Standard Bidding Document

Hiring of Audit Resources from Third Party
(Non-Consultancy Services)

National

Single Stage-Two Envelope

September 21, 2026

MM Directorate on behalf of Audit (IESCO),Chief Engineer (MM)
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PROCUREMENT NOTICE

PROCUREMENT OF NON-CONSULTANCY SERVICES

1. The **MM Directorate on behalf of Audit (IESCO)** has reserved Funds for the procurement planned for FY **2026-27**. The **MM Directorate on behalf of Audit (IESCO)** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the "**Hiring of Audit Resources from Third Party**" with the reference of **"P129061"**

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

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

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

5. E-Bidding documents, containing detailed terms & conditions, specifications and requirements etc. are available on **e-Pak Acquisition and Disposal System (EPADS)** at **https://epads.gov.pk/opportunities/federal/procurements/129061**.

6. The e-bids, prepared in accordance with the instructions in the e-Bidding documents, must be submitted through **EPADS v2.0** on or before **Monday, October 12, 2026 10:30 AM**. E-bids will be opened on the same day at **Monday, October 12, 2026 11:00 AM**. Manual submission of Bids shall not be entertained. Those vendors who have not yet registered on the new version of **EPADS v2.0,** may register themselves on https://vendors.epads.gov.pk/. A tutorial to explain the registration process is available at

https://www.youtube.com/watch?v=MNW6T38v7tc

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

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Instructions to Bidders

A. Introduction

1. **Scope of Bids**

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

2. **Source of Funds**

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

3. **Fraudualent & Corrupt Practices**

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

4. **Eligible Bidders**

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

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

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

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

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

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

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

4.1.6.1. its professional conduct; or

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

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

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

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

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

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

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

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

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

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

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

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

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

5. **Qualification of the Bidder**

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

B. Bidding Documents

6. **Contents of Standard Bidding Document**

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

Section I -Invitation to Bid
Section II Instructions to Bidders (ITB)
Section III Bid Data Sheet (BDS)
Section IV Eligible Countries
Section V Evaluation Criteria, Specifications, Schedule of Requirements, and Technical Specifications.
Section VI Bidding Forms
Section VII Fraudaulent & Corrupt Practices
Section VIII – Material & Non-material deviation
Section IX General Conditions of Contract (GCC)
Section X Special Conditions of Contract (SCC)
Section XI Contract Forms

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

7. **Clarifications**

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

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

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

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

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

7.3. Should the Procuring Agency deem it necessary to amend the bidding document as a result of a clarification, it shall do so following the procedure under **ITB 1.1.**

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

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

7.6. To assist in the examination, evaluation and comparison of Bids of the Bidders, the Procuring Agency may, ask any Bidder for a clarification of its bid including breakdown of prices, through EPADS v2.0. Any clarification submitted by a bidder that is not in response to a request by the Procuring Agency shall not be considered.
No change in the prices or substance of the bid shall be sought, offered, or permitted.
The alteration or modification in the bid which in any way affect the following parameters will be considered as a change in the substance of a

bid:

7.6.1. evaluation & qualification criteria;

7.6.2. required scope of work or specifications;

7.6.3. all securities requirements;

7.6.4. tax requirements;

7.6.5. terms and conditions of bidding documents; and

7.6.6. change in the ranking of the bidders.

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

8. **Amendment of Bidding documents**

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

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

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

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

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

C. Preparation of Bids

9. Documents Constituting the Bids

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

9.1.1. Forms of bid and Bid Prices completed in accordance with ITB BDS, GCC and SCC;

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

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

9.1.4. Documentary evidence established, that the bidder has been authorized to provide the services;

9.1.5. Bid security or Bids Securing Declaration furnished in accordance with BDS; and

9.1.6. Any other document required in the BDS.

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

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

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

11. **Documents Establishing Eligibility and Qualification of the Bidder**

11.1. Pursuant to BDS, the bidder shall furnish, as part of itsbid, 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.

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

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

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

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

12. **Form of Bid**

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

13. **Bids Prices**

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

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

13.3. The Bid price to be quoted in the Forms of Bid shall be the total price of the bid, excluding any discounts offered.

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

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

14. **Price Adjustment**

14.1. Price adjustment shall not be applicable.

14.2. Procuring agency may increase the remuneration of the human resources involved in non-consultancy services on annual basis as per agreement.

14.3. **Procuring agency shall incorporate the provisions to allow wage rate in compliance with Federal Government's minimum wage notification, subject to the applicability in that case.**

15. **Bids Currencies**

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

16. **Bid Validity Period**

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

17. **Bid Security or Bid Securing Declaration**

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

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

17.3. The Bid Security shall be payable promptly upon written demand by the Procuring Agency in case any of the conditions listed in BDS, GCC and SCC are invoked.

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

17.4.1. the expiry of the Bid Security;

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

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

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

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

17.5.1. if a bidder:

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

17.5.1.2. does not accept the correction of errors, or

17.5.2. in the case of a successful bidder fails:

17.5.2.1. **to sign the contract in accordance with SCC; or**

17.5.2.2. **to furnish Performance Guarantee in accordance with BDS and SCC.**

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

18. **Alternative Bids by Bidders**

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

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

19. **Withdrawal, Substitution, and Modification of Bids**

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

20. **Format and Signing of Bids**

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

EPADS v2.0.

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

D. Submission of Bids

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

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

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

E. Opening and Evaluation of Bids

22. **Opening & Evaluation of Bids by the Procurement Cell/Evaluation Committee**

22.1. The Procuring Agencies to constitute odd number Bid Evaluation Committee for the purpose of bid opening and evaluation of all procurements. As per Rules 29 & 30 of Public Procurement Rules, 2004,
The Procuring Agencyis required to establish a Procurement Cell/Evaluation Committee which shall Evaluate the Bids inaccordance with the evaluation criteria, terms and conditions given in the bidding documents.

23. **Opening of Bids**

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

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

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

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

24. **Confidentiality**

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

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

25. **Preliminary Examination of Bids**

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

25.1.1. meets the eligibility criteria defined in **BDS**;

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

25.1.3. is accompanied by the required securities; and

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

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

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

26. **Examination of Terms and Conditions, Technical Evaluation**

26.1. The procuring agency shall evaluate the technical aspects of the bids submitted in accordance with **BDS,** to confirm that all requirements specified in **Evaluation Criteria, Technical Specifications and Schedule of Requirements**, prescribed inthe bidding document have been met without material deviation or reservation.

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

27. **Correction of Errors**

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

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

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

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

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

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

28. **Conversion to Single Currency**

28.1. As per Rule 30 of Public Procurement Rules, 2004.

29. **Evaluation of Bids**

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

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

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

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

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

29.4.2. price adjustment for correction of arithmetic errors in accordance with **ITB 6;**

29.5. converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with **ITB 7**;

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

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

30. **Determination of Most Advantageous Bids**

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

31. **Abnormally Low Financial Bids**

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

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

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

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

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

32. **Rejection of Bids**

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

33. **Single Responsive Bid**

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

34. **Arbitration**

34.1. As per Rule 49 of Public Procurement Rules, 2004.

F. Award of Contract

43. **Criteria of Award**

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

44. **Procuring Agency’s Right to reject All Bids**

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

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

45. **Notification of Award**

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

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

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

46. **Signing of Contract**

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

47. **Performance Guarantee**

47.1. After the receipt of the Letter of Acceptance, the successful bidder, within the specified time, shall deliver to the Procuring Agency a Performance Guarantee in the amount and in the form stipulated in the **BDS**

and SCC, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.

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

48. **Corrupt & Fraudulent Practices**

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

G. Grievance Redressal & Complaint Review Mechanism

53. **Constitution of Grievance Redressal**

53.1. Procuring agency shall constitute a Grievance Redressal Committee (GRC) comprising of an odd number of persons with proper power and authorization to address the complaint. The GRC shall not have any of the members of Procurement Evaluation Committee.

54. **GRC Procedure**

54.1. Any aggrieved party or bidder as the case may be, may file grievance in accordance with Rule 48 of the Public Procurement Rules, 2004 and Redressal of Grievance Regulations, 2022

H. Blacklisting/ Debarment

55. **Procedure for Blacklisting/Debarment**

55.1. The procuring agency may initiate blacklisting proceedings against contractor/supplier in accordance with Rule-19 of the Public Procurement

Rules, 2004 , Mechanism for Blacklisting, Debarment Regulations, 2024 and Regulation on “procedure for filling and disposal of review petition under rule-19(3) of the Public Procurement Rules, 2004.

Bid Data Sheet

Bids Data Sheet (BDS)

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

BDS Clause Number
ITB Number

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

A. Introduction

BDS Clause Number 1

Name of Procuring Agency: **MM Directorate on behalf of Audit (IESCO)**

The subject of procurement is: **Hiring of Audit Resources from Third Party**

Expected commencement date: **Tuesday, December 15, 2026**

BDS Clause Number 2

Financial year for the operations of the Procuring Agency: **2026-27**

Name and identification number of the Contract: **P129061**

BDS Clause Number 3

JV/Consortium or Association Allowed: **Yes**
Number of JV/Consortium Members: **2**

B. Bidding Documents

BDS Clause Number 4

The Bidders may seek clarifications through **EPADS v2.0**: Clarification Date: Monday, October 5, 2026
Pre-Bid Meeting: Tuesday, September 29, 2026 11:00 AM
Venue: IESCO Headquarters Street no. 40, G-7/4 Islamabad

BDS Clause Number 5

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

BDS Clause Number 6

List of documents required along with the bid: No

BDS Clause Number 7

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

see Eligibility Criteria

BDS Clause Number 8

Services and Their related documents:
See section Required Services and Scope of Work

BDS Clause Number 9

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

BDS Clause Number 10

Specifications:

see section of specifications.

C. Preparation of Bids

BDS Clause Number 11

The price shall be **Fixed**.

BDS Clause Number 12

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

BDS Clause Number 13

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

BDS Clause Number 14

The amount of Bid Security shall be as defined in Bid Security Section for items and lots given in **BDS 6**
The Bid Security shall be in the form of: **Pay Order, Call at Deposit, Demand Draft**

BDS Clause Number 15

The Bids security shall be valid for twenty-eight (28) days beyond the expiry of the Bids validity period specified in the bidding documents, for example the bid validity is 90 days so the bid security shall be valid for 90+28 = 118 days.

BDS Clause Number 16

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

D. Submission of Bids

BDS Clause Number 17

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

IESCO Headquarters Street no. 40, G-7/4 Islamabad

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

The deadline for Bids submission is: **Monday, October 12, 2026 10:30 AM**

E. Opening and Evaluation of Bids

BDS Clause Number 18

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

Day *: **Monday***

Date: ***Monday, October 12, 2026***

Time *: **11:00 AM***

BDS Clause Number 19

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

F. Award of Contract

BDS Clause Number 20

The Performance guarantee shall: **10.00%**.

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

21.

51.1

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

G. Review of Procurement Decisions

BDS Clause Number 22

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

Eligibility Criteria

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

Eligibility Criteria	Document
The firm must be on the list of firms with satisfactory Quality Control Review (QCR) ratings issued by Institute of Chartered Accountants of Pakistan (ICAP).	Yes
Firm should be ICAP Registered.	Yes
GST/PST/IST/SECP registration	Yes
Registration with EOBI	Yes

Affidavit regarding registration with insurance company	Yes
JV Partners/ Consortiums agreement in case of JV participation. Otherwise, a nil certificate will be attached	Yes
Affidavit of Observing Minimum Wages notified by the Federal / Provincial / ICT /ICAP/ Local Governments or Authorized Offices	Yes
In the case of firms, the bidder shall submit the Registration Certificate issued by the Registrar of Firms. Where such registration is not applicable, the bidder shall submit a Nil Certificate	Yes
An affidavit (not older than Seven Days) on Stamp Paper(s) of worth Rs.100 or more that Bidder is not insolvent, bankrupt and is not blacklisted or debarred by PPRA, Government, Semi-Government, Private, Autonomous body or any other international organization at the time of submission of bid	Yes
The bidder shall have no pending litigation with IESCO before any court of law and shall submit a duly notarized affidavit on a Rs. 300 non-judicial stamp paper at the time of submission of bid	Yes

Evaluation Criteria

Quality and Cost Based Selection (QCBS)

Weightage

Technical Evaluation %	Financial Evaluation %
70	30

Technical Marks	**100**
Passing Marks	**70**
Year of Experience	
Bidder/Firm Must demonstrate year of experience for supply of qualified manpower. (Quantitative)(Doc Required) More than 10 Years **(10)** Less than 10 More than 5 Year **(5)** Less than 5 Years More than 2 Years **(3)**	10
Experience in the relevant field	

Number of Companies to which qualified manpower provided / supplied in Public/Private / Power Sector in last two year. Please provide detail/list of each client / company, and number of registered Human Resource. Note: In this regard, firm will provide documentary evidence such as relevant contract agreements along with completion certificates. (Quantitative)(Doc Required) 10 and Above (Company) **(15)** 7-9 (Company) **(12)** 5-6 (Company) **(9)** 3-4 (Company) **(6)** 1-2 (Company) **(3)**	15
Number of qualified manpower supplied in Power Sector/Public Sector / Private Sector, similar to the scope of this RFP. Bidder has provided services/supplied personnel under the contract in last two year. Note: Documentary Evidence (Quantitative)(Doc Required) 50 or more than 50 **(15)** Less than 50 more than 35 **(12)** Less than 35 more than 25 **(9)** Less than 25 more than 20 **(6)** Less than 20 more than 10 **(3)**	15
Financial Soundness	

Firm must demonstrate financial soundness Firm must demonstrate positive net worth In Case of JV Partner-A Partner-B AAT of JV = (AAT of A+ AAT of B)/N Average Annual Turnover of last three year Note: Provide readable and legible copy of Audit Reports of last 03 years (Quantitative)(Doc Required) More than 30 million **(15)** Less than 30 M more than 25 M **(8)** Less than 25 M More than 20 M **(5)** Less than 20 million more than 10 Million **(2)**	15
Cash or cash equivalent or Bank Balance In Case of JV Partner-A Partner-B Cash Flow /FR of JV = (FR of A+FR of B)/N Bidder shall demonstrate its cash or cash equivalent after fulfillment of all current commitments Plus monthly payment of this contract Note: Provide valid credit lines and detail of all current contract commitments (if any) (Quantitative)(Doc Required) More than 5 million **(15)** Less than 5 million but more than 2.5 million **(8)** Less than 2.5 million more than 1 million **(4)**	15
Manpower	

Audit Resources (25 Nos.) (Quantitative)(Doc Required) full strength **(30)** half of strength **(15)** Less than 50% strength **(1)**	30

Required Services

Positions Without Lots :

Position	Delivery Schedule	Quantity	Bid Security
Audit Resources	**Address:** Chief Internal Auditor IESCO Grid Station, I-10/3, Islamabad **Schedule:** Within 07 days from the signing of the contract (As per the requirement) **Quantity:** 25/Qty	25/Qty	1000000 PKR

Related Services :

No

Services Specifications

Positions Without Lots :

Position: Audit Resources

Specifications / Requirements:

CA (Inter) Experience Related to Audit/Finance will be preferable

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Scope of Work

In accordance with the ToRs and scope attached as annexure

Price Schedule

For Individual Positions

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

For Lots

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

General Conditions of Contract

A. General

1. **Definitions**

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

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

1.1.2. “The Contract” means an agreement enforceable by law;

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

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

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

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

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

1.1.8. **“**Day” means calendar day unless indicated otherwise;

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

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

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

1.1.12. “Government” means the Government of Pakistan;

1.1.13. “Local Currency” means the currency of Pakistan;

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

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

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

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

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

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

2. **Applicable Law**

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

3. **Language**

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

4. **Notices**

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

5. **Location**

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

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

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

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

7. **Effectiveness of Contract**

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

8. **Commencement of Services**

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

9. **Program schedule**

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

10. **Starting Date/Expiration Date**

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

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

11. **Entire Agreement**

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

12. **Modification**

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

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

13. **Force Majeure**

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

13.2. **No Breach of Contract**
The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

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

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

14. **Termination**

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

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

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

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

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

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

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

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

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

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

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

C. Obligations of the Contractor

15. **General**

15.1. **Standard of Performance**

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

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

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

16. **Conflict of Interests**

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

16.2. **Contractor and Affiliates Not to be Otherwise Interested in Project**
The Contractor agree that, during the term of this Contract and after its termination, the Contractor and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

16.3. **Prohibition of Conflicting Activities**
Neither the Bidder nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

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

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

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

17. **Insurance to be Taken Out by the Contractor**

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

18. **Contractor's Actions Requiring Procuring Agency's Prior Approval**

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

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

18.1.2. changing the Program of activities; and

18.1.3. any other action that may be specified in the **SCC.**

19. **Reporting Obligations**

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

20. **Liquidated Damages**

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

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

20.3. **Lack of performance penalty**

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

21. **Performance Guarantee**

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

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

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

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

22. **Sustainable Procurement**

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

D. Contractor's Personnel

23. **Description of Personnel**

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

24. **Removal and / or Replacement of Personnel**

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

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

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

E. Obligations of the Procuring Agency

25. **Change in the Applicable Law**

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

26. **Services and Facilities**

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

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

F. Payments to the Contractor

27. **Contract Price**

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

28. **Terms and Conditions of Payment**

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

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

29. **Quality Control Identifying Defects**

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

30. **Correction of Defects, and Lack of Performance Penalty**

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

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

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

31. **Settlement of Disputes Amicable Settlement**

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

32. **Dispute Settlement**

32.1. **Arbitration**

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

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

Special Conditions of Contract

SECTION VIII. SPECIAL CONDITIONS OF CONTRACT

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

Number of GC Clause

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

Definitions

The Procuring Agency is: MM Directorate on behalf of Audit (IESCO), Chief Engineer (MM) IESCO Headquarters Street no. 40, G-7/4 Islamabad

The Supplier is:

The title of the subject procurement is:Hiring of Audit Resources from Third Party

Number of GC Clause 2

Applicable/Governing Law:

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

Number of GC Clause 3

Language:

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

Number of GC Clause 4

Notices:

The addresses for the notices are:

Procuring Agency:

MM Directorate on behalf of Audit (IESCO), Chief Engineer (MM)
IESCO Headquarters Street no. 40, G-7/4 Islamabad
+92-319-599-2131
ce_mm@iesco.com.pk

Contractor/ Bidder:

[Name, address and telephone number].

The Contractor/ Bidder's Representative(s)

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

Number of GC Clause 6.1

The Authorized Representatives are:

For the Procuring Agency:

MM Directorate on behalf of Audit (IESCO), Chief Engineer (MM)
IESCO Headquarters Street no. 40, G-7/4 Islamabad
+92-319-599-2131
ce_mm@iesco.com.pk

For the Bidder:

Name: ………………………

Designation: ……………..

Address: ……………………………..

Number of GC Clause 7

Effectiveness of the contract

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

Number of GC Clause 8

Commencement of Contract:

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

Number of GC Clause 10.2

Expiration of Contract:

The time period shall be ………………….

Number of GC Clause 14

Termination

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

Number of GC Clause 16

Conflict of Interest:

The Procuring Agency reserves the right to determine on a case-by-case basis whether the Bidder should be disqualified from providing services due to a conflict of a nature described in Clause GCC C2**.**

Number of GC Clause 20

Liquidated Damages

If the Bidder fails to provide services as required under the contract or in case of any data loss/data breach or any incident compromising the data security or other such failures related to any services, the Bidder shall pay to the Procuring Agency as Liquidated Damages at a rate of **0.06%** to **10.00%** of the Contract value, in accordance with the extent of performance failure & the cost of investigating such incidents as judged by the Authority.

Number of GC Clause 21

Performance Guarantee:

The amount of performance guarantee shall be 10.00% of the contract price in acceptable form of Bank Guarantee

Number of GC Clause 27

Currency of Payment:

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

Number of GC Clause F

Payment terms:

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

Number of GC Clause F

Identifying Defects:

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

Number of GC Clause F 5 & 6

Following is the guidance for Dispute Resolution

i. If any dispute of any kind whatsoever shall arise between the Authority and the Bidder in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and the execution of the Contract – whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within 14 (fourteen) days following a notice sent by one Party to the other Party in this regard**.**

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

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

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

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

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

Arbitrator's fee:

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

Appointing Authority for Arbitrator:

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

Rules of procedure for arbitration proceedings:

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

Place of Arbitration and Award:

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

Bid Securing Declaration

Form 9: Bid Securing Declaration

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

Bid No.:***P129061***

To: **MM Directorate on behalf of Audit (IESCO), Chief Engineer (MM) IESCO Headquarters Street no. 40, G-7/4 Islamabad**

We, the undersigned, declare that:

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

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

1. have withdrawn or modified our Bid during the period of Bid Validity specified in the Form of Bid;

2. Disagreement to arithmetical correction made to the Bid price; or

3. having been notified of the acceptance of our Bid by the Procuring Agency during the period of Bid Validity, (i) failure to sign the contract if required by Procuring Agency to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the Bidding Documents.

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

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

Contract Form

SECTION IX: CONTRACT FORMS

THIS AGREEMENT made the _____ day of __________ 20_____ between **MM Directorate on behalf of Audit (IESCO), Chief Engineer (MM) IESCO Headquarters Street no. 40, G-7/4 Islamabad**

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

WHEREAS the Procuring Agency invited Bids for provision of goods, viz., **Hiring of Audit Resources from Third Party (*P129061*)** and has accepted a Bids by the Bidder for the provision of Goods in the sum of *[contract price in words and figures]* (hereinafter called “the Contract Price”).

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

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

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

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

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

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

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

Signed, sealed, delivered by __________________the ________________ (for the Procuring Agency)

Witness to the signatures of the Procuring Agency:

………………………………………………

Signed, sealed, delivered by __________________the ________________ (for the Procuring Agency)

Witness to the signatures of the Bidder: ………………………………………………

Integrity Pact

Integrity Pact

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

Contract Number: Contract Value: Contract Title:

Dated:

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

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

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

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

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

Performance Guarantee Form

Performance Guarantee Form

To: **MM Directorate on behalf of Audit (IESCO), Chief Engineer (MM) IESCO Headquarters Street no. 40, G-7/4 Islamabad**

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

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

AND WHEREAS we have agreed to give the Bidders guarantee:

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

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

Signature and seal of the Guarantors

___

[name of bank or financial institution]

___

[address]

[date}

Annexure

Technical Proposal Forms

Submit duly filled and signed form/document

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Technical Proposal Forms** (page number: 74)

Instruction to bidders

Submit dulysigned documen

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Instruction to bidders** (page number: 81)

General Conditions of Contract

Submit duly signed document

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **General Conditions of Contract** (page number: 87)

Special Conditions of Contract

Submit duly signed document

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Special Conditions of Contract** (page number: 96)

Special Requirements and ToRs

Submit dulysigned form/document

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Special Requirements and ToRs** (page number: 98)

Financial Situation and annual average turnover

Submit duly filled and signed form/document along with the proof i.e. Readable and legible copies of Audit Reports of last 03 years, valid credit lines etc

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Financial Situation and annual average turnover** (page number: 102)

Financial Proposal submission Forms

Submit duly filled and signed form/document

Note: Enter the prices only in this Price Schedule/Form. Do not enter prices in any other form or document. Any price disclosed in the technical proposal or any other form will be treated as disclosure during the technical evaluation, which leads to disqualification of the bid

Financial Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Financial Proposal submission Forms** (page number: 104)

Specimen of Bid Security as Bid Guarantee

Information (Read-Only)

See Form Under Additional Forms and Documents: **Specimen of Bid Security as Bid Guarantee** (page number: 109)

Specimen for undertaking for minimum wages

Information (Read-Only)

See Form Under Additional Forms and Documents: **Specimen for undertaking for minimum wages** (page number: 111)

Undertaking for Conflict of Interest

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Undertaking for Conflict of Interest** (page number: 112)

Fines and Penalties

Submit duly signed document

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Fines and Penalties** (page number: 114)

Specimen Salary Disbursement form

Information (Read-Only)

See Form Under Additional Forms and Documents: **Specimen Salary Disbursement form** (page number: 115)

Specimen for Contract Forms/PG

Information (Read-Only)

See Form Under Additional Forms and Documents: **Specimen for Contract Forms/PG** (page number: 117)

Procurement Forms

Past Experience and Completed Contracts

Submit duly completed and signed forms along with the copy of contracts

See Form Under Additional Forms and Documents: **Past Experience and Completed Contracts** (page number: 121)

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

Submit duly completed and signed form along with the copy necessary documents

See Form Under Additional Forms and Documents: **Historical Contract Non-Performance, and Pending Litigation and Litigation History** (page number: 122)

Current Contracts and Their Progress

Submit duly completed and signed form

See Form Under Additional Forms and Documents: **Current Contracts and Their Progress** (page number: 124)

Financial Capacity and Net Worth Evaluation Form

Submit duly completed and signed form along with the valid credit lines

See Form Under Additional Forms and Documents: **Financial Capacity and Net Worth Evaluation Form** (page number: 125)

Average Annual Turnover

Submit duly completed and signed form along with the Audit Reports of last 03 years

See Form Under Additional Forms and Documents: **Average Annual Turnover** (page number: 127)

Additional Forms and Documents

Technical Proposal – Standard Forms

B1. Technical Proposal Submission Form

B2. General information/Firms/Bidders Profile

B3. Firm's competence and experience in providing services of Human Resource of a similar nature in a timely and efficient manner.

B4. List of proposed personnel for the contract.

(B1)

Technical Proposal Submission

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

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

To: **[*insert complete name of Procuring agency/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 and IESCO Blacklisting Mechanism.

(b) **Eligibility**: We meet the eligibility requirements and have no conflict of interest in accordance with Instructions to bidder (ITB) ;

(c) **Conformity**: We offer to execute services in conformity with the bidding document and in accordance with the Scope of Services: [*insert a brief description of the SERVICES*];

(d) **Bid Validity Period**: Our Bid shall be valid for the period ----------- Days from the date fixed for the Bid submission deadline, and it shall remain binding upon us, and may be accepted at any time before the expiration of that period;

(e) **Performance Security**: If our Bid is accepted, we commit to obtain a performance security in accordance with the bidding document;

(f) One Bid per Bidder: We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other bid(s) as a Joint Venture member or as a subcontractor, and meet the requirements**;**

(g) **Suspension and Debarment**: We, along with any of our subcontractors, suppliers, consultants, manufacturers, or any other services for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Procuring agency/Employer. Further, we are not ineligible under Pakistan laws;

(h) **State-owned enterprise or institution**: [*select the appropriate option and delete the other*] [*We are not a state-owned enterprise or institution*] / [*We are a state-owned enterprise or institution*];

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

(j) **Not Bound to Accept**: We understand that you are not bound to accept the Most Advantageous Bid or any other Bid that you may receive; and

(k) **Fraud and Corruption**: We hereby certify that we have taken steps to ensure that no person acting for us, or on our behalf, engages in any type of Fraud and Corruption.

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

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

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

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

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

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

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

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

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

Name and address of applicant:

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

Date established:

Name and address of applicant bankers:

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

Registration:
SECP Registration No. -------------------------
EOBI Registration
RA Registration
FBR Registration

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

Number of Experts/ Consultant/ Human Resource Base:
CEO / Managing Director:
Contact Person:
Telephone numbers:
Fax number:

Email Address:

B3. Firm's competence and experience in providing services supply of manpower of similar nature in a timely and efficient manner

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

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

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

Note: Provide CVs of the Personnel

Instructions to Bidder

1. Definitions

This is Request for Proposal, unless the context provides otherwise:

a. "***Agreement***" means "an agreement concluded between Company and the Successful lowest evaluated Bidder"

b. **"Board"** ***means*** the Board of Directors of IESCO

c. **"Bidder"** means "any Agency/firm who has responded to this RFP by submitting a formal proposal/bid.

d. **"Company"** means Islamabad Electric Supply Company (IESCO) registered under Section 42 of the Companies Ordinance, 1984, with its office at Street No.40 Sector G-7/4 Islamabad."

e. **"Date of Issue"** means "the date on which this RFP is issued by Company to solicit bids from potential bidders

f. "***Day***" **means** calendar day.

g. "***Request for Proposal (RFP)***" means set of documents prepared by IESCO to solicit proposal, which consists of definition, instructions for bidders, ToR, evaluation criteria, forms for providing information and draft contract.

h. **"Scope of Work"** means "the description of formal work activities under this RFP to be completed by the Successful Bidder in accordance with the Contract signed between Successful Bidder and the Company."

i. "**Successful** Bidder" means "a bidder who has been awarded the contract pursuant to this RFP and who shall be responsible to complete assignments as enlisted in the Scope of Work and further quantified under the Scope of Work".

j. "***Terms of*** **Reference**" (ToR) means that part of Bidding Document which explains the scope of work, activities, tasks to be performed, evaluation criteria, respective responsibilities of the bidder as well as expected results and deliverables of the assignment

2. Instructions to Bidders

2.1 This document contains all the information pertinent to our requirement, and governs the preparation and submission of proposals. The technical & financial forms to be filled by bidder for the assignment are annexed with this RFP document. Proposals must be submitted by the deadline, completed on the formats provided by the Company, with supporting documents, according to the guidelines given in the document titled **Instructions to Bidders**. The proposals will be evaluated by a Procurement Committee constituted by the Company.

3. Solicitation Document

3.1 Contents

The bidder is expected to examine all instructions, general conditions, forms, terms and Terms of Reference contained in the RFP document and its annexures, Appendix etc. Failure to comply with instructions will be at the bidder's risk and may affect the evaluation of the proposal. Proposals that do not comprehensively address the scope of work/ToR and other requirements will be rejected. Inability to comply with the corresponding instructions, general conditions of contract, terms and specifications may lead to rejection of proposal. In the event of non-compliance with the ToR of the RFP document and obligations contained in the agreement, the Company may terminate the agreement by providing 01 month written notice to the successful bidder without any further obligation or compensation on the part of the Company

4. Preparation of Proposal

While preparing the Technical Proposal, the bidder/firm shall ensure that it provides the Company with documentary evidence. Since the evaluation committee will evaluate the bids solely on the basis of the documentary evidence submitted in accordance with the technical evaluation & qualification criteria and other terms and condition.

Technical Proposal should detail the capability and experience of delivering the services specified in the ToR. Team structure proposed by supplier have qualified personnel and having no criminal record. *The technical proposal must not contain any pricing information whatsoever on the services being offered. Non-compliance may lead to rejection of the proposal.*

4.1 Taxes

The quoted costs should be inclusive of all applicable (direct & indirect) taxes, etc However, PST& GST shall be re-imbrues upon submission of original invoices. The financial bid will be scored based upon the bid amount inclusive of all taxes.

5. Submission, Receipt, and Opening of Proposal

5.1 The RFP will be based upon **single stage, two envelop procedure "Technical Proposal" & Financial Proposal"** as prescribed under Public Procurement Rules2004, e-Pak Procurement Regulations, 2023 and any Regulations, Regulatory Guides, Procurement Guidelines or Instructions issued by the PPRA (from time to time), and is open to all eligible registered Firms/JV Partners (Members in joint venture not more than two) on EPADS.

5.2 The bidder's Organization Head or an authorized representative on his/her behalf shall initial and stamp all pages of the original Technical and Financial Proposals. In case of latter, an authorization shall be provided which shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign.

6. Proposal Evaluation

6.1 Confidentiality

From the time, the Proposals are opened to the time evaluation report is announced, the Bidders should not contact the Company on any matter related to its Technical and/or Financial Proposal. Any effort by the Bidder to influence the Company in the examination, evaluation, ranking of Proposals, and recommendation for award of Agreement may result in the rejection of the bidder's Proposal. However, the Company may contact the bidder for seeking clarification of any aspect of technical proposal or demand any missing information.

6.2 Overall evaluation shall be carried out based on weighted average methodology wherein technical evaluation will carry 70% and financial evaluation will carry 30% weightage respectively.

6.2.1 Technical Proposal Weighted = S_T x 70%

S_T = Technical Score of Proposal under evaluation

6.2.2 Price Proposal Weighted

P_s= (F_m/Fx100) x 30%

F_m = Lowest Price proposal under Evaluation

F = Price Proposal under evaluation

6.2.3 Combined Score for determination of Ranking

$S_c = T_s+P_s$

7.1 Evaluation of Technical Proposals

7.1 During the Technical evaluation, no amendments in the proposals shall be permitted. The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the qualification and evaluation criteria and point system specified in the RFP document. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP and particularly the eligibility criteria or if it fails to achieve the minimum qualifying technical score indicated in the RFP documents. The Bidders who obtain at least 70 out of 100 marks in technical evaluation criteria will qualify and financial proposals would be opened only for technically qualified Bidders on E-PADs Version 2.0.

8. Financial Proposals

8.1 After the evaluation and approval of technical proposal, Technical Evaluation will be uploaded on PPRA and IESCO Website for period of 7 days as per Rules. Subsequent to that financial bids will be opened on E-PADs

8.2 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic error. Errors will be corrected by the Employer as follows:

(a) only for unit price contracts, if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;

(b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

I if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

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

8.4 The amount stated in the Form of Bid will be adjusted by the 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 Bid Price, his Bid will be rejected, and the Bid Security shall be forfeited in accordance with clause 4.4 thereof.

8.5 Where the bid price is considered to be abnormally low, the procuring agency shall perform price analysis either during determination of Most Advantageous Bid or as part of the post qualification process, the following process shall apply:

a. The procuring agency may reject a bid if the procuring agency has determined that the price in combination with other constituent element of the bid is abnormally low in relation to subject matter of the procurement (ie scope of the procurement or ancillary services) and raised concerns as to the capability and capacity of the respective bidder to perform that contract
b. Before rejecting an abnormally low bid the procuring agency shall request the bidder an explanation of the bid or bid being abnormally low, take account of the evidence provided in response to a request in writing, and subsequently verify the bid or parts of the bid being abnormally low

c. The decision of procuring agency to reject a bid and reasons for the decision shall be recorded in the procuring proceeding and promptly communicated to the bidder concerned.
d. The procuring agency shall not incur any liability solely by rejecting abnormally bid
e. An abnormally low bid mean, in light of the procuring agency's estimate and of all the bids submitted, the bid appears to be abnormally low by not providing a margin for normal level of profit.
f. In order to identify the Abnormally Low Bid following approaches can be considered to minimize the scope of subjectivity:
    i. Comparing the bid price with the cost estimate
    ii. Comparing the bid price with bids offered by other bidder submitting substantially responsive bids and
    iii. Comparing the bid price with prices paid in similar contracts in recent past either government or development partner funded.

9. Availability of Management Team

9.1 The successful Bidder is bound to provide the services of the professional staff proposed in technical proposal. In case of non-availability of any proposed professional staff during the contract period, the bidder will provide valid reason and documentary justification. The Bidder is bound to provide the substitute professional staff with same technical strength with no delay after mutual agreement of both parties i.e. the Bidder and the Company.

9.2 No member of Management Team including Project Leader should be a proposed team member in any other bid (currently invited or under review for selection purposes) submitted to the Company for another project.

10. Award of Agreement

I. After completing negotiations (Negotiation related to Work Plan, Methodology etc. except price or costing), the Company shall award the Agreement to the selected Bidder (highest ranked). After agreement signature, the Company shall return the unopened Financial Proposals of the non-responsive bidder(s).

II. Successful bidder shall submit Ten (10%) performance Guarantee in favor of CEO IESCO in shape of Bank Guarantee from schedule bank having PCRA rating A+ valid for 14 Month initially. In case contract is extended then validity of performance Guarantee will also extend.

III. Performance Guarantee will be submitted within 14 days from date of issuance of Notice of Award.

11. Confidentiality

The Company shall keep all information regarding the bid evaluation confidential until the time of the announcement of the evaluation report under PPRA Rule No. 41. However, any bidder influence between opening of proposal and announcement of results shall lead to rejection of proposal without any further notice.

b. **Conflict of Interest**

Without limitation on the generality of the foregoing, Bidder shall be considered to have a conflict of interest and shall not be recruited under any of the circumstances set forth below:

12.1 Conflicting assignments

The bidder (including its Personnel) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment to be executed for the same or for another Client.

12.2 Conflicting Relationships

12.2.1 The bidder (including its Personnel) or any of its affiliates that has a business or family relationship with a member of the Company Board, Management, or staff who is directly or indirectly involved in the preparation of Terms of Reference, selection process of third party evaluation services and/or supervision of the Agreement may not be awarded an Agreement unless conflict stemming from this relationship has been resolved in a manner acceptable to the Board throughout the selection process and the execution of the Agreement.

12.2.2 The bidder has an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest, or that may reasonably be perceived as having this effect by notifying the Company in writing. Failure to disclose said situations may lead to disqualification of the bidder or the termination of its Agreement.

12.2.3 Current employees of the Company shall not work as and for the bidder.

13. Fraud and Corruption:

13.1 The Company requires the bidder/s participating in provision of Services to adhere to the highest ethical standards, both during the selection process and throughout the execution of an agreement. In pursuance of this policy, Company defines, for the purpose of this paragraph, the terms set forth below as follows:

a. "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any employee of the Company in the selection process or in agreement execution;

b. "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of an agreement;

c. "Collusive practices" means a scheme or arrangement between two or more with or without the knowledge of the Client, designed to establish prices at artificial, non-competitive levels;

13.2 "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of an agreement. The Company will reject a proposal for award if it determines that the bidder recommended for award has directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the agreement in question. The Company may also impose penalties on the bidder, declaring it ineligible, either indefinitely or for a stated period of time, for Company funding, if at any time it determines that the bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Company funded assignment.

13.3 The Company will have the right to inspect the bidding firm's accounts and records and other documents relating to the submission of proposals and agreement performance, and have them audited by auditors appointed by the Company.

14. Clarification Request.

14.1 The bidder can request a clarification in RFP document up to the date indicated on E-PADs Version 2.0

14.2 At any time before the submission of Proposals, the Company may amend the RFP document by issuing an addendum in writing. The addendum shall be published in the local newspaper and uploaded at PPRA & Company web site, and revised RFP document will be uploaded on E-PADs.

General Contract Conditions

1. General Provision

1.1 Definition:

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings

a)	The Arbitrator is the person appointed jointly by the Procuring agency and the Service provider to resolve disputes in the first instance, as provided for in Sub-Clause 8.2 hereunder
b)	"Consideration Amount" means the procuring agency shall make payment to the Service Provider after deducting all applicable taxes in consideration of the services rendered to be performed by the Service Provider under the contract
c)	"Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
d)	"Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
e)	"Day-works" means varied work inputs subject to payment on a time basis for the Service Provider's employees and equipment, in addition to payments for associated materials and administration
f)	"Procuring agency" means the party who employs the Service Provider
g)	"Local Currency" means Pak Rupee (PKR);
h)	"Member," in case the Service Provider consist of a joint venture of more than one entity, means any of these entities; "Members" means all these entities, and "Member in Charge" means the entity specified in the Special Conditions to act on their behalf in exercising all the Service Provider' rights and obligations towards the Procuring agency under this Contract;
i)	"Party" means the Procuring agency or the Service Provider, as the case may be, and "Parties" means both of them;
j)	"Personnel" means persons hired by the Service Provider or by any Sub-Service provider as employees and assigned to the performance of the Services or any part thereof;
k)	"Payment in Advance" means procuring agency, on the request of service provider, shall make an advance payment at the closure of the financial year.
l)	"Service Provider" is a person or corporate body whose Proposal to provide the Services has been accepted by the Procuring agency;
m)	"SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented;
n)	Services" means the work to be performed by the Service Provider pursuant to this Contract, as described in Section-IV – Scope of services, Proposal document

1.2 Applicable Law

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

1.3 Language

This Contract has been executed in the language **specified in the SCC,** which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices

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

1.5 Location

The Services shall be performed at such locations as are specified in Section IV , in the specifications and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Procuring agency may approve

1.6 Authorized Representative

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring agency or the Service Provider may be taken or executed by the officials **specified in the SCC.**

1.7 Inspection and Audit by the procuring agency

The Service Provider shall permit the Procuring Agency to inspect its accounts and records relating to the performance of the Services and to have them audited by auditors appointed by the Procuring Agency, if so required

1.8 Taxes & Duties

The Service Provider, Sub-Service providers, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law

2. Commencement, Completion, Modification, and Termination of Contract

2.1 effectiveness of contract

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

2.2 Commencement of services

2.2.1 work program

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

2.2.2 Starting Date

The Service Provider shall start carrying out the Services fifteen (15) days after the date the Contract becomes effective, or at such other date as may be **specified in the SCC.**

2.3 Intended completion date

Unless terminated earlier pursuant to Sub-Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is **specified in the SCC**

2.4 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties

2.5 Force Majeure

2.5.1 Definition

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

2.5.2 No Breach of Contract

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

2.5.3 Extension of Time

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

2.6 Termination

2.6.1 By Procuring Agency

The Procuring agency may terminate this Contract, by not less than thirty (30) days**'** written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Sub-Clause 2.6.1

a) if the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within twenty-one (21) days after being notified or within any further period as the Procuring agency may have subsequently approved in writing;

b) Without prejudice to any other available rights / remedies, the Procuring Agency shall have the right to terminate this agreement at its option for any reason specifically provided hereunder or otherwise in case of any breach of this agreement by Service Provider.

c) The performance of services by the Service Provider under this agreement shall remain under observation during the whole period of the agreement. in case the services are found unsatisfactory, below the specified standard or non-performance due to strike of the Service Provider staff / manpower, this contract shall be terminated by the Procuring Agency after evaluation / probe report of the incident, if the subject was at the behest of the company or its employees, the contract will be terminated upon service of a notice period i.e. 30 days.

d) The Procuring Agency shall be entitled to terminate this agreement forthwith at any time upon serving notice in the event of misconduct either on the part of the Service Provider or its employees or non-performance of responsibilities and services by the Service Provider. The termination shall be without prejudice to the acquired rights and liabilities of either party prior to termination. (Read with previous clause)

e) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than thirty (30) days; or

f) If, the Service Provider, in the judgment of the Procuring agency has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this sub-clause, the terms set forth constitute corrupt or fraudulent activity

   I) **"**corrup**t** practice**"** means the offering, giving, receiving, **or** soliciting of anything of value to influence the action of a public official, service provider or Service provider in the procurement process or in contract execution to the detriment of the procuring agency; or misrepresentation of facts in order to influence a procurement process or the execution of a contract;

II) **“fraudulent** practice**”** is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;

III) **“**collusive practices**”** is an arrangement among service providers (prior to or after proposal submission) designed to establish proposal prices at artificial, noncompetitive levels for any wrongful gain, and to deprive the procuring agency of the benefits of free and open competition, and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty;

IV) **“**coercive practices**”** is impairing or harming, or threatening to impair or harm, directly or indirectly, any person or the property of the person (participant in the selection process or contract execution) to influence improperly the actions of that person;

V) **“**obstructive practice**”** is deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; 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 acts intended to materially impede the exercise of the Client**’**s inspection and audit rights

2.6.2 By the services Provider

The Service Provider may terminate this Contract, by not less than thirty (30) days**’** written notice to the Procuring agency, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Sub-Clause 2.6.2:

a) If the Procuring agency fails to pay any monies due to the Service Provider within agreed timeline pursuant to this Contract, and not subject to dispute pursuant to Clause 7, the Service Provider shall issue first notice that such payment is overdue. After forty five (45) days of giving written first-notice, if the procuring agency still fails to pay, service provider shall issue second written notice. After fifteen days (15) of no response on second notice, service provider may give thirty (30) days termination notice; or

b) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.6.3 Suspension of Payment

If the Service Provider has not received sums due to by the due date stated in the SCC in accordance with Clause 6 the Service Provider may issue a notice as per sub-clause 2.6.2.

3. **Obligation of the Service Provider**

3.1 General

The Service Provider shall perform the Services in accordance with the Specifications and Scope of services as per section-IV, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Procuring agency, and shall at all times support and safeguard the Procuring agency's legitimate interests in any dealings with Sub-Service providers or third parties

3.2 Conflict of Interest

3.2.1 <u>Services Provider not to benefit from commission and Discount</u>

The remuneration of the Service Provider pursuant to Clause 6 shall constitute the Service Provider's sole remuneration in connection with this Contract or the Services, and the Service Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the Personnel, any Sub-Service providers, and agents of either of them similarly shall not receive any such additional remuneration

3.2.2 <u>Services provider and affiliates not to be otherwise interested in project</u>

Service Provider agree that, during the term of this Contract and after its termination, the Service Provider and its affiliates, as well as any Sub-Service provider and any of its affiliates, shall be disqualified from providing goods, works, or Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.3 Prohibition of conflicting activities

Neither the Service Provider nor its Sub-Service providers nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

a) during the term of this Contract, any business or professional activities which would conflict with the activities assigned to them under this Contract

b) during the term of this Contract, neither the Service Provider nor their Sub-Service providers shall hire such public employees, in active duty or on any type of leave, which would conflict with the activities assigned to service provider to perform any activity under this Contract;

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

3.3 Confidentiality

The Service Provider, its Sub-Service providers, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Procuring agency's business or operations without the prior written consent of the Procuring agency.

3.4 Insurance to be taken out by the service provider

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

3.5 Service Provider's Actions Requiring Procuring agency's Prior Approval

The Service Provider shall obtain the Procuring agency's prior approval in writing before taking any of the following actions:

(a) entering into a subcontract for the performance of any part of the Services,

(b) appointing such members of the Personnel not listed by name in Scope ("Key Personnel"),

(c) changing the Program of activities; and

(d) any other action that may be **specified in the**

3.6 Reporting Obligations

The Service Provider shall submit to the Procuring agency the reports and documents specified in Scope in the form, in the numbers, and within the periods set forth in the said scope

3.7 Documents Prepared by the Service Provider to be the Property of the PA

All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Provider in accordance with Sub-Clause 3.6 shall become and remain the property of the Procuring agency, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Procuring agency, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be **specified in the SCC.**

3.8 Performance Guarantee

Unless otherwise specified in SCC, the Service Provider shall provide the Performance Guarantee to the Procuring agency no later than the date specified in the Letter of acceptance. The Performance Guarantee shall be issued in an amount and form and by a bank or surety acceptable to the Procuring agency, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The Performance Guarantee shall be valid until a date 12 Months from the Completion Date of the Contract

4. Service Provider's Personnel

4.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider's Key Personnel are described in Scope of services.

4.2 Removal and/or Replacement of Personnel

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

(b) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel

5. **Obligations of the Procuring Agency**

5.1 Assistance and Exemptions

The Procuring agency shall use its best efforts to ensure that the Government shall provide the Service Provider such assistance and exemptions as **specified in the SCC.**

5.2 Change in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Sub-Clauses 6.2 (a) or (b), as the case may be.

5.3 Services and Facilities

The Procuring agency shall make available to the Service Provider the Services and Facilities (if any mentioned in Scope of Services-section-IV). Provision of site free from all encumbrances for construction activity shall be the responsibility of the Procuring Agency, failure to provide a clear-site is a compensation event

6. **Payments to the Service Provider**

6.1 Lump-Sum Remuneration

The Service Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Sub Service providers' costs, and all other costs incurred by the Service Provider in carrying out the Services described in Section C and scope of services of Proposal document. Except as provided in Sub-Clause 5.2, the Contract Price may only be increased above the amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub-Clauses 2.4 and 6.3.

6.2 Contract Price

(a) The price payable in Pak Rupees (PKR) is set **forth in SCC.**

(b) The price payable in foreign currency is set **forth in the SCC.**

6.3 Payment for Additional Services

For the purpose of determining the price for additional Services as may be agreed under Sub-Clause 2.4.

7. **Quality Control**

7.1 Identifying Defects

The principle and modalities of Inspection of the Services by the Procuring agency shall be as indicated in the SCC and scope of services. The Procuring agency shall check the Service Provider's performance and notify him of any Defects that are found. Such checking shall not affect the Service Provider's responsibilities. The Procuring agency may instruct the Service Provider to search for a Defect and to uncover and test any service that the Procuring agency considers may have a Defect. The building defects liability period is 4 months, starting from date mentioned on **"**Completion Certificate**"**

7.2 Correction of Deficiencies, and Non-Performance Penalty

(a) The Procuring agency shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Deficiencies remain to be corrected.

(b) Every time notice of Deficiency is given, the Service Provider shall correct the notified Deficiency within the length of time specified by the Procuring agency's notice.

(c) If the Service Provider has not corrected a Deficiency within the time specified in the Procuring agency's notice, the Procuring agency will assess the cost of having the Deficiency corrected, the Service Provider will pay this amount, and a Penalty for Non-Performance.

8. Settlement of Disputes

8.1 Amicable Settlement

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

8.2 Dispute Settlement

8.2.1 If any dispute arises between the Procuring agency and the Service Provider in connection with, or arising out of, the Contract or the provision of the Services, whether during carrying out the Services or after their completion, the matter shall be referred to the Arbitrator within 14 days of the notification of disagreement of one party to the other.

8.2.2 The Arbitrator shall give a decision in writing within 28 days of receipt of a notification of a dispute.

8.2.3 Should the Arbitrator resign or die, or should the Procuring agency and the Service Provider agree that the Arbitrator is not functioning in accordance with the provisions of the Contract; a new Arbitrator will be jointly appointed by the Procuring agency and the service provider.

8.2.4 In case of any dispute, between the parties, the dispute will be settled under arbitration Act, 1940 and prevailing Law and Procedure.

8.2.5 The place of arbitration shall be Islamabad, the arbitration shall be governed by the Arbitration Act, 1940 and the language of the arbitration shall be English

SPECIAL CONDITIONS OF CONTRACT

Supplements to, Clauses in the General Conditions of Contract
The Adjudicator is: **As per PPRA Rules**
"Consideration Amount**"** means the procuring agency shall make payment to the Service Provider after deducting all applicable taxes in consideration of the services rendered to be performed by the Service Provider under the contract.
The contract name is: **Provision of Audit Resource Staff as per ToR**
The Procuring Agency is : Islamabad Electric Supply Company
The Service Provider is Name of Authorized representative Designation ------------ Address ------------------ Phone No.---------------- Fax No-------------------
The Applicable Law is: **Laws of Islamic Republic of Pakistan**
The language is: **English**
Service Provider: Address ------------------ Phone No.---------------- Fax No-------------------
For the Service Provider: The Authorized Representatives are: Address ------------------ Phone No.---------------- Fax No-------------------
The Contract shall come into force with effect from the date on which both parties have signed the contract i.e. **within seven Days from date of Signing**
Service Provider shall commence the services within Seven (07) days from issuance of commencement letter.
The Intended period of Completion for the contract is ONE (01) year from the signing of the contract. However, the same will be extended for a further term with the written consent of both the parties on the terms and conditions mutually agreed. The renewal shall be based on the following (not limited to) conditions 1. Mutual consent of both parties. 2. Performance review of the service provider dully signed by CIA 3. Approval of Competent Authority. 4. Renewal of the Performance Guarantee by the Service Provider.
The Service Provider shall manage the payment distribution cycle of its Human Resource for a period of 3 months. Service provider will ensure the disbursement of salaries to its staff within 10 days of each month *Such payment will not depend on the payments made by the institution (IESCO) to the service provider. The service provider will pay his employees from his own resources. Partial Payment will not be considered paid. Payment procedure is as under: a) Payment of duty will be linked with the attendance of personnel. b) Payment will be made centralized and processed on monthly basis by Finance Directorate IESCO with the approval of Chief Internal Audit (CIA)IESCO may deduct Government Tax's/levies as required under the relevant laws from the payment management fees of contractor as wages of personnel are not taxable.

c) No advance payment will be made.

d) Deduction of Penalty as per TOR

e) The payments shall be made in Pak rupees.

f) **Payment procedures**

a. Invoices in triplicate duly verified by above mentioned directorate/department.

b. GST Invoices (if any) along with supporting documents (if any)

c. Salary Disbursement Report Format as per contract form-1

d. Attendance Sheet of personnel as per contract duly verified by the concerned officer from IESCO side form-2

e. Penalty as per Appendix- of each month

f. Copy of contract agreement at first time as per contract form-3

g. Contract will submit PST certificate as per prescribed of IRA along with each invoice. In case, contractor fails to provide the same, 16% of month invoices shall be deducted and same will be deposited to IRA in name of contractor.

The Performance Security amount is: 10% of the final contract price in the form of Bank Guarantee issued by a Schedule bank of Pakistan having rating A+, on the prescribed format attached with the bidding document.

The approx. cost of the contract is **PKR ********* /-** (**In words-----------------------------------**)
(The contract amount is not fixed cost, it shall be determined on As per Actual (APA) basis.)

Stamp Duty

This Agreement shall be stamped in accordance with Stamp Act, 1899 by the Firm/ Contractor.

Documents of Contract agreement

The following document to contract Agreement shall form an integral part of Agreement and shall be interpreted accordingly.

i) Contract agreement

ii) Notice of Award

iii) Price schedule

iv) Post bid clarification/correspondence.

v) This RFP

vi) Section-IV of RFP

vii) General/Special Conditions of Contract

viii) IESCO Mechanism for blacklisting

Availability of Human Resource (Audit Resource)

Contractor is bound to supply Resource proposed in Technical proposal B-4 form. In case of non-availability of any proposed Human Resource during the contract period, the contractor will provide valid reason and documentary justification. The contractor is bound to provide the substitute manpower with same technical strength and qualification with no delay with approval of procuring agency.

Medical /Life Insurance:

Contractor will provide insurance certificate for each personnel as required by concerned directorate of IESCO.

Contractor fails to provide such facility to personnel in case of incident then IESCO reserve the right to forfeit PG and pay it to personnel besides the blacklisting of company.

Client’s Special Requirement and Term of Reference

Client's Special Requirement and Term of Reference

1. Terms of Reference:

I. List of Human Resource/ Manpower as per requisite criteria will be submitted along with documentary evidence. This Agreement shall be valid for a period of one year from the Effective Date and will be extendable for a further term with the written consent of both the parties on the terms and conditions mutually agreed. Number of staff requirement is as under:

Function	Categories	Required Qualification	Maximum Requirement	Additional Requirements
Audit	**Audit Resource**	• CA (inter) minimum	25	Audit/Finance Experience related to works will be preferable.

- Dismissed and terminated employees from any organization/services will not be eligible for the above positions.
- Vetting of documents along with necessary verification will be responsibility of third party. Copies of credentials will be provided to IESCO before deployment of each staff.
- Service Provider shall provide trained staff for services mentioned in Annexure "A" for the purpose of providing quality services.
- In case of unsatisfactory performance by any deployed personnel, the individual may be relieved from duty without prior notice. The Service Provider shall be obligated to provide a suitable replacement within seven (07) days of such removal. Service Provider will bound through suitable surety bound each provided resource to serve a notice of at least 01 months before quitting IESCO engagement, Otherwise IESCO will charge suitable penalty (equal to 1month quoted rate) to bidder.
- Third party firm will not sublet the contract at any stage of contract to other contractor/ firm.
- All Provincial/ Federal taxes will be applicable if imposed during the period of the contract & will be adjusted or deducted out of the running bill or from amount payable to Firm.
- All rules/ regulations/ instructions issued by Government of Pakistan & Provincial Government from time to time will be applicable/ binding on the Firm.
- 10% Bank Guarantee valid for 14 months of contract amount issued from any scheduled Bank of Pakistan (acceptable to IESCO) will be retained by IESCO till satisfactory completion of contract and obtaining clearance certificate issued by authorized Officer/ Committee of the IESCO in this regard.
- Bank Guarantee will be released after obtaining satisfactory performance certificate from concerned directorate.
- The relief to staff on account of leave sickness etc. shall be provided by the Firm with substitute deployment well in time to meet with such requirement. In case of substitute not provided, IESCO reserves the right to deduct the 02 days salary of

the human resource against 01 day's absence and to issue a warning letter to the Firm. On receipt of such three letters IESCO reserves the right to cancel the contract.

- Deduction/ Penalties imposed by the IESCO administration for misconduct or un-satisfactory performance shall be borne by the Firm. The amount of penalty shall be deducted from monthly bills.
- Contractor to give indemnity/insurance for any loss sustained by IESCO due to conduct of firm provided staff.
- In case of any loss arising due to fault of third-party staff, a committee comprising upon 3 members (02 from IESCO and 01 from Firm) will determine the cause of loss and if it happened due to negligence of human resource then Firm will bear the loss and will make good the loss within one month after the determination / fixing of responsibility.
- Residential accommodation & Medical Facility, transportation or any other benefit etc. for human resource will not be provided by IESCO.
- Payment of the bill for preceding month will be made within 30 days after receipt of invoice duly certified by the Directorate.
- Payment will be made centralized and processed on monthly basis by Finance Directorate IESCO with the approval of Chief Internal Auditor.
- Third party Firm will be responsible for the personal conduct of all its employees (working in IESCO). If any of its employees is found involved in any illegal, immoral, misconduct of criminal activity, Firm will be answerable for that.
- In case of negligence in performance of duties by the workers provided by the Firm, Directorate can impose a fine worth of Rs.1000/- to 5000/- per person at a time besides any other action as deemed fit.
- Firm will ensure decent attitude of its human resource towards general public and IESCO employees. If any of its employee is found taking bribe from IESCO clients etc. his services will be terminated and a fine of Rs.100000/- will be imposed on the Firm on this account.
- Frequent change of human resource will not be allowed; however, any change will be made after approval/ consent of the Chief Internal Auditor. Firm will be bound to comply with the instructions issued by Chief Internal Auditor from time to time.
- The Human Resource shall be properly briefed by the Firm about their responsibilities/ duties and they shall possess CNIC and ID Card of the firm.
- Firm will maintain a personal file of each human resource having 02 passport size photographs and copy of CNIC etc. which can be checked by IESCO at any time.
- Minimum qualification of human resources is mentioned in Eligibility Criteria.
- Firm will pay the wages to Manpower as per Government of Pakistan / ICAP.
- In case of Fatal /Non-Fatal accident/ injury. Firm will not submit any claim including workman compensation against IESCO on any account/ mishap.
- Only physically and mentally fit manpower will be acceptable and other departmental rules will be applicable/ binding on the human resource performing duty.
- If Firm fails to provide human resource within 20 days after the acceptance of letter of intent, then bid security will be confiscated and letter of intent will stand cancelled without any reference.
- In case the Firm fails to execute the contract in true letter and spirit, the contract will be cancelled with the approval of competent authority after 10 days' notice to the bidder and performance guarantee of the firm will be forfeited in favour of IESCO beside imposing ban upon the firm for future participation in IESCO tendering. In this case IESCO may engage human resources from any other firm.
- The firm will have to demonstrate the skill to have worked in such related matters.
- IESCO reserves the right to waive off/ relax or impose any condition which deem necessary at any stage to contract without explaining any reason.
- IESCO has rights to reject any provided resource in writing with specific reason.
- Firm will be responsible to have full insurance cover to Firm staff for loss of life or injury; at least during currency of contract
- IESCO reserves the right to terminate this contract at any time during its currency by serving a one (1) month written notice to the Contractor, without any liability for salary payments beyond the notice period.

Financial Situation

Description	Years PKR		
Assets			
Liabilities			
Net worth			

Average Annual Turnover of Last three years

Years	PKR
Total	
Average Annual Turnover	

Financial Proposal Submission Form

Chief Internal Auditor
Islamabad Electric Supply Company (IESCO)
St# 40 Sector G-7/4 Islamabad

Sir,

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

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

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

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

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

We remain,

Yours sincerely,
Authorized Signature:
Name and Title of Signatory:
Name of Firm:
Address:
In case of overtime/off days contractor will provide rates in Quoted, IESCO will liable to pay per/day, per/hour overtime maximum to 6000/month (which is applicable) for each category.

Sr. No	Category	Designation	Quantity	Initial deployment	Base Rate /ICAP Minimum Stipend Rate/Per Person Per Day (On 5 days working)	Quoted Rate (In %) Per Person Per Day (Equal or greater than Above of Base Rate/ICAP Minimum Stipend Rate Per Day)	Quantified Rate in Amount Per Person Per Day as per Column-7 (PKR)	Management Fees (% of Column-8) Per Person Per Day (in %)	Quantified Rate of Management fees in Amount Per Person Per Day as per Column-9 (PKR)	Total Rate/ Person/ Day (PKR)	Total contract rate /Person/ Month (22 Days) (PKR)	Total contract rate /Year/ Per person	Total contract Price
1	2	3	4	5	6	7	8	9	10	11=8+10	12=11x22	13=(12x12Month)	14=(13x4)
B	Audit	Audit Resource	25	Islamabad									

**** Provisional requirements as detailed at "Client's Special Requirement and Term of Reference"***

Notes:

1. **The minimum wages rate as per stipend approved by ICAP**
2. **In case of change of minimum wages rates as and when notified by Govt./ICAP, IESCO is committed to pay the firm based on updated calculations using the new prevailing/revised rates.**
3. **Firm is obligated to pay as per quoted rate to the hired manpower/ personnel. Firm will make necessary revision by taking into account of revised rates as and when notified by Govt/ICAP. IESCO reserves the right to ask for documentary evidence in this regard.**
4. **Observance of minimum wages of respective category is mandatory legal requirements. Service Provider must submit an affidavit with the Technical Bid that quoted rates are equal or higher than minimum wages notified by Govt/ICAP. and as given in above Table. In case of non-compliance, same shall be treated as reason of disqualification.**
5. **The Percentage margin and management Fee percentage (%) quoted by the Service Provider shall remain fixed and non-negotiable throughout the currency of the contract.**

6. **The Financial Evaluation of Bids shall be conducted on cumulative rates basis for the entire scope for award of contract.**
7. Management Fees shall include all taxes, duties, Life & Medical insurance, provision for other admissible benefits in compliance of labor laws for each personnel etc. excluding PST & GST.
8. Taxes & Duties shall payable on only management fees as Salaries of personnel is not taxable
9. The Service Provider must strictly comply with all prevailing Labour, industrial, commercial laws, including but not limited to:
    a. Minimum Wage Laws
    b. Social Security Ordinances
    c. Life Insurance Requirements
    d. The Industrial and Commercial Employment (Standing Orders) Ordinance, 1968.

    Note: IESCO reserves the right to seek documentary proof of such compliance at any time. Failure to comply shall result in termination of the contract, forfeiture of Performance Guarantee, and potential distribution of withheld invoice amounts directly to the affected personnel.
10. The salaries of personnel shall automatically be adjusted in accordance with any revisions to the minimum wage/package schedule or rates, as officially notified. The bidder shall be obligated to implement any such increase in the minimum wage for its employees.
11. In the event that the revised minimum wage exceeds the amount quoted by the bidder, the bidder shall be entitled to claim reimbursement for the differential amount, subject to the revised wage rates as notified by the IESCO Board of Directors.
12. The Service Provider must insure all deployed personnel through a reputable insurance company such as NICL or equivalent. In the event of a fatal or non-fatal accident, the Service Provider shall ensure payment of claims in accordance with the prevailing Government of Pakistan policies.
13. Personnel engaged under this contract shall not be entitled to receive any benefits such as medical allowance, housing, or transportation benefits from IESCO.
14. **In case of outstation duty, TA/DA will be paid by IESCO as per IESCO Audit Officer (BPS-16) Rate.**
15. Hiring of Personnel will be dealt separately for each category.
16. Price must be filled against each category separately in price schedule; however contract will be awarded on the basis of total quoted bid price and the lowest responsive bidder accordingly.
17. IESCO will reserve the right to award the contract to the lowest bidder accordingly.
18. Service Provider is responsible for security clearance and Medical Fitness of each personnel for this contract, for the purpose contractor shall provide Medical Fitness Category "A" Certificate and Police Clearance Certificate.
19. Service Provider is responsible for insurance of each personnel for this contract, for the purpose contractor shall provide insurance certificates from repute insurance company .
20. The number of personnel indicated in the bidding documents is tentative and provided solely for the purpose of bid evaluation.

21. Upon demand by IESCO, the Service Provider must ensure the deployment of additional required personnel within the committed response time, not exceeding the period specified in the Contract (or as mutually agreed in writing for exceptional circumstances).
22. IESCO reserves the absolute right to increase or decrease the number of personnel required at any time during the currency of the contract in accordance with operational needs, without any change in the Management Fee rates.
23. Failure to provide the required manpower within the stipulated timeline shall entitle IESCO to:
    - Impose penalties as per the Contract's penalty clauses;
    - Deduct the equivalent cost from the Service Provider's invoices;
    - Initiate termination proceedings, if non-compliance persists.
24. IESCO reserves the right to terminate this contract at any time during its currency by serving a **one (1) month written** notice to the Contractor, without any liability for salary payments beyond the notice period.
25. This Agreement shall remain in force for an initial term of one year (12) months from the Effective Date, which may be extendable by written mutual agreement of the Parties subject to operational requirements for further a period of two (02) years maximum subject to approval of competent authority

Form of Bid Security (Bank Guarantee)

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

Beneficiary: __________________________ *[Name and Address of* Employer*]*

Date: __________________________

BID GUARANTEE No.: __________________________

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

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

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

(a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or

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

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

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

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

[signature(s)]

UNDERTAKING FOR MINIMUM WAGE RATE

To

Chief Internal Auditor IESCO Islamabad

SUBJECT: Undertaking for Minimum Wages

Respected Sir

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

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

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

Mr. ___________________

M/s ___________________

Note:

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

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

UNDERTAKING FOR CONFLICT OF INTEREST

On non-judicial stamp Paper Rs.100

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

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

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

AUTHORIZED REPRESENTATIVE

NAME OF THE COMPANY

FINES & PENALTIES

Sr.	Summary of Penalties	Penalties in PKR
1.	Attendance less than 90% (Absent) * It should be the responsibility of Service Provider to maintain 90% attendance (each day) of as mentioned in the Contract. In case any of service provider's personnel(s) as mentioned under the contract is (are)absent / (for every missing personnel that was required to stay on duty for that particular day) a penalty equal to 500 plus the amount of daily wage (which will be calculated on the basis of 22 days per month) shall be deducted from the service provider's Monthly Invoice. i.e., Penalty= 500 plus	500 + The amount of daily wage. (Amount of daily wage rate will be calculated on the basis of 22 days per month)
2.	Service Provider Fails to enroll 100% HR	2000 per month plus Monthly Wage Rate per Personnel.
3.	Staff is found without uniform. Supervisor will wear distinctive west.	Rs. 200.00 will be charged for each such staff for that particular day.
4.	In case any of service provider's personnel deployed under this work order is not present at his assigned place (arrive late or leave early) during inspection.	Penalty of Rs. 200/- per vacant point per shift will be imposed.
5.	If any worker (after worked for complete month) not get paid minimum wage as per mentioned in price schedule	Rs. 5,000 / staff shall be imposed for that month.
6.	Any complaint like misbehave, theft, financial benefits.	2000 per incident and respective staff Must be replaced immediately.
7	Service provider will ensure the disbursement of salaries within 10 days of each month. *The service provider will be responsible for paying his employees in the institution in the first 10 days of every month. Such payment will not depend on the payments made by the institution to the service provider. The service provider will pay his employees from his own resources. Partial Payment will not be considered paid.	300 per day per employee for maximum seven days and afterward contract will be terminated.

a) If the strike continues for more than 5 days, the process for termination of contract and forfeiture of Performance guarantee may be initiated after the generation of an official report by office.

b) In case damage occurs due to gross negligence or unsatisfactory performance of the service provider, the procuring agency reserves the right to withhold Performance Guarantee or recover the damages, occurred to the equipment / infrastructure of the office due to such negligence, from the invoice of service provider or do both.

c) Penalty should be charged in case the contractor fails to enroll 100% HR on any day as agreed in the contract. For example: if 100 personnel are agreed then there must be 100 people enrolled on each day. If on any day the enrolled personnel are supposed to be 99 then penalty should be charged for missing 1 personnel.

Contract form-1

Salary Disbursement Report Format

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

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

Contract form-2
Name of Month
Monthly Comprehensive Attendance & Penalty Calculation of Services for the Month of (xxx) (Based on Bio-Metric & Manual Attendance)

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

Daily Wage Rate = as per rice schedule rate

Contract Forms

Letter of Acceptance

[on letterhead paper of the Employer***]***

. . . . ***[date]***. . . . . . .

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

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

This is to notify you that your Bid dated . . . . ***[insert date] . . . .*** for execution of the . . . .***[insert name of the contract and identification number, as given in to Bid]***. . . . . for the Accepted Contract Amount of the equivalent of . . . .***[insert amount in numbers and words 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 of the Performance Security Form included in the Bidding Document.

[Choose one of the following statements:]

We accept that ____________________________***[insert the name of Adjudicator proposed by the Bidder]*** be appointed as the Adjudicator.

[or]

We do not accept that _________________________***[insert the name of the Adjudicator proposed by the Bidder]*** be appointed as the Adjudicator, and by sending a copy of this Letter of Acceptance to ____***[insert name of the Appointing***

Authorized Signature: ....

Name and Title of Signatory: ....

Name of Firm/ Contractor: ....

Attachment: Contract Agreement

Contract Agreement

THIS AGREEMENT made the . . . . . .day of . . . ., ..., between . . . . . ***name of the Employer***. . . . . (hereinafter “the Employer”), of the one part, and . . . . . ***name of the Firm /Contractor***. . . . .(hereinafter “the Contractor”), of the other part:

WHEREAS the *Employer* desires that the Works known as . . . . . ***name of the Firm / Contractor****. . . .* .should be executed by the Contractor, and has accepted a Bid by the Contractor for the execution and completion of these Works and the remedying of any defects therein,

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
    1. **Contract agreement**
    2. **Notice of Award**
    3. **Price schedule**
    4. **Post bid clarification/ correspondence**
    5. **This RFP**
    6. **Section-IV of RFP**
    7. **General/Special Condition of Contract**
3. In consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Firm / 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 Agreement to be executed in accordance with the laws of . . . .. ***name of the borrowing country*** . . . . .on the day, month and year indicated above.

Signed by: .... for and on behalf of the Employer	Signed by: .... for and on behalf the Contractor
in the presence of: .... Witness, Name, Signature, Address, Date	in the presence of: .... Witness, Name, Signature, Address, Date

Performance Security

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

Beneficiary: .... *[Name and Address of* Employer*]*.............................

Date: ....

Performance Guarantee No.:...

We have been informed that . . . . . ***[name of the Firm / Contractor]***. . . . . (hereinafter called "the Contractor") has entered into Contract No. . . . . . ***[reference number of the Contract]***. . . . . dated . . . . .with you, for the execution of . . . . . . ***[name of contract and brief description of Works]***. . . . . (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Contractor, we . . . . . ***[name of the Bank]***. . . . . hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of . . . . ***[name of the currency and amount in figures]*** [1]. . . . . . (. . . . . ***[amount in words]***. . . . .) such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

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

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

____

Past Experience / Contracts

Contracts over *[insert amount]* during the last three years:				
Procuring Agency	Value	Year	Goods/Services Supplied	Country of Destination

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

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

Applicant's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member Name: *[insert full name]*
IFP No. and title: *[insert IFP number and title]*
Page *[insert page number]* of *[insert total number]* pages

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

[insert year]	*[insert amount]*	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Procuring Agency: *[insert full name]* Address of Procuring Agency: *[insert street/city/country]* Matter in dispute: *[indicate main issues in dispute]* Party who initiated the dispute: *[indicate "Procuring Agency" or "Supplier"]* Status of dispute: *[Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]*	*[insert amount]*

☐ No consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4.

☐ Consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4 as indicated below.

Year of award	**Outcome as percentage of Net Worth**	**Contract Identification**	**Total Contract Amount (currency), PKR Equivalent (exchange rate)**
[insert year]	*[insert percentage]*	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Procuring Agency: *[insert full name]* Address of Procuring Agency: *[insert street/city/country]* Matter in dispute: *[indicate main issues in dispute]* Party who initiated the dispute: *[indicate "Procuring Agency" or "Supplier"]* Court/ arbitral award decision: *[Indicate if the award decision was against the Applicant or any member of a joint venture.]y]*	*[insert amount]*

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	**Employer's Contact Address, Tel, Fax**	**Value of Outstanding Work [Current Eq. PKR]**	**Estimated Completion Date**	**Average Monthly Invoicing Over Last Six Months [Eq. PKR/month)]**
1					
2					
3					
4					
5					

Financial Situation and Performance

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

Applicant's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member Name: *[insert full name]*
IFP No. and title: *[insert IFP number and title]*
Page *[insert page number]* of *[insert total number]* pages

1. Financial data

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

* Refer ITA 14 for the exchange rate

3. Financial documents

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

(a) reflect the financial situation of the Applicant or in case of JV member, and not an affiliated entity (such as parent company or group member).

(b) be independently audited or certified in accordance with local legislation.

(c) be complete, including all notes to the financial statements.

(d) correspond to accounting periods already completed and audited.

☐ Attached are copies of financial statements[1] for the *[number]* years required above; and complying with the requirements.

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

Average Annual Turnover (Annual Sales Value)

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

Applicant's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member Name: *[insert full name]*
IFP No. and title: *[insert IFP number and title]*
Page *[insert page number]* of *[insert total number]* pages

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

* Refer ITA for date and source of exchange rate.

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