

Standard Bidding Document

GSC NIT-1: CARRIAGE OF MATERIAL FROM JAMRUD W/HOUSE
TO CAMP STORE, CONSTRUCTION OF TOWERS FOUNDATIONS,
BUTT JOINTS OF TOWERS LEGS, ERECTION OF TOWERS AND
STRINGING OF CONDUCTOR, REHABILITATION OF 132KV D/C
T/LINE D.I.KHAN - PEZU
(Works)

National

Single Stage-One Envelope



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*Project Dorector GSC PESCO Peshawar (Peshawar Electric Supply Company (PESCO)),Project Director
Project Director GSC PESCO Faqir Abad No.2, Zaryab Colony Peshawar, Peshawar City, Peshawar (District),
Peshawar Division (Division), Khyber Pakhtunkhwa (KP) (Province).
Phone: +92-370-134-0190, Email: xen.gc-1@pesco.com.pk*

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REQUEST FOR BIDS

PROCUREMENT OF CIVIL WORKS

1. The **Project Dorector GSC PESCO Peshawar (Peshawar Electric Supply Company (PESCO))** has reserved Funds for the procurement planned for FY **2026-27**. The **Project Dorector GSC PESCO Peshawar (Peshawar Electric Supply Company (PESCO))** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the "**GSC NIT-1: CARRIAGE OF MATERIAL FROM JAMRUD W/HOUSE TO CAMP STORE, CONSTRUCTION OF TOWERS FOUNDATIONS, BUTT JOINTS OF TOWERS LEGS, ERECTION OF TOWERS AND STRINGING OF CONDUCTOR, REHABILITATION OF 132KV D/C T/LINE D.I.KHAN - PEZU**" with the reference of "**P83737**".
2. The **Project Dorector GSC PESCO Peshawar (Peshawar Electric Supply Company (PESCO))** invites sealed Bids from eligible Bidders for procurement of Works (**GSC NIT-1: CARRIAGE OF MATERIAL FROM JAMRUD W/HOUSE TO CAMP STORE, CONSTRUCTION OF TOWERS FOUNDATIONS, BUTT JOINTS OF TOWERS LEGS, ERECTION OF TOWERS AND STRINGING OF CONDUCTOR, REHABILITATION OF 132KV D/C T/LINE D.I.KHAN - PEZU**) described in the bidding documents on **EPADS v2.0**.
3. **Single Stage-One Envelope** will be used by adopting **Least Cost Based Selection (LCBS)** Technique for the subject procurement, in line with the Public Procurement Rules, 2004 and any Regulations, Regulatory Guides, Procurement Guidelines or Instructions issued by the Authority from time to time.
4. All Bids must be accompanied by a Bid Security amount described in Bid Security Section in Bidding Document in the form of **Call at Deposit**. Or all bids must be accompanied by bid securing declaration in the format specified in the Bidding documents
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/83737> for all the interested bidders registered on **EPADS v2.0**. Bidders are required to get themselves registered on **EPADS v2.0** to participate in Bidding process.

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 10:00 AM**. E-bids will be opened by using **EPADS v2.0** on the same day at **Monday, October 12, 2026 10:30 AM**. Manual submission of Bids shall not be entertained. Those vendor 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>.

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

Project Dorector GSC PESCO Peshawar (Peshawar Electric Supply Company (PESCO)), Project Director

Project Director GSC PESCO Faqir Abad No.2, Zaryab Colony Peshawar, Peshawar City, Peshawar (District), Peshawar Division (Division), Khyber Pakhtunkhwa (KP) (Province).

+92-370-134-0190

xen.gc-1@pesco.com.pk



Instructions to Bidders

A. INTRODUCTION

1. Scope of Bid

1.1. The Procuring agency/Employer (PA), as indicated in the Bid Data Sheet (BDS) invites Bids for the execution of Works as specified in the BDS and Section V- Works Requirements. The name, identification, and number of lots (contracts) of this National/ International Competitive Bidding process are specified in the BDS.

2. Source of Funds

2.1. Source of funds as referred in Clause 2 of Bid Data Sheet.

3. Eligible Bidders

3.1. A bidder may be natural person, company or firm or public or semi-public agency of Pakistan or any foreign country, or any combination of them with a formal existing agreement (on Judicial Papers) in the form of a joint venture or consortium. In the case of a joint venture or consortium, all members shall be jointly and severally liable for the execution of the Contract in accordance with the terms and conditions of the Contract. The joint venture or consortium shall nominate a Lead Member as nominated in the BDS, who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture or consortium during the Bidding process, and in case of award of contract, during the execution of contract. Verifiable copy of the agreement that forms a joint venture, consortium or association shall be required to be submitted as part of the Bid.

Any bid submitted by the joint venture, consortium or association shall indicate the part of proposed contract to be performed by each party and each party shall be evaluated (or post qualified if required) with respect to its contribution only, and the responsibilities of each party shall not be substantially altered without prior written approval of the Procuring Agency and in line with any instructions issued by the Authority.

(The limit on the number of members of JV or Consortium may be prescribed

in BDS, in accordance with the guidelines issued by the PPRA).

3.2. The invitation for bids is open to all prospective bidders subject to any provisions of incorporation or licensing by the respective national/international incorporating agency or statutory body established for that particular trade or business. Procuring agencies shall specify the registration/licensing requirements for the foreign bidder keeping in view the requirement of that business.

3.3. A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidders may be considered to have a conflict of interest with one or more parties in this Bidding process, if they:

3.3.1. are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring agency/Employer to provide consulting services for the preparation of design or technical specifications of the works that are the subject of the bid; or

3.3.2. have controlling shareholders in common; or

3.3.3. receive or have received any direct or indirect subsidy from any of them; or

3.3.4. have the same legal representative for purposes of this Bid; or

3.3.5. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder, or influence the decisions of the Procuring agency/Employer regarding this Bidding process; or

3.3.6. Submit more than one bid in this bidding process.

3.4. A Bidder may be ineligible if –

3.4.1. he is declared bankrupt or, in the case of company or firm, insolvent;

3.4.2. payments in favor of the bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting (in accordance with the national laws) in the total or partial loss of the right to administer and dispose of its property;

3.4.3. the bidder is convicted, by a final judgment of a Court of Law or relevant Professional Statutory Body, of any offence involving professional conduct;

3.4.4. The bidder is debarred/ blacklisted by a national level Procuring agency/Employer and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of bid securing declaration.

3.5. As and when required, bidders shall provide to the Procuring agency/Employer evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.

3.6. Bidders shall submit proposal relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract is envisaged.

4. Eligible Material and Equipment

4.1. All the material and equipment to be mobilized under the contract shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to such materials and equipment. For this purpose, ineligible countries are stated in the section-IV titled as “Eligible Countries”.

B. BIDDING DOCUMENTS

5. Contents of Bidding Documents

5.1. The scope of Works, bidding procedures, and terms and conditions of the contract are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents which should be read in

conjunction with any addenda issued in accordance with ITB 7.1 include:

Section I -Invitation for Bids

Section II Instructions to Bidders (ITBs)

Section III Bid Data Sheet (BDS)

Section IV Eligible Countries

Section V Evaluation and Qualification Criteria

Section VI Works Requirements Technical Specifications & Schedule of Requirements

Section VII Standard Bidding Forms

Section VIII General Conditions of Contract (GCC)

Section IX Particular Conditions of Contract (PCC)

Section X Contract Forms

5.2. The bidder is expected to examine all instructions, forms, specifications, terms and conditions prescribed in the bidding documents. Failure to furnish all the information required in the bidding documents will be at the bidder's risk and may result in the rejection of his bid.

6. Clarification of Bidding Document, Pre-bid Meeting

6.1. A prospective bidder requiring any clarification of the bidding document may notify the Procuring agency/Employer through EPADS.

6.2. The Procuring agency/Employer shall respond to the request for clarification in accordance with Rule 31 of the Public Procurement Rules 2004.

6.3. 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 7.

6.4. 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 bidders may request clarification of the schedule of requirement, the evaluation criteria or any other aspects of the bidding documents.

6.5. Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by bidders, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be uploaded on EPADS. Any modification to the bidding documents that may become necessary as a result of the pre-bid meeting shall be made by the Procuring agency/Employer exclusively through the use of an Addendum pursuant to ITB 7. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

6.6. The bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the bidder's own expense.

6.7. The bidder and any of its authorized personnel will be granted permission by the Procuring agency/Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the bidder and its personnel will release and indemnify the Procuring agency/Employer from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

7. Amendment of Bidding Documents

7.1. The procuring agency may issue notification of any change, addition, modification or deletion in accordance with Rule 23 of the Public Procurement Rules 2004 i.e. Bidding Documents.

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

Provided that the Procuring agency/Employer shall extend the deadline for submission of bid in pursuance of Rule 27 of the Public Procurement Rules 2004, i.e. Extension of time for submission of bids, if such an addendum is

issued within last three (03) days of the bid submission deadline.

C. PREPARATION OF BIDS

8. Language of Bid

8.1. The bid prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and the Procuring agency/Employer shall be written in the English language unless specified in the BDS. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation of the relevant pages in the English language unless specified in the BDS, in which case, for purposes of interpretation of the bidder, the translation shall govern.

9. Documents Constituting the Bids

9.1. The Bids prepared by the Bidder shall constitute of all the documents required in the BDS.

10. Documents Establishing Eligibility of Material, Equipment and Works, their Conformity to Bidding Documents

10.1. The bid prepared by the bidder shall constitute the following components: -

10.1.1. Documentary evidence established in accordance with ITB 10 that the material and equipment to be utilized by the Bidder for the executions of works are eligible material and equipment and conform to the Bidding Documents;

10.1.2. Documentary evidence established in accordance with ITB 11 that the bidder has been authorized to carry out the Construction works;

10.1.3. Documentary evidence established in accordance with ITB 11 that the bidder is eligible and/or qualified for the subject bidding process;

10.1.4. Form of Bid and Bid Prices completed in accordance with ITB 12 and 13;

10.1.5. Completed schedules as required, including priced Bill of Quantities in accordance with ITB 13.

10.1.6. Technical Proposal completed in all aspects in accordance with ITB-15.

10.1.7. Bid security or Bid Securing Declaration furnished in accordance with ITB 17;

10.1.8. Any other document required in the BDS.

10.2. In addition to the requirements, bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all members and submitted with the bid, together with a copy of the proposed Agreement.

10.3. The bidder shall furnish, as part of its bid, all those documents establishing the eligibility in conformity to the terms and conditions specified in the bidding documents for all material, equipment and works which the bidder proposes to execute.

10.4. The documentary evidence of conformity of the material, equipment and works to the Bidding Documents may be in the form of literature, drawings, and data, and shall consist of:

10.4.1. a detailed description of the work methodology, approach, schedule and resources to be mobilized at site;

10.4.2. an item-by-item commentary on the Procuring agency/Employer's Technical Specifications demonstrating substantial responsiveness of the material, equipment and works to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications;

10.4.3. any other procurement specific documentation requirement as stated in the BDS.

10.5. The required documents and other accompanying documents must be in English. In case any other language than English is used the pertinent translation into English shall be attached to the original version.

11. Documents Establishing Eligibility and Qualification of the Bidder

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

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

11.3. The documentary evidence of the bidder's qualification to perform the contract if its bid is accepted shall establish to the satisfaction of Procuring agency/Employer that:

11.3.1. The bidder has the financial and technical capability necessary to perform the Contract, meets the qualification criteria specified in Section-V, Evaluation and Qualification Criteria and BDS.

11.3.2. In the case of a bidder not doing business within Pakistan, the bidder is or will be (if awarded the contract) represented by a local bidder (Joint Venture) in accordance with the PEC works bylaws, and in case of award of works such foreign firm is required to participate in the execution of works to carry out its obligations as prescribed in the Conditions of Contract and /or Technical Specifications.

11.3.3. That the bidder meets the qualification criteria listed in Section-V, Evaluation and Qualification Criteria and BDS.

12. Forms of Bid

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

13. Bid Prices

13.1. The bid prices quoted by the bidder in the Standard bid Forms, Bill of Quantities and in the Price Schedules shall conform to the requirements specified below or exclusively mentioned hereafter in the bidding documents.

13.2. The bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. If a Price Schedule shows items listed but not priced, their prices shall be construed to be included in the prices of other items in the Bill of Quantities and will not be paid for separately by the Procuring agency/Employer.

13.3. Items not listed in the Price Schedule shall be assumed not to be included in the bid, and provided that the bid is still substantially responsive in their absence or due to their nominal nature, the corresponding average price of the respective item(s) of the remaining substantially responsive bidder(s) shall be construed to be the price of those missing item(s):

Provided that:

13.3.1. where there is only one (substantially) responsive bidder, or

13.3.2. where there is provision for alternate proposals and the respective items are not listed in the other bids,

The Procuring agency/Employer may fix the price of missing items in accordance with market survey, and the same shall be considered as final price.

13.4. The Bid price to be quoted in the Form of Bid in accordance with ITB 12 shall be the total price of the bid.

13.5. Unless otherwise specified in the BDS and the Contract, the rates and prices quoted by the bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the

Conditions of Contract.

13.6. If so specified in ITB 1.1, bids may be invited for individual lots (contracts) or for any combination of lots (packages).

13.7. Prices quoted by the Bidder shall be fixed during the bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable price will be treated as non-responsive and shall be rejected, pursuant to ITB 27, unless otherwise price adjustment is permissible under Conditions of the Contract.

13.8. All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date twenty-eight (28) days prior to the deadline for submission of bids, shall be included in the rates and prices and the total bid price submitted by the bidder.

14. Currencies of Bid and Payment

14.1. Prices shall be quoted in Pakistani Rupees unless otherwise specified in the BDS. Comparison of bids and tie of bid shall be treated in accordance with the Rule 30(2) of Public Procurement Rules, 2004.

15. Documents Comprising the Technical Proposal

15.1. The bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section VII – Standard Bid Forms, in sufficient detail to demonstrate the adequacy of the bidder's proposal to meet the work requirements and the completion time.

16. Bid Validity Period

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

16.2. Under exceptional circumstances, prior to the expiration of the initial Bids/Bid validity period, the Procuring Agency may request the Bidders' consent to an extension of the period of validity of their Bids/Bid. Such request for extension of the period of bid validity shall be carried out in accordance with Rule 26 of the Public Procurement Rules, 2004.

17. Bid Security or Bid Securing Declaration

17.1. Pursuant to ITB 11.1 unless otherwise specified in the BDS, the bidder shall furnish as part of its bid, a Bid Security in accordance with Rule 25 of the Public Procurement Rules, 2004 in the amount and currency specified in the BDS or Bid Securing Declaration as specified in the BDS in the format provided in Section VII (Standard Bidding Forms).

In case Procuring agency/Employer is inviting bids in lots / packages, the bidder shall be required to submit his bid security against the respective lot/package for which he is submitting his bid.

Until the development of functionality of auto verification of financial instrument in EPADS, the scanned copy of bid security or bid securing declaration, as the case may be, shall be uploaded on E-PADS whereas the original instrument to be submitted to the procuring agency before closing of bid submission deadline,

17.2. The Bid Security shall be denominated in the local currency or in another freely convertible currency, and it shall be in the form specified in the **BDS** which shall be in any of the following:

17.2.1. A bank guarantee, an irrevocable letter of credit issued by a Scheduled bank in the form provided in the Bidding Documents or another form acceptable to the Procuring agency/Employer and valid for twenty-eight (28) days beyond the end of the validity of the Bid. This shall also apply if the period for Bid Validity is extended. In either case, the form must include the complete name of the bidder;

17.2.2. A cashier's or certified cheque; or

17.2.3. Another security as indicated in the **BDS**.

17.3. The Bid Security or Bid Securing Declaration shall be in accordance with the Form of the Bid Security or Bid Securing Declaration included in Section VII (Standard Bidding Forms) or another form approved by the Procuring agency/Employer prior to the bid submission.

17.4. The Bid Security shall be payable promptly upon written demand by the Procuring agency/Employer in case any of the conditions listed in ITB 17.9 are invoked.

17.5. Any bid not accompanied by a Bid Security or Bid Securing Declaration in accordance with ITB 17.1 or 17.3 shall be rejected by the Procuring agency/Employer and shall be declared as non-responsive bid, pursuant to ITB 27.

17.6. Unsuccessful bidders' Bid Security will be discharged or returned as promptly as possible, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Procuring agency/Employer pursuant to ITB 16. The Procuring agency/Employer shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, after whichever of the following that occurs earliest:

17.6.1. The expiry of the Bid Security;

17.6.2. The entry into force of a procurement contract and the provision of a performance security (or guarantee), for the performance of the contract if such a security (or guarantee), is required by the Bidding documents;

17.6.3. The rejection by the Procuring agency/Employer of all Bids;

17.6.4. The withdrawal of the bid prior to the deadline for the submission of bids, unless the bidding documents stipulate that no such withdrawal is permitted.

17.7. The successful bidder's Bid Security will be discharged upon the bidder signing the contract pursuant to ITB 40, or furnishing the performance security (or guarantee), pursuant to ITB 41.

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

17.8.1. if a Bidder:

17.8.1.1. Withdraws its Bid during the period of Bid Validity as specified by the Procuring agency/Employer, and referred by the bidder on the Form of Bid except as provided for in ITB 16.2; or

17.8.2. In the case of a successful bidder, if the bidder fails:

17.8.2.1. to sign the contract in accordance with ITB 40; or

17.8.2.2. to furnish performance security (or guarantee) in accordance with ITB 41.

17.9. In case of Bid Security issued by the foreign bank is allowed by the Procuring agency/Employer, the same should be counter guaranteed by a corresponding bank in Pakistan. Furthermore, in case of joint venture, it should be in the name of Joint venture to ensure joint responsibility. In case the JV is not legally constituted at the time of bid submission, the bid security or bid securing declaration shall be in the names of all future members as named in the letter of bid.

18. Withdrawal of Bids

18.1. Before bid submission deadline, any bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and the corresponding must accompany the respective written notice.

19. Format and Signing of Bid

19.1. The Bidder shall prepare and submit Bids through EPADS with due diligence after carefully reading all the terms and condition before bid submission deadline.

D. SUBMISSION OF BIDS

20. Submission of Bids through EPADS v2.0

20.1. All bids shall be submitted through EPADS v2.0.

21. Deadline for Submission of Bids

21.1. All bids shall be received through **EPADS v2.0** not later than bid submission deadline as specified in the **BDS**.

21.2. The Procuring agency/Employer may, under exceptional circumstances and at its discretion, extend the deadline for the submission of bids, pursuant to Rule 27 of the Public Procurement Rules, 2004. Extension of Time for submission of bid, by amending the Bidding Documents in accordance with ITB 7, in which case all rights and obligations of the Procuring agency/Employer and bidders previously subject to the deadline will thereafter be subject to the new deadline.

22. Substitution and Modification of bids

22.1. A bidder may substitute or modify his bid after it has been submitted, provided that written notice of the substitution or modification of the bid, is received by the Procuring agency/Employer prior to the deadline for submission of bids.

22.2. Revised bid may be submitted after the substitution or modification made in the original bid in accordance with the provisions referred in **ITB 18**.

E. OPENING AND EVALUATION OF BIDS

23. Opening of Bids

23.1. The Procuring Agency will open bids in accordance with Rule 28 of the Public Procurement Rules, 2004 and as specified in the BDS.

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 persons not officially concerned with such process until the time of the announcement of the respective evaluation report.

25. **Clarification of Bids**

25.1. Clarification of Bidding Documents shall be carried out in accordance with Rule 31 of the Public Procurement Rules, 2004.

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

- 25.2.1. evaluation & qualification criteria;
- 25.2.2. required scope of work;
- 25.2.3. contract price;
- 25.2.4. all securities requirements;
- 25.2.5. tax requirements;
- 25.2.6. terms and conditions of bidding documents.
- 25.2.7. change in the ranking of the bidder

26. **Preliminary Examination of Bids**

26.1. Prior to the detailed evaluation of bids, the Procuring agency/Employer will determine whether each bid:

- 26.1.1. meets the eligibility criteria defined in **ITB 3** and **ITB 4**;
- 26.1.2. has been prepared as per the format and contents defined by the Procuring agency/Employer in the bidding documents;
- 26.1.3. has been properly signed;

26.1.4. is accompanied by the required securities; and

26.1.5. is substantially responsive to the requirements of the bidding documents.

The Procuring agency/Employer's determination of a bid's substantial responsiveness will be based on the contents of the bid itself.

26.2. A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one that: -

26.2.1. affects in any substantial way the scope, quality, or performance of the Works;

26.2.2. limits in any substantial way, inconsistent with the bidding documents, the Procuring agency/Employer's rights or the bidders' obligations under the Contract; or

26.2.3. if rectified, would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

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

26.4. The Procuring agency/Employer may waive-off any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

Explanation: A minor informality, non-conformity or irregularity is one that is merely a matter of form and not of substance. It also pertains to some immaterial defect in a Bid or variation of a bid from the exact requirements of the invitation that can be corrected or waived without being prejudicial to other bidders. The defect or variation is immaterial when the effect on quantity, quality, or delivery is negligible when contrasted with the total cost or scope of the works. The Procuring agency/Employer either shall give the bidder an opportunity to cure any deficiency resulting from a minor

informality or irregularity in a bid or waive the deficiency, whichever is advantageous to the Procuring agency/Employer. Examples of minor informalities or irregularities include failure of a bidder to –

26.4.1. Submit the number of copies of signed bids required by the invitation;

26.4.2. Furnish required information concerning the number of its employees;

26.4.3. the firm submitting a bid has formally adopted or authorized, before the date set for opening of bids, the execution of documents by typewritten, printed, or stamped signature and submits evidence of such authorization and the bid carries such a signature.

26.5. Provided that a Technical Bid is substantially responsive, the Procuring agency/Employer may request the bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Technical Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any such aspect of the technical Proposal linked with the ranking of the bidders. Failure of the bidder to comply with the request may result in the rejection of its bid.

26.6. Provided that a Technical Bid is substantially responsive, the Procuring agency/Employer shall rectify quantifiable nonmaterial nonconformities or omissions related to the Financial Proposal. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the missing or nonconforming item or component.

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

27. Examination of Terms and Conditions; Technical Evaluation

27.1. The Procuring agency/Employer shall examine the bid to confirm that all terms and conditions specified in the **GCC** and the **PCC** have been

accepted by the bidder without any material deviation or reservation.

For this purpose:

“Deviation” means departure from the requirements specified in the Bidding Document.

“Reservation” means setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document.

27.2. The Procuring agency/Employer shall evaluate the technical aspects of the bid submitted in accordance with ITB 30, to confirm that all requirements specified in Section VI – Works Requirement, Technical Specifications of the Bidding Documents have been met without material deviation or reservation.

27.3. If after the examination of the terms and conditions and the technical evaluation, the Procuring agency/Employer determines that the bid is not substantially responsive in accordance with ITB 27, it shall reject the bid.

28. Correction of Arithmetic Errors

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

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

28.1.2. 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

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

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

28.2. The amount stated in the Bid will, be rectified by the Procuring agency/Employer in accordance with the above procedure for the correction of errors and, with, the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount, its bid shall be rejected after forfeiture of Bid Security or execution of the Bid Securing Declaration, as the case may be, in accordance with **ITB 41.3**.

29. Conversion to Single Currency

29.1. The unit rates and the prices shall be quoted by the bidder entirely in Pak rupees. A bidder expecting to incur expenditures in other currencies for inputs to the Works from outside the Procuring agency/Employer's country (referred to as the "Foreign Currency Requirements") shall indicate the same in the letter of bid-financial proposal. The proportion of the Bid Price (excluding Provisional Sums) needed by him for the payment of such Foreign Currency Requirements either (i) entirely in the currency of the Bidder's home country or, (ii) at the bidder's option, entirely in Pak rupees provided always that a bidder expecting to incur expenditures in a currency or currencies other than those stated in (i) and (ii) above for a portion of the foreign currency requirements, and wishing to be paid accordingly, shall indicate the respective portions in his bid. Comparison of bids quoted in different currencies and conversion of bids into a single currency shall be carried out in accordance with Rule 30(2) of the Public Procurement Rules, 2004.

30. Evaluation of Bids

30.1. The Procuring agency/Employer shall evaluate and compare only the bids determined to be substantially responsive, pursuant to **ITB 27**.

30.2. In evaluating the Technical Proposal of each Bid, the Procuring agency/Employer shall use the criteria and methodologies listed in the BDS

and in terms of works requirement. No other evaluation criteria or methodologies shall be permitted.

30.3. The Procuring agency/Employer's evaluation of a bid will take into account:

30.3.1. 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;

30.3.2. converting the amount resulting from applying above, if relevant, to a single currency in accordance with ITB 29;

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

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

30.6. If the bid, which results in the Evaluated Bid Price (Successful Bid), is seriously unbalanced or front loaded in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the performance security be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.

Explanation:

"Unbalanced" or "front-loaded" bids consist of deliberately submitting bids with artificially high prices or unit rates for the early stages of a construction project, offset by artificially low prices or unit rates for the later stages of the project, to improve the contractor's cash flow.

31. Domestic Preference

31.1. If the **BDS** so specifies, the Procuring agency/Employer will grant a margin of preference to the domestic contractor in line with the rules, regulations, regulatory guides or instructions issued by the Authority from time to time.

32. Determination of Successful Bid

32.1. The Procuring agency/Employer shall compare the evaluated bids in accordance with the predefined bidding procedure, of all substantially responsive bids to determine the Successful bidder.

33. Qualification of Bidder

33.1. The Procuring agency/Employer shall determine to its satisfaction whether the bidder is substantially responsive and whose bid is declared as Successful bid either continues to meet (if prequalification applies) or meets (if post-qualification applies) the qualifying criteria specified in Evaluation and Qualification Criteria.

Note: In case of international bidding, the parameters for incorporation or licensing within Pakistan may be fulfilled as part of post qualification.

33.2. The determination shall be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder, pursuant to **ITB 11**.

33.3. Prior to contract award, the Procuring agency/Employer will verify that the successful bidder (including each member of a JV) is not blacklisted/debarred. The Procuring agency/Employer will conduct the same verification for each sub-contractor proposed by the successful bidder.

34. Sub-Contractors

34.1. The bidder shall provide details regarding any specialized sub-contractor to the Procuring agency/Employer. In case change of sub-contractors, the bidder shall promptly notify the Procuring agency/Employer and obtain approval for replacement of sub-contractors.

34.2. Bidders may propose sub-contracting up to the percentage of total value of contracts or the volume of works as specified in the **BDS**.

35. **Abnormally Low Financial Bid**

35.1. A procuring Agency may reject abnormally low bids. The decision of the Procuring agency/Employer to reject a bid and reasons for the decision shall be recorded in the procurement proceedings and promptly communicated to the bidder concerned. Moreover, the Procuring agency/Employer shall not incur any liability solely by rejecting abnormally bid

Guidance for Procuring agency/Employer:

An abnormally low bid means, in the light of the Procuring agency/Employer's estimate and of all the bids submitted, the bid appears to be abnormally low by not providing a margin for normal levels of profit. In order to identify the Abnormally Low Bid (ALB) following approaches can be considered to minimize the scope of subjectivity:

35.1.1. Comparing the bid price with the cost estimate;

35.1.2. Comparing the bid price with the bids offered by other bidders submitting substantially responsive bids; and

35.1.3. Comparing the bid price with prices paid in similar contracts in the recent past either government- or development partner-funded.

35.2. The Procuring agency/Employer will determine to its satisfaction whether the bidder that is selected as having submitted the successful bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in **ITB 11**

35.3. The determination will take into account the bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder, pursuant to **ITB 11**, as well as such other information as the Procuring agency/Employer deems necessary and appropriate. Factors not included in these bidding documents shall not be used in the evaluation of the bidders' qualifications.

35.4. Procuring agency/Employer may seek “Certificate for Independent Price Determination” from the bidder and the results of reference checks may be used in determining award of contract.

Explanation: The Certificate shall be furnished by the bidder. The bidder shall certify that the price is determined keeping in view of all the essential aspects such as raw material, its processing, value addition, optimization of resources due to economy of scale, transportation, insurance and margin of profit etc.

35.5. An affirmative determination will be a prerequisite for award of the contract to the bidder. A negative determination will result in rejection of the bidder’s bid, in which event the Procuring agency/Employer will proceed to the next ranked bidder to make a similar determination of that bidder’s capabilities to perform satisfactorily.

F. AWARD OF CONTRACT

36. **Criteria of Award**

36.1. Subject to **ITB 36 and 37**, the Procuring agency/Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has been declared as Successful Bidder, provided that such bidder has been determined to be:

36.1.1. eligible in accordance with the provisions of **ITB 3**;

36.1.2. is determined to be qualified to perform the Contract satisfactorily;
and

36.1.3. Successful negotiations have been concluded, if any.

37. **Negotiations**

37.1. The Committee of the Procuring agency/Employer may negotiate with the Most Advantageous Bidder relating to the following areas:

37.1.1. a minor alteration to the technical (drawings, design technical specifications) details of the statement of works;

37.1.2. Methodology, work plan, staffing in view to streamline the work;

37.1.3. a minor amendment to the Particular conditions of Contract;

37.1.4. finalizing payment arrangements;

37.1.5. clarifying details that were not apparent or could not be finalized at the time of Bidding;

37.2. Where negotiation fails to result into an agreement, the Procuring agency/Employer may invite the next ranked bidder for negotiations. Where negotiations are commenced with the next ranked bidder, the Procuring agency/Employer shall not reopen earlier negotiations.

38. Procuring agency's Right to reject All Bids

38.1. The procuring agency has the right to reject all bids in accordance with Rule 33 of the Public Procurement Rules, 2004. However, the Authority (i.e. **PPRA**) may call from the Procuring agency/Employer the justification of those grounds.

39. Notification of Award

39.1. The procuring agency shall announce and publish the evaluation result in accordance with Rule 35 of the Public Procurement Rules, 2004.

39.2. Where no complaints have been lodged, the bidder whose bid has been accepted will be notified of the award by the Procuring agency/Employer prior to expiration of the bid validity period through EPADS. However, the Procuring agency/Employer shall not award any procurement contract at least for five (05) days after the announcement of final evaluation report. The notification letter (herein after and in the condition of the contract and contract form called "Letter of Acceptance" will specify the sum that the Procuring agency/Employer will pay the successful bidder in consideration for the execution and completion of the

works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).

39.3. The notification of award will constitute the formation of the Contract, subject to the bidder furnishing the Performance Security (or guarantee) in accordance with **ITB 41** and signing of the contract in accordance with **ITB 40**.

39.4. Upon the successful bidder's furnishing of the performance security (or guarantee) pursuant to **ITB 41**, the Procuring agency/Employer will promptly notify each unsuccessful bidder, the name of the successful bidder and the Contract amount and will discharge the Bid Security or Bid Securing Declaration of the bidder(s) pursuant to **ITB 17**.

40. Signing of Contract

40.1. Promptly after notification of award, Procuring agency/Employer shall send the successful bidder the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract.

40.2. Immediately after the Redressal of grievance by the **GRC**, and after fulfillment of all conditions precedent of the Contract Form, the successful bidder and the Procuring agency/Employer shall sign the contract.

40.3. Where no formal signing of a contract is required, work order issued to the bidder shall be construed to be the contract.

41. Performance Security (or Guarantee)

41.1. After the receipt of the Letter of Acceptance, the successful bidder, within the specified time, shall deliver to the Procuring agency/Employer a Performance Guarantee in the amount and in the form stipulated in the BDS and PCC, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.

41.2. If the Performance Guarantee is provided by the successful bidder and it shall be in the form specified in the BDS which shall be in any of the following:

41.2.1. certified cheque, cashier's or manager's cheque, or bank draft;

41.2.2. irrevocable letter of credit issued by a scheduled bank of Pakistan or in the case of an irrevocable letter of credit issued by a foreign bank, the letter shall be confirmed or authenticated by a scheduled bank of Pakistan;

41.2.3. bank guarantee confirmed by a reputable local bank or, in the case of a successful foreign bidder, bonded by a foreign bank; or

41.2.4. surety bond callable upon demand issued by any reputable surety or insurance company.

Any Performance Guarantee submitted shall be enforceable in Pakistan.

41.3. Failure of the Most Advantageous Bidder to comply with the requirement of **ITB 40** shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security or declare blacklisted (in case bid securing declaration is submitted) in which event the Procuring agency/Employer may make the award to the next most advantageous bidder or reinitiate the procurement process afresh (as a case may be).

42. **Advance Payment**

42.1. Advance payment will be provided to the bidder in percentage and in the manner as agreed by the both parties in terms of Conditions of the Contract.

42.2. The Procuring agency/Employer will provide an advance payment as stipulated in the Conditions of Contract, subject to a maximum amount, as stated and/or Conditions of the Contract. The advance payment request shall be accompanied by an advance payment security (guarantee) in the form provided in Section X. For the purpose of receiving the advance payment, the bidder shall make and estimate of, and include in its bid, the expenses that will relate to the purchase of equipment, machinery, materials, and on the engagement of labor during the first month beginning with the date of the Procuring agency/Employer's "**Notice to Commence**" as specified in the **PCC**.

43. General Performance of the Bidders

43.1. The Procuring agency/Employer reserves the right to obtain information regarding performance of the bidders on their previously awarded contracts / works. The Procuring agency/Employer may seek information / report from the previous employer for consideration. However, the Procuring agency/Employer shall incorporate such parameters in the evaluation criteria and accordingly decide the fate of the bid submitted.

44. Corrupt & Fraudulent Practices

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

G. GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM

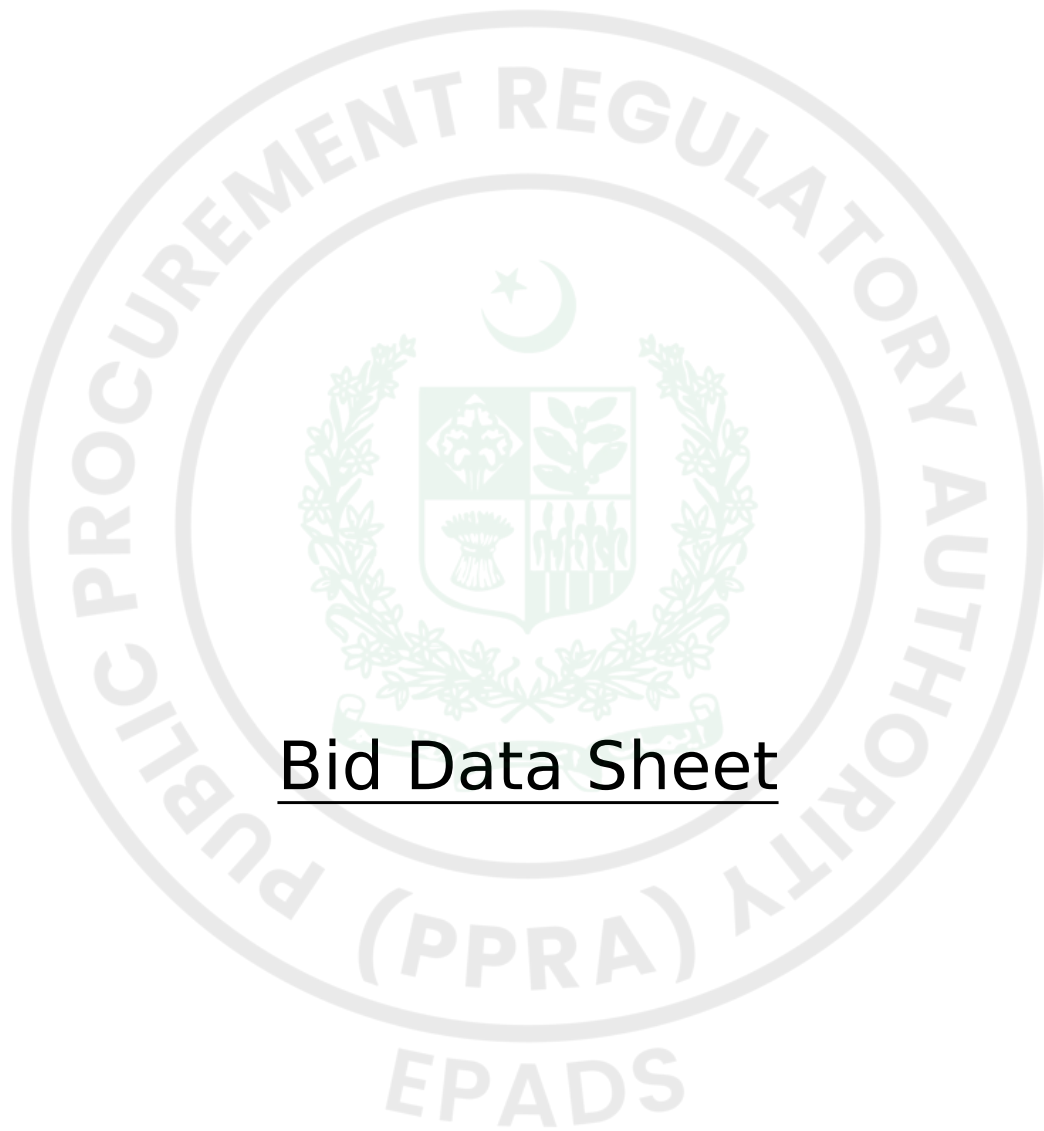
45. Grievance Redressal

45.1. Grievance Redressal shall be carried out in accordance with Rule 48 of the Public Procurement Rules, 2004 i.e. Redressal of grievances by the procuring agency and "Redressal of Grievances Regulations 2021".

H. MECHANISM OF BLACKLISTING

46. Mechanism of Blacklisting

46.1. The Procuring agency/Employer shall proceed Blacklisting of Bidders/Contractors in accordance with Rule 19 of the Public Procurement Rules, 2004 i.e. Blacklisting and "Blacklisting and Debarment of Bidders or Contractors Regulations 2024.



Bid Data Sheet

Bids Data Sheet (BDS)

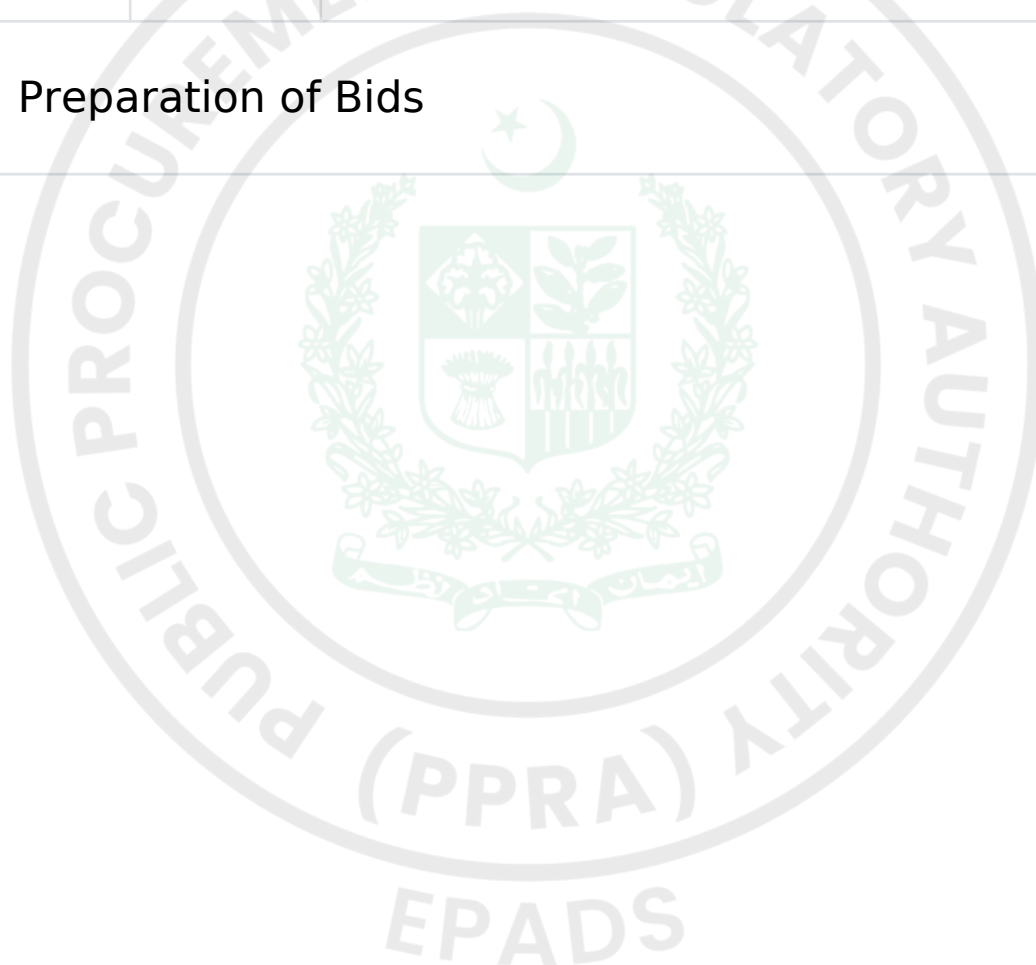
The following specific data for the procurement of Goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

BDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders
A. Introduction		
1	1.1	Name of Procuring Agency:Project Dorector GSC PESCO Peshawar (Peshawar Electric Supply Company (PESCO)) The subject of procurement is:GSC NIT-1: CARRIAGE OF MATERIAL FROM JAMRUD W/HOUSE TO CAMP STORE, CONSTRUCTION OF TOWERS FOUNDATIONS, BUTT JOINTS OF TOWERS LEGS, ERECTION OF TOWERS AND STRINGING OF CONDUCTOR, REHABILITATION OF 132KV D/C T/LINE D.I.KHAN - PEZU Expected commencement date: Friday, November 20, 2026
2.	2.1	Financial year for the operations of the Procuring Agency:2026-27 Name and identification number of the Contract: P83737
3.	3.1	JV/Consortium or Association Allowed: Yes Number of JV/Consortium Members: 2

B. Bidding Documents

4.	6.2 & 6.4	The Bidders may seek clarifications through EPADS v2.0 : Clarification Date: Monday, September 28, 2026
5.	7.2	Any addendum, in case issued, shall be published on Project Director GSC PESCO Peshawar (Peshawar Electric Supply Company (PESCO)) website and on EPADS v2.0 .

C. Preparation of Bids



6.

8.1

List of documents required along with the bid:

1. In addition to the documents stated in ITB 11, the following documents shall be included in the Technical Bid: 1. Engineering registration - Valid Pakistan Engineering Council registration on the Bid Submission Deadline in Category C-4 or above, with Specialization Codes CE-10 and EE-05.

2. Eligibility and qualification forms - Forms ELI-1.1 and ELI-1.2; Form CON-2; Forms FIN-3.1 and FIN-3.2; Forms EXP-4.1, EXP-4.2(a), EXP-4.2(b) and EXP-4.2(c), duly completed with the attachments required by Annexe-A and Annexe-B.

3. Experience evidence - As applicable, Letters of Award/Acceptance, signed Contract Agreements or Work Orders, certified BOQs/IPC's, completion or taking-over certificates, commissioning/energization records and satisfactory-performance certificates.

4. Technical proposal - Clause-by-clause compliance with the Employer's Requirements, Technical Specifications and Drawings; method statement; work programme; construction schedule; mobilization plan; key-personnel documents; project organization; site-management and ESHS arrangements.

5. Legal status and declarations - Legal-constitution documents; authorization to sign; notarized non-blacklisting/debarment affidavit; and Form CON-2 with case-wise pending-litigation/arbitration particulars or assigned Nil statement.

6. Statement of pending litigation and arbitration, showing the parties, nature of dispute, disputed amount and current status.

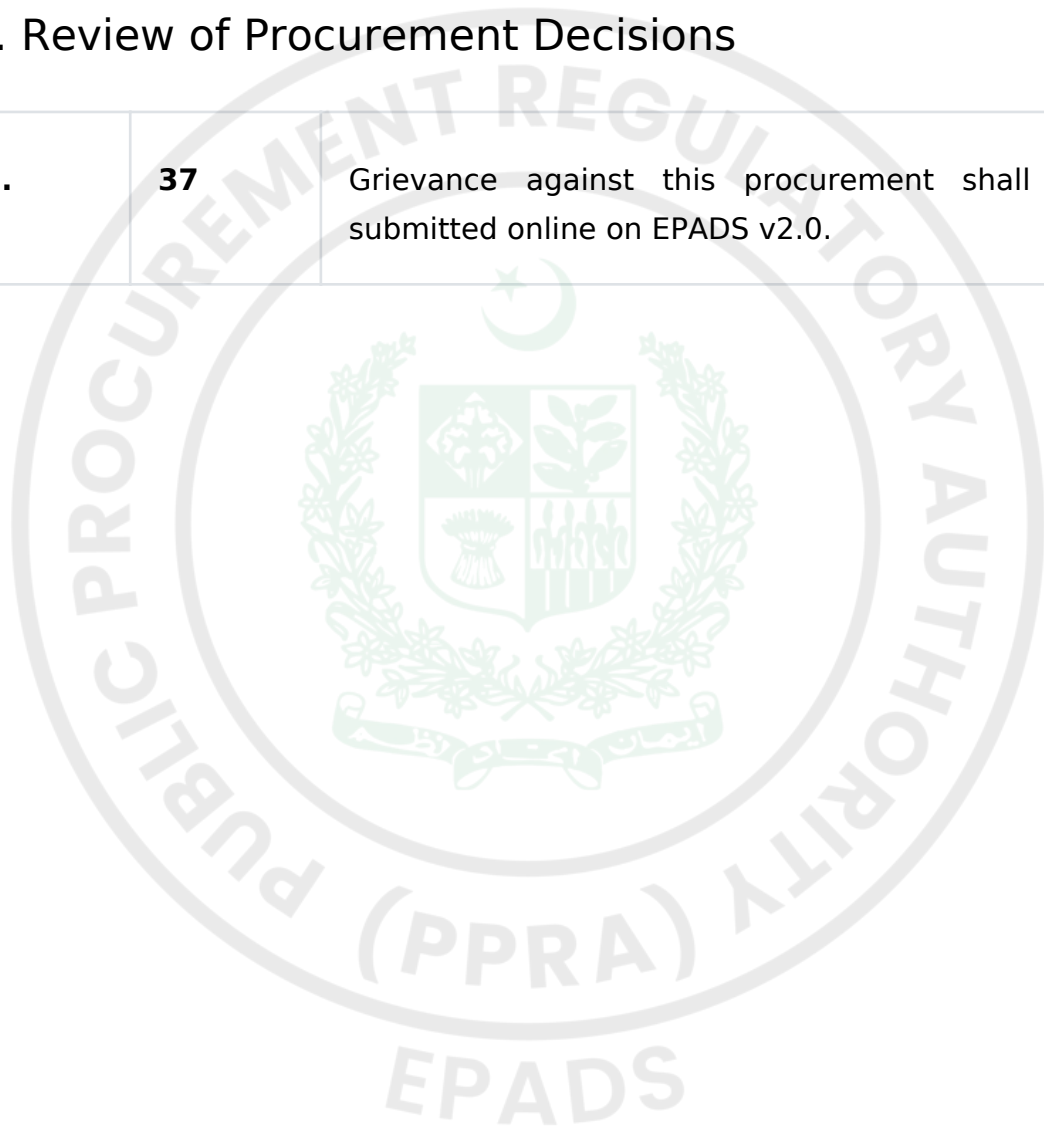
7.	9.1	The qualification criteria to establish the supply / production capability of the bidder. <i>see Eligibility Criteria</i>
8.	11.2	Works and Their related documents: <i>See section Required Scope of Work</i>
9.	11.1	Price schedule will be provided according to the format defined and acquired. <i>see section price schedule.</i>
10.	11.4	Specifications: <i>see section of specifications.</i>
11.	11.5 & 13.5	The price shall be Fixed . The bid price shall be adjusted in accordance with Appendix provided - Formula for Price Adjustment.
12.	14.1	Currency of the Bids shall be : PKR
13.	16.1	The Bids/Bid Validity period shall be: 90 Days
14.	17.1	The amount of Bid Security shall be as defined in Bid Security Section for items and lots given in BDS 6
15.	17.2	The Bid Security shall be in the form of: Call at Deposit
16.	15.1	Alternative Bids to the requirements of the bidding documents will not be permitted.

D. Submission of Bids

17.	18.1 & 21.1	Bid shall be submitted online on EPADS v2.0 whereas hard copy of the bid security should be submitted to the following; Project Director GSC PESCO Faqir Abad No.2, Zaryab Colony Peshawar, Peshawar City, Peshawar (District), Peshawar Division (Division), Khyber Pakhtunkhwa (KP) (Province). Bids that are not submitted on EPADS v2.0 shall be disqualified. The deadline for Bids submission is: Monday, October 12, 2026 10:00 AM
E. Opening and Evaluation of Bids		
18.	24.1	The Bids opening shall take place on EPADS v2.0. Day : Monday Date: October 12, 2026 Time : 10:30 AM
19.	30.2	Selection technique adopted will be: Least Cost Based Selection (LCBS) <i>see Evaluation Criteria</i>

F. Award of Contract

20.	41.1 & 41.2	The Performance guarantee shall: 10.00%. The Performance Guarantee shall be acceptable in the form of:Bank Guarantee
21.	45.1	Arbitrator shall be appointed by mutual consent of the both parties.
G. Review of Procurement Decisions		
22.	37	Grievance against this procurement shall be submitted online on EPADS v2.0.

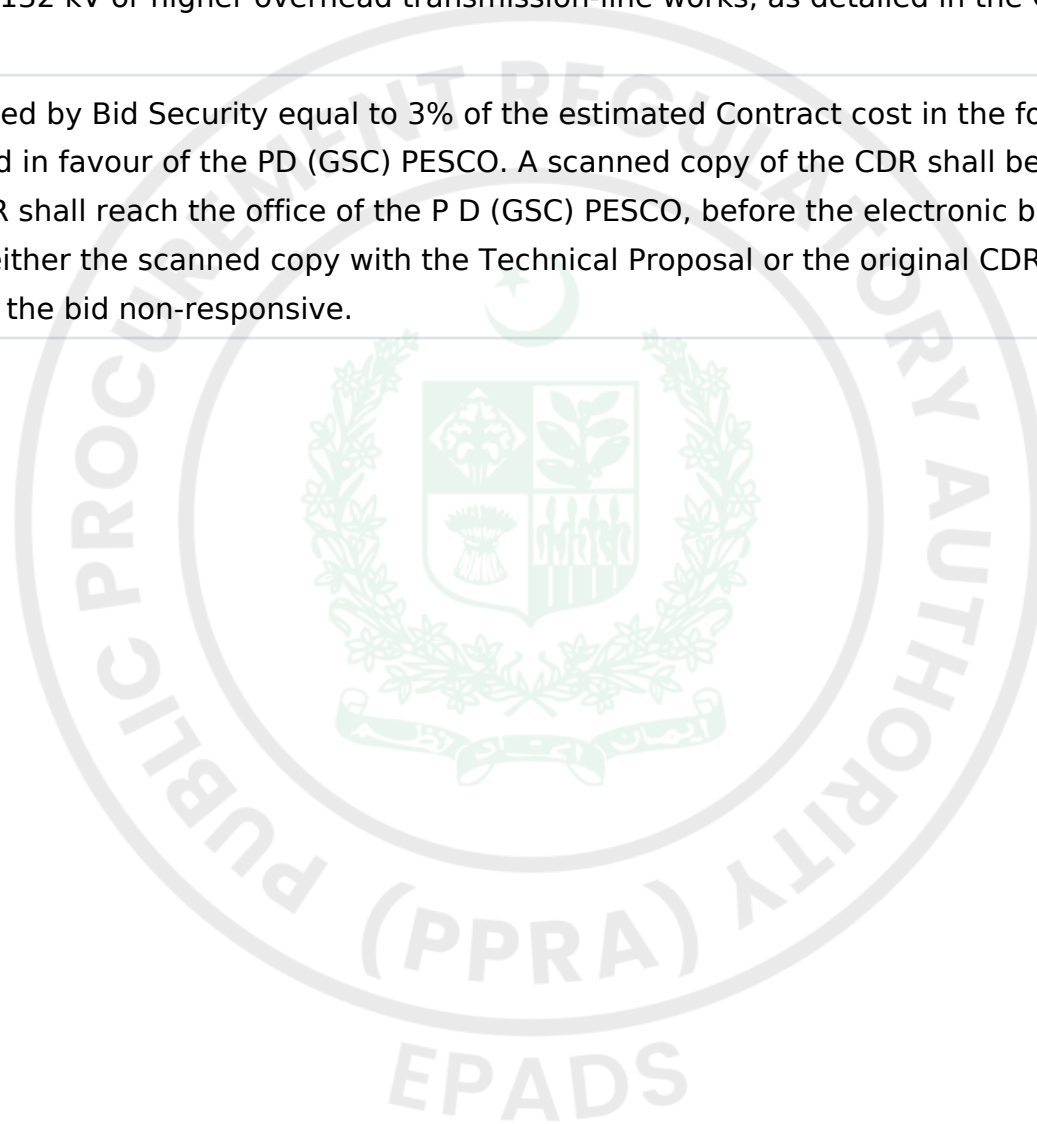


Eligibility Criteria

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

Eligibility Criteria	Document
A bidder may participate as a Single Entity or as a Joint Venture/Consortium comprising a maximum of two members, including one Lead Member. All JV members shall be jointly and severally liable for performance of the Contract. Detailed eligibility and qualification requirements are provided in the Bidding Documents.	Yes
The principal requirements include valid PEC registration in Category C-4 or above with specialization codes CE-02, CE-10 and EE-05; valid FBR/NTN and Active Taxpayer status, KPRA registration where applicable, and EPADS registration.	Yes
Average Annual Construction Turnover of at least 70% of the estimated Contract cost; available financial resources/cash flow of at least 30% of the estimated Contract cost.	Yes

Satisfactory completion of at least two similar contracts during the last five years, each valued at not less than 50% of the estimated Contract cost. The bidder shall also demonstrate experience in bored RCC pile foundations and the prescribed key activities for 132 kV or higher overhead transmission-line works, as detailed in the Qualification Criteria.	Yes
Each bid shall be accompanied by Bid Security equal to 3% of the estimated Contract cost in the form of a Call Deposit Receipt (CDR) issued in favour of the PD (GSC) PESCO. A scanned copy of the CDR shall be uploaded with the Bid, and the original CDR shall reach the office of the P D (GSC) PESCO, before the electronic bid-submission deadline. Failure to submit either the scanned copy with the Technical Proposal or the original CDR within the prescribed time shall render the bid non-responsive.	Yes



Evaluation Criteria

Least Cost Based Selection (LCBS)

Jobs/Lots

Jobs Without Lots :

Job	Delivery Schedule	Quantity	Bid Security
Carriage of Materials, Construction of Tower Foundations, Tower-Leg Butt Joints, Erection of Towers and Stringing of Conductor and Earth Wire for Rehabilitation of the 132 kV Double-Circuit Transmission Line from 220 kV Grid Station D.I. Khan to 132	Address: Pezu-DI Khan KPK Schedule: 180 Days Quantity: 20/Km	20/Km	2082075 PKR

Related Services :

No



Work Specifications and Market Rates

Jobs Without Lots :

Job: Carriage of Materials, Construction of Tower Foundations, Tower-Leg Butt Joints, Erection of Towers and Stringing of Conductor and Earth Wire for Rehabilitation of the 132 kV Double-Circuit Transmission Line from 220 kV Grid Station D.I. Khan to 132

Specifications / Requirements:

Sr. No	Ref. No.	Description	Unit	Qty	Rate	Amount in Words	Amount
1	Part-A: Schedule Items (WCSR-2022)						

Sr. No	Ref. No.	Description	Unit	Qty	Rate	Amount in Words	Amount
2	A-01	Carriage of 3.0 cum or 5 metric tons of all material like earth, silt, sand, stone aggregate spawl, coal, lime, surkhi, steel girders, MS sheets, MS Bars etc. or 4.25 cum of timber or 3.75 metric tons all fuel wood by truck or any other means. (WCSR-2022) Page No. 1-1/1 Shifting of 353.049 tons of material from 1st to 6th km (quantity expressed in units of 5 tons)	5 Metric Ton/Km	70.6098			

Sr. No	Ref. No.	Description	Unit	Qty	Rate	Amount in Words	Amount
3	A-02	Carriage of 3.0 cum or 5 metric tons of all material like earth, silt, sand, stone aggregate spawl, coal, lime, surkhi, steel girders, MS sheets, MS Bars etc. or 4.25 cum of timber or 3.75 metric tons all fuel wood by truck or any other means. (WCSR-2022) Page No. 1-1/1 Shifting of 353.049 tons of material from 7th to 274th Km (quantity expressed as 5-ton-km).	5 Matric Ton/Km	19347.0852			

Sr. No	Ref. No.	Description	Unit	Qty	Rate	Amount in Words	Amount
4	A-03	Carriage of 3.0 cum or 5 metric tons of all material like earth, silt, sand, stone aggregate spawl, coal, lime, surkhi, steel girders, MS sheets, MS Bars etc. or 4.25 cum of timber or 3.75 metric tons all fuel wood by truck or any other means. (WCSR-2022) Page No. 1-1/1 Shifting of 246.031 cubic metres of material from 1st to 6th km (quantity expressed in units of 3 cubic metres).	3 Cum/Km	82.0103333333			

Sr. No	Ref. No.	Description	Unit	Qty	Rate	Amount in Words	Amount
5	A-04	Carriage of 3.0 cum or 5 metric tons of all material like earth, silt, sand, stone aggregate spawl, coal, lime, surkhi, steel girders, MS sheets, MS Bars etc. or 4.25 cum of timber or 3.75 metric tons all fuel wood by truck or any other means. (WCSR-2022) Page No. 1-1/1 Shifting of 246.031 cubic metres of material from 7th to 274th km (quantity expressed as 3-cubic-metre-km).	3 Cum/Km	22470.83			
6	Sub Total-A						
7	Part-B: Non Schedule Items						

Sr. No	Ref. No.	Description	Unit	Qty	Rate	Amount in Words	Amount
8	B-01	Construction of tower foundation PCC 1:2:4 for ZM-I, ZM-I+3m, ZM-I-3m and ZM-I+6m type towers, Drawing No. PDW/TC-198, at 20° angle of repose, including excavation in soil/rock, cutting or blasting where required, stub setting, curing, backfilling and slope protection, complete in all respects. (N.S)	P/F	100			
9	B-02	Construction of tower foundation PCC 1:2:4 for ZM-30, ZM-30+3m and ZM-I-3m type towers, Drawing No. PDW/TC-199, at 20° angle of repose, including excavation in soil/rock, cutting or blasting where required, stub setting, curing, backfilling and slope protection, complete in all respects. (N.S)	P/F	8			

Sr. No	Ref. No.	Description	Unit	Qty	Rate	Amount in Words	Amount
10	B-03	Construction of tower foundation PCC 1:2:4 for ZM-60 and ZM-60+3m type towers, Drawing No. PDW/TC-200, at 20° angle of repose, including excavation in soil/rock, cutting or blasting where required, stub setting, curing, backfilling and slope protection, complete in all respects. (N.S)	P/F	4			
11	B-04	Butt joint of ZM-I type tower stubs and reconstruction/repair of tower chimney, complete in all respects. (N.S)	No.	140			
12	B-05	Butt joint of ZM-30 type tower stubs and reconstruction/repair of tower chimney, complete in all respects. (N.S)	No.	16			
13	B-06	Butt joint of ZM-60 type tower stubs and reconstruction/repair of tower chimney, complete in all respects. (N.S)	No.	16			

Sr. No	Ref. No.	Description	Unit	Qty	Rate	Amount in Words	Amount
14	B-07	Transportation of tower material from site camp store to site and erection of ZM-I type tower, including fixing anti-climbing devices, barbed wire and name plates; welding nuts/bolts up to tower top; painting welded points with anti-rust paint; and removal of obstructions necessary to achieve standard line clearance, complete in all respects. (N.S)	No.	48			
15	B-08	Transportation of tower material from site camp store to site and erection of ZM-I+3m type tower, including all associated works specified in the original BOQ, complete in all respects. (N.S)	No.	12			
16	B-09	Transportation of tower material from site camp store to site and erection of ZM-I+6m type tower, including all associated works specified in the original BOQ, complete in all respects. (N.S)	No.	2			

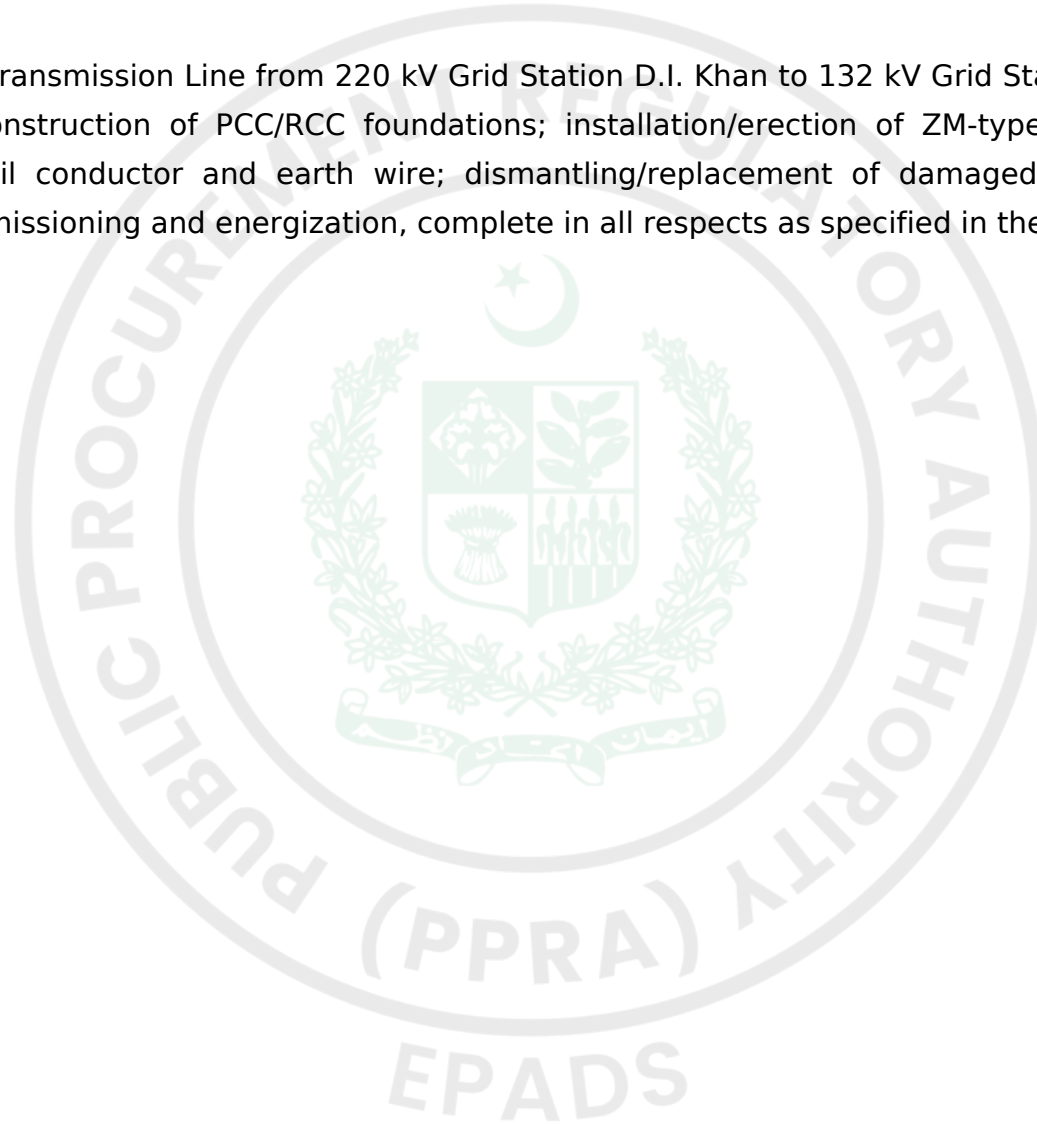
Sr. No	Ref. No.	Description	Unit	Qty	Rate	Amount in Words	Amount
17	B-10	Transportation of tower material from site camp store to site and erection of ZM-30 type tower, including all associated works specified in the original BOQ, complete in all respects. (N.S)	No.	4			
18	B-11	Transportation of tower material from site camp store to site and erection of ZM-30+3m type tower, including all associated works specified in the original BOQ, complete in all respects. (N.S)	No.	2			
19	B-12	Transportation of tower material from site camp store to site and erection of ZM-60 type tower, including all associated works specified in the original BOQ, complete in all respects. (N.S)	No.	5			
20	B-13	Installation of deficient/short tower braces, complete in all respects. (N.S)	Ton	7			

Sr. No	Ref. No.	Description	Unit	Qty	Rate	Amount in Words	Amount
21	B-14	Shifting of stringing material from site store to site and stringing of six RAIL conductors, including installation of disc insulators, mid-span joints, SBDs, PG connectors and other allied hardware as per standard drawings/specifications, complete in all respects. (N.S)	Km	16.75			
22	B-15	Shifting of stringing material from site store to site and stringing of one RAIL conductor, including installation of disc insulators, mid-span joints, SBDs, PG connectors and other allied hardware as per standard drawings/specifications, complete in all respects. (N.S)	Km	4.25			
23	B-16	Stringing of one earth wire, including installation of SBDs and other allied accessories, complete in all respects. (N.S)	Km	17.5			

Sr. No	Ref. No.	Description	Unit	Qty	Rate	Amount in Words	Amount
24		Total Part-B (Non Schedule Items)					
25		Total Bid Cost (A+B)					
26		TOTAL ESTIMATED CONTRACT COST — EXCLUDING KPRA SALES TAX (PKR)					69402496
						GRAND TOTAL:	Rs69,402,496.00

Scope of Work

Rehabilitation of 132 kV D/C Transmission Line from 220 kV Grid Station D.I. Khan to 132 kV Grid Station Pezu, including carriage of PESCO-supplied materials; construction of PCC/RCC foundations; installation/erection of ZM-type towers and associated tower works; stringing of ACSR Rail conductor and earth wire; dismantling/replacement of damaged components, where required; interconnection, testing, commissioning and energization, complete in all respects as specified in the Bidding Documents.



Price Schedule

For Individual Jobs

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

For Lots

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





General Conditions of Contract

A. General

1. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

1.1.12. "Government" means the Government of Pakistan;

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

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

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

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

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

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

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

2. Applicable Law

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

3. Language

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

4. Notices

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

5. Location

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

5.2. A {DOCUMENTS}

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.

29.2. A {INSPECTION}

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

Number of GC Clause 1

Definitions

The Procuring Agency is: Project Director GSC PESCO Peshawar (Peshawar Electric Supply Company (PESCO)), Project Director Project Director GSC PESCO Faqir Abad No.2, Zaryab Colony Peshawar, Peshawar City, Peshawar (District), Peshawar Division (Division), Khyber Pakhtunkhwa (KP) (Province).

The Supplier is:

The title of the subject procurement is: GSC NIT-1: CARRIAGE OF MATERIAL FROM JAMRUD W/HOUSE TO CAMP STORE, CONSTRUCTION OF TOWERS FOUNDATIONS, BUTT JOINTS OF TOWERS LEGS, ERECTION OF TOWERS AND STRINGING OF CONDUCTOR, REHABILITATION OF 132KV D/C T/LINE D.I.KHAN - PEZU

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:

Project Director GSC PESCO Peshawar (Peshawar Electric Supply Company (PESCO)), Project Director Project Director GSC PESCO Faqir Abad No.2, Zaryab Colony Peshawar, Peshawar City, Peshawar (District), Peshawar Division (Division), Khyber Pakhtunkhwa (KP) (Province).

+92-370-134-0190

xen.gc-1@pesco.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:

Project Director GSC PESCO Peshawar (Peshawar Electric Supply Company (PESCO)), Project Director
Project Director GSC PESCO Faqir Abad No.2, Zaryab Colony Peshawar, Peshawar City, Peshawar
(District), Peshawar Division (Division), Khyber Pakhtunkhwa (KP) (Province).

+92-370-134-0190

xen.gc-1@pesco.com.pk

For the Bidder:

Name:

Designation:

Address:

Number of GC Clause 7

Effectiveness of the contract

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

Number of GC Clause 8

Commencement of Contract:

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

Number of GC Clause 10.2

Expiration of Contract:

The time period shall be

Number of GC Clause 14

Termination

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

Number of GC Clause 16

Conflict of Interest:

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

Number of GC Clause 20

Liquidated Damages

If the Bidder fails to provide services as required under the contract or in case of any data loss/data breach or any incident compromising the data security or other such failures related to any services, the Bidder shall pay to the Procuring Agency as Liquidated Damages at a rate of **0.10%** 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 28

Payment terms:

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

Number of GC Clause 29

Identifying Defects:

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

Number of GC Clause 31

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... (full clause unchanged)
- ii. At future of negotiation the dispute shall be resolved through mediation...
- iii. At failure of mediation, arbitration under Arbitration Act 1940...
- iv. Cost sharing equally...

v. Proceedings may commence before/after completion...

Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract.

Rules of procedure for arbitration proceedings:

Any dispute between the Authority and a Bidder shall be referred to arbitration under the laws of Pakistan including Arbitration Act 1940.

Place of Arbitration and Award:

The arbitration shall be conducted in English language and place shall be Islamabad. The award shall be final and binding.





Bid Securing Declaration

Form 9: Bid Securing Declaration

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

Bid No.: **P83737**

To: **Project Dorector GSC PESCO Peshawar (Peshawar Electric Supply Company (PESCO)), Project Director Project Director GSC PESCO Faqir Abad No.2, Zaryab Colony Peshawar, Peshawar City, Peshawar (District), Peshawar Division (Division), Khyber Pakhtunkhwa (KP) (Province).**

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 **Project Dorector GSC PESCO Peshawar (Peshawar Electric Supply Company (PESCO)), Project Director Project Director GSC PESCO Faqir Abad No.2, Zaryab Colony Peshawar, Peshawar City, Peshawar (District), Peshawar Division (Division), Khyber Pakhtunkhwa (KP) (Province).**

(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., **GSC NIT-1: CARRIAGE OF MATERIAL FROM JAMRUD W/HOUSE TO CAMP STORE, CONSTRUCTION OF TOWERS FOUNDATIONS, BUTT JOINTS OF TOWERS LEGS, ERECTION OF TOWERS AND STRINGING OF CONDUCTOR, REHABILITATION OF 132KV D/C T/LINE D.I.KHAN - PEZU (P83737)** and has accepted a Bids by the Bidder for the provision of Goods in the sum of [contract price in words and figures] (hereinafter called “the Contract Price”).

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

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

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

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

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

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

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

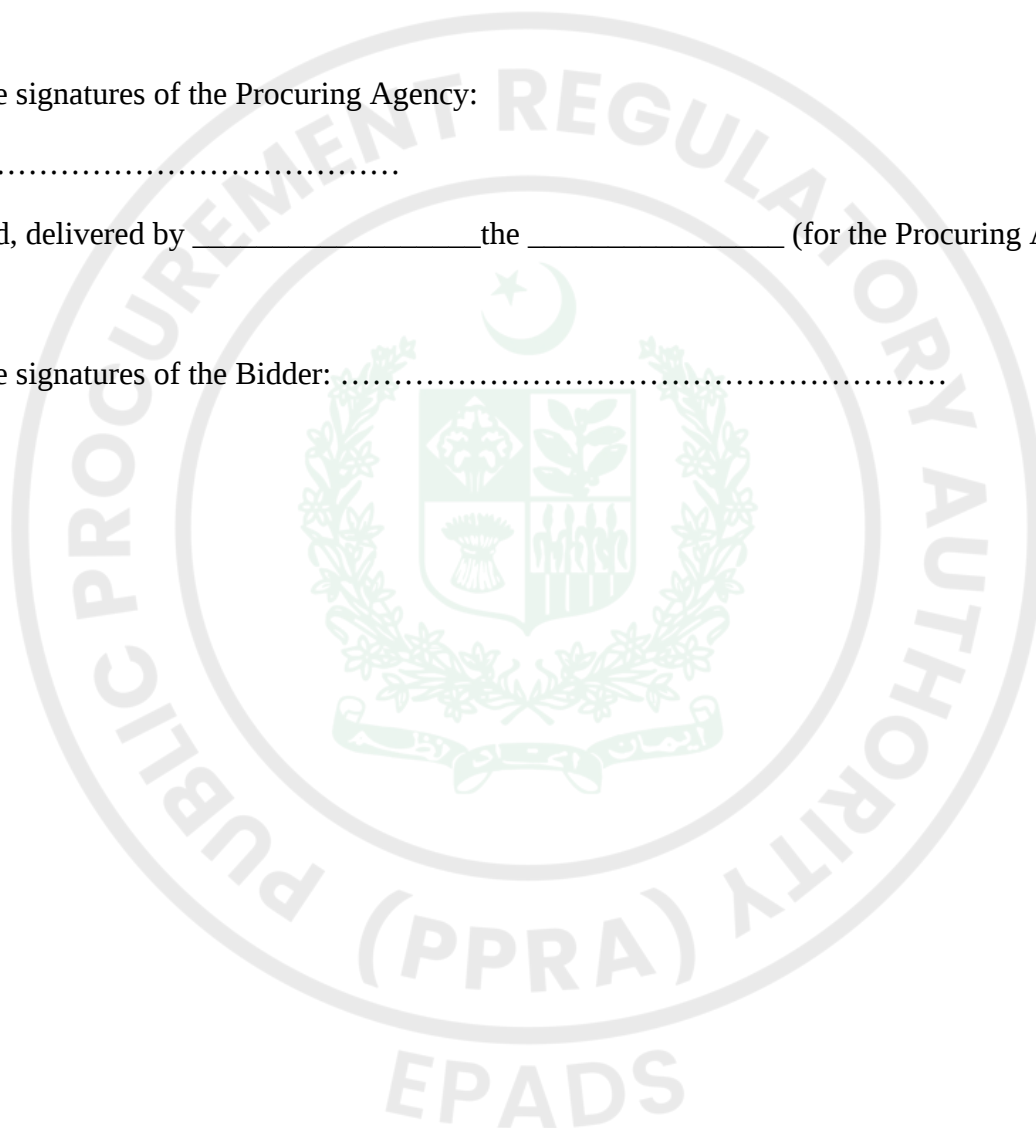
Signed, sealed, delivered by _____ the _____ (for the Procuring Agency)

Witness to the signatures of the Procuring Agency:

.....

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

Witness to the signatures of the Bidder:





Integrity Pact

Integrity Pact

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

Contract

Number: Contract

Value: Contract Title:

Dated:

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

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

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

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

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



Performance Guarantee Form

Performance Guarantee Form

To: **Project Dorector GSC PESCO Peshawar (Peshawar Electric Supply Company (PESCO)), Project Director Project Director GSC PESCO Faqir Abad No.2, Zaryab Colony Peshawar, Peshawar City, Peshawar (District), Peshawar Division (Division), Khyber Pakhtunkhwa (KP) (Province).**

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]*

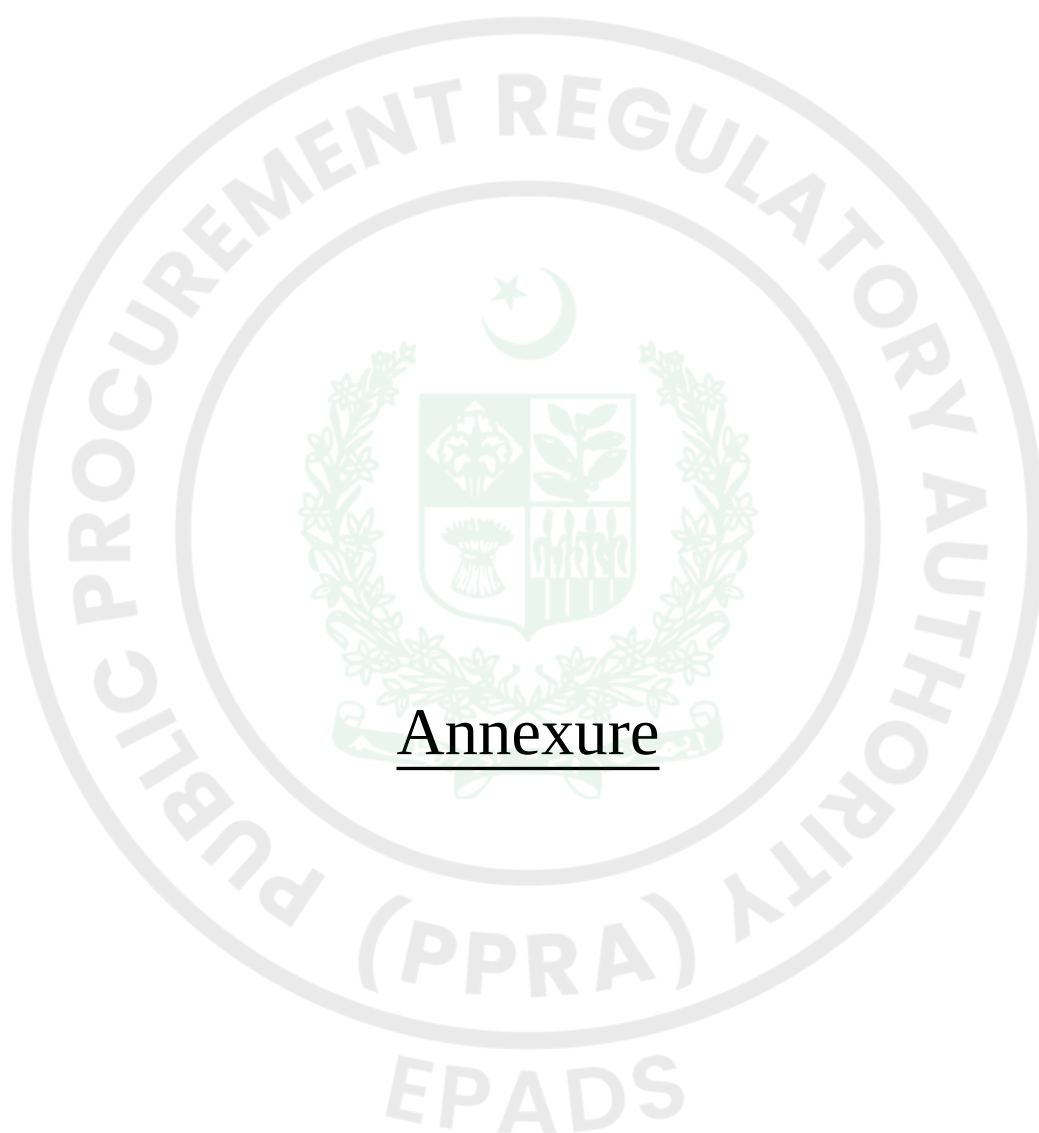
Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]





Annexure

Bid Data Sheet (BDS)

Information (Read-Only)

See Form Under Additional Forms and Documents: **Bid Data Sheet (BDS)** (page number: 89)

JV Agreement Form

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **JV Agreement Form** (page number: 95)

JV Agreement Documents requirements

Information (Read-Only)

See Form Under Additional Forms and Documents: **JV Agreement Documents requirements** (page number: 107)

Price Schedule (BOQ)

Financial Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Price Schedule (BOQ)** (page number: 109)



Procurement Forms

Past Construction Experiences

See Form Under Additional Forms and Documents: **Past Construction Experiences** (page number: 111)

Contractor's Key Personnel Representative and Their Schedules

See Form Under Additional Forms and Documents: **Contractor's Key Personnel Representative and Their Schedules** (page number: 117)

Financial Resources

See Form Under Additional Forms and Documents: **Financial Resources** (page number: 121)

Past Experience and Completed Contracts

The Bidder shall submit copies of the Letter of Award/Contract Agreement, together with Completion Certificate or Taking-Over Certificate for completed works. For ongoing works, the Bidder shall submit the Contract Agreement along with the latest Interim Payment Certificate or Employer's Certificate indicating the percentage of completion. Where experience is claimed as a Joint Venture Member or Subcontractor, the relevant JV Agreement or Subcontract Agreement shall also be provided clearly indicating the Bidder's share and scope of work.

A minimum number of similar contracts specified below that have been satisfactorily and substantially completed as a prime contractor, joint venture member, management contractor or sub-contractor in the last five (5) years and application submission deadline:

2 contracts, each of minimum value 50% of the estimated contract cost.

For the above and any other contracts completed and under implementation as prime contractor, joint venture member, management contractor or sub-contractor on or after the first day of the calendar year during the period stipulated in 4.2 (a) above, a minimum construction experience in the following key activities successfully completed:

See Form Under Additional Forms and Documents: **Past Experience and Completed Contracts** (page number: 122)

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

History of Non-Performing Contracts	Non-performance of a contract did not occur as a result of contractor default during the last five (05) years.
Pending Litigation	Bidder's financial position and prospective long term profitability sound according to criteria established in 3.1 below and assuming that all pending litigation will be resolved against the Bidder

See Form Under Additional Forms and Documents: **Historical Contract Non-Performance, and Pending Litigation and Litigation History** (page number: 123)

Current Contracts and Their Progress

See Form Under Additional Forms and Documents: **Current Contracts and Their Progress** (page number: 125)

Financial Capacity and Net Worth Evaluation Form

Financial Capabilities	(i) The Bidder shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated at 30% of the estimated contract cost for the subject contract(s), net of the Bidder's other commitments. (ii) The Bidder shall demonstrate, to the satisfaction of the Procuring Agency/Employer, that the financial resources demonstrated under this criterion are sufficient, after accounting for ongoing and future contractual commitments, to meet the cash flow requirements of the subject contract (iii) The audited balance sheets for the last three (3) years shall be submitted. Where the laws of the Bidder's country do not require audited financial statements, the Bidder shall submit unaudited financial statements duly certified by a Chartered Accountant or other legally authorised accounting professional, together with any other financial records (such as income tax returns or annual financial reports) acceptable to the Procuring Agency/Employer, demonstrating the Bidder's financial position and long-term profitability.
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See Form Under Additional Forms and Documents: **Financial Capacity and Net Worth Evaluation Form** (page number: 126)

Average Annual Turnover

Average Annual Construction Turnover	The Bidder shall have a minimum average annual construction turnover equivalent to 70% of the estimated cost of the subject contract , calculated as the total certified payments received for contracts in progress and/or completed during the last three (3) years , divided by three (3) years
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See Form Under Additional Forms and Documents: **Average Annual Turnover** (page number: 128)







Additional Forms and Documents

BID DATA SHEET (BDS)

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

BDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders
A. Introduction		
1.	1.1	Name of Procuring agency/Employer: <i>PESHAWAR ELECTRIC SUPPLY COMPANY.</i> The subject of procurement is: Carriage of Material from Jamrud W/House to Camp Store, Construction of Towers Foundations, Butt Joints of Towers Legs, Erection of Towers and Stringing of Conductor including Earth Wire for Rehabilitation of 132kV D/C T/Line D.I.Khan - Pezu. Type of Procurement: Works—National Competitive Bidding (NCB) Procurement Procedure: Single-Stage Single-Envelope Procedure Evaluation Method: Lowest Evaluated Substantially Responsive Bid Period for completion of the works: <i>180 Days</i> Commencement date execution of the works: 14 days of award of the work to Contractor.
2.	2.1	Financial year for the operations of the Procuring agency/Employer: <i>PESCO Own Resources (2026-27)</i> Name of Project: Rehabilitation Works of the 132 kV Double-Circuit Transmission Line from 220 kV D.I. Khan Grid Station to 132 kV Pezu Grid Station, comprising associated civil and electrical works. Name and identification number of the Contract: <i>Tender No. PESCO/PD(GSC)/NIT-01/2026-27 (P83737)</i>
3.	3.1	Maximum number of members in the joint venture, consortium shall be: Two (2). In the case of a Joint Venture, the Bidder shall submit the duly executed Joint Venture Agreement in the prescribed format, together with all documents required for verification of the JV's constitution, membership, participation shares and authority of its signatories, as specified in Annexure to the Bidding Documents.
B. Bidding Documents		
4.	7.2	The number of copies of the Bid to be completed and submitted is: Not applicable. The Bid shall be submitted electronically through EPADS. Only one complete electronic Bid is required.

5.	8.1	The address for clarification of Bidding Documents is; Attention: Project Director (GSC) PESCO Peshawar. Address: GSC House No-22, Dr. Durr-e-Kamil Road, Faqirabad No.2. City: Peshawar, Khyber Pakhtunkhwa Telephone: +92 91 2246494 Facsimile number: +92 91 2248900 Electronic mail address: pd.gsc@pesco.com.pk Requests for clarification should be received by the Employer no later than: Seven (07) days prior to the dead line for submission of bids.
	8.5	Pre-Bid Meeting: A pre-bid meeting will not be held.

C. Preparation of Bids

6.	10.1	The Language of all correspondences and documents related to the Bid is: English
7.	11.1 (i)	In addition to the documents stated in ITB 11, the following documents shall be included in the Technical Bid: 1. Engineering registration - Valid Pakistan Engineering Council registration on the Bid Submission Deadline in Category C-4 or above, with Specialization Codes CE-10 and EE-05. 2. Eligibility and qualification forms - Forms ELI-1.1 and ELI-1.2; Form CON-2; Forms FIN-3.1 and FIN-3.2; Forms EXP-4.1, EXP-4.2(a), EXP-4.2(b) and EXP-4.2(c), duly completed with the attachments required by Annexure-A and Annexure-B. 3. Experience evidence - As applicable, Letters of Award/Acceptance, signed Contract Agreements or Work Orders, certified BOQs/IPC's, completion or taking-over certificates, commissioning/energization records and satisfactory-performance certificates. 4. Technical proposal - Clause-by-clause compliance with the Employer's Requirements, Technical Specifications and Drawings; method statement; work programme; construction schedule; mobilization plan; key-personnel documents; project organization; site-management and ESHS arrangements. 5. Legal status and declarations - Legal-constitution documents; authorization to sign; notarized non-blacklisting/debarment affidavit; and Form CON-2 with case-wise pending-litigation/arbitration particulars or a signed Nil statement.

		6. Statement of pending litigation and arbitration, showing the parties, nature of dispute, disputed amount and current status. Where no litigation or arbitration exists, a duly signed “Nil” statement shall be submitted. 7. Financial evidence - Audited balance sheets, income statements, cash-flow statements and auditors' reports for the last three completed financial years; income-tax returns for the last three completed tax years; current Active Taxpayers List (ATL) evidence; bank balance/line-of-credit confirmation; available-resource and current-commitment schedules; and valid NTN, Sales Tax and KPRA registrations, as applicable. 8. Joint Venture - Where applicable, the prescribed executed JV Agreement attached as Annexure-D; Power of Attorney authorizing the Lead Member; authorizing resolutions; and separate eligibility, qualification, financial-capacity and experience documents of each JV Member. The JV shall comprise two Members with 60% participation by the Lead Member and 40% by the Second Member. Both Members shall be jointly and severally liable. 9. A Letter of Intent shall not be accepted. Participation shares shall not replace the criterion-specific JV requirements in Annexure-A. 10. Other documents - All other forms, schedules, declarations, undertakings and supporting evidence required by the Bidding Documents. Annexure-A contains the controlling qualification requirements and thresholds; Annexure-B is the matching documentary-evidence and evaluation checklist. Failure to submit a document shall be dealt with under the responsiveness, clarification and qualification provisions of the Bidding Documents. No post-deadline document may cure a material omission or improve a Bidder's qualification.
8.	11.4 (c)	Other procurement specific documentation requirements are: 1. Details of specialized construction equipment, supported by evidence of ownership, lease or availability. 2. Project-specific Quality Assurance and Quality Control Plan, including inspection and testing procedures. 3. Technical data, catalogues and applicable type-test certificates for major materials proposed for the Works.
9.	15.5	Price adjustment: The rates and prices quoted by the Bidder shall be fixed for the entire period of Contract performance and shall not be subject to price adjustment, except for

		adjustments expressly permitted under the Conditions of Contract due to variations or changes in law.
10.	15.6	Name of the works: Not applicable The identification No: Not applicable The No. and identification of lots (contracts) comprising this open competitive bid: Not applicable
11.	15.8	Taxes, Duties and Levies: The rates, prices and total Bid Price quoted by the Bidder shall be inclusive of all applicable duties, taxes, levies and other charges, including Khyber Pakhtunkhwa Sales Tax on Services, prevailing twenty-eight (28) days prior to the deadline for submission of Bids. Such liabilities shall be incorporated into the quoted unit rates and prices and shall not be shown as a separate BOQ/Price Schedule item. No separate addition or reimbursement on account of such duties, taxes or levies shall be admissible during bid evaluation or Contract execution, except where an adjustment becomes due under the applicable Change in Law provisions of the Contract. The Employer shall deduct or withhold taxes at source as required by applicable law and provide the prescribed certificate or evidence of deduction.
12.	16.1	The currency of the Bid shall be: Pak Rupees (PKR)
13.	18.1	The Bid Validity period shall be: 90 days.
14.	19.1	The amount of Bid Security shall be: 3% The currency of the Bid Security shall be: Pak Rupees (PKR).
15.	19.3	The Bid Security shall be in the form of: Call Deposit Receipt (CDR) or Bank Guarantee The Bid shall remain valid for 90 days from the deadline for Bid submission. The Bid Security shall remain valid for at least 28 days beyond the expiry of the Bid Validity Period.
16.	19.3 (c)	Other forms of security are: Not applicable.
17.	20.1	Alternative Bids to the requirements of the Bidding Documents: Not applicable.
18.	20.2	If alternative scheduled for execution of work is explicitly invited: <u>Not Applicable</u>
19.	22.1	The number of copies of the Bid to be completed and returned shall be: <u>Bids shall be Uploaded on EPADS.</u>
20.	22.2	The written confirmation of authorization to sign on behalf of the Bidder shall consist of an original, duly signed and stamped Power of Attorney or Authorization Letter

		demonstrating the authority of the signatory to sign and submit the Bid and bind the Bidder. In the case of a Joint Venture, the authorization shall be executed by all JV Members and shall authorize the nominated representative of the Lead Member to sign and submit the Bid, receive instructions, conduct correspondence and bind all JV Members, jointly and severally, throughout the bidding process and, if awarded, during Contract execution.
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D. Submission of Bids

21.	23.2 (a)	Bid shall be submitted/Uploaded: through <u>EPADS Only</u>
22.	23.2 (b)	Title of the subject Procurement or Project name: Carriage of Material from PESCO Warehouse Jamrud to the Site of Works; construction of tower foundations; execution of tower-leg butt joints; erection of towers; and stringing of conductor and earth wire for rehabilitation of the 132 kV Double-Circuit Transmission Line from 220 kV Grid Station D.I. Khan to 132 kV Grid Station Pezu ITB title and <i>Tender No. PESCO/PD(GSC)/NCB-01/2026-27.</i>
23.	24.1	The deadline for Bid Submission / Uploading: As per NIT

E. Opening and Evaluation of Bids

24.	27.1	The Bid opening shall take place at: <u>ON-LINE through EPADS.</u> <i>As per NIT</i>
25.	33.2	The currency that shall be used for Bid evaluation and comparison purposes to convert all Bid prices expressed in various currencies is: <u>Pak Rupees (PKR)</u> The Source of exchange rate shall be: Not applicable. The date of exchange rate shall be: Not applicable.
26.	33.3	The bids shall be quoted in: Pak Rupees (PKR)
27.	34.2	Lowest Evaluated Cost: After meeting all minimum mandatory eligibility, qualification, technical responsiveness and quality requirements specified in the Bidding Documents, the substantially responsive Bid having the lowest evaluated cost shall be considered for award. No marks, scores,

		weightings or criteria other than those stated in the Bidding Documents shall be applied.
28.	34.4	Not applicable
29.	34.5	Not applicable
30.	35.1	Margin of Preference for Domestic Contractors: Not Applicable. No margin of preference shall be applied in the evaluation and comparison of Bids, as this procurement is being conducted through National Competitive Bidding (NCB) .
31.	38.2	Sub-contracting (please insert percentage) of the total value of the contract. <u>Not Applicable</u>
F. Award of Contract		
32.	48.1	The Performance Security (or guarantee) shall be: <i>Ten percent (10%) of the Contract Price</i>
33.	48.2	The Performance Security (or guarantee) shall be in the form of: Bank Guarantee.
G. Review of Procurement Decisions		
34.	53.6	The Address of PPRA to submit a copy of appeal: Grievance Redressal Appellate Committee, Public Procurement Regulatory Authority 1 st Floor, G-5/2, Islamabad, Pakistan Tel: +92-51-9202254

ANNEXURE-D

PRESCRIBED FORM OF JOINT VENTURE AGREEMENT

To be completed, executed and submitted with the Bid

FOR

**Rehabilitation of 132 kV Double-Circuit Transmission Line
from 220 kV Grid Station D.I. Khan to 132 kV Pezu Grid Station**

Bid No.	NIT-1/2026-27
Procuring Agency / Employer	Peshawar Electric Supply Company (PESCO)
Execution	On non-judicial stamp paper of requisite value

JV Name: _____

Date of Execution: ____ / ____ / 20____

JOINT VENTURE AGREEMENT

This Joint Venture Agreement (the “Agreement”) is made and executed on this ____ day of _____, 20____ at _____, Khyber Pakhtunkhwa, Pakistan, by and between the Members identified below, on non-judicial stamp paper of the requisite value under the law applicable in Khyber Pakhtunkhwa.

BY AND BETWEEN:

1. M/s _____, a [company/firm] organized and existing under the laws of Pakistan, having registration/incorporation No. _____, NTN _____, PEC Licence No. _____, and registered office at _____, acting through its duly authorized representative Mr./Ms. _____, CNIC No. _____, hereinafter referred to as the “Lead Member” (which expression shall, where the context permits, include its successors and permitted assigns);

AND

2. M/s _____, a [company/firm] organized and existing under the laws of Pakistan, having registration/incorporation No. _____, NTN _____, PEC Licence No. _____, and registered office at _____, acting through its duly authorized representative Mr./Ms. _____, CNIC No. _____, hereinafter referred to as the “Second Member” (which expression shall, where the context permits, include its successors and permitted assigns).

The Lead Member and the Second Member are individually referred to as a “Member” and collectively as the “Members” or the “Joint Venture/JV”.

RECITALS

- A. Peshawar Electric Supply Company (PESCO), referred to in the Bidding Documents as the “Employer” or “Procuring Agency”, has invited Bids under Bid No. NIT-1/2026-27 for “Rehabilitation of 132 kV Double-Circuit Transmission Line from 220 kV Grid Station D.I. Khan to 132 kV Pezu Grid Station” (the “Project”). PESCO is not a party to this Agreement; references to PESCO identify the intended Employer and do not impose any obligation upon it under this Agreement.
- B. The Members, acting independently and through their duly authorized governing bodies, have agreed to combine their complementary technical, financial, managerial, personnel and equipment resources in a project-specific Joint Venture for submission of a joint Bid and, if awarded, execution, completion and remedying of defects under the Contract.
- C. This Agreement is exclusively between the Members and establishes their binding inter se rights, duties, governance, contributions, work allocation and risk-sharing. Nothing in it makes PESCO a member, partner, agent, guarantor or contracting party to the Members’ internal arrangements.
- D. The Members nevertheless intend and undertake that PESCO may rely upon the representations, authorizations and joint and several commitments contained herein when evaluating the Bid and administering any resulting Contract, without assuming any liability under this Agreement.

E. Each Member confirms that it has obtained all corporate, company, partnership or proprietorship approvals and authorizations required to enter into, execute and perform this Agreement and that the supporting resolutions and Powers of Attorney form integral attachments hereto.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Members agree as follows:

1. Definitions and Interpretation

Unless the context otherwise requires, capitalized terms not defined in this Agreement shall have the meanings assigned to them in the Bidding Documents and the Contract. References to the Bid include the Technical and Financial Bids, clarifications accepted by the Employer, and all documents forming part of the Bid. If any provision of this Agreement conflicts with the Bidding Documents or Contract, the latter shall prevail in relation to the Employer.

2. Formation, Constitution, Legal Status, Name and Purpose

The Members hereby constitute a contractual, unincorporated and project-specific Joint Venture under the name “_____ JV” solely to participate in Bid No. NIT-1/2026-27 and, if awarded, to execute, complete, commission where applicable, and remedy defects in the Project. The JV derives its authority from this Agreement, the attached corporate/partnership authorizations and Powers of Attorney, and shall comply with all registrations and formalities required by applicable law and the Bidding Documents. Unless incorporation or separate registration is required by law or the Contract, the JV shall not be treated as a separate incorporated legal person, and each Member shall retain its independent legal identity. This Agreement does not create a general partnership, employment relationship or association for any activity unrelated to the Project, nor does it authorize either Member to bind the other except as expressly provided herein.

3. Effectiveness, Supporting Formalities and Duration

This Agreement shall become binding between the Members upon execution by their duly authorized signatories on properly valued non-judicial stamp paper. The Members shall complete, execute and attach the participation and work-allocation schedules, governing-body resolutions, Powers of Attorney, identity documents, licences, registrations and other instruments listed in Schedule D. Any deficiency in an internal formality shall not permit a Member to deny its obligations to the other Member or prejudice commitments represented to PESCO. The Agreement shall remain in force throughout the bidding process and, if the Bid is successful, until complete performance of the Contract, settlement of JV accounts, discharge of all liabilities, expiry of the defects-liability/defects-notification period, release of all securities and guarantees, and final resolution of claims and disputes. If the Bid is unsuccessful, it shall terminate only after release of the Bid Security and settlement of all outstanding JV obligations.

4. Participation Shares

The participation shares shall be: Lead Member ____%; Second Member ____%; Total 100%. The shares shall reflect the Members' respective contributions and assigned scope. No share, scope or responsibility may be materially changed without the Employer's prior written approval where required by the Bidding Documents or Contract.

5. Joint and Several Liability and Employer Reliance

The Members irrevocably undertake that they shall be jointly and severally liable to PESCO for the submission, validity and accuracy of the Bid and, if awarded, for the due execution, completion and

performance of the Contract. PESCO may rely upon this undertaking and upon the authority, eligibility, qualification and resource commitments stated in this Agreement and the Bid. Allocation of work, cost, risk, profit or loss between the Members is an internal arrangement only and shall not restrict PESCO's rights under the Bidding Documents or Contract to require performance from, or proceed against, either or both Members for the whole obligation. PESCO's review, acceptance or retention of this Agreement shall not make PESCO a party to it, constitute approval of the Members' internal arrangements, or release either Member from any Bid or Contract obligation.

6. Lead Member and Authorized Representative

The part of the Contract to be performed by each Member is stated in Schedule A. Qualification of the JV and each Member shall be determined strictly in accordance with the Eligibility and Qualification Criteria of the Bidding Documents. The 60:40 participation ratio shall not modify, prorate or substitute the separately prescribed requirements for average annual construction turnover (AATO), cash-flow capacity, general experience, specific experience, key activities, or environmental, social, health and safety (EHS/ES) experience. The JV shall collectively satisfy one hundred percent (100%) of every requirement designated for combined compliance. For AATO, the Lead Member shall meet at least fifty percent (50%) and the Second Member at least twenty percent (20%) of the required amount, while the JV collectively shall meet one hundred percent (100%). For cash-flow capacity, each Member shall meet at least fifty percent (50%) of the required amount and the JV collectively shall meet one hundred percent (100%). General experience shall be satisfied by each Member where so prescribed. Specific experience and key activities shall be satisfied collectively or by the Member assigned the relevant activity, exactly as stated in the qualification criteria. Each Member shall meet the EHS/ES requirements applicable to its assigned work, while the Lead Member shall provide overall coordination. The work allocated to each Member shall be consistent with the experience, technical capacity, financial resources and EHS/ES capability demonstrated by that Member in its Bid

7. Management and Decision-Making

A JV Management Committee comprising two representatives of each Member shall supervise performance. Each Member shall nominate one principal representative. Routine decisions shall be coordinated by the Lead Member. Decisions concerning Bid price, material clarifications, securities, variations, claims, settlement, litigation/arbitration, change of scope, borrowing, replacement of key staff, subcontracting or termination shall require written approval of both Members, without affecting the Lead Member's authority vis-à-vis the Employer.

8. Work Allocation and Responsibilities

The preliminary allocation of work is set out in Schedule A. Each Member shall provide the personnel, equipment, materials, finance, licences and management necessary for its assigned activities and shall comply with the technical specifications, approved programme, quality, safety, environmental and social requirements. The Members shall cooperate as one contractor and promptly support each other where necessary to protect the Project and meet Contract obligations.

9. Technical Scope Particulars

Subject to the Bidding Documents and approved work programme, the allocated activities may include mobilization, survey and setting-out; tower/pole foundation works; pile or special foundations where applicable; tower/pole erection and associated steelwork; butt joints where specified; conductor and earth-wire/OPGW stringing; dismantling and rehabilitation works; testing, commissioning/energization

assistance; ROW coordination; restoration; quality control; safety; and preparation of as-built records. Final responsibility shall be recorded in Schedule A without fragmenting the JV's liability to PESCO.

10. Personnel, Equipment and Resources

Each Member shall make available the personnel, equipment and financial resources stated in the Bid. Key personnel or equipment shall not be withdrawn or replaced except in accordance with the Contract and with required approvals. A Member failing to provide committed resources shall promptly remedy the failure and reimburse the JV/other Member for reasonable costs and losses caused, without prejudice to the Employer's rights.

11. Financial Contributions, Profit and Loss

Bid-preparation and Contract costs shall be borne in accordance with Schedule B or otherwise approved in writing by both Members. Net profit and loss shall ordinarily be shared in proportion to the participation shares unless Schedule B expressly provides a lawful alternative. Neither Member shall incur material JV expenditure, debt or liability outside the approved budget without written authorization under Clause 7.

12. JV Bank Account and Payments

If required for Contract administration, the Members shall open a joint project bank account in the JV's name with a scheduled bank in Pakistan, operated in accordance with a written mandate approved by both Members. All Contract receipts shall be deposited into that account and applied only to Project obligations before distribution. The payment mechanism shall remain subject to the Contract and the Employer's accepted arrangements. Proper books and supporting records shall be maintained and available to both Members and authorized auditors.

13. Bid Security and Performance Securities

The Members shall procure and maintain the Bid Security, Performance Security, advance-payment security, retention guarantee and other securities required by the Bidding Documents/Contract in the name and form acceptable to the Employer. Costs and collateral responsibilities shall be shared as stated in Schedule B. Any forfeiture or call attributable to a Member's default shall ultimately be borne by that Member, without restricting the Employer's rights against the JV or either Member.

14. Accounts, Audit, Tax and Statutory Compliance

The JV shall maintain complete Project accounts, tax records, payroll, invoices and supporting documents. The Members shall obtain and maintain, as applicable, the JV's NTN, tax registrations, PEC licensing/permission, bank-account documentation and any registration, licence, permit or filing required by law, the Bidding Documents or the Contract. Each Member shall separately maintain its corporate/firm registration, PEC licence, income-tax, sales-tax/KPRA, labour and other statutory compliance. Tax treatment and invoicing shall follow applicable law and the Contract; this Agreement does not create or determine a tax status contrary to law.

15. Quality, Safety, Environment and Social Obligations

The Members shall jointly implement the Contract's quality assurance, health and safety, environmental and social requirements. Each Member shall be directly responsible for compliance within its work area and shall immediately report accidents, defects, nonconformities, environmental incidents and community/ROW issues to the Lead Member. Corrective action shall be taken without delay.

16. Representations and Warranties

Each Member represents that it is duly established, eligible and authorized; holds and shall maintain required registrations/licences; is not subject to a disqualifying conflict, debarment or blacklisting except as fully disclosed; has provided accurate qualification information; has authority to contribute the offered experience and resources; and shall immediately disclose any change affecting eligibility or performance.

17. Exclusivity and Conflict of Interest

For this Bid and Project, neither Member nor its affiliate shall participate in another bid as an individual bidder, member of another JV or subcontractor where prohibited by the Bidding Documents. Each Member shall avoid conflicts of interest and shall promptly disclose any actual or potential conflict to the other Member and, where required, the Employer.

18. Subcontracting

No Member shall subcontract the whole of its assigned scope or any activity prohibited from subcontracting. Permitted subcontracting shall require the approvals specified in the Contract and shall not release either Member from joint and several liability. Any proposed specialist subcontractor shall meet the applicable eligibility, qualification and integrity requirements.

19. Confidentiality and Use of Information

The Members shall keep confidential the Bid price, technical solutions, commercial information and Project records, except where disclosure is required for the Bid/Contract, by law, by a competent authority, or with written consent. Each Member shall use the other Member's information solely for the Project and shall protect personal and proprietary data.

20. Records, Inspection and Verification

Each Member shall maintain original, authentic and verifiable corporate, financial, experience, personnel and equipment records submitted with the Bid. The Members authorize the Employer to verify such information with issuing authorities, clients, banks, PEC, SECP, FBR and other competent bodies, subject to applicable law. False, altered or misleading information shall constitute a material breach between the Members.

21. Change in Constitution, Share or Scope

No Member may assign, transfer, pledge or otherwise dispose of its interest; introduce, substitute or remove a Member; withdraw; or materially alter the JV name, composition, Lead Member, participation shares, work allocation or responsibilities without the prior written consent of the other Member and PESCO's prior written approval where required by the Bidding Documents or Contract. Any unauthorized change shall have no effect against PESCO and shall constitute a material breach between the Members.

22. Withdrawal and Continuity

Neither Member may withdraw during Bid validity or Contract performance. If a Member becomes legally incapable, insolvent, debarred, loses a required licence, abandons work or commits material default, the non-defaulting Member shall immediately notify the Employer and propose a lawful continuity plan. No replacement or reallocation shall take effect without required Employer approval. The defaulting Member shall remain liable for consequences arising from its default or withdrawal.

23. Member Default and Step-In

If a Member fails to perform, the other Member shall issue written notice specifying the default and a reasonable cure period consistent with the Contract urgency. If not cured, the non-defaulting Member may, subject to the Employer's rights and approvals, take reasonable step-in measures to protect the Project. Verified additional costs and losses caused by the default shall be recoverable from the defaulting Member. Step-in shall not alter joint and several liability to the Employer.

24. Indemnity Between Members

Each Member shall indemnify the other against direct losses, costs, claims, penalties and security calls arising from its fraud, wilful misconduct, material breach, violation of law, or failure to perform its allocated obligations, to the extent established under this Agreement. This inter se indemnity shall not limit or delay the Employer's remedies against either Member.

25. Communications and Notices

All communications to the Employer shall be issued through the Lead Member unless the Employer directs otherwise. Notices between Members shall be in writing and delivered by hand, courier or official email to the addresses in Schedule C. A Member shall promptly notify changes in its address or authorized representative.

26. Dispute Resolution Between Members

The Members shall first attempt amicable settlement through their principal representatives within fourteen (14) days of written notice of dispute. Failing settlement, the dispute shall be referred to the chief executives/authorized principals for a further fourteen (14) days. If unresolved, it shall be finally resolved in accordance with the Arbitration Act, 1940, by a sole arbitrator mutually appointed; failing agreement, appointment shall be sought from a court of competent jurisdiction. The seat/place of arbitration shall be Peshawar, Pakistan, and proceedings shall be in English. Pending resolution, the Members shall continue performance and shall not prejudice the Contract or Employer.

27. Governing Law and Jurisdiction

This Agreement shall be governed by the laws of Pakistan. Subject to Clause 27, the courts at Peshawar having competent jurisdiction shall have jurisdiction in respect of interim relief, enforcement and matters not capable of arbitration. Nothing herein alters any dispute mechanism or jurisdiction governing the Employer under the Bidding Documents or Contract.

29. Force Majeure

A Member affected by an event beyond its reasonable control shall promptly notify the other Member, provide particulars and take reasonable mitigation measures. Relief shall be no greater than that available under the Contract and applicable law. Financial inability, lack of funds or ordinary resource shortages shall not constitute force majeure.

30. Termination

This Agreement may terminate only: (a) if the Bid is unsuccessful and all Bid-related liabilities are settled; (b) after full discharge of all Contract and inter se obligations; or (c) by written agreement of both Members with the Employer's prior written consent where required. Termination shall not affect accrued rights, liabilities, confidentiality, indemnities, records, audit, dispute-resolution obligations or joint and several liability to the Employer.

31. Amendment

No amendment, waiver or supplement shall be valid unless in writing and signed by authorized representatives of both Members. Any amendment affecting the Employer's rights, JV composition, shares, scope, Lead Member or Contract performance shall also require the Employer's prior written approval where required.

32. Entire Agreement and Severability

This Agreement, its completed Schedules, governing-body resolutions, Powers of Attorney and mandatory attachments constitute the entire agreement between the Members concerning the JV and supersede prior understandings on the same subject. No side letter or private arrangement shall affect PESCO or contradict the Bid, Bidding Documents or Contract. If a provision is held invalid, the remaining provisions shall continue, and the Members shall replace the invalid provision with a lawful provision closest to the original intent and consistent with the Bidding Documents.

33. No Waiver

Failure or delay by a Member to exercise a right shall not constitute waiver. A waiver is effective only if written and limited to the specific matter stated. No inter se waiver shall bind or prejudice the Employer.

34. Counterparts and Verification

This Agreement may be executed in counterparts, each deemed an original and together constituting one instrument. Each counterpart shall be signed by a duly authorized representative and bear the Member's official seal. Signatures shall be witnessed and notarized or attested where required by the Bidding Documents or applicable law. The original executed Agreement shall be retained by the Lead Member, each Member shall hold a certified copy, and the original or duly certified copy shall be submitted to PESCO as required. The Members authorize PESCO to verify the Agreement, stamp paper/e-stamp, signatures, witnesses, governing-body approvals, Powers of Attorney, licences and registrations with the relevant issuing authorities.

EXECUTION

IN WITNESS WHEREOF, the Members—not PESCO—acting through their duly authorized representatives, have executed this Agreement on the date and place first written above. Each signatory certifies that the Member is validly constituted, its governing-body authorization and Power of Attorney are attached, and the execution of this Agreement creates binding obligations upon that Member.

FOR AND ON BEHALF OF THE LEAD MEMBER

Name of Firm: _____
 Authorized Signatory: _____
 Designation: _____
 CNIC No: _____
 Signature: _____
 Official Seal: _____
 Date: _____

FOR AND ON BEHALF OF THE SECOND MEMBER

Name of Firm: _____
Authorized Signatory: _____
Designation: _____
CNIC No.: _____
Signature: _____
Official Seal: _____
Date: _____

WITNESSES**Witness No. 1**

Name: _____

Father's Name: _____

CNIC No.: _____

Address: _____

Signature: _____

Witness No. 2

Name: _____

Father's Name: _____

CNIC No.: _____

Address: _____

Signature: _____

SCHEDULE A — PARTICIPATION AND WORK ALLOCATION

Complete this Schedule so that each Member is evaluated with respect to its proposed contribution. The allocation does not limit joint and several liability.

Member	Participation	Assigned work / key activities	Committed resources
Lead Member	____%	_____ _____ _____	Personnel: _____ Equipment: _____ Finance: _____
Second Member	____%	_____ _____ _____	Personnel: _____ Equipment: _____ Finance: _____
TOTAL	100%	Complete Project scope under the Contract	Joint resources

Indicative activity allocation

- Project management and coordination with PESCO: Lead / Second / Joint (circle and detail above)
- Survey, route verification and setting-out: Lead / Second / Joint (circle and detail above)
- Civil works/foundations and protection works: Lead / Second / Joint (circle and detail above)
- Tower/pole steelwork, erection and butt joints where applicable: Lead / Second / Joint (circle and detail above)
- Dismantling/rehabilitation of damaged or existing line components: Lead / Second / Joint (circle and detail above)
- Stringing of conductor and earth wire/OPGW, sagging and clipping: Lead / Second / Joint (circle and detail above)
- Testing, commissioning/energization assistance and as-built records: Lead / Second / Joint (circle and detail above)
- Quality assurance, HSE and environmental/social compliance: Lead / Second / Joint (circle and detail above)
- ROW/site coordination, security and restoration: Lead / Second / Joint (circle and detail above)
- Financial management, invoicing, tax and contract administration: Lead / Second / Joint (circle and detail above)

SCHEDULE B — FINANCIAL ARRANGEMENTS

Item	Agreed arrangement
Bid-preparation costs	Lead ____% / Second ____%
Bid Security cost/collateral	Lead ____% / Second ____%
Performance Security cost/collateral	Lead ____% / Second ____%
Working capital contribution	Lead Rs. _____ / Second Rs. _____
Profit and loss sharing	Lead ____% / Second ____%
Insurance premiums	Lead ____% / Second ____%
Authorized bank signatories	_____

Item	Agreed arrangement
Internal approval threshold	Rs. _____

SCHEDULE C — AUTHORIZED REPRESENTATIVES AND NOTICES

Lead Member

Firm name: _____
 Authorized representative: _____
 Designation: _____
 Registered address: _____
 Project office address: _____
 Official email: _____
 Telephone: _____
 PEC Licence No.: _____
 SECP/Registrar No.: _____
 NTN: _____

Second Member

Firm name: _____
 Authorized representative: _____
 Designation: _____
 Registered address: _____
 Project office address: _____
 Official email: _____
 Telephone: _____
 PEC Licence No.: _____
 SECP/Registrar No.: _____
 NTN: _____

SCHEDULE D — MANDATORY ATTACHMENTS

- ☐ Completed Schedules A, B and C, signed/initialled by both Members
- ☐ Board resolution/partners' authorization of the Lead Member
- ☐ Board resolution/partners' authorization of the Second Member
- ☐ Power of Attorney authorizing the JV Lead Member
- ☐ Power of Attorney for each signatory executing this Agreement
- ☐ CNIC/passport copies of authorized signatories and witnesses
- ☐ Valid PEC licences and relevant specialization/category evidence
- ☐ SECP/Registrar of Firms incorporation or registration documents
- ☐ FBR NTN and relevant tax registrations
- ☐ Verified non-judicial stamp paper/e-stamp particulars

- ☐ Any Letter of Intent and proposed JV Agreement previously submitted with the Bid (if applicable)

LEGAL VETTING NOTE

This Agreement is executed solely between the two JV Members. PESCO is not a signatory or party and assumes no obligation under it; however, PESCO may rely upon and verify the Members' representations, authorizations and joint and several commitments for purposes of Bid evaluation and Contract administration. Before execution and submission, the Members shall complete every blank and Schedule and ensure consistency with the final BDS, Qualification Criteria, prescribed forms, applicable stamp and registration requirements, PEC requirements and the Contract. Legal vetting should confirm the authority and execution formalities applicable to the Members' respective legal forms.



MANDATORY JV VERIFICATION CHECKLIST

Preliminary verification before evaluation under the Qualification Criteria

Project	Rehabilitation of 132 kV Double-Circuit Transmission Line from 220 kV Grid Station D.I. Khan to 132 kV Pezu Grid Station
Bid No.	NIT-1/2026-27
Name of JV	_____

Purpose

The Evaluation Committee shall verify only the JV's constitution, authority and execution through the mandatory documents below. Upon satisfactory verification, the JV may proceed to evaluation under the prescribed Qualification Criteria.

Verification Record

Sr.	Mandatory document	Minimum verification	Yes/No	Remarks
1	Original JV Agreement	Prescribed form; duly signed and sealed by both Members; executed on requisite stamp paper; Bid number, project and complete JV name correctly stated.		
2	Completed JV Schedules	Participation shares total 100%; Lead Member, work allocation, financial arrangements and authorized representatives are fully completed and signed/initialled by both Members.		
3	Legal-constitution documents of both Members	Certificate of incorporation/firm registration, partnership deed or proprietorship evidence, as applicable, confirming the legal identity and name of each Member.		
4	Approval of each Member to form the JV	Board resolution, partners' resolution or proprietor's authorization approving the JV, participation share, Lead Member and execution of the Agreement for this Bid.		
5	Authority of each signatory	Original Power of Attorney or authorization establishing the authority of each person signing the JV Agreement on behalf of the respective Member.		
6	Joint Power of Attorney for the Lead Member	Executed by both Members and authorizing the Lead Member/named representative to sign and submit the Bid, correspond with PESCO and bind both Members.		
7	Identity and execution evidence	CNIC/passport copies of authorized signatories and witnesses, official seals and notarization/attestation where required.		

Sr.	Mandatory document	Minimum verification	Yes/No	Remarks
8	Stamp paper/e-stamp verification	Requisite value, date, purchaser, document particulars and authenticity are verified and consistent with the JV Agreement.		
9	Bid Security covering the JV	Exact JV/Bid identity, prescribed amount and form, required validity, and coverage of the JV and both Members without ambiguity.		
10	Consistency of JV identity throughout the Bid	JV name, Member names, Lead Member and participation shares are consistent in the Letter of Bid, JV Agreement, Powers of Attorney, Bid Security and submitted forms.		

Committee Determination

Result	☐ Verified and may proceed to qualification evaluation ☐ Not verified
Reason/deficiency	_____
Clarification, if permissible under ITB	_____

Important: This checklist verifies the JV's legal constitution and authority only. It does not replace or alter the eligibility, financial, experience or technical Qualification Criteria stated in the Bidding Documents.

Evaluation Committee

Name: _____ Designation: _____	Name: _____ Designation: _____	Name: _____ Designation: _____
Signature: _____ Date: _____	Signature: _____ Date: _____	Signature: _____ Date: _____

Ref. No.	Description	Unit	Qty	Rate	Amount
Part-A: Schedule Items (WCSR-2022)					
A-01	Carriage of 3.0 cum or 5 metric tons of all material like earth, silt, sand, stone aggregate spawl, coal, lime, surkhi, steel girders, MS sheets, MS Bars etc. or 4.25 cum of timber or 3.75 metric tons all fuel wood by truck or any other means. (WCSR-2022) Page No. 1-1/1 Shifting of 353.049 tons of material from 1st to 6th km (quantity expressed in units of 5 tons)	5 Metric Ton/Km	70.61		
A-02	Carriage of 3.0 cum or 5 metric tons of all material like earth, silt, sand, stone aggregate spawl, coal, lime, surkhi, steel girders, MS sheets, MS Bars etc. or 4.25 cum of timber or 3.75 metric tons all fuel wood by truck or any other means. (WCSR-2022) Page No. 1-1/1 Shifting of 353.049 tons of material from 7th to 274th Km (quantity expressed as 5-ton-km).	5 Metric Ton/Km	19,347.09		
A-03	Carriage of 3.0 cum or 5 metric tons of all material like earth, silt, sand, stone aggregate spawl, coal, lime, surkhi, steel girders, MS sheets, MS Bars etc. or 4.25 cum of timber or 3.75 metric tons all fuel wood by truck or any other means. (WCSR-2022) Page No. 1-1/1 Shifting of 246.031 cubic metres of material from 1st to 6th km (quantity expressed in units of 3 cubic metres).	3 Cum/Km	82.01		
A-04	Carriage of 3.0 cum or 5 metric tons of all material like earth, silt, sand, stone aggregate spawl, coal, lime, surkhi, steel girders, MS sheets, MS Bars etc. or 4.25 cum of timber or 3.75 metric tons all fuel wood by truck or any other means. (WCSR-2022) Page No. 1-1/1 Shifting of 246.031 cubic metres of material from 7th to 274th km (quantity expressed as 3-cubic-metre-km).	3 Cum/Km	22,470.83		
Sub Total-A					
Part-B: Non Schedule Items					
B-01	Construction of tower foundation PCC 1:2:4 for ZM-I, ZM-I+3m, ZM-I-3m and ZM-I+6m type towers, Drawing No. PDW/TC-198, at 20° angle of repose, including excavation in soil/rock, cutting or blasting where required, stub setting, curing, backfilling and slope protection, complete in all respects. (N.S)	P/F	100		
B-02	Construction of tower foundation PCC 1:2:4 for ZM-30, ZM-30+3m and ZM-I-3m type towers, Drawing No. PDW/TC-199, at 20° angle of repose, including excavation in soil/rock, cutting or blasting where required, stub setting, curing, backfilling and slope protection, complete in all respects. (N.S)	P/F	8		
B-03	Construction of tower foundation PCC 1:2:4 for ZM-60 and ZM-60+3m type towers, Drawing No. PDW/TC-200, at 20° angle of repose, including excavation in soil/rock, cutting or blasting where required, stub setting, curing, backfilling and slope protection, complete in all respects. (N.S)	P/F	4		

B-04	Butt joint of ZM-I type tower stubs and reconstruction/repair of tower chimney, complete in all respects. (N.S)	No.	140		
B-05	Butt joint of ZM-30 type tower stubs and reconstruction/repair of tower chimney, complete in all respects. (N.S)	No.	16		
B-06	Butt joint of ZM-60 type tower stubs and reconstruction/repair of tower chimney, complete in all respects. (N.S)	No.	16		
B-07	Transportation of tower material from site camp store to site and erection of ZM-I type tower, including fixing anti-climbing devices, barbed wire and name plates; welding nuts/bolts up to tower top; painting welded points with anti-rust paint; and removal of obstructions necessary to achieve standard line clearance, complete in all respects. (N.S)	No.	48		
B-08	Transportation of tower material from site camp store to site and erection of ZM-I+3m type tower, including all associated works specified in the original BOQ, complete in all respects. (N.S)	No.	12		
B-09	Transportation of tower material from site camp store to site and erection of ZM-I+6m type tower, including all associated works specified in the original BOQ, complete in all respects. (N.S)	No.	2		
B-10	Transportation of tower material from site camp store to site and erection of ZM-30 type tower, including all associated works specified in the original BOQ, complete in all respects. (N.S)	No.	4		
B-11	Transportation of tower material from site camp store to site and erection of ZM-30+3m type tower, including all associated works specified in the original BOQ, complete in all respects. (N.S)	No.	2		
B-12	Transportation of tower material from site camp store to site and erection of ZM-60 type tower, including all associated works specified in the original BOQ, complete in all respects. (N.S)	No.	5		
B-13	Installation of deficient/short tower braces, complete in all respects. (N.S)	Ton	7		
B-14	Shifting of stringing material from site store to site and stringing of six RAIL conductors, including installation of disc insulators, mid-span joints, SBDs, PG connectors and other allied hardware as per standard drawings/specifications, complete in all respects. (N.S)	Km	16.750		
B-15	Shifting of stringing material from site store to site and stringing of one RAIL conductor, including installation of disc insulators, mid-span joints, SBDs, PG connectors and other allied hardware as per standard drawings/specifications, complete in all respects. (N.S)	Km	4.250		
B-16	Stringing of one earth wire, including installation of SBDs and other allied accessories, complete in all respects. (N.S)	Km	17.500		
Total Part-B (Non Schedule Items)					
Total Bid Cost (A+B)					

CONSTRUCTION EXPERIENCE

Form EXP - 4.1 General Construction Experience

Bidder's Name: _____

Date: _____

JV Member's Name _____

Bid Reference No. (if any) and title: _____

Page _____ of _____ pages

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

Form EXP - 4.2(a)
Specific Construction and Contract Management Experience

Bidder's Name: _____

Date: _____

JV Member's Name _____

Bid Reference No. (if any) and title: _____

Page _____ of _____ pages

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

Form EXP - 4.2(a) (cont.)
Specific Construction and Contract Management Experience (cont.)

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

Form EXP - 4.2(b)
Construction Experience in Key Activities

Bidder's Name: _____

Date: _____

Bidder's JV Member Name: _____

Sub-contractor's Name (if any): _____

Bid Reference No. (if any) and title: _____

Page _____ of _____ pages

All Sub-contractors for key activities must complete the information and Qualification Criteria and Requirements, Sub-Factor 4.2.

1. Key Activity No One: _____

Information				
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor ☐	Member in JV ☐	Management Contractor ☐	Sub-contractor ☐
Total Contract Amount	PKR equivalent			
Quantity (Volume, number or rate of production, as applicable) performed under the contract per year or part of the year	Total quantity in the contract (i)	Percentage participation (ii)	Actual Quantity Performed (i) x (ii)	
Year 1				
Year 2				
Year 3				
Year 4				
EMPLOYER's Name:				
Address:				
Telephone/fax number				

	Information
E-mail:	

2. Activity No. Two

3.

	Information
Description of the key activities in accordance with Section III:	

Form EXP - 4.2 (c)
Specific Experience in Managing ES aspects

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

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

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

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

Bid Reference No. (if any) and title: *[insert ICB/NCB number and title]*

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

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

Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor ☐	Member in JV ☐	Management Contractor ☐	Subcontractor ☐
Total Contract Amount			PKR	
Details of relevant experience				

2. Key Requirement no 2 in accordance with 4.2 (c): _____
3. Key Requirement no 3 in accordance with 4.2 (c): _____
4. [PA define key requirements]

Contractor's Representative and Key Personnel Schedule

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

Contractor' Representative and Key Personnel

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

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

**Form PER-2:
Resume and Declaration
Contractor's Representative and Key Personnel**

Name of Bidder

Position [#1]: <i>[title of position from Form PER-1]</i>		
Personnel information	Name:	Date of birth:
	Address:	E-mail:
	Professional qualifications:	
	Academic qualifications:	
	Language proficiency: <i>[language and levels of speaking, reading and writing skills]</i>	
details		
	Address of Employer:	
	Telephone:	Contact (manager / personnel officer):
	Fax:	
	Job title:	Years with present Employer:

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

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

Declaration

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

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

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

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

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

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

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Bidder:

Signature: _____

Date: (day/month/year): _____

Financial Resources

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

No.	Source of financing	Amount (Eq. PKR)
1		
2		
3		

Past Experience / Contracts

Contracts over <i>[insert amount]</i> 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]*

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☐ 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)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Procuring Agency: <i>[insert full name]</i> Address of Procuring Agency: <i>[insert street/city/country]</i> Reason(s) for nonperformance: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>
Pending Litigation, in accordance with Section III, Qualification Criteria and Requirements			
☐ Pending litigation in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.3 as indicated below.			
Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), US\$ PKR Equivalent (exchange rate)

<i>[insert year]</i>	<i>[insert amount]</i>	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Procuring Agency: <i>[insert full name]</i> Address of Procuring Agency: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Procuring Agency" or "Supplier"]</i> Status of dispute: <i>[Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]</i>	<i>[insert amount]</i>
☐ 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)
<i>[insert year]</i>	<i>[insert percentage]</i>	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Procuring Agency: <i>[insert full name]</i> Address of Procuring Agency: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Procuring Agency" or "Supplier"]</i> Court/ arbitral award decision: <i>[Indicate if the award decision was against the Applicant or any member of a joint venture.]y]</i>	<i>[insert amount]</i>

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

* Refer ITA 14 for the exchange rate

3. Financial documents

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

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

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

Average Annual Turnover (Annual Sales Value)

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

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

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

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

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

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

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

* Refer ITA for date and source of exchange rate.

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