bid is still substantially responsive in their absence or due to their nominal nature, the corresponding average price of the respective item(s) of the remaining substantially responsive bidder(s) shall be construed to be the price of those missing item(s):</p> <p>Provided that:</p> <p>a) where there is only one (substantially) responsive</p>

		bidder, or b) where there is provision for alternate proposals and the respective items are not listed in the other bids, The Procuring agency/Employer may fix the price of missing items in accordance with market survey, and the same shall be considered as final price.
	15.4	The Bid price to be quoted in the Form of Bid in accordance with <b>ITB 15.1</b> shall be the total price of the bid.
	15.5	Unless otherwise specified in the <b>BDS</b> and the Contract, the rates and prices quoted by the bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract.
	15.6	If so specified in <b>ITB 1.1</b> , bids may be invited for individual lots (contracts) or for any combination of lots (packages).
	15.7	Prices quoted by the Bidder shall be fixed during the bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable price will be treated as non-responsive and shall be rejected, pursuant to <b>ITB 30</b> , unless otherwise price adjustment is permissible under Conditions of the Contract.
	15.8	All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date twenty-eight (28) days prior to the deadline for submission of bids, shall be included in the rates and prices and the total bid price submitted by the bidder.
<b>16. Currencies of Bid and Payment</b>	16.1	The currency(ies) of the bid and the currency(ies) of payments shall be as specified in the <b>BDS</b> .
	16.2	For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of (financial part of) bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day.
	16.3	Bidders shall indicate details of their expected foreign currency requirements in the Bid, if prescribed in the <b>BDS</b> .
	16.4	Bidders may be required by the Procuring agency/Employer to clarify their foreign currency requirements, if prescribed in the <b>BDS</b> and to substantiate that the amounts included in Lump Sum and in the <b>SCC</b> are reasonable and responsive to <b>ITB 16.1</b> .
<b>17. Documents</b>	17.1	The bidder shall furnish a Technical Proposal including a

<b>Comprising the Technical Proposal</b>		statement of work methods, equipment, personnel, schedule and any other information as stipulated in <b>Section IV – Standard Bid Forms</b> , in sufficient detail to demonstrate the adequacy of the bidder’s proposal to meet the work requirements and the completion time.
<b>18. Bid Validity Period</b>	18.1	Bids shall remain valid for the period specified in the <b>BDS</b> after the bid submission deadline prescribed by the Procuring agency/Employer. A bid valid for a shorter period shall be rejected by the Procuring agency/Employer as non-responsive. The period of bid validity will be determined from the complementary bid securing instrument i.e. the expiry period of bid security or bid securing declaration as the case may be.
	18.2	Under exceptional circumstances, prior to the expiration of the initial bid validity period, the Procuring agency/Employer may request the bidders’ consent to an extension of the period of validity of their bids only once, for the period not more than the period of initial bid validity. The request and the bidders’ responses shall be made in writing or in electronic forms that provide record of the content of communication. The Bid Security provided under <b>ITB 19</b> shall also be extended 28 days beyond the deadline of extended bid validity period. A bidder may refuse the request for the extension of his bid without forfeiting his bid security or causing to be executed his Bid Securing Declaration. A bidder agreeing to the request will not be required nor permitted to modify its bid, but will be required to extend the validity of its Bid Security or Bid Securing Declaration for the period of the extension, and in compliance with <b>ITB 19</b> in all respects.
<b>19. Bid Security or Bid Securing Declaration</b>	19.1	Pursuant to <b>ITB 11.1</b> unless otherwise specified in the <b>BDS</b> , the bidder shall furnish as part of its bid, a Bid Security in form of fixed amount not exceeding five percent of the estimated value of procurement determined by the Procuring agency/Employer and in the amount and currency specified in the <b>BDS</b> or Bid Securing Declaration as specified in the <b>BDS</b> in the format provided in <b>Section VI (Standard Bidding Forms)</b> . In case Procuring agency/Employer is inviting bids in lots / packages, the bidder shall be required to submit his bid security against the respective lot/ package for which he is submitting his bid, which shall not exceed five percent of the estimated value of that particular lot/ package.
	19.2	The Bid Security or Bid Securing Declaration is required to

		protect the Procuring agency/Employer against the risk of Bidder's conduct before award of the contract to the most advantageous bidder which would warrant the security's forfeiture, pursuant to <b>ITB 19.9</b> .
	19.3	<p>The Bid Security shall be denominated in the local currency or in another freely convertible currency, and it shall be in the form specified in the <b>BDS</b> which shall be in any of the following:</p> <p>a) A bank guarantee, an irrevocable letter of credit issued by a Scheduled bank in the form provided in the Bidding Documents or another form acceptable to the Procuring agency/Employer and valid for twenty-eight (28) days beyond the end of the validity of the Bid. This shall also apply if the period for Bid Validity is extended. In either case, the form must include the complete name of the bidder;</p> <p>b) A cashier's or certified cheque; or</p> <p>c) Another security as indicated in the <b>BDS</b>.</p>
	19.4	The Bid Security or Bid Securing Declaration shall be in accordance with the Form of the Bid Security or Bid Securing Declaration included in <b>Section VI (Standard Bidding Forms)</b> or another form approved by the Procuring agency/Employer prior to the bid submission.
	19.5	The Bid Security shall be payable promptly upon written demand by the Procuring agency/Employer in case any of the conditions listed in <b>ITB 19.9</b> are invoked.
	19.6	Any bid not accompanied by a Bid Security or Bid Securing Declaration in accordance with <b>ITB 19.1 or 19.3</b> shall be rejected by the Procuring agency/Employer and shall be declared as non-responsive bid, pursuant to <b>ITB 30</b> .
	19.7	<p>Unsuccessful bidders' Bid Security will be discharged or returned as promptly as possible, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Procuring agency/Employer pursuant to <b>ITB 18</b>. The Procuring agency/Employer shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, after whichever of the following that occurs earliest:</p> <p>(a) The expiry of the Bid Security;</p> <p>(b) The entry into force of a procurement contract and the provision of a performance security (or guarantee), for</p>

		<p>the performance of the contract if such a security (or guarantee), is required by the Bidding documents;</p> <p>(c) The rejection by the Procuring agency/Employer of all Bids;</p> <p>(d) The withdrawal of the bid prior to the deadline for the submission of bids, unless the bidding documents stipulate that no such withdrawal is permitted.</p>
	19.8	The successful bidder's Bid Security will be discharged upon the bidder signing the contract pursuant to <b>ITB 47</b> , or furnishing the performance security (or guarantee), pursuant to <b>ITB 48</b> .
	19.9	<p>The Bid Security may be forfeited or the Bid Securing Declaration executed:</p> <p>a) if a Bidder:</p> <p>i) Withdraws its Bid during the period of Bid Validity as specified by the Procuring agency/Employer, and referred by the bidder on the Form of Bid except as provided for in <b>ITB 18.2</b>; or</p> <p>ii) Does not accept the correction of errors pursuant to <b>ITB 32</b>; or</p> <p>b) In the case of a successful bidder, if the bidder fails:</p> <p>i) to sign the contract in accordance with <b>ITB 47</b>; or</p> <p>ii) to furnish performance security (or guarantee) in accordance with <b>ITB 48</b>.</p>
	19.10	In case of Bid Security issued by the foreign bank is allowed by the Procuring agency/Employer, the same should be counter guaranteed by a corresponding bank in Pakistan. Furthermore, in case of joint venture, it should be in the name of Joint venture to ensure joint responsibility.
<b>20. Alternative Bids by Bidders</b>	20.1	Bidders shall submit offers that comply with the requirements of the bidding documents, including the basic bidder's technical design as indicated in the specifications and Bill of Quantities. Alternatives will not be considered, unless specifically allowed for in the <b>BDS</b> . If so allowed, <b>ITB 20</b> shall prevail.
	20.2	When alternative schedule for execution of works is explicitly invited, a statement of that effect will be included in the <b>BDS</b> as will the method for evaluating different schedule for execution of works.
	20.3	If so allowed in the <b>BDS</b> , bidders wishing to offer technical alternatives to the requirements of the bidding documents must

		also submit a bid that complies with the requirements of the bidding documents, including the basic technical design as indicated in the specifications. In addition to submitting the basic bid, the bidder shall provide all information necessary for a complete evaluation of the alternative by the Procuring agency/Employer, including technical specifications, breakdown of prices, and other relevant details. Only the technical alternatives, if any, of the Most Advantageous Bidder conforming to the basic technical requirements (without altering the bid price) shall be considered by the Procuring agency/Employer.
<b>21. Withdrawal of Bids</b>	21.1	Before bid submission deadline, any bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and the corresponding must accompany the respective written notice.
	21.2	Bids requested to be withdrawn in accordance with <b>ITB 21.1</b> shall be returned unopened to the bidders.
<b>22. Format and Signing of Bid</b>	22.1	The Bidder shall prepare an original and the number of copies of the bid as indicated in the <b>BDS</b> , clearly marking each “ <b>ORIGINAL</b> ” and “ <b>COPY</b> ” as appropriate. In the event of any discrepancy between them, the original shall prevail: <i>Provided that except in Single Stage One Envelope Procedure, the bid shall include only the copies of technical proposal.</i>
	22.2	The original and the copy (ies) of the bid shall be typed or written in indelible ink and shall be signed by the bidder or a person or persons duly authorized to sign on behalf of the bidder. This authorization shall consist of a written confirmation as specified in the <b>BDS</b> and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.
	22.3	Any interlineations, erasures, or overwriting shall be valid only if they are signed by the person(s) authorized for signing the Bid.
<b>D. SUBMISSION OF BIDS</b>		
<b>23. Sealing and Marking of Bids</b>	23.1	In case of Single Stage One Envelope Procedure, the bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as “ <b>ORIGINAL</b> ” and “ <b>COPY</b> ”. The envelopes shall then be sealed in an outer

		<p>envelope securely sealed in such a manner that opening and resealing cannot be achieved undetected.</p> <p><b>Note:</b> <i>The envelopes shall be sealed and marked in accordance with the bidding procedure adopted as referred in Rule-36 of Public Procurement Rules,2004.</i></p>
	23.2	<p>The inner and outer envelopes shall:</p> <ol style="list-style-type: none"> <li>a) be addressed to the Procuring agency/Employer at the address given in the <b>BDS</b>; and</li> <li>b) bear the title of the subject procurement or project name, as the case may be as indicated in the <b>BDS</b>, the Invitation for Bids (ITB) title and number indicated in the <b>BDS</b>, and a statement: “<b>DO NOT OPEN BEFORE</b>”, to be completed with the time and the date specified in the <b>BDS</b>, pursuant to <b>ITB 24.1</b>.</li> </ol>
	23.3	<p>In case of Single Stage Two Envelope Procedure, The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Proposal and the other Financial Proposal. Both envelopes to be enclosed together in an outer single envelope called the Bid. Each Bidder shall submit his bid as under:</p> <ol style="list-style-type: none"> <li>a) Bidder shall submit his <b>TECHNICAL PROPOSAL</b> and <b>FINANCIAL PROPOSAL</b> in separate inner envelopes and enclosed in a single outer envelope.</li> <li>b) <b>ORIGINAL</b> and each copy of the Bid shall be separately sealed and put in separate envelopes and marked as such.</li> <li>c) The envelopes containing the <b>ORIGINAL</b> and copies will be put in one sealed envelope and addressed / identified as given in <b>ITB 23.2</b>.</li> </ol>
	23.4	<p>The inner and outer envelopes shall:</p> <ol style="list-style-type: none"> <li>a) be addressed to the Procuring agency/Employer at the address provided in the <b>BDS</b>;</li> <li>b) bear the name and identification number of the contract as defined in the <b>BDS</b>; and provide a warning not to open before the time and date for bid opening, as specified in the <b>BDS</b> pursuant to <b>ITB 24.1</b>.</li> <li>c) In addition to the identification required in <b>ITB 23</b> hereof, the inner envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared “late” pursuant to <b>ITB 25</b>.</li> </ol>
	23.5	<p>If all envelopes are not sealed and marked as required by <b>ITB</b></p>

		<b>23.2, ITB 23.3 and ITB 23.4</b> or incorrectly marked, the Procuring agency/Employer will assume no responsibility for the misplacement or premature opening of bid.
<b>24. Deadline for Submission of Bids</b>	24.1	Bids shall be received to the Procuring agency/Employer no later than the date and time specified in the <b>BDS</b> .
	24.2	The Procuring agency/Employer may, under exceptional circumstances and at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with <b>ITB 9</b> , in which case all rights and obligations of the Procuring agency/Employer and bidders previously subject to the deadline will thereafter be subject to the new deadline.
<b>25. Late Bids</b>	25.1	The Procuring agency/Employer shall not consider for evaluation of any bid that arrives after the deadline for submission of bids, in accordance with <b>ITB 24</b> .
	25.2	Any bid received by the Procuring agency/Employer after the deadline for submission of bids shall be declared late, recorded, rejected and returned unopened to the bidder.
<b>26. Substitution and Modification of bids</b>	26.1	A bidder may substitute or modify his bid after it has been submitted, provided that written notice of the substitution or modification of the bid, is received by the Procuring agency/Employer prior to the deadline for submission of bids.
	26.2	Revised bid may be submitted after the substitution or modification made in the original bid in accordance with the provisions referred in <b>ITB 22</b> .

**E. OPENING AND EVALUATION OF BIDS**

<b>27. Opening of Bids</b>	27.1	The Procuring agency/Employer will open all bids, in public, in the presence of bidders' or their representatives who choose to attend, and other parties with a legitimate interest in the bid proceedings at the place, on the date and at the time, specified in the <b>BDS</b> . The bidders' representatives present shall sign an attendance sheet as a proof of their attendance.
	27.2	First, envelopes marked " <b>WITHDRAWAL</b> " shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening.
	27.3	Second, outer envelopes marked " <b>SUBSTITUTION</b> " shall be opened. The inner envelopes containing the Substitution Bid shall be exchanged for the corresponding Original Bid being

		substituted, which is to be returned to the bidder unopened. No envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.
	27.4	Next, outer envelopes marked “ <b>MODIFICATION</b> ” shall be opened. No Technical Proposal and/or Financial Proposal shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of the bids. Any modification shall be read out along with the Original Bid except in case of Single Stage Two Envelope Procedure where only the Technical Proposal, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Financial Proposal, both Original and Modification, will remain unopened till the prescribed financial bid opening date.
	27.5	Other envelopes holding the bids shall be opened one at a time, in case of Single Stage One Envelope Procedure, the bidders’ names, the bid prices, the total amount of each bid and of any alternative bid (if alternatives have been requested or permitted), the presence or absence of Bid Security, Bid Securing Declaration and such other details as the Procuring agency/Employer may consider appropriate, will be announced by the Procurement Evaluation Committee.
	27.6	In case of Single Stage Two Envelope Procedure, the Procuring agency/Employer will open the Technical Proposals in public at the address, date and time specified in the <b>BDS</b> in the presence of bidders’ designated representatives who choose to attend and other parties with a legitimate interest in the bid proceedings. The Financial Proposals will remain unopened and will be held in custody of the Procuring agency/Employer until the specified time of their opening.
	27.7	The envelopes holding the Technical Proposals shall be opened one at a time, and the following read out and recorded: (a) the name of the bidder; (b) whether there is a modification or substitution; (c) the presence of a Bid Security or Bid Securing Declaration, if required; and (d) Any other details as the Procuring agency/Employer may consider appropriate.
	27.8	Bids not opened and not read out at the bid opening shall not be considered further for evaluation, irrespective of the circumstances.

	27.9	Bidders are advised to send in a representative with the knowledge of the content of the bid who shall verify the information read out from the submitted documents. Failure to send a representative or to point out any un-read information by the sent bidder's representative shall indemnify the Procuring agency/Employer against any claim or failure to read out the correct information contained in the bidder's bid.
	27.10	No bid will be rejected at the time of bid opening except for late bids which will be returned unopened to the bidder, pursuant to <b>ITB 25</b> .
	27.11	The Procuring agency/Employer shall prepare minutes of the bid opening. The record of the bid opening shall include, as a minimum: the name of the bidder and whether or not there is a withdrawal, substitution or modification, the bid price if applicable and the presence or absence of a Bid Security or Bid Securing Declaration.
	27.12	The bidders' representatives who are present shall be requested to sign on the attendance sheet. The omission of a bidder's signature on the record shall not invalidate the contents and affect the record. A copy of the record shall be distributed to all the bidders.
	27.13	A copy of the minutes of the bid opening shall be furnished to individual bidders upon request.
	27.14	In case of Single Stage -Two Envelop Bidding Procedure, after the announcement of technical evaluation report, the Procuring agency/Employer, shall at a time within the bid validity period, publicly open the financial proposals of the technically responsive bidder only. The financial proposal of bidders found technically non-responsive shall be returned un-opened to the respective bidders after seven days of the announcement of technical evaluation report, except those aggrieved bidder(s) whose complaints are pending before the Grievance Redressal Committee.
<b>28. Confidentiality</b>	28.1	Information relating to the examination, clarification, evaluation and comparison of bids and recommendation of contract award shall not be disclosed to bidders or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report.
	28.2	Any effort by a bidder to influence the Procuring agency/Employer processing of bids or award decisions may result in the rejection of its bid.

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

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

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

		evaluated for complete technical responsiveness.
<b>31. Examination of Terms and Conditions; Technical Evaluation</b>	31.1	The Procuring agency/Employer shall examine the bid to confirm that all terms and conditions specified in the <b>GCC</b> and the <b>SCC</b> have been accepted by the bidder without any material deviation or reservation. For this purpose: “Deviation” means departure from the requirements specified in the Bidding Document. “Reservation” means setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document.
	31.2	The Procuring agency/Employer shall evaluate the technical aspects of the bid submitted in accordance with <b>ITB 31</b> , to confirm that all requirements specified in <b>Section V – Works Requirement, Technical Specifications of</b> the Bidding Documents have been met without material deviation or reservation.
	31.3	If after the examination of the terms and conditions and the technical evaluation, the Procuring agency/Employer determines that the bid is not substantially responsive in accordance with <b>ITB 30</b> , it shall reject the bid.

<p><b>32. Correction of Arithmetic Errors</b></p>	<p>32.1</p>	<p>Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -</p> <ul style="list-style-type: none"> <li>a) if there is a discrepancy between unit prices and the sub-total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the sub-total price shall be corrected, unless in the opinion of the Procuring agency/Employer there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;</li> <li>b) if there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail, and the total shall be corrected; and</li> <li>c) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.</li> <li>d) Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.</li> </ul>
	<p>32.2</p>	<p>The amount stated in the Bid will, be rectified by the Procuring agency/Employer in accordance with the above procedure for the correction of errors and, with, the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount, its bid shall be rejected after forfeiture of Bid Security or execution of the Bid Securing Declaration, as the case may be, in accordance with <b>ITB 19.9.</b></p>

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

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

<b>35. Domestic Preference</b>	35.1	If the <b>BDS</b> so specifies, the Procuring agency/Employer will grant a margin of preference to the domestic contractor in line with the rules, regulations, regulatory guides or instructions issued by the Authority from time to time.
<b>36. Determination of Most Advantageous Bid</b>	36.1	The Procuring agency/Employer shall compare the evaluated bids in accordance with the predefined bidding procedure, of all substantially responsive bids to determine the Most Advantageous bidder.
<b>37. Qualification of Bidder</b>	37.1	<p>The Procuring agency/Employer shall determine to its satisfaction whether the bidder is substantially responsive and whose bid is declared as most advantageous bid either continues to meet (if prequalification applies) or meets (if post-qualification applies) the qualifying criteria specified in Evaluation and Qualification Criteria.</p> <p><i>Note: In case of International bidding, the parameters for incorporation or licensing within Pakistan may be fulfilled as part of post qualification.</i></p>
	37.2	The determination shall be based upon an examination of the documentary evidence of the bidder’s qualifications submitted by the bidder, pursuant to <b>ITB 12</b> .
	37.3	Prior to contract award, the Procuring agency/Employer will verify that the successful bidder (including each member of a JV) is not blacklisted/debarred. The Procuring agency/Employer will conduct the same verification for each sub-contractor proposed by the successful bidder.
<b>38. Sub-Contractors</b>	38.1	The bidder shall provide details regarding any specialized sub-contractor to the Procuring agency/Employer. In case change of sub-contractors, the bidder shall promptly notify the Procuring agency/Employer and obtain approval for replacement of sub-contractors.
	38.2	Bidders may propose sub-contracting up to the percentage of total value of contracts or the volume of works as specified in the <b>BDS</b> .

<p><b>39. Abnormally Low Financial Bid</b></p>	<p>39.1</p>	<p>Where the bid price is considered to be abnormally low, the Procuring agency/Employer shall perform price analysis either during determination of Most Advantageous Bid or as a part of the post-qualification process. The following process shall apply:</p> <ul style="list-style-type: none"> <li>a) The Procuring agency/Employer may reject a bid if the Procuring agency/Employer has determined that the price in combination with other constituent elements of the bid is abnormally low in relation to the subject matter of the procurement (i.e. scope of the procurement or ancillary services) and raises concerns as to the capability and capacity of the respective Bidder to perform that contract;</li> <li>b) Before rejecting an abnormally low bid the Procuring agency/Employer shall request the bidder an explanation of the bid or of those sections which it considers contribute to the bid being abnormally low; take account of the evidence provided in response to a request in writing; and subsequently verify the bid or parts of the bid being abnormally low;</li> <li>c) The decision of the Procuring agency/Employer to reject a bid and reasons for the decision shall be recorded in the procurement proceedings and promptly communicated to the bidder concerned;</li> <li>d) The Procuring agency/Employer shall not incur any liability solely by rejecting abnormally bid; and</li> <li>e) An abnormally low bid means, in the light of the Procuring agency/Employer’s estimate and of all the bids submitted, the bid appears to be abnormally low by not providing a margin for normal levels of profit.</li> </ul> <p><b>Guidance for Procuring agency/Employer:</b> In order to identify the Abnormally Low Bid (ALB) following approaches can be considered to minimize the scope of subjectivity:</p> <ul style="list-style-type: none"> <li>(i) Comparing the bid price with the cost estimate;</li> <li>(ii) Comparing the bid price with the bids offered by other bidders submitting substantially responsive bids; and</li> <li>(iii) Comparing the bid price with prices paid in similar contracts in the recent past either government- or development partner-funded.</li> </ul>
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	39.2	The Procuring agency/Employer will determine to its satisfaction whether the bidder that is selected as having submitted the most advantageous bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in <b>ITB 12</b>
	39.3	The determination will take into account the bidder’s financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidder’s qualifications submitted by the bidder, pursuant to <b>ITB 12</b> , as well as such other information as the Procuring agency/Employer deems necessary and appropriate. Factors not included in these bidding documents shall not be used in the evaluation of the bidders’ qualifications.
	39.4	<p>Procuring agency/Employer may seek “Certificate for Independent Price Determination” from the bidder and the results of reference checks may be used in determining award of contract.</p> <p><i><b>Explanation:</b> The Certificate shall be furnished by the bidder. The bidder shall certify that the price is determined keeping in view of all the essential aspects such as raw material, its processing, value addition, optimization of resources due to economy of scale, transportation, insurance and margin of profit etc.</i></p>
	39.5	An affirmative determination will be a prerequisite for award of the contract to the bidder. A negative determination will result in rejection of the bidder’s bid, in which event the Procuring agency/Employer will proceed to the next ranked bidder to make a similar determination of that bidder’s capabilities to perform satisfactorily.

**F. AWARD OF CONTRACT**

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

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

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

		agency/Employer shall sign the contract.
	47.3	Where no formal signing of a contract is required, work order issued to the bidder shall be construed to be the contract.
<b>48. Performance Security (or Guarantee)</b>	48.1	After the receipt of the Letter of Acceptance, the successful bidder, within the specified time, shall deliver to the Procuring agency/Employer a Performance Guarantee in the amount and in the form stipulated in the <b>BDS and SCC</b> , denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.
	48.2	<p>If the Performance Guarantee is provided by the successful bidder and it shall be in the form specified in the <b>BDS</b> which shall be in any of the following:</p> <ul style="list-style-type: none"> <li>(a) certified cheque, cashier's or manager's cheque, or bank draft;</li> <li>(b) irrevocable letter of credit issued by a scheduled bank of Pakistan or in the case of an irrevocable letter of credit issued by a foreign bank, the letter shall be confirmed or authenticated by a scheduled bank of Pakistan;</li> <li>(c) bank guarantee confirmed by a reputable local bank or, in the case of a successful foreign bidder, bonded by a foreign bank; or</li> <li>(d) surety bond callable upon demand issued by any reputable surety or insurance company.</li> </ul> <p>Any Performance Guarantee submitted shall be enforceable in Pakistan.</p>
	48.3	Failure of the Most Advantageous Bidder to comply with the requirement of <b>ITB 47</b> shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security or declare blacklisted (in case bid securing declaration is submitted) in which event the Procuring agency/Employer may make the award to the next most advantageous bidder or reinstate the procurement process afresh (as a case may be).
<b>49. Advance Payment</b>	49.1	Advance payment will be provided to the bidder in percentage and in the manner as agreed by the both parties in terms of Conditions of the Contract.
	49.2	The Procuring agency/Employer will provide an advance payment as stipulated in the Conditions of Contract, subject to a maximum amount, as stated and/or Conditions of the Contract. The advance payment request shall be accompanied by an advance payment security (guarantee) in the form provided in Section X. For the purpose of receiving the advance payment,

		the bidder shall make and estimate of, and include in its bid, the expenses that will relate to the purchase of equipment, machinery, materials, and on the engagement of labor during the first month beginning with the date of the Procuring agency/Employer’s “Notice to Commence” as specified in the <b>SCC</b> .
<b>50. General Performance of the Bidders</b>	50.1	The Procuring agency/Employer reserves the right to obtain information regarding performance of the bidders on their previously awarded contracts / works. The Procuring agency/Employer may seek information / report from the previous employer for consideration. However, the Procuring agency/Employer shall incorporate such parameters in the evaluation criteria and accordingly decide the fate of the bid submitted.
<b>51. Corrupt &amp; Fraudulent Practices</b>	51.1	Procuring agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/Suppliers/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts, and will avoid to engage in any corrupt and fraudulent practices.

**F. GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM**

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

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

#### **G. MECHANISM OF BLACKLISTING**

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

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

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

**SECTION-III**  
**BID DATA SHEETS (BDS)**

## BID DATA SHEET (BDS)

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

BDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders
<b>A. Introduction</b>		
1.	1.1	<p><b>Name of Procuring agency/Employer:</b> PESHAWAR ELECTRIC SUPPLY COMPANY.</p> <p><b>The subject of procurement is:</b> Electrical work</p> <p><b>Period for completion of the works:</b> 360 Days</p> <p><b>Commencement date execution of the works:</b> 14 days of award of the work to Contractor.</p> <p><b>Type of Procurement:</b> Least Cost Basis Selection (LCBS)</p>
2.	2.1	<p><b>Financial year for the operations of the Procuring agency/Employer:</b> DEPOSIT WORK (2026)</p> <p><b>Name of Project:</b> BIFURCATION OF 11 KV KARO FEEDERS. (RETENDER)</p> <p><b>Name of financing institution:</b> DEPOSIT WORK</p> <p><b>Name and identification number of the Contract:</b> Tender No. PESCO/PD(C&amp;O)/NCB-01-2026</p>
3.	3.1	<p><b>Maximum number of members in the joint venture, consortium shall be:</b></p>

## B. Bidding Documents

4.	7.2	Bid shall be uploaded on PPRA EPADS.
5.	8.1	<p><b>The address for clarification of Bidding Documents is;</b>  <b>Attention:</b> Project Director (Construction) PESCO,  Peshawar.  <b>Address:</b> Salwan Building Peshawar Cantt: Opposite  Bilour Plaza.  <b>City:</b> Peshawar, Khyber Pakhtunkhwa  <b>Telephone:</b> +92 91- 9212094  <b>Facsimile number:</b> +92 91 9212093  <b>Electronic mail address:</b> <a href="mailto:pescopdco@gmail.com">pescopdco@gmail.com</a>  Requests for clarification should be received by the Employer no later than: Seven (07) days prior to the dead line for submission of bids.</p>
	8.5	<b>Pre-bid meeting:</b> <i>will not be held.</i>

## C. Preparation of Bids

6.	10.1	The Language of all correspondences and documents related to the Bid is: <b><i>English</i></b>
7.	11.1 (i)	<p>In addition to the documents stated in <b>ITB 11</b>, the following documents must be included with the Bid:</p> <ol style="list-style-type: none"> <li>1. Pakistan Engineering Council Registration renewed for the year 2025-26 in Category C-6 and above having Specialized Code E-04, EE-05.</li> <li>2. Documentary evidence supporting the construction experience stated by the bidders in the bidding Forms of Section-VI: General Experience, Form EXP-4.1 Specific Experience, Form EXP-4.2 ( A &amp; B ), Specific Experience in Key Activities, Form EXP-4.2 (C)</li> <li>3. Clause by Clause commentary on employer's specifications in context of deviation from specifications.</li> <li>4. Method statement for execution of Works</li> <li>5. Proof /certificates that the bidder shall have not been black listed.</li> <li>6. Pending Litigation List</li> <li>7. Income tax return for the last three (3) financial Years of Firm, duly attested from FBR and Bank Statements</li> </ol>

8.	11.5 (c)	Other procurement specific documentation requirements are: 02 No Contracts awarded in the last 10 years of the same nature and scope. Satisfactory Performance Certificate for the Projects completed from concerned office. ATTO and Financial Resources/Cash Flows.
9.	15.5	The bid price shall be adjusted in accordance with Appendix A – Formula for Price Adjustment. <b>Not applicable</b>
10.	15.6	Name of the works: <b>Not applicable</b> The identification No: <b>Not applicable</b> The No. and identification of lots (contracts) comprising this open competitive bid: <b>Not applicable</b>
11.	16.1	The currency of the Bid shall be: <b>Pak Rupees (PKR)</b>
12.	18.1	The Bid Validity period shall be: <b>90 days</b> .
13.	19.1	The amount of Bid Security shall be: <b>2%</b>  The currency of the Bid Security shall be: <b>Pak Rupees (PKR)</b> .  Bid Securing Declaration is: <b>Not applicable</b> .
14.	19.3	The Bid Security shall be in the form of: <b>Call Deposit Receipt (CDR)</b>
15.	19.3 (c)	Other forms of security are: <b>Not applicable</b> .
16.	20.1	Alternative Bids to the requirements of the Bidding Documents: <b>Not applicable</b> .
17.	20.2	If alternative scheduled for execution of work is explicitly invited: <b>Not Applicable</b>
18.	22.1	The number of copies of the Bid to be completed and returned shall be: <b><u>Bids shall be Uploaded on EPADS.</u></b>
19.	22.2	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: Original Signed and Stamped Authorization Letter to demonstrate the authority of the Signatory to Sign the bid on behalf of the bidder

#### **D. Submission of Bids**

20.	23.2 (a)	Bid shall be submitted/Uploaded: through <b><u>EPADS Only</u></b>
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21.	23.2 (b)	Title of the subject Procurement or Project name: “BIFURCATION OF 11 KV KARO FEEDERS. (RETENDER) ITB title and No: <i>Tender No. PESCO/PD(C&amp;O)/NCB-01-2026.</i>
22.	24.1	The deadline for Bid Submission / Uploading: As per NIT

### E. Opening and Evaluation of Bids

23.	27.1	The Bid opening shall take place at: <b>ON-LINE through EPADS.</b> <i>As per NIT</i>
24.	33.2	The currency that shall be used for Bid evaluation and comparison purposes to convert all Bid prices expressed in various currencies is: <b><i>Pak Rupees (PKR)</i></b>  The Source of exchange rate shall be: <b>Not applicable.</b> The date of exchange rate shall be: <b>Not applicable.</b>
25.	33.3	The bids shall be quoted in: <b>Pak Rupees (PKR)</b>
26.	34	<b>Evaluation Techniques</b> <b>Least Cost Based Selection (LCBS)</b> After meeting the requirements of eligibility, qualification and substantial responsiveness, the bid in compliance with all the mandatory (drawings/ design/ technical specifications /requirements and/or requisite quality threshold (if any), and having lowest evaluated cost (or financial proposal) shall be considered highest ranked bid.  <b>Quality and Cost Based Selection (QCBS): Not Applicable</b>
27.	34.4	<b>Not applicable</b>
28.	34.5	<b>Not applicable</b>
29.	35	The Procurement is under: <b>National Competitive Bidding (NCB)</b>
30.	38.2	Sub-contracting (please insert percentage) of the total value of the contract. <b><u>Not Applicable</u></b>

### F. Award of Contract

31.	48	The Performance Security (or guarantee) shall be: <b><i>Ten percent (10%) of the Contract Price</i></b>
32.	48	The Performance Security (or guarantee) shall be in the form of: <b>Bank Guarantee.</b>

### **G. Review of Procurement Decisions**

<b>33.</b>	<b>53.6</b>	<b>The Address of PPRA to submit a copy of appeal:</b> Grievance Redressal Appellate Committee, Public Procurement Regulatory Authority 1 <sup>st</sup> Floor, G-5/2, Islamabad, Pakistan Tel: +92-51-9202254
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**SECTION-IV.  
ELIGIBLE COUNTRIES**

**Since it is NCB Bids, only Pakistani firms shall participate.**

## **SECTION-V**

### **EVALUATION AND QUALIFICATION CRITERIA**

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

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

#### **1. Domestic Preference**

If allowed in the BDS, a margin of preference shall be granted to domestic contractors, in accordance with policy of the Federal Government and guidelines issued by the Authority, and subject to, the following provisions:

- (a) Contractors applying for such preference shall provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by the Procuring agency/Employer, a particular contractor or group of contractors qualifies for a domestic preference. The bidding documents shall clearly indicate the preference and the method that will be followed in the evaluation and comparison of bids to give effect to such preference.
- (b) After bids have been received and reviewed by the Procuring agency/Employer, responsive bids shall be classified into the following groups:
  - (i) Group A: bidder eligible for the domestic preference.
  - (ii) Group B: other bidder.
- (c) All evaluated bids in each group shall, as a first evaluation step, be compared to determine the most advantageous bid, and the most advantageous bids in each group shall be further compared with each other. If, as a result of this comparison, a bid from Group A is the most advantageous, it shall be selected for the award. If a bid from Group B is the most advantageous, as a second evaluation step, all bids from Group B shall then be further compared with the most advantageous bid from Group A. For the purpose of this further comparison only, the percentage of price preference of the respective bid price corrected for arithmetical errors, shall be added to the evaluated price offered in each bid from Group B. If the bid from Group A is the most advantageous, it shall be selected for award. If not, the most advantageous bid from Group B based on the first evaluation step shall be awarded the contract.

## **EVALUATION**

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

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

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

### **1.2 Technical Alternatives:**

Technical alternatives, if permitted under BDS, will be evaluated as follows;  
*(The Procuring agency/Employer shall describe how this factor will be evaluated).*

### **1.3 Multiple Contracts:**

If works are grouped in multiple contracts and pursuant to **ITB 34**, the Procuring agency/Employer shall evaluate and compare Bids on the basis of a contract, or a combination of contracts, or as a total of contracts in order to arrive at the Most advantageous bid for the Procuring agency/Employer by taking into account bids offered by Bidders in case of award of multiple contracts. If a Bidder submits several successful (lowest evaluated substantially responsive) bids, the evaluation will also include an assessment of the Bidder's capacity to meet the following aggregated requirements as presented in the bid:

- a.** Average annual construction turnover,
- b.** Financial resources,
- c.** Equipment to be allocated, and
- d.** Personnel to be fielded

**If permitted under ITB 34, will be evaluated as follows:**

#### **Award Criteria for Multiple Contracts:**

##### **Lots**

If specified in the procurement planning and allowed in the BDS, the Procuring agency/Employer may ask the bidder to bid for any one or more lots. Bids will be evaluated lot-wise for combined lots. The contract(s) will be awarded to the Bidder or Bidders offering the most advantageous bid to the Procuring agency/Employer for combined lots, subject to the selected Bidder(s) meeting the required qualification criteria for lot or combination of lots as the case may be.

## **Packages**

If specified in the procurement planning and allowed in the BDS the bidder may choose to Bid for any one or more packages and for any one or more lots within a package. Bids will be evaluated package-wise, for combined packages and/or lots within a package. The contract(s) will be awarded to the Bidder or Bidders offering the most advantageous bid to the Procuring agency/Employer for combined packages, subject to the selected Bidder(s) meeting the required qualification criteria for combination of packages and or lots as the case may be.

### **1.4 Specialized Subcontractors**

Only the specific experience of sub-contractors for specialized works permitted by the Procuring agency/Employer will be considered. The general experience and financial resources of the specialized sub-contractors shall not be added to those of the Bidder for purposes of qualification of the Bidder.

The specialized sub-contractors proposed shall be fully qualified for their work proposed, and meet the following criteria: (*Specify Criteria below*)

## QUALIFICATION

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
<b>1. Eligibility</b>							
1.1	<b>Nationality</b>	Nationality in accordance with <b>ITB 4.3</b>	Must meet requirement	Must meet requirement	Must meet requirement	Must meet requirement	Forms ELI – 1.1 and 1.2, with attachments
1.2	<b>Conflict of Interest</b>	No conflicts of interest in accordance with <b>ITB 3.7</b>	Must meet requirement	Must meet requirement	Must meet requirement	Must meet requirement	Letter of Bid

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
<b>2. Historical Contract Non-Performance</b>							
2.1	<b>History of Non-Performing Contracts</b>	Non-performance of a contract did not occur as a result of contractor default in last Five (5) years from the bid submission date.	Must meet requirement	Must meet requirement	Must meet requirement	Must meet requirement	Form CON-2
2.2	<b>Pending Litigation</b>	Bidder's financial position and prospective long term profitability sound according to criteria established in 3.1 below and assuming that all pending litigation will be resolved against the Bidder.	Must meet requirement	Must meet requirement	Must meet requirement	Must meet requirement	Form CON – 2
2.3	<b>Litigation History</b>	No consistent history of court/arbitral award decisions against the Bidder in the last five (5) years from the bid submission date.	Must meet requirement	Must meet requirement	Must meet requirement	Must meet requirement	Form CON – 2

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
<b>3. Financial Situation and Performance.</b>							
3.1	<b>Financial Capabilities</b>	<p>(i) The Bidder shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated as 30% of the project cost for the subject contract (s) net of the Bidders other commitments</p> <p>(ii) The Bidders shall also demonstrate, to the satisfaction of the Procuring agency/Employer, that it has adequate sources of finance to meet the cash flow requirements on works currently in progress and for future contract. commitments.</p> <p>(iii) The audited balance sheets or, if not required by the laws of the Bidder's country, other financial statements acceptable to the Procuring agency/Employer for the last three years shall be submitted and must demonstrate the current soundness of the Bidder's financial position and indicate its prospective long-term profitability.</p>	Must meet requirement	Must meet requirement	Must meet requirement	Must meet requirement	Form FIN – 3.1, with attachments
3.2	<b>Average Annual Construction Turnover</b>	Minimum average annual construction turnover @70% of the project cost, calculated as total certified payments received for contracts in progress and/or completed within the last three years, divided by <i>three (3)</i> years	Must meet requirement	Must meet requirement	Must meet requirement	Must meet requirement	Form FIN – 3.2

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
<b>4. Experience</b>							
4.1 (a)	<b>General Construction Experience</b>	Experience under construction contracts in the role of prime contractor, JV member, sub-contractor, or management contractor for at least the last five years, starting from the date of Bid submission.	Must meet requirement	Must meet requirement	Must meet requirement	Must meet requirement	Form EXP – 4.1
4.2 (a)	<b>Specific Construction &amp; Contract Management Experience</b>	(i) A minimum number of similar contracts specified below that have been satisfactorily and substantially completed as a prime contractor, joint venture member, management contractor or sub-contractor from Bid submission deadline: (i) 2 contracts of the same nature and scope.	Must meet requirement	Must meet requirement	Must meet requirement	Must meet requirement	Form EXP 4.2(a)
4.2 (b)		For the above and any other contracts completed and under implementation as prime contractor, joint venture member, management contractor or sub-contractor on or after the first day of the calendar year during the period stipulated in 4.2 (a) above, a minimum construction experience in the following key activities successfully completed: <i>Construction of transmission Line (Poles, Erection, Stringing and allied works).</i>	Must meet requirements	Must meet requirement	Must meet requirement	Must meet requirement	Form EXP – 4.2 (b)
4.2 (c)		<b>Specific Experience in managing ES aspects</b>	For the contracts in 4.2 (a) above and/or any other contracts [substantially completed and under implementation] as prime contractor, joint venture member, or Subcontractor from Application submission deadline, experience in managing ES risks and impacts in the following aspects: <i>Safety Tools, OHS, Pollution Control Measures.</i>	Must meet requirements	Must meet requirement	Must meet requirement	Must meet requirement

**Note: [For Multiple lots (contracts) specify financial and experience criteria for each lot under 3.1, 3.2, 4.2]**

**Contractor’s Representative and Key Personnel**

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

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

**Equipment**

The Bidder must demonstrate that it has access to the key equipment listed hereafter:

*[Specify requirements for each lot as applicable]*

No.	Equipment Type and Characteristics	Minimum required	Number
1			
2			
3			
4			
5			

The Bidder shall provide further details of proposed items of equipment using Form EQU in Section V.

**SECTION-VI**

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

**Scope of Works**  
(Describe Scope of Work)

**SPECIFICATIONS**  
**TECHNICAL PROVISIONS**  
**Attached specification**

## **DRAWINGS**

*Reference drawings shall be provided at time of Execution of Work*

## **SCHEDULES**

**Bill of Quantities/ Schedules of Prices**  
**(Tender No. PD/C&O/ PESCO/NCB-01-2026)**  
**BIFURCATION OF 11 KV KARO FEEDERS. (RETENDER)**

S. NO.	DESCRIPTION	UNIT	QTY	UNIT RATE IN Rs.	TOTAL PRICE IN Rs.
1	Digging of poles pits, erection of HT and LT Structure concreting, curing back filling with local material and compaction as per WAPDA SDI/TI				
	i. HT Steel Structure 58 Feet Long	Each	42		
	ii. HT Steel Structure 45 Feet Long	Each	42		
	iii. HT Steel Structure 36 Feet Long	Each	102		
2	Installation of Earth Rod with allied material for HT/ LT Structure and Transformer at site of work including testing of earth resistance as per WAPDA SDI/TI (Complete Job)				
3	Installation including excavation, laying of Stay Rod, back filling and compaction, fixing of Stay wire, cutting, nozzling, jointing etc as per WAPDA SDI for structure and PC Poles.				
4	Safe handling of conductor with other material such as insulator, X-Arms, Knee-Bracing, Disc Insulator, Nuts/ Bolts, its installation and construction of Three phase line as per WAPDA SDI/TI (for new lines as well as reconductoring) with				
	ii. ACSR Dog Conductor	KM	54		
	<b>TOTAL</b>				

# BILL OF QUANTITIES

## A. Preamble

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

## B. Work Items

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

Bill No. 1—General Items;  
Bill No. 2—Earthworks;  
Bill No. 3—Culverts and Bridges;  
Bill No. 4—etc., as required;  
Daywork Schedule; and  
Summary Bill of Quantities.

2. If ITB 16.1 applies, Bidders shall price the Bill of Quantities in the applicable currency or currencies (Local or foreign as the case may be).

***[Note to the Procuring agency/Employer: The tables in BOQ must be prepared in accordance with the currency alternative retained in BDS – ITB 16.1.]***







## Daywork Schedule

### *Note to the Procuring agency/Employer:*

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

## General

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

## Daywork Labour

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

clerical and office work, the use of consumable stores, water, lighting, and power; the use and repair of stagings, scaffolding, workshops, and stores, portable power tools, manual plant, and tools; supervision by the Contractor's staff, foremen, and other supervisory personnel; and charges incidental to the foregoing. Payments under this item shall be made in the Pakistani Rupee:

**[Note to the Procuring agency/Employer:**

*This method of indicating profit and overheads separately facilitates the addition of further items of daywork, if needed, the basic costs of which can then be checked more easily. An alternative is to make Daywork rates all-inclusive of the Contractor's overhead and profit, etc., in which case this paragraph and the relevant Daywork Schedule should be modified accordingly.*

**Daywork Materials**

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

**Daywork Contractor's Equipment**

5. The Contractor shall be entitled to payments in respect of Contractor's Equipment already on Site and employed on daywork at the basic rental rates entered by the Contractor in the **Schedule of Daywork Rates, Contractor's Equipment**. Said rates shall be deemed to include due and complete allowance for depreciation, interest, indemnity, and insurance, repairs, maintenance, supplies, fuel, lubricants, and other consumables, and all overhead, profit, and administrative costs related to the use of such equipment.

*[Note to the Procuring agency/Employer: This is an example of wording to include overhead and profit, etc., in the daywork rates. A separate percentage addition could be used as for labour and materials.]* The cost of drivers, operators, and assistants will be paid for separately as described under the section on Daywork Labour. *An alternative, sometimes adopted for administrative convenience, is to include the cost of drivers, operators, and assistants in the basic rates for Contractor's Equipment. The last sentence of this paragraph 5 should then be modified accordingly.]*

6. In calculating the payment due to the Contractor for Contractor's Equipment employed on daywork, only the actual number of working hours will be eligible for payment, except that where applicable and agreed with the Engineer, the travelling time from the part of the Site where the Contractor's Equipment was located when ordered by the Engineer to be employed on daywork and the time for return journey thereto shall be included for payment.
  - (a) The basic rental rates for Contractor's Equipment employed on daywork shall be stated in the currency specified in the BDS and the payment to the Contractor will be made in the currency specified in BDS.







## Daywork Summary

	<i>Amount</i> (       )
1. Total for Daywork: Labour	
2. Total for Daywork: Materials	
3. Total for Daywork: Contractor's Equipment	
Total for Daywork (Provisional Sum) (carried forward to Bid Summary, p. ____)	_____

## Summary of Specified Provisional Sums

<i>Bill no.</i>	<i>Item no.</i>	<i>Description</i>	<i>Amount</i>
1			
2			
3			
4			
		<i>[To be entered by the Procuring agency/Employer; Delete if not applicable:]</i> provisional sums for additional ES outcomes.	
etc.			
Total for Specified Provisional Sums (carried forward to Grand Summary (B), p. _ )			

## Grand Summary

Contract Name:

Contract No.:

<i>General Summary</i>	<i>Page</i>	<i>Amount</i>
Bill No. 1:		
Bill No. 2:		
Bill No. 3:		
—etc.—		
<i>Subtotal of Bills</i>	<i>(A)</i>	
<i>Total for Daywork (Provisional Sum)<sup>2</sup></i>	<i>(B)</i>	
<i>Specified Provisional Sums included in subtotal of bills</i>	<i>(C)</i>	<i>[sum]</i>
<i>Total of Bills Plus Provisional Sums (A + B + C)<sup>3</sup></i>	<i>(D)</i>	
<i>Add Provisional Sum for Contingency Allowance (if any)<sup>4</sup></i>	<i>(E)</i>	<i>[sum]</i>
<i>Bid Price (D + E) (Carried forward to Letter of Bid)</i>	<i>(F)</i>	

---

<sup>2</sup> For evaluation purposes, Provisional Sum, other than Daywork will be excluded

<sup>3</sup> All Provisional Sums are to be expended in whole or in part at the direction and discretion of the Engineer in accordance with Sub-Clauses 13.4 and 13.5 of the General Conditions except with respect to DAAB Fees and Expenses for which Sub-Clause 13.4 of the Particular Conditions – Part B shall apply.

<sup>4</sup> To be entered by the Employer.

# Technical Proposal

- **Site Organization**
- **Method Statement**
- **Mobilization Schedule**
- **Construction Schedule**
- **Equipment**

## **Site Organization**

## **Method Statement**

## **Mobilization Schedule**

In accordance with the Particular Conditions, Sub-Clause 4.1, the Contractor shall not carry out mobilization to Site unless the Engineer gives consent.

## **Construction Schedule**

## Form EQU: Equipment

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

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

Omit the following information for equipment owned by the Bidder.

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

## SECTION VII: STANDARD BIDDING FORMS

### Table of Forms

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## Letter of Bid – Technical Proposal

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

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

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

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

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

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

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

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

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

In submitting our Bid we make the following declarations:

- (a) **No reservations:** We have examined and have no reservations to the bidding document, including addenda issued in accordance with Instructions to Bidders **(ITB 9)**;
- (b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITB 3;
- (c) **Bid/Proposal-Securing Declaration:** We have not been suspended nor declared ineligible by the Procuring agency/Employer based on execution of a Bid Securing Declaration or Bid Securing Declaration in the Procuring agency/Employer’s country in accordance with **ITB 3**;
- (d) **Conformity:** We offer to execute works in conformity with the bidding document and in accordance with the works requirements: *[insert a brief description of the WORKS]*;
- (e) **Bid Validity Period:** Our Bid shall be valid for the period specified in **BDS 18.1** (as amended, if applicable) from the date fixed for the Bid submission deadline specified in **BDS 24.1** (as amended, if applicable), and it shall remain binding upon us, and may be accepted at any time before the expiration of that period;
- (f) **Performance Security:** If our Bid is accepted, we commit to obtain a performance security in accordance with the bidding document;
- (g) **One Bid per Bidder:** We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other bid(s) as a Joint Venture member or as a subcontractor, and meet the requirements, other than Alternative Bids submitted in accordance with **ITB 20**;
- (h) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Procuring agency/Employer. Further, we are not ineligible under Pakistan laws;
- (i) **State-owned enterprise or institution:** *[select the appropriate option and delete the other] [We are not a state-owned enterprise or institution] / [We are a state-owned enterprise or institution ];*
- (j) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;

- (k) **Not Bound to Accept:** We understand that you are not bound to accept the Most Advantageous Bid or any other Bid that you may receive; and
- (l) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us, or on our behalf, engages in any type of Fraud and Corruption.

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

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

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

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

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

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

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

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

# Letter of Bid - Financial Proposal

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

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

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

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

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

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

**Name of Project.:** *[insert identification]*

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

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

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

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

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

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

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

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

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

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

Name of Recipient	Address	Reason	Amount

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

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

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

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

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

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

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

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

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

# FORM ELI-1

## BIDDER INFORMATION FORM

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

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

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

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

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

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

## ELI-2

### BIDDER'S JV MEMBERS INFORMATION FORM

*[The Bidder shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Bidder and for each member of a Joint Venture]].*

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

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

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

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

1. Bidder's Name: <i>[insert Bidder's legal name]</i>
2. Bidder's JV Member's name: <i>[insert JV's Member legal name]</i>
3. Bidder's JV Member's country of registration: <i>[insert JV's Member country of registration]</i>
4. Bidder's JV Member's year of registration: <i>[insert JV's Member year of registration]</i>
5. Bidder's JV Member's legal address in country of registration: <i>[insert JV's Member legal address in country of registration]</i>
6. Bidder's JV Member's authorized representative information Name: <i>[insert name of JV's Member authorized representative]</i> Address: <i>[insert address of JV's Member authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Member authorized representative]</i> Email Address: <i>[insert email address of JV's Member authorized representative]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above.
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

# PERSONNEL

## FORM PER -1

### Contractor's Representative and Key Personnel Schedule

Bidders should provide the names and details of the suitably qualified Contractor's Representative and Key Personnel to perform the Contract. The data on their experience should be supplied using the Form PER-2 below for each candidate.

#### Contractor' Representative and Key Personnel

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

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

**FORM PER-2**  
**RESUME AND DECLARATION**  
**CONTRACTOR'S REPRESENTATIVE AND KEY PERSONNEL**

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

<b>Position [#1]:</b> <i>[title of position from Form PER-1]</i>
--

<b>Personnel information</b>	<b>Name:</b>	<b>Date of birth:</b>
	<b>Address:</b>	<b>E-mail:</b>
	<b>Professional qualifications:</b>	
	<b>Academic qualifications:</b>	
	<b>Language proficiency:</b> <i>[language and levels of speaking, reading and writing skills]</i>	
<b>details</b>	<b>Address of Procuring agency/Employer:</b>	
	<b>Telephone:</b>	<b>Contact (manager / personnel officer):</b>
	<b>Fax:</b>	
	<b>Job title:</b>	<b>Years with present Procuring agency/Employer:</b>

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

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

## DECLARATION

I, the undersigned [*insert either "Contractor's Representative" or "Key Personnel" as applicable*], certify that to the best of my knowledge and belief, the information contained in this Form PER-2 correctly describes myself, my qualifications and my experience.

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

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

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

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

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

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

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

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

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

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

**FORM CON – 2**

**HISTORICAL CONTRACT NON-PERFORMANCE,  
PENDING LITIGATION AND LITIGATION HISTORY**

Bidder's Name: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 JV Member Name \_\_\_\_\_  
 ICB/NCB- and title: \_\_\_\_\_  
 Page \_\_\_\_\_ of \_\_\_\_\_ pages

Non-Performed Contracts in accordance with Qualification Criteria			
<input type="checkbox"/> Contract non-performance did not occur January [ <i>insert year</i> ] <input type="checkbox"/> Contract(s) not performed since [ <i>insert year</i> ]			
Year	Non-performed portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and PKR equivalent)
		Contract Identification: Name of Procuring agency/Employer(PA): Address of PA: Reason(s) for nonperformance:	
Pending Litigation, in accordance with Qualification Criteria			
<input type="checkbox"/> No pending litigation <input type="checkbox"/> Pending litigation			

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

# FINANCIAL SITUATION

## FORM FIN – 3.1

### FINANCIAL SITUATION AND PERFORMANCE

Bidder's Name: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 JV Member's Name \_\_\_\_\_  
 ICB No. and title: \_\_\_\_\_  
 Page \_\_\_\_\_ of \_\_\_\_\_ pages

**1. Financial data**

Type of Financial information in (currency)	<b>Historic information for previous _____ years,            _____            (amount in currency, currency, exchange rate*, PKR equivalent)</b>				
	Year 1	Year 2	Year 3	Year4	Year 5
<b>Statement of Financial Position (Information from Balance Sheet)</b>					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
<b>Information from Income Statement</b>					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
<b>Cash Flow Information</b>					
Cash Flow from Operating Activities					

\*Refer to ITB 16 for the exchange rate

## 2. Sources of Finance

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

No.	Source of finance	Amount (PKR)
1		
2		
3		

## 2. Financial documents

The Bidder and its parties shall provide copies of financial statements for \_\_\_\_\_ years pursuant to Evaluation and Qualifications Criteria, Sub-factor 3.1. The financial statements shall:

- (a) reflect the financial situation of the Bidder 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 statements for the \_\_\_\_\_ years required above; and complying with the requirements

**FORM FIN – 3.2**

**AVERAGE ANNUAL CONSTRUCTION TURNOVER**

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

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

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

ICB/NCB- and title: \_\_\_\_\_

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

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

\* See Section III, Evaluation and Qualification Criteria.

## FORM FIN – 3.3

### FINANCIAL RESOURCES

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

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

## FORM FIN – 3.4

### CURRENT CONTRACT COMMITMENTS / WORKS IN PROGRESS

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

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

## FORM FIN-5

### SELF-ASSESSMENT TOOL FOR BIDDER’S COMPLIANCE TO FINANCIAL RESOURCES (CRITERION 2.1 OF SECTION 3)

This form requires the same information submitted in Forms FIN – 3.3 and FIN -3.4. All conditions of “Available Financial Resources Net of CCC  $\geq$  Requirement for the Subject Contract” must be satisfied to qualify.

#### Form FIN - 5A: For Single Entities

For Single Entities: (A)	Total Available Financial Resources from FIN – 3.3 (B)	Total Monthly Financial Requirement for Current Contract Commitments (CCC) from FIN – 3.4 (C)	Available Financial Resources Net of CCC $D = (B - C)$	Requirement for the Subject Contract (E)	Results: Yes or No [ <i>D must be greater than or equal to E</i> ] (F)
_____ (Name of Bidder)				..... ..-	

#### Form FIN - 5B: For Joint Ventures

For Joint Ventures: (A)	Total Available Financial Resources from FIN – 3.3 (B)	Total Monthly Financial Requirement for Current Contract Commitments (CCC) from FIN – 3.4 (C)	Available Financial Resources Net of CCC $D = (B - C)$	Requirement for the Subject Contract (E)	Results: Yes or No [ <i>D must be greater than or equal to E</i> ] (F)
One Partner:					
_____ _____ (Name of Partner)				..... .	
Each Partner:					
_____ _____ (Name of				..... .	

Partner 1)					
_____				.....	
- (Name of Partner 2)				.	
_____				.....	
- (Name of Partner 3)				.	
All partners combined	$\sum D =$ Sum of available financial resources net of current contract commitments for all partners		$\sum D =$ _____	.....	

**- Note -**

Form FIN – 5 is made available for use by the bidder as a self-assessment tool, and by the employer as an evaluation work sheet, to determine compliance with the financial resources requirement as stated in 2.3.3. Failure to submit Form FIN - 5 by the Bidder shall not lead to bid rejection.

## EXPERIENCE

### FORM EXP - 4.1

#### GENERAL CONSTRUCTION EXPERIENCE

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

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

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

ICB/NCB- and title: \_\_\_\_\_

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

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

**FORM EXP - 4.2(A)**

**SPECIFIC CONSTRUCTION AND CONTRACT MANAGEMENT  
EXPERIENCE**

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

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

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

ICB/NCB- and title: \_\_\_\_\_

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

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

**FORM EXP - 4.2(A) (CONT.)**  
**SPECIFIC CONSTRUCTION AND CONTRACT MANAGEMENT**  
**EXPERIENCE (CONT.)**

<b>Similar Contract No.</b>	<b>Information</b>
Description of the similarity in accordance with Sub-Factor 4.2(a) of Section III:	
1. Amount	
2. Physical size of required works items	
3. Complexity	
4. Methods/Technology	
5. Construction rate for key activities	
6. Other Characteristics	

**FORM EXP - 4.2(B)**

**CONSTRUCTION EXPERIENCE IN KEY ACTIVITIES**

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

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

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

Sub-contractor's Name<sup>5</sup> (as per ITB 34.2 and 34.3): \_\_\_\_\_

ICB/NCB- and title: \_\_\_\_\_

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

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

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

	<b>Information</b>			
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub-contractor <input type="checkbox"/>
Total Contract Amount			PKR equivalent	
Quantity (Volume, number or rate of production, as applicable) performed under the contract per year or part of the year	Total quantity in the contract (i)	Percentage participation (ii)		Actual Quantity Performed (i) x (ii)
Year 1				
Year 2				
Year 3				
Year 4				

<sup>5</sup> If applicable

	<b>Information</b>
PA's Name:	
Address: Telephone/fax number E-mail:	

2. Activity No. Two

3. ....

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

**FORM EXP - 4.2 (C)**

**SPECIFIC EXPERIENCE IN MANAGING ES ASPECTS**

*[The following table shall be filled in for contracts performed by the Bidder, and each member of a Joint Venture]*

Bidder's Name: *[insert full name]*  
 Date: *[insert day, month, year]*  
 Joint Venture Member Name: *[insert full name]*  
 ICB/NCB- and title: *[insert ICB/NCB number and title]*  
 Page *[insert page number]* of *[insert total number]* pages

1. Key Requirement no 1 in accordance with 4.2 (c): \_\_\_\_\_

Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Subcontractor <input type="checkbox"/>
Total Contract Amount			PKR	
Details of relevant experience				

2. Key Requirement no 2 in accordance with 4.2 (c): \_\_\_\_\_

3. Key Requirement no 3 in accordance with 4.2 (c): \_\_\_\_\_

4. ...

# APPENDIX-A

## FORM OF BID SECURITY

**(Bank Guarantee)**

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

*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:** *[Purchaser to insert its name and address]*

**No.:** *[Purchaser to insert reference number for the Request for Bids]*

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

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

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

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

We have been informed that \_\_\_\_\_ *[insert name of the Bidder, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof]* (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its Bid (hereinafter called "the Bid") for the execution of \_\_\_\_\_ under Request for Bids No. \_\_\_\_\_ ("the RFB").

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

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_ (\_\_\_\_\_) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

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

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

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

---

*[Signature(s)]*

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

## APPENDIX-B

### FORM OF BID-SECURING DECLARATION

*[The Bidder shall fill in this Form in accordance with the instructions indicated.]*

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

No.: *[number of bidding process]*

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

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

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:

- (a) have withdrawn our Bid during the period of Bid validity specified in the Letter of Bid; or
- (b) having been notified of the acceptance of our Bid by the Procuring agency/Employer during the period of Bid validity, (i) fail or refuse to sign the Contract; or (ii) fail or refuse to furnish the Performance Security (or guarantee), if required, in accordance with the ITB.

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 days after the expiration of our Bid.

Name of the Bidder\* \_\_\_\_\_

Name of the person duly authorized to sign the Bid on behalf of the Bidder\*\* \_\_\_\_\_

Title of the person signing the Bid \_\_\_\_\_

Signature of the person named above \_\_\_\_\_

Date signed \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\*: In the case of the Bid submitted by 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 attached to the Bid

*[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all members to the Joint Venture that submits the Bid.]*

## APPENDIX-C

### FORMULA FOR PRICE ADJUSTMENT

*[Note to Procuring agency/Employer: It is recommended that in the case of very large and/or complex works contracts, it may be necessary to specify several families of price adjustment formulae corresponding to the different works involved. When finalizing the contract document, ensure that the finalized Schedule of Cost Indexation is attached to the Contract Agreement.]*

- a) Price Adjustment/ escalation shall not be applicable on Civil, Mechanical and Electrical projects /contracts having contract life less than 365 days from the date of the signing of the contract.
- b) Procuring Agency/Employer is advised not to change any provisions hereof unless otherwise stated by the Authority.
- c) No method, other than given in this formula will be applicable to compute the price adjustment.
- d) This document will be applicable only for Price Adjustment in local currency (Pak. Rs.). Price Adjustment in foreign currency is not allowed.
- e) Price Adjustment formula and corresponding references to be inferred for price adjustment shall be agreed and firmed up before signing of the contract. Procuring agency and contractor shall firm up the weightages and co-efficient for respective items before signing of the contract and there shall be no change permissible in the weightages after signing of the contract.
- f) For imported plant/ equipment and materials quoted in local currency (Pak. Rs.), foreign currency, exchange rates shall be fixed at the respective interbank currency exchange rates, 28 days prior to the tender opening date. The change in foreign currency exchange rate will be applicable to the foreign currency component stated in the Letter of Credit established by the Contractor or his Vendor.
- g) This procedure is to assist the Procuring agency/Employer and bidder for the preparation of provisions for price adjustment in their bidding / contract documents. All the coefficients of the price adjustment formula shall be specified in the bidding document at the time of advertisement.

*[The formulae for price adjustment shall be of the following general type:]*

$$P_n = A + b \frac{L_n}{L_o} + c \frac{M_n}{M_o} + d \frac{E_n}{E_o} + \dots$$

where,

“P<sub>n</sub>” is the Price Adjustment factor for the work carried out in the period “n”.

“**A**” is a constant or the Non-Adjustable Portion of the Price Adjustment Factor to be specified in Appendix-C to Bid, representing the Non-Adjustable Portion of the Contract Price.

“**b, c, d.....**” are Coefficients or weightages of the order of 0.xx (i.e., fractions rounded off to two decimals) for each specified element of adjustment in the Contract. The sum of **A, b, c, d**, etc., shall be one.

“**Ln**”, “**En**”, “**Mn**”, ... are the current cost indices or reference prices for period “**n**”, expressed in the relevant currency of payment, each of which is applicable to the relevant tabulated cost element on the date 28 days prior to the last day of the period (to which the particular Payment Certificate relates); and

“**Lo**”, “**EO**”, “**Mo**”, ... are the base cost indices or reference prices, expressed in the relevant currency of payment, each of which is applicable to the relevant tabulated cost element on the Base Date.

1. Construction schedule should be provided by the contractor as required in the Contract. Price Adjustment shall be applicable as payable in full for the original scheduled completion period.
2. In the event the completion of contract exceeds the original scheduled period:
  - 2.1 In case of default on the part of the contractor causing delay in original scheduled completion, the rate of Price Adjustment will be frozen at the original scheduled date of completion; however Price Adjustment will be applicable till actual completion. While computing Price Adjustment beyond the scheduled completion period, in the event the rate is reduced, then that reduced rate will be applied.
3. The Price Adjustment will be payable in full for the extended period if the contractor has been granted an extension of time for no fault on the part of the contractor, duly approved by the Employer.
4. Unless specifically stated otherwise in the contract, the basis for compensation will be only those elements, which are specifically listed as specified items in the tender documents. This list will specify the elements for Civil, Electrical, Mechanical, Sanitary, HVAC, etc., separately.
5. Formula for Price Adjustment provided herein will be applicable for all the contracts such as Civil, Electrical, Mechanical, etc.
6. There shall be no Price Adjustment for the elements which the Employer has either supplied free of cost or at fixed prices as well as for those elements for which an umbrella *ex gratia* or escalation cover is provided by the Government through an Executive Order or Statutory Regulatory Order (SRO).

## **Weightages of Specified Items**

Each of the cost elements, having cost impact of five (05) percent or higher can be selected for adjustment.

In determining the weightages, the following procedure shall be adopted:

- a) Base Date Price alone of an element based on market rate shall be considered excluding cost of construction/ installation, overheads and profit.
- b) Engineer's Estimate shall be prepared for complete project.
- c) Appropriate Rate Analysis of the Engineer's Estimate shall be made to determine costs of the basic elements.
- d) For such cost elements having various types of a particular element, individual cost of such family of the element used in the project to be determined and added to work out the element cost. (Grade-40 and Grade-60 steel shall be treated under same category).
- e) Each cost element determined as above, shall be divided by the total amount of Engineer's Estimate to determine various weightages.

## **Weightage of Fixed Portion**

Weightage of fixed portion (Non-adjustable portion of the estimated cost of the contract), shall be determined as under:

- a) First the weightages of all the cost elements having value of five (5) percent or more to be added up to see whether the total is 75 percent or less. In that case the total is to be subtracted from one (01) to determine the weightage of the fixed portion,
- b) In case total weightage of the cost elements including HSD and labour exceeds 75 percent, the element(s) having lowest weightage(s) other than HSD and labour, shall be excluded in considering the adjustable costs elements.
- c) Fixed portion shall be 25 percent and in case the fixed portion exceeds 25 percent it shall be supported by calculations attached with the bidding documents.
- d) Sum of fixed portion and weightages b, c, d, ....etc., of the adjustable portion shall always be one (01).

## **Base Date Price**

The base date price (or base date index) of any element shall be the price of the element for the month on the day falling 28 days prior to the last day for submission of bids.

## **Current Date Price**

The current date price (or current date index) of any element shall be the price of the element for the month falling on the day 28 days prior to the last day of the period to which the particular Payment Certificate relates.

## Sources of Prices

The prices of elements subject to Price Adjustment shall be to the extent possible as given in the Statistical Bulletins published by Federal Bureau of Statistics (FBS), Statistical Division Government of Pakistan. Statutory notifications and official price from public sector organizations, where available, may be used at the option of the Employer. The source for prices of High Speed Diesel (HSD) shall be either Statistical Bulletins or Pakistan State Oil (PSO) or Oil and Gas Regulatory Authority (OGRA). However, for a particular adjustable element, the same source should be used throughout the currency of contract as also stipulated in the tender documents before issuing the tender documents.

The Base Date Prices and Current Date Prices of the specified elements shall be obtained from the sources specified in the contract.

## Method for payment of bills

The billed amount of the Works for each calendar month will be obtained from the checked bills submitted by the Contractor. In case the billed amount is for more than one month, the amount of the bill shall be segregated for actual workdone in each month.

## Coefficient or Weightages

- a) The coefficient for each specified element shall be calculated and given in the bidding/tender documents. The coefficient for each specified adjustable element shall be determined by the user proportionate to its ratio in the total amount of the Engineer's Estimate, in accordance with the prescribed procedure. The sum of these coefficients shall form the adjustable portion of the Contract, which shall not exceed 0.75.
- b) Coefficients for each adjustable item shall be agreed by both parties and shall be fixed and locked at the time of the signing of the contract and shall remain constant during the currency of the contract.

## Price Adjustment for Lump Sum Contract

- a) Formula of Price Adjustment shall be used in determining Price Adjustment for contracts having detailed breakdown of cost. However, when a contract is assigned on lump sum basis without detailed breakdown of quantities and cost, Price Adjustment for the Specified Elements in the contract will be computed as follows:

$$\text{Increase/ Decrease in Cost (Price Adjustment Factor)} = \frac{\text{Current Date Price} - \text{Base Date Price}}{\text{Base Date Price}}$$

- b) If the resulting Price Adjustment Factor is positive (+ve), the price should be added to the contractor's payable amount. If the result is negative (-ve), the price should be subtracted from the payable amount.

- c) The executed quantities of the elements subject to Price Adjustment can be obtained from the actual measurement or from certified invoice of the contractor or any other mode agreed between the parties which shall be stipulated in the contract.

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

**SECTION-VIII.**

**GENERAL CONDITIONS OF CONTRACT (GCC)**

# GENERAL CONDITIONS OF CONTRACT

## A. GENERAL

### 1. *DEFINITIONS.*

#### 1.1 **Bold face type is used to identify defined terms.**

- a) The Accepted Contract Amount means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedying of any defects.
- b) The Activity Schedule is a schedule of the activities comprising the construction, installation, testing, and commissioning of the Works in a lump sum contract. It includes a lump sum price for each activity, which is used for valuations and for assessing the effects of Variations and Compensation Events.
- c) The Adjudicator is the person appointed jointly by the Employer and the Contractor to resolve disputes in the
- d) Bill of Quantities means the priced and completed Bill of Quantities forming part of the Bid.
- e) Compensation Events are those defined in GCC Clause 41 hereunder.
- f) The Completion Date is the date of completion of the Works as certified by the Project Director (C&O) PESCO, in accordance with GCC Sub-Clause 52.1.
- g) The Contract is the Contract between the Employer and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in GCC Sub-Clause 2.3 below.
- h) The Contractor is the party whose Bid to carry out the Works has been accepted by the Employer.
- i) The Contractor's Bid is the completed bidding document submitted by the Contractor to the Employer.
- j) The Contract Price is the Accepted Contract Amount stated in the Letter of Acceptance and thereafter as adjusted in accordance with the Contract.
- k) Days are calendar days; months are calendar months.
- l) Day works are varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant.
- m) A Defect is any part of the Works not completed in accordance with the Contract.
- n) The Defects Liability Certificate is the certificate issued by Project Director (C&O) PESCO upon correction of defects by the Contractor.
- o) The Defects Liability Period is the period **named in the PCC** pursuant to Sub-Clause 33.1 and calculated from the Completion Date.
- p) Adjudicator means the person appointed under Clause 23.
- q) Drawings means the drawings of the Works, as included in the Contract, and any additional and modified drawings issued by (or on behalf of) the Employer in accordance with the Contract, include calculations and other information provided or approved by the Project Director (C&O) PESCO for the execution of the Contract.
- r) The Employer is the party who employs the Contractor to carry out the Works, **as specified in the PCC.**
- s) Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.

- t) “In writing” or “written” means hand-written, type-written, printed or electronically made, and resulting in a permanent record;
- u) The Initial Contract Price is the Contract Price listed in the Employer’s Letter of Acceptance.
- v) The Intended Completion Date is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is **specified in the PCC**. The Intended Completion Date may be revised only by the Project Director (C&O) PESCO by issuing an extension of time or an acceleration order.
- w) Materials are all supplies, including consumables, used by the Contractor for incorporation in the Works.
- x) Plant is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.
- y) The Project Director (C&O) PESCO is the person **named in the PCC** (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Project Director (C&O) PESCO who is responsible for supervising the execution of the Works and administering the Contract.
- z) PCC means Particular Conditions of Contract
- aa) The Site is the area **defined as such in the PCC**.
- bb) Site Investigation Reports are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.
- cc) Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Director (C&O) PESCO.
- dd) The Start Date is **given in the PCC**. It is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.
- ee) A Subcontractor is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.
- ff) Temporary Works are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.
- gg) A Variation is an instruction given by the Project Director (C&O) PESCO which varies the Works.

The Works are what the Contract requires the Contractor to construct, install, and turn over to the Employer, **as defined in the PCC**.

## **2. INTERPRETATIONS.**

- 2.1 In interpreting these GCC, words indicating one gender include all genders. Words indicating the singular also include the plural and words indicating the plural also include the singular. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Project Director (C&O) PESCO shall provide instructions clarifying queries about these GCC.
- 2.2 If sectional completion is **specified in the PCC**, references in the GCC to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).

2.3 The documents forming the Contract shall be interpreted in the following order of priority:

- (a) Agreement,
- (b) Letter of Acceptance,
- (c) Contractor's Bid,
- (d) Particular Conditions of Contract,
- (e) General Conditions of Contract,
- (f) Specifications,
- (g) Drawings,
- (h) Bill of Quantities, and

any other document listed in the PCC as forming part of the Contract.

### **3. LANGUAGE AND LAW.**

3.1 The language of the Contract and the law governing the Contract are stated in the PCC.

### **4. PROJECT DIRECTOR'S DECISIONS.**

4.1 Except where otherwise specifically stated, the Project Director (C&O) PESCO shall decide contractual matters between the Employer and the Contractor in the role representing the Employer.

### **5. DELIGATIONS.**

5.1 Otherwise specified in the PCC, the Project Director (C&O) PESCO may delegate any of his duties and responsibilities to other people, except to the Adjudicator, after notifying the Contractor, and may revoke any delegation after notifying the Contractor.

### **6. COMMUNICATIONS**

6.1 Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered.

### **7. SUBCONTRACTING.**

7.1 The Contractor may subcontract, if allowed in ITB, with the approval of the Project Director (C&O) PESCO, but may not assign the Contract without the approval of the Employer in writing. Subcontracting shall not alter the Contractor's obligations.

### **8. OTHER CONTRACTORS.**

8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of

Other Contractors, as referred to in the PCC. The Contractor shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification.

**9. PERSONAL EQUIPMENT.**

- 9.1 The Contractor shall employ the key personnel and use the equipment identified in its Bid, to carry out the Works or other personnel and equipment approved by the Project Director (C&O) PESCO. The Project Director (C&O) PESCO shall approve any proposed replacement of key personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.
- 9.2 If the Project Director (C&O) PESCO asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

**10. EMPLOYER'S AND CONTRACTOR'S RISKS.**

- 10.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

**11. EMPLOYER'S RISKS.**

- 11.1 From the Start Date until the Defects Liability Certificate has been issued, the following are Employer's risks:
- a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to
    - (i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works or
    - (ii) Negligence, breach of statutory duty, or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor.
  - b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in the Employer's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.
- 11.2 From the Completion Date until the Defects Liability Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is an Employer's risk except loss or damage due to
- a) a Defect which existed on the Completion Date,
  - b) an event occurring before the Completion Date, which was not itself an Employer's risk, or

- c) The activities of the Contractor on the Site after the Completion Date.

**12. CONTRACTOR'S RISKS**

- 12.1 From the Starting Date until the Defects Liability Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Employer's risks are Contractor's risks.

**13. INSURANCE.**

- 13.1 The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles **stated in the PCC** for the following events which are due to the Contractor's risks:

- (a) loss of or damage to the Works, Plant, and Materials;
- (b) loss of or damage to Equipment;
- (c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and
- (d) Personal injury or death.

- 13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Project Director (C&O) PESCO for the Project Director's (C&O) PESCO approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

- 13.3 If the Contractor does not provide any of the policies and certificates required, the Employer may affect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

- 13.4 Alterations to the terms of insurance shall not be made without the approval of the Project Director (C&O) PESCO.

Both parties shall comply with any conditions of the insurance policies.

**14. SITE DATA.**

- 14.1 The Contractor shall be deemed to have examined any Site Data referred to in the PCC, supplemented by any information available to the Contractor

**15. CONTRACTOR TO COONSTRUCT THE WORK.**

- 15.1 The contractor should construct and install the work in accordance with the specification and drawings.

**16. THE WORK TO BE COMPLETED BY THE INTEDEDE COMPLETION DATE.**

- 16.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the approval of the Project Director (C&O) PESCO, and complete them by the Intended Completion Date.

**17. APPROVAL BY THE PROJECT DIRECTOR (C&O) PESCO.**

17.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Director (C&O) PESCO, for his approval.

17.2 The Contractor shall be responsible for design of Temporary Works.

17.3 The Project Director's (C&O) PESCO approval shall not alter the Contractor's responsibility for design of the Temporary Works.

17.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.

If requires, all Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Project Director (C&O) PESCO before this use.

**18. SAFETY.**

18.1 The Contractor shall be responsible for the safety of all activities on the Site.

**19. DISCOVERIES.**

19.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the Project Director (C&O) PESCO of such discoveries and carry out the Project Director's (C&O) PESCO instructions for dealing with them.

**20. POSSESSION OF THE SITE.**

20.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the PCC, the Employer shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation Event.

**21. ACCESS TO THE SITE.**

21.1 The Contractor shall allow the Project Director (C&O) PESCO and any person authorized by the Project Director (C&O) PESCO access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.

**22. INSTRUCTIONS, INSPECTIONS AND AUDITS.**

22.1 The Contractor shall carry out all instructions of the Project Director (C&O) PESCO which comply with the applicable laws where the Site is located.

22.2 The Contractor shall permit the employer and/or persons appointed by the employer to inspect the Site and/or the accounts and records of the Contractor and its sub-contractors relating to the performance of the Contract, and to have such accounts and records audited by auditors appointed by the employer if required. The Contractor's attention is drawn to Sub-Clause 57.1 which provides, inter alia, that acts intended to materially impede the exercise of the employer's inspection and audit rights provided for under Sub-Clause 22.2 constitute a prohibited practice subject to contract termination (as well as to a determination of black list under the PPRA Rules).

**23. APPOINT OF THE ADJUDICATOR.**

- 23.1 The Adjudicator shall be appointed jointly by the Employer and the Contractor, at the time of the Employer's issuance of the Letter of Acceptance. If, in the Letter of Acceptance, the Employer does not agree on the appointment of the Adjudicator, the Employer will request the Appointing Authority designated in the PCC, to appoint the Adjudicator within 14 days of receipt of such request.
- 23.2 Should the Adjudicator resign or die, or should the Employer and the Contractor agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator shall be jointly appointed by the Employer and the Contractor. In case of disagreement between the Employer and the Contractor, within 30 days, the Adjudicator shall be designated by the Appointing Authority **designated in the PCC** at the request of either party, within 14 days of receipt of such request.

**24. PROCEDURE FOR DISPUTES.**

- 24.1 If the Contractor believes that a decision taken by the Project Director (C&O) PESCO was either outside the authority given to the Project Director (C&O) PESCO by the Contract or that the decision was wrongly taken, the decision shall be referred to the Adjudicator within 14 days of the notification of the Project Director (C&O) PESCO's decision.
- 24.2 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.
- 24.3 The Adjudicator shall be paid by the hour at the **rate specified in the PCC**, together with reimbursable expenses of the types **specified in the PCC**, and the cost shall be divided equally between the Employer and the Contractor, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision shall be final and binding.
- 24.4 The arbitration shall be conducted in accordance with the arbitration procedures published by the institution named and in the place specified in the PCC.

**B. TIME CONTROL.**

**25. PROGRAMME.**

- 25.1 Within the time **stated in the PCC**, after the date of the Letter of Acceptance, the Contractor shall submit to the Project Director (C&O) PESCO for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works. In the case of a lump sum contract, the activities in the Program shall be consistent with those in the Activity Schedule.
- 25.2 An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.
- 25.3 The Contractor shall submit to the Project Director (C&O) PESCO for approval an

updated Program at intervals no longer than the period **stated in the PCC**. If the Contractor does not submit an updated Program within this period, the Project Director (C&O) PESCO may withhold the amount **stated in the PCC** from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted. In the case of a lump sum contract, the Contractor shall provide an updated Activity Schedule within 14 days of being instructed to by the Project Director (C&O) PESCO.

- 25.4 The Project Director's (C&O) PESCO approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Project Director (C&O) PESCO again at any time. A revised Program shall show the effect of Variations and Compensation Events.

**26. EXTENSION OF INTENDED COMPLETION DATE.**

- 26.1 The next higher competent authority shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost.

- 26.2 The competent authority shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Project Director (C&O) PESCO for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

**27. ACCELERATION.**

- 27.1 When the Employer wants the Contractor to finish before the Intended Completion Date, the Project Director (C&O) PESCO shall obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Employer accepts these proposals, the Intended Completion Date shall be adjusted accordingly and confirmed by both the Employer and the Contractor.

- 27.2 If the Contractor's priced proposals for acceleration are accepted by the Employer, they are incorporated in the Contract Price and treated as a Variation.

**28. DELAYS ORDERED BY THE PROJECT DIRECTOR (C&O) PESCO.**

- 28.1 The Project Director (C&O) PESCO may instruct the Contractor to delay the start or progress of any activity within the Works.

**29. MANAGEMENT MEETINGS.**

- 29.1 Either the Project Director (C&O) PESCO or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.

- 29.2 The Project Director (C&O) PESCO shall record the business of management meetings and provide copies of the record to those attending the meeting and to the

Employer. The responsibility of the parties for actions to be taken shall be decided by the Project Director (C&O) PESCO either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

**30. EARLY WARNING.**

30.1 The Contractor shall warn the Project Director (C&O) PESCO at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price, or delay the execution of the Works. The Project Director (C&O) PESCO may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.

30.2 The Contractor shall cooperate with the Project Director (C&O) PESCO in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Project Director (C&O) PESCO.

**C. QUALITY CONTROL.**

**31. IDENTIFYING DEFECTS.**

31.1 The Project Director (C&O) PESCO shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Project Director (C&O) PESCO may instruct the Contractor to search for a Defect and to uncover and test any work that the Project Director (C&O) PESCO considers may have a Defect.

**32. TESTS.**

32.1 If the Project Director (C&O) PESCO instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event.

**33. COORECTION OF DEFECTS.**

33.1 The Project Director (C&O) PESCO shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion, and is **defined in the PCC**. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

33.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Project Director's (C&O) PESCO notice.

**34. UNCORRECTDED DEFECTS.**

34.1 If the Contractor has not corrected a Defect within the time specified in the Project Director's (C&O) PESCO notice, the Project Director (C&O) PESCO shall assess the cost of having the Defect corrected, and the Contractor shall pay this amount.

## ***D. COST CONTROL.***

### **35. *CONTRACT PRICE.***

- 35.1 In the case of an admeasurement contract, the Bill of Quantities shall contain priced items for the Works to be performed by the Contractor. The Bill of Quantities is used to calculate the Contract Price. The Contractor will be paid for the quantity of the work accomplished at the rate in the Bill of Quantities for each item.
- 35.2 In the case of a lump sum contract, the Activity Schedule shall contain the priced activities for the Works to be performed by the Contractor. The Activity Schedule is used to monitor and control the performance of activities on which basis the Contractor will be paid. If payment for Materials on Site shall be made separately, the Contractor shall show delivery of Materials to the Site separately on the Activity Schedule.

### **36. *CHANGING IN THE CONTRACT PRICE.***

36.1 In the case of an admeasurements contract:

- (a) If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 25% percent of the Initial Contract Price, the Project Director (C&O) PESCO shall adjust the rate to allow for the change.
- (b) The Project Director (C&O) PESCO shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 25 percent, except with the prior approval of the Employer.
- (c) If requested by the Project Director (C&O) PESCO, the Contractor shall provide the Project Director (C&O) PESCO with a detailed cost breakdown of any rate in the Bill of Quantities.

36.2 In the case of a lump sum contract, the Activity Schedule shall be amended by the Contractor to accommodate changes of Program or method of working made at the Contractor's own discretion. Prices in the Activity Schedule shall not be altered when the Contractor makes such changes to the Activity Schedule.

### **37. *VARIATIONS.***

- 37.1 All Variations shall be included in updated Programs, and, in the case of a lump sum contract, also in the Activity Schedule, produced by the Contractor.
- 37.2 The Contractor shall provide the Project Director (C&O) PESCO with a quotation for carrying out the Variation when requested to do so by the Project Director (C&O) PESCO. The Project Director (C&O) PESCO shall assess the quotation, which shall be given within seven (7) days of the request or within any longer period stated by the Project Director (C&O) PESCO and before the Variation is ordered.
- 37.3 If the Contractor's quotation is unreasonable, the Project Director (C&O) PESCO may order the Variation and make a change to the Contract Price, which shall be based on the Project Director (C&O) PESCO's own forecast of the effects of the Variation on the Contractor's costs.

- 37.4 If the Project Director (C&O) PESCO decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.
- 37.5 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.
- 37.6 In the case of an admeasurement contract, if the work in the Variation corresponds to an item description in the Bill of Quantities and if, in the opinion of the Project Director (C&O) PESCO, the quantity of work above the limit stated in Sub-Clause 38.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work.

**38. CASH FLOW FORECAST.**

- 38.1 When the Program, or, in the case of a lump sum contract, the Activity Schedule, is updated, the Contractor shall provide the Project Director (C&O) PESCO with an updated cash flow forecast. The cash flow forecast shall include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates.

**39. PAYMENT CERTIFICATES.**

- 39.1 The Contractor shall submit invoices **as stated in PCC** to the delegated representative of Project Director (C&O) PESCO as per PCC.
- 39.2 The delegated representative Project Director (C&O) PESCO shall check the Contractor's Invoices and certify the amount to be paid to the Contractor.
- 39.3 The value of work executed shall be determined by the delegated representative of Project Director (C&O) PESCO.
- 39.4 The value of work executed shall comprise:
- (a) In the case of an admeasurement contract, the value of the quantities of work in the Bill of Quantities that have been completed; or
  - (b) In the case of a lump sum contract, the value of work executed shall comprise the value of completed activities in the Activity Schedule.
- 39.5 The value of work executed shall include the valuation of Variations and Compensation Events.
- 39.6 The delegated representative of Project Director (C&O) PESCO may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

**40. PAYMENTS.**

- 40.1 Payments shall be adjusted for deductions for advance payments and retention. The Employer shall pay the Contractor the amounts certified by the Project Director (C&O) PESCO within 56 days of the date of each certificate. If the Employer makes a late payment, the Contractor shall not be paid interest on the late payment in the

next payment. If an amount certified is increased in a later certificate or as a result of an award by the Adjudicator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.

40.2 Unless otherwise stated, all payments and deductions shall be paid or charged in the proportions of currencies comprising the Contract Price.

Items of the Works for which no rate or price has been entered in shall not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

#### **41. COMPENSATION EVENTS.**

41.1 The following shall be Compensation Events:

- (a) The Employer does not give access to a part of the Site by the Site Possession Date pursuant to GCC Sub-Clause 20.1.
- (b) The Employer modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract.
- (c) The Project Director (C&O) PESCO orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time.
- (d) The Project Director (C&O) PESCO instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects.
- (e) The Project Director (C&O) PESCO unreasonably does not approve a subcontract to be let.
- (f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to bidders (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site.
- (g) The Project Director (C&O) PESCO gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
- (h) Other contractors, public authorities, utilities, or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.
- (i) The advance payment is delayed.
- (j) The effects on the Contractor of any of the Employer's Risks.
- (k) The Project Director (C&O) PESCO unreasonably delays issuing a Certificate of Completion.

41.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Project Director (C&O) PESCO shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

41.3 As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast cost has been provided by the Contractor, it

shall be assessed by the Project Director (C&O) PESCO, and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Project Director (C&O) PESCO shall adjust the Contract Price based on the Project Director's (C&O) PESCO own forecast. The Project Director (C&O) PESCO shall assume that the Contractor shall react competently and promptly to the event.

- 41.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor's not having given early warning or not having cooperated with the Project Director (C&O) PESCO.

**42. PAYMENTS OF INCOME TAX AND OTHERS.**

- 42.1 The contractor shall be responsible for the payments of all Pakistani income tax and other taxes arising out from the contract which shall not be reimbursable to him by the Employer and the rates and prices stated in the priced Bill of Quantities shall be deemed to cover all such taxes.

- 42.2 The Project Director (C&O) PESCO shall adjust the Contract Price if taxes, duties, and other levies are changed between the date 28 days before the submission of bids for the Contract and the date of the last Completion certificate. The adjustment shall be the change in the amount of tax payable by the Contractor, provided such changes are not already reflected in the Contract Price or are a result of GCC Clause 44.

**43. CURRENCIES.**

- 43.1 Where payments are made in currencies other than the currency of the Employer's country **specified in the PCC**, the exchange rates used for calculating the amounts to be paid shall be the exchange rates stated in the Contractor's Bid.

**44. PRICE ADJUSTMENT.**

- 44.1 Prices shall be adjusted for fluctuations in the cost of inputs only if **provided for in the PCC**. If so provided, the amounts certified in each payment certificate, before deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type indicated below applies to each Contract currency:

$$P_c = A_c + B_c \text{ Imc/Ioc}$$

where:

$P_c$  is the adjustment factor for the portion of the Contract Price payable in a specific currency "c."

$A_c$  and  $B_c$  are coefficients<sup>6</sup> **specified in the PCC**, representing the nonadjustable and adjustable portions, respectively, of the Contract Price payable in that specific

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<sup>6</sup> The sum of the two coefficients  $A_c$  and  $B_c$  should be 1 (one) in the formula for each currency. Normally, both coefficients shall be the same in the formulae for all currencies, since coefficient A, for the nonadjustable portion of the payments, is a very approximate figure (usually 0.15) to take account of fixed cost elements or other nonadjustable components. The sum of the adjustments for each currency are added to the Contract Price. [To be transferred to the User Guide]

currency “c;” and

Imc is the index prevailing at the end of the month being invoiced and Ioc is the index prevailing 28 days before Bid opening for inputs payable; both in the specific currency “c.”

44.2 If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs.

**45. RETENTIONS.**

45.1 The Employer shall retain from each payment from the Contractor’s payment the proportion **stated in the PCC** until Completion of the whole of the Works.

45.2 Upon the issue of Certificate of Completion of the Works by the Project Director (C&O) PESCO, in accordance with GCC 51.1, half the total amount retained shall be repaid to the Contractor and half when the Defects Liability Period has passed and the Project Director (C&O) PESCO has certified that all Defects notified by the Project Director (C&O) PESCO to the Contractor before the end of this period have been corrected. The Contractor shall substitute retention money with an “on demand” Bank guarantee.

**46. LIQUIDATED DAMAGES.**

46.1 The Contractor shall pay liquidated damages to the Employer at the rate per day **stated in the PCC** 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 PCC**. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor’s liabilities.

46.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Project Director (C&O) PESCO 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 GCC Sub-Clause 40.1.

**47. BONOUS.**

47.1 The Contractor shall be paid a Bonus calculated at the rate per calendar day **stated in the PCC** for each day (less any days for which the Contractor is paid for acceleration) that the Completion is earlier than the Intended Completion Date. The Project Director (C&O) PESCO shall certify that the Works are complete, although they may not be due to be complete.

**48. ADVANCE PAYMENT.**

48.1 The Employer shall make advance payment to the Contractor of the amounts **stated in the PCC** by the date **stated in the PCC**, against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the Employer in amounts and currencies equal to the advance payment. The Guarantee shall remain effective until the advance payment has been repaid, but the amount of the Guarantee

shall be progressively reduced by the amounts repaid by the Contractor. Interest shall not be charged on the advance payment.

- 48.2 The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Project Director (C&O) PESCO.
- 48.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, Bonuses, or Liquidated Damages.

#### **49. SECURITIES.**

- 49.1 The Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount **specified in the PCC**, by a bank or surety acceptable to the Employer, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The Performance Security shall be valid until a date 28 days from the date of issue of the Certificate of Completion in the case of a Bank Guarantee.

#### **50. DAY WORKS.**

- 50.1 If applicable, the Day works rates in the Contractor's Bid shall be used only when the Project Director (C&O) PESCO has given written instructions in advance for additional work to be paid for in that way.
- 50.2 All work to be paid for as Day works shall be recorded by the Contractor on forms approved by the Project Director (C&O) PESCO. Each completed form shall be verified and signed by the Project Director (C&O) PESCO within two days of the work being done.
- 50.3 The Contractor shall be paid for Day works subject to obtaining signed Day works forms.

#### **51. COST OF REPAIRS.**

- 50.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

### **E. FINISHING OF CONTRACT.**

#### **52. COMPLETION.**

- 52.1 The Contractor shall request the Project Director (C&O) PESCO to issue a Certificate of Completion of the Works, and the Project Director (C&O) PESCO shall do so upon deciding that the whole of the Works is completed.

**53. TAKING OVER.**

53.1 The Employer shall take over the Site and the Works within seven days of the Project Director (C&O) PESCO's issuing a certificate of Completion.

**54. FINAL ACCOUNT.**

54.1 The Contractor shall supply the Project Director (C&O) PESCO with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Project Director (C&O) PESCO shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Director (C&O) PESCO shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Project Director (C&O) PESCO shall decide on the amount payable to the Contractor and issue a payment certificate.

**55. OPERATING AND MAINTENANCE MANUAL.**

55.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates **stated in the PCC**.

55.2 If the Contractor does not supply the Drawings and/or manuals by the dates **stated in the PCC** pursuant to GCC Sub-Clause 55.1, or they do not receive the Project Director (C&O) PESCO's approval, the Project Director (C&O) PESCO shall withhold the amount **stated in the PCC** from payments due to the Contractor.

**56. TERMINATION.**

56.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

56.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:

- (a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Director (C&O) PESCO;
- (b) the Project Director (C&O) PESCO instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 28 days;
- (c) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (d) a payment certified by the Project Director (C&O) PESCO is not paid by the Employer to the Contractor within 90 days of the date of the Project Director (C&O) PESCO's certificate;
- (e) the Project Director (C&O) PESCO gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Director (C&O) PESCO;
- (f) the Contractor does not maintain a Security, which is required;
- (g) the Contractor has delayed the completion of the Works by the number of days

for which the maximum amount of liquidated damages can be paid, as **defined in the PCC**; or

- (h) if the Contractor, in the judgment of the Employer, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract, pursuant to GCC Clause 57.1.
- 56.3 When either party to the Contract gives notice of a breach of Contract to the Project Director (C&O) PESCO for a cause other than those listed under GCC Sub-Clause 56.2 above, the Project Director (C&O) PESCO shall decide whether the breach is fundamental or not.
- 56.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.
- 56.5 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

## **57. FRAUD AND CORRUPTION.**

57.1 If the Employer determines that the Contractor has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Employer may, after giving 14 days notice to the Contractor, terminate the Contractor's employment under the Contract and expel him from the Site, and the provisions of Clause 56 shall apply as if such expulsion had been made under Sub-Clause 56.5 [Termination by Employer].

57.2 Should any employee of the Contractor be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Works, then that employee shall be removed in accordance with Clause 9.

57.3 For the purposes of this Sub-Clause:

- (i) “corrupt practice”<sup>7</sup> is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (ii) “fraudulent practice”<sup>8</sup> is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (iii) “collusive practice”<sup>9</sup> is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) “coercive practice”<sup>10</sup> is impairing or harming, or threatening to impair or harm,

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<sup>7</sup> “another party” refers to a public official acting in relation to the procurement process or contract execution]. In this context, “public official” includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

<sup>8</sup> a “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

<sup>9</sup> “parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

<sup>10</sup> a “party” refers to a participant in the procurement process or contract execution.

directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(v) “obstructive practice” is

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

(bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under Sub-Clause 22.2.

**58. PAYMENT UPON TERMINATION.**

58.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Director (C&O) PESCO shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as indicated in the PCC. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.

58.2 If the Contract is terminated for the Employer’s convenience or because of a fundamental breach of Contract by the Employer, the Project Director (C&O) PESCO shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor’s personnel employed solely on the Works, and the Contractor’s costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.

**59. PROPERTY.**

59.1 All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Employer if the Contract is terminated because of the Contractor’s default.

**60. RELEASE FROM PERFORMANANCE.**

60.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor, the Project Director (C&O) PESCO shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.

**61. BLACKLISTING MECHANISM.**

61.1 As Specified in PCC (Section-X of this Bid Document)

***DETERMINATION OF LOSS IN CASE OF DEVIATION.***  
**As Specified in PCC.**

***CONTRACT AGREEMENT REQUIREMENT.***  
**As Specified in PCC.**

***ENVIRONMENTAL AND SOCIAL SAFEGUARD.***  
The clauses regarding Environmental and social safeguard are mentioned in PCC

## **SECTION-IX.**

### **SPECIAL CONDITIONS OF CONTRACT**

Except where otherwise indicated, all PCC should be filled in by the Employer prior to issuance of the Bidding Documents. Schedules and reports to be provided by the Employer should be annexed.

<b>A. GENERAL</b>	
<b>GCC 1.1 (r)</b>	<b>The Employer is:</b> <b>Name:</b> PESHAWAR ELECTRIC SUPPLY COMPANY <b>Authorized Representative:</b> Project Director (C&O) PESCO <b>Address:</b> Salwan Building opposite Bilour Plaza Peshawar Cantt: <b>Telephone:</b> +92 91 9212094

	Facsimile number: +92 91 9212093. Email: pescopdco@gmail.com
<b>GCC 1.1 (V)</b>	The Intended Completion Date for shall be as follow:  360 days after the start date “defined in clause GCC 1.1 (dd) of PCC Section –VIII
<b>GCC 1.1 (y)</b>	Project Director (C&O): Peshawar Electric Supply Company (PESCO)  Address: Salwan Building opposite Bilour Plaza Peshawar Cantt:  Telephone: +92 91 9212094 Facsimile number: +92 91 9212093. Email: pescopdco@gmail.com
<b>GCC 1.1 (aa)</b>	<b>The Sites are located at:</b> The most part of the sites is located at Districts of Khyber Pakhtunkhwa.
<b>GCC 1.1 (dd)</b>	The Start Date shall be : <u>Fourteen (14) days after the date of signing the Contract Agreement</u>
<b>GCC 1.1 (hh)</b>	The Works consist of the following:  <b>NCB-01-2026</b> Bifurcation of 11 KV Karo Feeders. (Retender)  as per BDS Clause ITB 1.1
<b>GCC 2.2</b>	Sectional Completions are: <b>Not Applicable</b>
<b>GCC 2.3(i)</b>	The following documents also form part of the Contract:  1- Any correspondence between Employer / Engineer and the bidder before signing of the contract.  2- All annexure to the bid
<b>GCC 3.1</b>	The language of the contract is: <u>English language.</u>  The law that applies to the Contract is the law of:  a) <u>Public Procurement Ordinance-2002.</u>  b) <u>PPRA Rules-2004.</u>
<b>GCC 5.1</b>	The Project Director (C&O) PESCO shall delegate his duties and responsibilities for all assignments for execution of project to. Name: <b>XEN (C&amp;O) Division Peshawar/ Mardan/ Bannu/ Swat/ .</b> <b>Peshawar Electric Supply Company (PESCO)</b> <b>Peshawar, Khyber Pakhtunkhwa.</b> Address: <b>XEN PESCO (C&amp;O) Division Peshawar/ Mardan/ Bannu/ Swat/.</b>
<b>GCC 8.1</b>	Schedule of other contractors: <b>_Not Applicable</b>
<b>GCC 13.1</b>	The minimum insurance amounts and deductibles shall be:

	<p>(a) For loss or damage to the Works, Plant and Materials: <u>Full value of the Works, Plant and Material</u></p> <p>(b) For loss or damage to Equipment: <u>Full value of the loss or damage to Equipment</u></p> <p>(c) For loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract: <u>Full value of the loss or damage to property</u></p> <p>(d) For personal injury or death:</p> <p>(i) of the Contractor's employees:</p> <p>(ii) <u>As per Workman Compensation Act of Pakistan,1923.</u></p> <p>(iii) of other people: <u>According to Law of Pakistan</u></p>
<b>GCC 14.1</b>	<p>Site Data are: Soil investigation and bearing capacity reports.</p> <p>As &amp; when required by the PESCO Engineer and as required in relevant sections of this document, contractor shall carryout tests pits for foundation within contract price.</p>
<b>GCC 20.1</b>	<p>The Site Possession Date(s) shall be: <u>Seven (7) days after the date of signing of the Contract Agreement</u></p>
<b>GCC 23.1 &amp; GCC 23.2</b>	<p>Appointing Authority for the Adjudicator:</p> <p>PESCO has proposed the name of the adjudicator as per section-II Bid Data Sheet, ITB 42.1</p> <p>The adjudicator shall be appointed jointly by the Employer and the Contractor at the time of Award of Contract.</p> <p>However, in case of disagreement, Public Procurment Regulatory Authority (PPRA) shall be requested by the Employer to appoint the adjudicator, on mutual consent of the two parties, within fourteen (14) days of the receipt of such request.</p>
<b>GCC 24.3</b>	<p>Hourly rate and types of reimbursable expenses to be paid to the Adjudicator:</p> <p><u>To be decided by the employer, the successful bidder and the adjudicator by mutual consultation at time of award of the contract</u></p>
<b>GCC 24.4</b>	<p>Institution whose arbitration procedures shall be used:</p> <p><b>(a) Contracts with domestic contractors:</b></p> <p>Any dispute between the Employer and a domestic Contractor arising in connection with the present Contract shall be referred to adjudication or arbitration in accordance with the Pakistan Arbitration Act 1940.</p> <p>The place of arbitration shall be: Peshawar, Pakistan</p>
<b>B. TIME CONTROL</b>	

<b>GCC 25.1</b>	The Contractor shall submit for approval a Program for the Works within <u>Seven (7) days</u> from the date of the Letter of Intent.																
<b>GCC 25.3</b>	The period between Program updates is: Seven (07) days.  The amount to be withheld for late submission of an updated Program is:  Two Percent (0.2 %) of the contract price																
<b>C. QUALITY CONTROL</b>																	
<b>GCC 33.1</b>	The Defects Liability Period is: Three hundred and sixty-five ( <b>365</b> ) days after issuance of Completion certificates. <b><u>Performance Guarantee will be released after handing over the Project to Concerned Division and SE PESCO.</u></b>																
<b>GCC 39.1</b>	Contractor shall submit the invoices to representative of Project Director (C&O) PESCO as PCC clause GCC 5.1																
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Invoice No.</th> <th style="text-align: center;">% completion of work</th> </tr> </thead> <tbody> <tr> <td>1<sup>st</sup> Invoice</td> <td style="text-align: center;">10%</td> </tr> <tr> <td>2<sup>nd</sup> Invoice</td> <td style="text-align: center;">20%</td> </tr> <tr> <td>3<sup>rd</sup> Invoice</td> <td style="text-align: center;">40%</td> </tr> <tr> <td>4<sup>th</sup> Invoice</td> <td style="text-align: center;">60%</td> </tr> <tr> <td>5<sup>th</sup> Invoice</td> <td style="text-align: center;">70%</td> </tr> <tr> <td>6<sup>th</sup> Invoice</td> <td style="text-align: center;">80%</td> </tr> <tr> <td><b>Final Invoice after submission of satisfactory completion certificate and takeover to concerned office</b></td> <td style="text-align: center;"><b>100%</b></td> </tr> </tbody> </table>	Invoice No.	% completion of work	1 <sup>st</sup> Invoice	10%	2 <sup>nd</sup> Invoice	20%	3 <sup>rd</sup> Invoice	40%	4 <sup>th</sup> Invoice	60%	5 <sup>th</sup> Invoice	70%	6 <sup>th</sup> Invoice	80%	<b>Final Invoice after submission of satisfactory completion certificate and takeover to concerned office</b>	<b>100%</b>
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<b>D. COST CONTROL</b>																	
<b>GCC 43.1</b>	The currency of the Employer's country is: Pak Rupees																
<b>GCC 44.1</b>	The Contract " <u>is not</u> " subject to price adjustment in accordance with GCC Clause 44.																
<b>GCC 45.1</b>	The proportion of payments retained is: Ten Percent (10 %)																
<b>GCC 46.1</b>	The liquidated damages for the whole of the Works are " <u>0.50% per day of the final contract price</u> ".  The maximum amount of liquidated damages for the whole of the Works is " <u>10 %</u> " of the final Contract Price.																
<b>GCC 47.1</b>	The Bonus for the whole of the Works is <b>Nil</b> per day.  The maximum amount of Bonus for the whole of the Works is <b>Nil</b> of the final Contract Price.																
<b>GCC 48.1</b>	The Advance Payments shall be: <b>Not Applicable</b>  Against the provision by the contractor of an Unconditional Bank Guarantee on																

	the prescribed format attached with the bidding document.
<b>GCC 49.1</b>	The Performance Security amount is: <b><u>10% (Ten) of the final contract price in the form of Bank Guarantee issued by a Schedule bank of Pakistan on the prescribed format attached with the bidding document.</u></b> The performance security shall not be reduced at any Juncture / Event and Clause: 49 of the General Condition of Contract Section-VII shall be followed.
<b>E. FINISHING THE CONTRACT</b>	
<b>GCC 55.1</b>	The date by which operating and maintenance manuals are required is: <b><u>Not Applicable</u></b>  The date by which “as built” drawings are required is: <u>Before 7 days of Energization of Transmission line</u>
<b>GCC 55.2</b>	The amount to be withheld for failing to produce “as built” drawings and /or operating and maintenance manuals by the date required in GCC 55.1 is <u>Not Applicable</u>
<b>GCC 56.2 (g)</b>	The maximum number of days is: 30 days
<b>GCC 58.1</b>	The percentage to apply to the value of the work not completed, representing the Employer’s additional cost for completing the Works, is:  <u>100% of the cost of the non-completed works.</u>
<b>GCC 61.1</b>	Bidder involve in corrupt practice, “Fraudulent Practice “Fraudulent Practice, Collusive Practice, Coercive Practice during procurement processes or contract agreement, bidder will be recommended for blacklisting/debarment as per Mechanism of Black listing attached as Section-X.
<b>GCC-62</b>	Contractor is bound to carryout work as per approved drawings and instructions of Engineer/Designer. In case work is not executed as per approved Drawing, contractor is sole responsible for any loss occurs as result.
<b>GCC-63</b>	Stamp Duties: This Agreement shall be stamped in accordance with Stamp Act, 1899 by the Applicant
<b>GCC 64</b>	<b>ENVIRONMENTAL AND SOCIAL SAFEGUARD CLAUSES (NEW TRANSMISSION LINES)</b> The Contractor will ensure to comply with all applicable National Laws & Regulations relating to Environment, Social, Health, Safety, and Involuntary Land Acquisition & Resettlement during entire project cycle. The contractor shall ensure to: <ul style="list-style-type: none"> <li>• Appoint HSE/Environmental Inspector at work site.</li> <li>• Identify requirements, comply with, monitor and report all control measures, corrective actions set forth, strictly adhered to (a) the Social Assessment Study Report/LARP/Due Diligence Report, (b) the IEE/EIA Study Report, Environmental Management Plan(EMP), and its implementation in true letter and spirit.</li> <li>• Provide PD (C&amp;O) &amp; CTO PESCO a written notice of any unanticipated Environmental, Social risk or impacts that may arise before, during and after construction.</li> </ul>

- To submit monthly monitoring and implementation report to Environment & Social Section CTO PESCO.
- Provide Personal Protective Equipments (PPEs (Safety Helmets, Hard Helmets, Safety Gloves, Safety Shoes, Safety Glasses, and Safety vests) to all the workers and First Aide Box & Firefighting Equipments at site. Trained firefighting & first aide personals at site.
- Safety signs and awareness material printed in Urdu & English languages (486 feet pan-flexes) are placed at visible sites of project (Minimum 15-No).
- The contractor will ensure all the formalities mentioned in BOQ. Furthermore, payment to the contractor would be made after verification of Environment & Social Section CTO PESCO regarding compliance with the environment & social aspects.
- All amount claimed by contractor in lieu of Environment and Social Safeguard Management shall be sent to Environment & Social Section CTO PESCO for verification. Contractor is bound to obtain E&S clearance certificate before final payment.
- Conduct drinking water tests, air quality monitoring, noise measurement and water sprinkling activity as mentioned in BOQ items, the record is provided to Environment & Social Section CTO PESCO and at work site.
- Proper landscaping, plantation of healthy trees (Minimum 05' – 07' feet height) is carried out as per BOQ or to comply with the conditions mentioned in environmental approval/ NOC.
- Notice in local languages “Urdu” shall be displayed at all sites before commencement of civil works.

In case of non-compliance with the Environmental mitigation & monitoring measures, the employer (PESCO) has the right to suspend work and withheld payments till the remedial measures. Any delay causes by the non-compliance of the mitigation and monitoring measured by the contractor will be on account of the contractor and will be liable to pay penalty up to 10% of the total cost of contract and no extension of time will be allowed to the contractor.

## **SECTION-X**

### **CONTRACT FORMS**

This section contains which once completed once completed, will form part of the Contract. The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful Bidder after contract award.

## FORM OF CONTRACT

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

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

### **NOW THIS CONTRACT WITNESSETH AS FOLLOWS:**

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Contract, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below:-
  - (a) This form of Contract;
  - (b) Letter of Acceptance;

- (c) the Form of Bid and the Price Schedule submitted by the Bidder;
- (d) the Works Requirements;
- (e) the Technical Specifications;
- (f) the Drawings;
- (g) the General Conditions of the Contract
- (h) the Special Conditions of Contract,
- (i) the completed schedule including Bill of Quantities; and
- (j) [add here: any other documents]

3. In consideration of the payments to be made by the Procuring agency/Employer to the contractor as mentioned in this contract, the contractor hereby covenants with Procuring agency/Employer to execute the works to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring agency/Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

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

## **NOTIFICATION OF AWARD**

(On Procuring agency/Employer's letterhead)

Letter of Acceptance

[Date]. . . . .

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

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

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

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

Authorized Signature: .....

Name and Title of Signatory: .....

Name of Agency: .....

Attachment: Contract Agreement

## FORM OF CONTRACT

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

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

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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.
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  - (q) the General Conditions of the Contract
  - (r) the Special Conditions of Contract,
  - (s) the completed schedule including Bill of Quantities; and
  - (t) [*add here: any other documents*]
3. In consideration of the payments to be made by the Procuring agency/Employer to the contractor as mentioned in this contract, the contractor hereby covenants with Procuring agency/Employer to execute the works to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring agency/Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

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

## PERFORMANCE GUARANTEE FORM

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

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

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

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

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

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

Signature and seal of the Guarantors

---

*[name of bank or financial institution]*

---

*[address]*

---

*[date]*

**ADVANCE PAYMENT SECURITY**

**Demand Guarantee**

\_\_\_\_\_

**Beneficiary:** \_\_\_\_\_

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

**ADVANCE PAYMENT GUARANTEE No.:** \_\_\_\_\_

**Guarantor:** \_\_\_\_\_

We have been informed that [Inset name of the Contractor] (hereinafter called “the Contractor”) has entered into Contract No. \_\_\_\_\_ dated \_\_\_\_\_ with the [insert name of the Procuring agency/Employer] (hereinafter called “the Procuring agency/Employer”) for the execution of \_\_\_\_\_ (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum \_\_\_\_\_ (\_\_\_\_\_) is to be made against an advance payment guarantee.

At the request of the Contractor, we as Guarantor, hereby irrevocably undertake to pay the Procuring agency/Employer any sum or sums not exceeding in total an amount of \_\_\_\_\_ upon receipt by us of the Procuring agency/Employer’s complying demand supported by the Procuring agency/Employer’s statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

(a) has used the advance payment for purposes other than the costs of mobilization in respect of the Works; or

(b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Contractor has failed to repay.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Procuring agency/Employer’s bank stating that the advance payment referred to above has been credited to the Contractor on its account number \_\_\_\_\_ at \_\_\_\_\_.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as specified in copies of interim statements or payment certificates which shall be presented to us.

The Guarantee shall remain valid up to the aforesaid date and shall be null and void after the aforesaid date or earlier if the advance made to the Contractor is fully adjusted against payments from Interim Payment Certificates of the Contractor provided that the Guarantor agrees that the

aforesaid period of validity shall be deemed to be extended if on the above mentioned date the advance payment is not fully adjusted.

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*[signature(s)]*

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

# RETENTION MONEY SECURITY

## DEMAND GUARANTEE

\_\_\_\_\_ [Guarantor letterhead or SWIFT identifier code]

**Beneficiary:** \_\_\_\_\_ [Insert name and Address of Procuring agency/Employer]

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

**RETENTION MONEY GUARANTEE No.:** \_\_\_\_\_ [Insert guarantee reference number]

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

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

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

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

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

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

\_\_\_\_\_  
[signature(s)]

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

## INTEGRITY PACT

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

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

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

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

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

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

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

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

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

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

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

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

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