

# Standard Bidding Document

STG-09-2026-27 Procurement of EG Type Towers with 4 & 6 Meters Leg  
Extensions  
(Goods)

National

Single Stage-One Envelope



*September 28, 2026*

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# REQUEST FOR BIDS

## PROCUREMENT OF GOODS

1. The **Quetta Electric Supply (QESCO) (Quetta Electric Supply Company (QESCO))** has reserved Funds for the procurement planned for FY **2026-27**. The **Quetta Electric Supply (QESCO) (Quetta Electric Supply Company (QESCO))** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the "**STG-09-2026-27 Procurement of EG Type Towers with 4 & 6 Meters Leg Extensions**" with the reference of "**P132469**"
2. The **Quetta Electric Supply (QESCO) (Quetta Electric Supply Company (QESCO))** invites sealed Bids from eligible Bidders for procurement of goods 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 amounting described in Bid Security Section in Bidding Document in the form of **Pay Order, Banker's Cheque, Call at Deposit, Bank Guarantee** 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/132469>** 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 **Wednesday, October 14, 2026 10:30 AM**. E-bids will be opened using **EPADS v2.0** on the same day at **Wednesday, October 14, 2026 11:00 AM**

. Manual submission of Bids shall not be entertained. Those vendors who have not yet registered on the new version of **EPADS v2.0**, may register themselves on <https://vendors.epads.gov.pk/>. A tutorial to explain the registration process is available at <https://www.youtube.com/watch?v=MNW6T38v7tc>

In terms of Rule 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](http://www.ppra.org.pk)).

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## Instructions to Bidders

## A. Introduction

### 1.Scope of Bids

1.1 The Procuring Agency (PA), as indicated in the **Bids Data Sheet (BDS)** invites Bids **through EPADS v2.0** for the provision of Goods for as specified in the BDS and **in Section V - Evaluation Criteria, Specifications & Schedule of Requirements**. The name, identification, and number of items/deliverables are provided in the **BDS**. The successful Bidders will be expected to provide the goods within the specified period and timeline(s) as stated in the **BDS**.

### 2. Source of Funds

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

### 3. 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, consortium, or association. In the case of a joint venture, consortium, or association, all members shall be jointly and severally liable for the execution of the Contract in accordance with the terms and conditions of the Contract. The joint venture, consortium, or association shall nominate a Lead Member as nominated in the BDS, who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture, consortium, or association during the Bidding process, and in case of award of contract, during the execution of the contract.

3.2 Verifiable copy of the agreement that forms a joint venture, consortium or association shall be required to be submitted as part of the Bid.

3.3 The appointment of Lead Member in the joint venture, consortium, or association shall be confirmed by submission of a valid Power of Attorney to the Procuring Agency.

3.4 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 or Association may be prescribed in BDS, in accordance with the guidelines issued by the PPRA).*

3.5 The invitation for Bids is open to all prospective suppliers, manufacturers, or authorized agents / dealers subject to any provisions of incorporation or licensing by the respective national incorporating agency or statutory body established for that particular trade or business. Procuring agencies shall specify the registration/licensing requirements for the foreign bidders keeping in view the requirement of that business.

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

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 to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the Goods to be purchased under this Invitation for Bids.
2. have controlling shareholders in common; or
3. receive or have received any direct or indirect subsidy from any of them; or
4. have the same legal representative for purposes of this Bid; or
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 Bids of another Bidder, or influence the decisions of the Procuring Agency regarding this Bidding process; or
6. Submit more than one Bid in this Bidding process.

3.7 A Bidder may be ineligible if –

1. he is declared bankrupt or, in the case of company or firm, insolvent;
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. the Bidder is convicted, by a final judgment, of any offence involving professional conduct;

4. the Bidder is blacklisted locally or by international organizations and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of Bid securing declaration.

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

3.9 Bidders shall submit Bids relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract amounting to more than ten (10) percent of the Bid price is envisaged.

## 4. Eligible Goods and Related Services

4.1 All goods and related services to be supplied under the contract shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to such goods and services. For purpose of this Bid, ineligible countries are the countries declared ineligible by the Federal Government.

## 5. One Bid per Bidder

5.1 A bidder shall submit only one Bid, in the same bidding process, either individually as a Bidder or as a member in a joint venture or any similar arrangement.

5.2 The Bidder shall not engage a subcontractor for any portion of the contract if the value of such subcontracting exceeds thirty percent (30%) of the total contract amount.

## 6. Cost of Bidding

6.1 Any cost incurred by the bidder relating to the preparation and submission of its Bid shall be borne by the bidder, and the Procuring Agency shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

## B. Bidding Documents

## 7. Contents of Bidding Document

7.1 The Goods required, 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 9.1** include:

**Section I** -Invitation to Bids

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

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

**Section IV** Evaluation Criteria, Specifications, Schedule of Requirements

**Section V** Bid Forms

**Section VI** General Conditions of Contract (GCC)

**Section VII** Special Conditions of Contract (SCC)

**Section VIII** Contract Forms

7.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding documents. Failure to furnish all the information required in the Bidding documents through **EPADS v2.0** will be at the Bidder's risk and may result in the rejection of his Bids.

## 8. Clarification of Bidding documents

8.1 A prospective Bidder requiring any clarification of the Bidding documents may notify the Procuring Agency through **EPADS v2.0**.

8.2 The Procuring Agency will within three (3) working days after receiving the request for clarification, respond to any request for clarification through **EPADS v2.0** provided that such request is received not later than three (03) days prior to the deadline for the submission of Bids as prescribed in **ITB 22**

8.3 Copies of the Procuring Agency's response will be forwarded to all identified Prospective Bidders through **EPADS v2.0**, including a description of the inquiry, but without identifying its source.

8.4 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 9**.

8.5 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 document.

8.6 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 v2.0**. 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 exclusively through the use of an Addendum pursuant to **ITB 9**. Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.

## 9. Amendment of Bidding documents

9.1 Before the deadline for submission of Bids, the Procuring Agency for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder or Pre-Bid meeting may modify the Bidding documents by issuing addenda through **EPADS v2.0**.

9.2 The Procuring Agency shall promptly publish the addendum through **EPADS v2.0**.

9.3 Any addendum issued including the notice of any extension of the deadline shall also be communicated through EPADS v2.0 to all the bidders who have already submitted their bids. Such bidders shall have the right to withdraw their already submitted bid and re-submit the revised bid prior to the original or extended bid submission deadline.

9.4 To give prospective Bidders reasonable time in which to take an addendum/corrigendum into account in preparing their Bids, the Procuring Agency may, at its discretion, extend the deadline for the submission of Bids through **EPADS v2.0**:

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

## C. Preparation of Bids

## 10. Language of Bid

10.1 The Bid prepared by the bidder, as well as all correspondence and documents relating to the Bids exchanged by the Bidder and the Procuring Agency shall be written in the English language unless otherwise 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 otherwise specified in the **BDS**, in which case, for purposes of interpretation of the Bidder, the translation shall govern.

## 11. Documents and samples Constituting the Bid

**11.1 The Bid prepared by the Bidder shall constitute** the documents required in the **BDS**.

Details of sample(s) where applicable and requested in the BDS.

1. Documentary evidence established in accordance with ITB that the Bidder is eligible and/or qualified for the subject bidding process;
2. Documentary evidence establish that the Bidder has been authorized by the manufacturer to deliver the goods into Pakistan, where required and where the supplier is not the manufacturer of those goods;
3. Documentary evidence establish that the goods and related services to be supplied by the Bidder are eligible goods and services, and conform to the Bidding Documents;
4. Bid security or Bid Securing Declaration furnished in accordance with **ITB 18**.

## 12. Documents Establishing Eligibility of the Goods and Conformity to Bidding documents

**12.1** To establish the conformity of the bidder to the Bidding document, the Bidder shall furnish as part of its Bids the documentary evidence that Goods provided conform to the technical specifications and standards.

## 13. Documents Establishing Eligibility and Qualification of the Bidder

**13.1** 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.

## 14. Form of Bids

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

## 15. Bids Prices

15.1 The Bids Prices quoted by the Bidder in the Form of Bid and in the Price Schedules shall conform to the requirements specified below or exclusively mentioned hereafter in the Bidding documents.

15.2 All items in the Schedule of Requirement must be listed and priced separately in the Price Schedule(s). If a Price Schedule shows items listed but not priced and neither explicitly denied, their prices shall be construed to be included in the prices of other items.

15.3 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).

15.4 The Bid price to be quoted in the Form of Bid in accordance with **ITB 14.1** shall be the total price of the Bid.

15.5 The Bidder shall indicate on the appropriate Price Schedule, the unit prices (where applicable) and total Bid price of the Goods it proposes to provide under the contract.

15.6 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.

## 16. Bids Currencies

16.1 Prices shall be quoted in Pakistani Rupees unless otherwise specified in the BDS in accordance with Rule 30 (2) of the Public Procurement Rules, 2004.

## 17. Bids Validity Period

17.1 Bids shall remain valid for the period specified in the **BDS** after the Bid submission deadline prescribed by the Procuring Agency. A Bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive. The period of Bid validity will be determined from the complementary Bid securing instrument, i.e. the expiry period of Bid Security or Bids Securing Declaration as the case may be.

17.2 The procuring agency shall ordinarily be under an obligation to process and evaluate the bid and to issue letter of award within the stipulated bid validity period.

17.3 Under exceptional circumstances, prior to the expiration of the initial Bid validity period, the Procuring Agency may request the Bidders' consent to an extension of the period of validity of their Bids only once through **EPADS v2.0**, for the period not more than the period of initial bid validity. The Bid Security provided under **ITB 18** shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security or causing to be executed its Bid Securing Declaration. A Bidder agreeing to the request will not be required nor permitted to modify its Bid, but will be required to extend the validity of its Bid Security or Bid Securing Declaration for the period of the extension.

## 18. Bid Security or Bid Securing Declaration

18.1 The Bidder shall furnish as part of its Bid, a Bid Security in accordance with Rule 25 of the Public Procurement Rules, 2004.

18.2 The original Bid Security shall be enclosed within the sealed envelope and to be submitted physically before closing time for submission of bids. Whereas, scanned copy of bid security shall be uploaded electronically through EPADS v2.0 before closing hours for submission of bids.

18.3 The Bidder who failed to submit the original Bids security before the submission deadline shall be disqualified straightaway.

18.4 The Bid Security or Bid Securing Declaration is required to protect the Procuring Agency against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to **ITB 18.7**.

18.5 The Bid Security shall be denominated in the local currency, and it shall be a Bank Draft in the name of the Procuring Agency and valid for twenty-eight (28) days beyond the end of the validity of the Bid. This shall also apply if the period

for Bids/Bid Validity is extended. In either case, the form must include the complete name of the Bidder.

18.6 The Bid Security shall be payable promptly upon written demand by the Procuring Agency in case any of the conditions listed in **ITB 18** are invoked.

18.7 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 Bids Validity prescribed by the Procuring Agency pursuant to **ITB 17**. The Procuring Agency 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:

- a. the expiry of the Bid Security;
- b. the entry into force of a procurement contract and the provision of a Performance Guarantee, for the performance of the contract if such a guarantee, is required by the Bid documents;
- c. the rejection by the Procuring Agency of all Bids;
- d. the withdrawal of the Bids prior to the deadline for the submission of Bids, unless the Bids documents stipulate that no such withdrawal is permitted.

18.8 The successful Bidder's Bids Security will be discharged upon the Bidder signing the contract, or furnishing the Performance Guarantee.

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

- a. if a Bidder:
- b. withdraws its Bid during the period of Bid Validity as specified by the Procuring Agency, and referred by the Bidder on the Form of Bids except as provided for in **ITB 17.2**; or
- c. does not accept the correction of errors; or
- d. in the case of a successful Bidder, if the Bidder fails:
- e. to sign the contract; or
- f. to furnish Performance Guarantee.

## 19. Withdrawal, Substitution, and Modification of Bid

19.1 Before Bid submission deadline, any Bidder may withdraw, substitute, or modify its Bid after it has been submitted through EPADS v2.0. Bids requested to be withdrawn, shall be returned unopened to the Bidders through **EPADS v2.0**.

## 20. Format and Signing of Bid

20.1 The Bidder shall prepare and submit Bids with due diligence after carefully reading all the terms and condition **before bid submission deadline** through EPADS v2.0.

## D. Submission of Bids

### 21. Submission of Bids through EPADS v2.0

21.1 The Technical and Financial Bids if required to submitted, shall be submitted on **EPADS v2.0**.

### 22. Deadline for Submission of Bids

22.1 Bids shall be received by the Procuring Agency through **EPADS v2.0** before bid submission deadline.

22.2 The Procuring Agency may, under exceptional circumstances, extend the deadline for the submission of Bids, after recording reasons in writing and in an equal opportunity manner.

In such case, all rights and obligations of the Procuring Agency and the Bidders that were previously governed by the original deadline shall thereafter be subject to the revised deadline.

## E. Opening and Evaluation of Bids

### 23. Opening of Bids

23.1 The Bid Evaluation Committee of the Procuring Agency shall open all Bids through the EPADS v2.0, on the date and time specified in the Bid Data Sheet (BDS).

23.2 The Bid Evaluation Committee **shall generate minutes through EPADS v2.0 containing brief details of bid opening process.** The record of the Bid opening shall include, as a minimum: the name of the Bidder, the Bid price if applicable, and the presence or absence of a Bid Security or Bid Securing Declaration.

23.3 The procuring agency shall live broadcast the opening of bids on national media or on their website or digital channels, if the volume of procurement exceeds five hundred million rupees in case of goods and services and one thousand million rupees in case of works.

23.4 In case the date of opening of bid has been declared as public holiday or the procuring agency fail to open bid due to any EPADS v2.0 related issues, the submission and opening of bids shall be shifted to the next working day on the same time.

23.5 In case of Single Stage One Envelope Procedure, the Bidders names, the Bid prices, the total amount of each Bid and, the presence or absence of Bid Security, Bid Securing Declaration and such other details as the Procuring Agency may consider appropriate, will be announced by the Bid Evaluation Committee.

## 24. Clarification of Bids

24.1 To assist in the examination, evaluation and comparison of Bids of the Bidders, the Procuring Agency may, ask any Bidder for a clarification of its Bid including breakdown of prices.

24.2 The request for clarification and the response shall be sought through EPADS v2.0 **before three days prior to the deadline for submission of bids.** No change in the prices or substance of the Bids shall be sought, offered, or permitted.

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

1. evaluation & qualification criteria;
2. required scope of work or specifications;
3. all securities requirements;
4. tax requirements;

5. terms and conditions of Bidding documents.

6. change in the ranking of the Bidder

24.4 From the time of Bids opening to the time of Contract award if any Bidder wishes to contact the Procuring Agency on any matter related to the Bids it should do so through **EPADS v2.0**.

## 25. Preliminary Examination of Bids

25.1 Prior to the detailed evaluation of Bids, the Procuring Agency will determine whether each Bid:

1. meets the eligibility criteria defined in **ITB 3**;
2. has been prepared as per the format and contents defined by the Procuring Agency in the Bidding documents;
3. is accompanied by the required securities; and
4. is substantially responsive to the requirements of the Bidding documents.

25.2 The Procuring Agency's determination of a Bid's responsiveness will be based on the contents of the Bid itself.

25.3 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: -

1. affects in any substantial way the scope, quality, or performance of the Goods;
2. limits in any substantial way, inconsistent with the Bidding documents, the Procuring Agency's rights or the Bidders obligations under the Contract; or
3. if rectified, would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

25.3 If a Bids is not substantially responsive, it will be rejected by the Procuring Agency and may not subsequently be evaluated for complete technical responsiveness.

## 26. Examination of Terms and Conditions; Technical Evaluation

26.1 The Procuring Agency shall examine the Bids to confirm that all terms and conditions specified in the **GCC** and the **SCC** have been accepted by the Bidder without any material deviation or reservation.

26.2 The Procuring Agency shall evaluate the technical aspects of the Bids submitted, to confirm that all requirements specified in Schedule of Requirements and Technical Specifications of the Bidding documents have been met without material deviation or reservation.

26.3 If after the examination of the terms and conditions and the technical evaluation, the Procuring Agency determines that the Bid is not substantially responsive in accordance with **ITB 25.2**, it shall reject the Bid.

## 27. Correction of Errors

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

1. if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the Procuring Agency there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;
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
3. where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.
4. Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bids, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.

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

## 28. Conversion to Single Currency

28.1 To facilitate evaluation and comparison, the Procuring Agency will convert all Bids prices expressed in the amounts in various currencies in which the Bids prices are payable. For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate prevailing on the date of opening of financial bids specified in the bidding documents, in accordance with weighted average customer exchange rates list issued by the State Bank of Pakistan on that day.

## 29. Evaluation of Bids

29.1 The Bids, quotations, or proposals shall be evaluated by the respective evaluation committees as per evaluation criteria described in the Bidding Documents in accordance with Rule 29 and 30 of the Public Procurement Rules, 2004.

### **1. Least Cost Based Selection (LCBS)**

After meeting the requirements of eligibility, qualification and substantial responsiveness, the bid in compliance with all the mandatory (technical) specifications/requirements and/or requisite quality threshold (if any), and having lowest evaluated cost (or financial proposal) shall be considered Successful Bid.

### **2. Quality and Cost Based Selection (QCBS)**

In such combination, there shall be some specific weightage of both the technical features and financial aspects of the proposal. The financial marks shall be awarded on the basis of inverse proportion calculations. The successful bid shall be declared, on the basis of combined evaluation.

### **3. Quality Based Selection (QBS)**

After meeting the requirements of eligibility, qualification and substantial responsiveness the bid in compliance with all the mandatory (technical) specifications/requirements and attaining highest marks in the Technical Evaluation considering all other qualitative and/or quantitative parameters (or point rated criteria) for technical proposal(s) such as working methodology, implementation plan, resource allocation, additional functionalities, risk management approach, knowledge transfer techniques, post implementation methodology etc. shall be treated as highest ranked bid. Later on, the financial proposal of highest ranked bidder shall be opened, however, in case of failure to proceed further with such a bidder, the procuring agency may resort to second

highest bidder and so on.

29.2 In case of tie of bids, the bidders shall be provided an opportunity to offer their best and final monetary offer through EPADS v2.0. However, in no case the rates shall be higher than the original financial bids.

## 30. Domestic Preference

30.1 The procuring agency shall evaluate and compare bids, allow for preference to domestic bidders, while competing with the international bidders in accordance with the policies of Federal Government.

The percentage of preference, to be accorded shall be clearly mentioned in the bidding documents under the bid evaluation criteria.

## 31. Determination of Successful Bid

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

31.2 In case where the Procuring Agency adopts the Cost Based Evaluation Technique and, the Bid with the lowest evaluated price from amongst those which are eligible, compliant and substantially responsive shall be the Successful Bid.

31.3 The Procuring Agency may adopt the Quality & Cost Based Selection Technique due to the following two reasons:

1. Where the Procuring Agency knows about the main features, usage and output of the products; however not clear about the complete features, technical specifications and functionalities of the goods to be procured and requires the bidders to submit their proposals defining those features, specifications and functionalities; or
2. Where the Procuring Agency, in addition to the mandatory requirements and mandatory technical specifications, requires parameters specified in Evaluation Criteria to be evaluated while determining the quality of the goods.

31.4 In such cases, the Procuring Agency may allocate certain weightage to these factors as a part of Evaluation Criteria, and may determine the ranking of the bidders on the basis of combined evaluation in accordance with provisions of Rule 2(1)(h) of the Public Procurement Rules, 2004.

## 32. Abnormally Low Financial Bids

32.1 Where the Bid price is considered to be abnormally low, the Procuring Agency shall perform price analysis either during determination of Successful Bids or as a part of the post-qualification process.

32.2 The Procuring Agency may reject an Abnormally low financial bids.

32.3 In order to identify the Abnormally Low Bids (ALB) following approaches can be considered to minimize the scope of subjectivity:

1. Comparing the Bids price with the cost estimate;
2. Comparing the Bids price with the Bids offered by other Bidders submitting substantially responsive Bids; and
3. Comparing the Bids price with prices paid in similar contracts in the recent past either government- or development partner-funded.

32.4 The Procuring Agency will determine to its satisfaction whether the Bidder that is selected as having submitted the successful bid is qualified to perform the contract satisfactorily.

32.5 The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as the Procuring Agency deems necessary and appropriate. Factors not included in these Bidding documents shall not be used in the evaluation of the Bidders' qualifications.

32.6 Procuring Agency may seek "Certificate for Independent Price Determination" from the Bidder and the results of reference checks may be used in determining an 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.

32.7 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 Bids, in which event the Procuring Agency will proceed to the next ranked Bidder to make a similar determination of that Bidder's capabilities to

perform satisfactorily.

## F. Award of Contract

### 33. Criteria of Award

33.1 The Procuring Agency will award the Contract to the Bidder whose Bids has been determined to be substantially responsive to the Bidding documents and who has been declared as Most Advantageous Bidder.

### 34. Negotiations

34.1 The procuring agency shall not engage in negotiations with respect to scope and price with the bidder except when the procuring agency conducts a procurement using direct **or negotiated** contracting or a request for proposals with evaluation based on quality alone.

34.2 The procuring agency may negotiate with the most advantageous bid with a view to streamline the work or task execution, at the time of contract finalization on methodology, work plan, staffing, finalizing payment arrangements, delivery arrangements, minor amendments to the special conditions of the contract.

### 35. Procuring Agency Right to reject all bids

35.1 The Procuring Agency reserves the right to reject all bids or proposals at any time prior to the issuance of the Letter of Award, without incurring any liability, in accordance with Rule 33 of the Public Procurement Rules, 2004.

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

36.1 The Procuring Agency reserves the right at the time of contract award to increase or decrease the **quantity of** Goods originally specified in these Bidding documents provided this does not exceed **by** 15%, without any change in unit price or other terms and conditions of the Bids and Bidding documents.

### 37. Notification of Award

37.1 Prior to the award of contract, the procuring agency shall announce and publish the result of bid evaluation on **EPADS v2.0** in accordance with Rule 35

of the Public Procurement Rules, 2004.

37.2 The Bidder whose Bids has been accepted will be notified of the award by the Procuring Agency prior to expiration of the Bids/Bid Validity period. The Letter of Award will state the sum that the Procuring Agency will pay the successful Bidder in consideration for the delivery of Goods as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).

37.3 The Letter of award will constitute the formation of the Contract, subject to the Bidder furnishing the Performance Guarantee and signing of the contract.

## 38. Signing of Contract

38.1 Promptly after issuance of Letter of award, Procuring Agency shall send the successful Bidder the draft Contract, incorporating all terms and conditions as agreed by the parties to the contract.

38.2 Immediately after the Redressal of grievance by the GRC (if any), mandatory standstill period in accordance with Rule 35 of the Public Procurement Rules, 2004 and **after fulfillment of all condition's precedent** of the Contract Form, the successful Bidder and the Procuring Agency shall sign the Contract.

## 39. Corrupt & Fraudulent Practices

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

## F. Grievance Redressal & Complaint Review Mechanism

## 40. Constitution of Grievance Redressal

40.1 The Grievance Redressal Committee shall address the grievance, if any submitted by any party, including the bidder, in accordance with Rule 48 of the Public Procurement Rules, 2004 to be read with Redressal of Grievances Regulations, 2021.

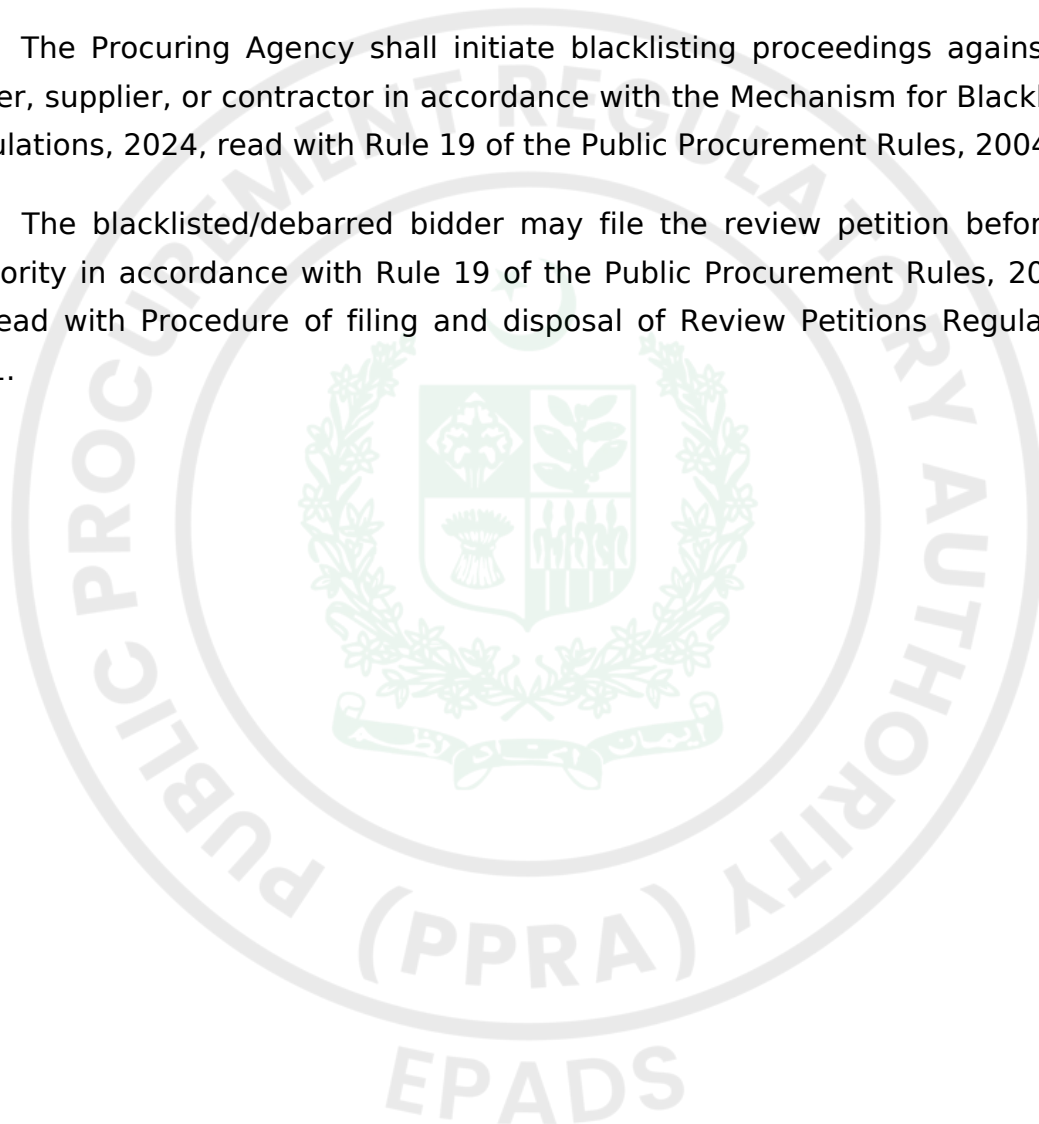
40.2 In case if any party or the bidder is not satisfied with the decision of the GRC or if it fails to decide within ten days, the bidder or the party may file an appeal before the Appellate Committee of the Authority in accordance with Rule 48 of the Public Procurement Rules, 2004 to be read with Redressal of Grievances Regulations, 2021.

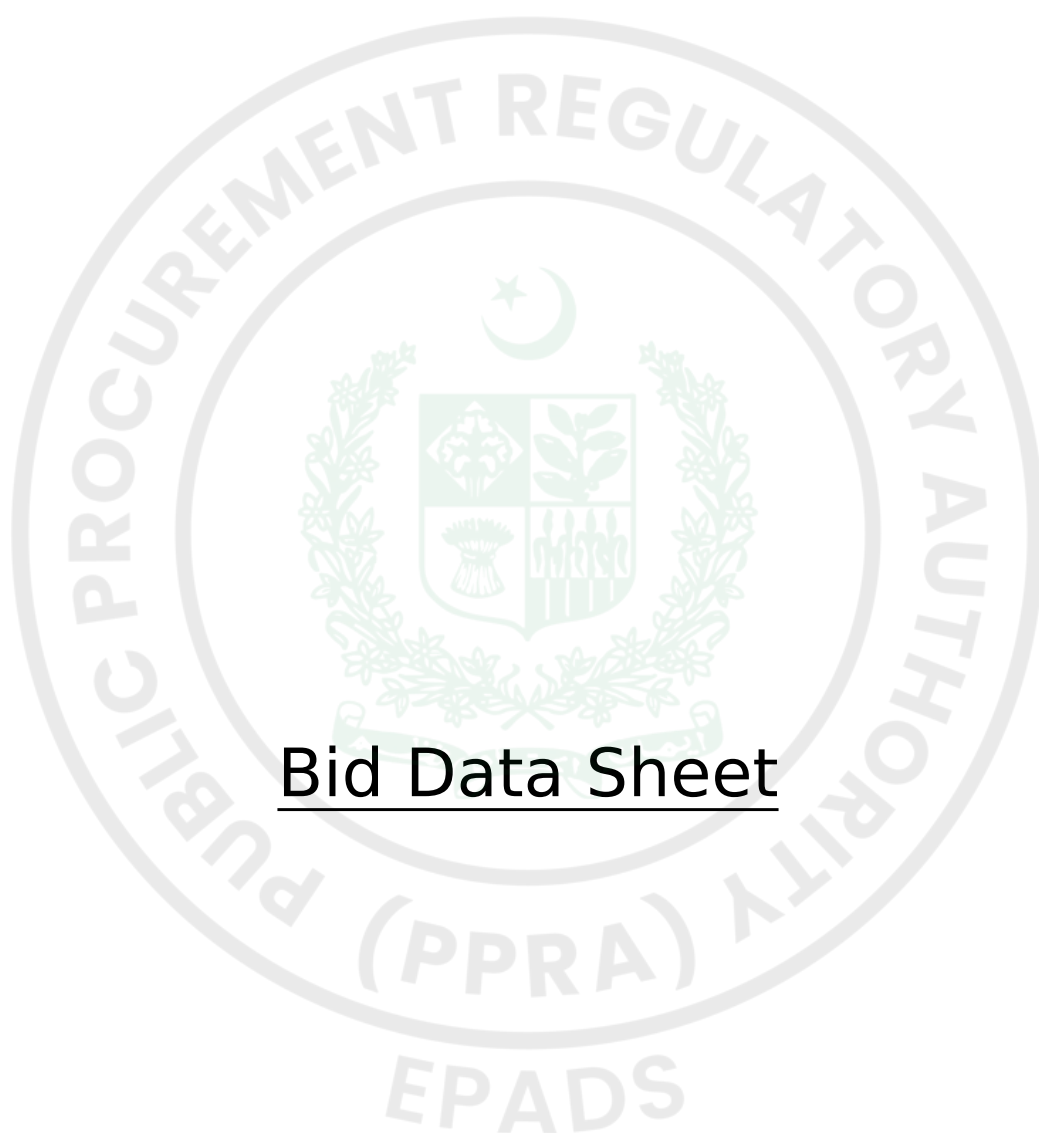
## G. Mechanism of Blacklisting

### 41. Mechanism of Blacklisting

41.1 The Procuring Agency shall initiate blacklisting proceedings against any bidder, supplier, or contractor in accordance with the Mechanism for Blacklisting Regulations, 2024, read with Rule 19 of the Public Procurement Rules, 2004.

41.2 The blacklisted/debarred bidder may file the review petition before the Authority in accordance with Rule 19 of the Public Procurement Rules, 2004 to be read with Procedure of filing and disposal of Review Petitions Regulations, 2021.





## Bid Data Sheet

# Bids Data Sheet (BDS)

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

*BDS Clause Number*

*ITB Number*

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

## A. Introduction

**BDS Clause Number 1**

**ITB Number 1.1**

Name of Procuring Agency: **Quetta Electric Supply (QESCO) (Quetta Electric Supply Company (QESCO))**

The subject of procurement is: **STG-09-2026-27 Procurement of EG Type Towers with 4 & 6 Meters Leg Extensions**

Expected commencement date: **Wednesday, November 25, 2026**

**BDS Clause Number 2**

**ITB Number 2.1**

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

Name and identification number of the Contract: **P132469**

**BDS Clause Number 3**

**ITB Clause Number 3.1**

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

Number of JV/Consortium Members: **2**

*see section of eligibility criteria.*

## B. Bidding Documents

**BDS Clause Number 4**

**ITB Number 8.1**

The Bidders may seek clarifications through **EPADS v2.0** : Clarification Date:  
Monday, October 5, 2026

## C. Preparation of Bids

### **BDS Clause Number 5**

#### **ITB Number 10.1**

The Language of all correspondences and documents related to the Bids shall be in: **English**

List of documents required along with the bid: No

### **BDS Clause Number 6**

#### **ITB Number 11.1**

#### **Items/Lots and threre related documents:**

*See section items and Lots*

### **BDS Clause Number 7**

#### **ITB Number 12.1**

#### **Items / Lots Specifications:**

*see section of items specifications.*

### **BDS Clause Number 8**

#### **ITB Number 15.6**

The price shall be **Fixed**.

### **BDS Clause Number 9**

#### **ITB Number 16.1**

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

### **BDS Clause Number 10**

#### **ITB Number 17.1**

The Bids/Bid Validity period shall be: **150 Days**

### **BDS Clause Number 11**

#### **ITB Number 18.1**

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

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

## **Deposit, Bank Guarantee**

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

#### **BDS Clause Number 12**

##### **ITB Number 20.1**

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

**O/O CE Development PMU , QESCO H/Q Zarghoon Road., Zarghoon, Quetta (District), Quetta Division (Division), Balochistan (Province).**  
before bid submission deadline.

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

The deadline for Bids submission is: **Wednesday, October 14, 2026 10:30 AM**

### **E. Opening and Evaluation of Bids**

#### **BDS Clause Number 13**

##### **ITB Number 23.1**

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

Day : **Wednesday**

Date: **Wednesday, October 14, 2026**

Time : **11:00 AM**

#### **BDS Clause Number 14**

##### **ITB Number 31.1**

Selection technique adopted will be: **Least Cost Based Selection (LCBS)**  
*see Evaluation Criteria*

### **F. Review of Procurement Decisions**

#### **BDS Clause Number 15**

##### **ITB Number 41.1**

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

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

## Eligibility Criteria

Vendor eligibility was already assessed and finalized during the Framework stage.



# Evaluation Criteria

Eligible bidder(s) with substantially responsive bid(s) offering **Least Cost Based Selection (LCBS)** shall be consider for the award of contract(s).

## Least Cost Based Selection (LCBS)

### Weightage

| Technical Evaluation % |  |
|------------------------|--|
| 100                    |  |

| Technical Marks                                                                                                                                                                                                                                                                                                                                           | 100 |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|
| Passing Marks                                                                                                                                                                                                                                                                                                                                             | 100 |
| Technical Evaluation Criteria                                                                                                                                                                                                                                                                                                                             |     |
| The Bidder / Manufacturer Shall have successfully completed the project WAPDA/DISCO/NTDC/NGC as the bidder/Manufacturer at least two (02) numbers of contract/work/supply of tendered material having similar or higher rating with in last five (05) years in Pakistan (Quantitative)(Doc Required)                                                      | 20  |
| The manufacturer must have at least five (05) YEARS design/manufacturing experience of tendered material having similar or higher rating. (Quantitative)(Doc Required)                                                                                                                                                                                    | 20  |
| Satisfactory Operational Certificate for offered material from WAPDA/DISCO/NTDC/NGC having similar or higher rating which has completed at least 2 years of continuous operation in field. In case of any un satisfactory report from field formation regarding installed material the firm will be declared non responsive. (Quantitative)(Doc Required) | 20  |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |    |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|
| Compliance of the offered material with the technical specification, technical data in accordance with WAPDA/DISCO/NTDC/NGC/PPMC Specifications and applicable IEC Standards (Quantitative)(Doc Required)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 20 |
| The bidder should have sound financial status. In order to determine the same, the bidder shall provide its up-to-date financial statements i.e. audited balance sheet, income statement, and cash flow statements for the last 3 years (three years). The difference between cash in hand and short-term liabilities should be adequate enough for smooth execution of this order (if placed on it) and the bidder's net worth for the last 3 years calculated as a difference between total assets and total liabilities should be positive. In this context, the bidder is required to fill in the relevant forms of this bidding document and submit the same with the bid. The Cash flow must be 25% of the estimated price of tender. (Quantitative)(Doc Required) | 10 |
| To be awarded a contract for this tender, the bidder not manufacturer has to have an average annual turnover in the last 3 years equal to or more than 1.5 x times that of the estimated price of the tender. Non-Submission of said documents shall tender the bid non-responsive in this context the bidder is required to fill in the relevant forms given in Schedule of this tender document and submit the same with the bid. (Quantitative)(Doc Required)                                                                                                                                                                                                                                                                                                         | 10 |

## Items/Lots

**Lot Title :** EG 220 Type Towers Alongwith 4 Meter & 8 Meter Extension

**Bid Security :** 1040000 PKR

| Item                                   | UNSPSC                         | Delivery Schedule                                                                               | Quantity | Manufacturer / Dealer Authorization | Warranty  |
|----------------------------------------|--------------------------------|-------------------------------------------------------------------------------------------------|----------|-------------------------------------|-----------|
| EG 220 Type tower (complete)           | Power transmission steel tower | <b>Address:</b> T&G Warehouse Sibi Road Quetta <b>Schedule:</b> 120 Days <b>Quantity:</b> 7/Qty | 7 / Qty  | Manufacturer Authorization form     | 24 Months |
| 4M Leg Extension for EG 220 Type Tower | Power transmission steel tower | <b>Address:</b> T&G Warehouse Sibi Road Quetta <b>Schedule:</b> 120 Days <b>Quantity:</b> 3/Qty | 3 / Qty  | Manufacturer Authorization form     | 24 Months |
| 8M Leg Extension for EG 220 Type Tower | Power transmission steel tower | <b>Address:</b> T&G Warehouse Sibi Road Quetta <b>Schedule:</b> 120 Days <b>Quantity:</b> 4/Qty | 4 / Qty  | Manufacturer Authorization form     | 24 Months |

## Related Services of Goods:

No



# Items/Lot Specification

**Lot Title :** EG 220 Type Towers Alongwith 4 Meter & 8 Meter Extension

**Item:** EG 220 Type tower (complete)

**UNSPSC:** Power transmission steel tower

**Specifications / Requirements:**

P-139:80, P-82:81, P-162:81, P-104:76, P-20:68, P-19:83, P-135:80, P-163:82, P-166:83, P-135:80 (Amended to date)

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**Item:** 4M Leg Extension for EG 220 Type Tower

**UNSPSC:** Power transmission steel tower

**Specifications / Requirements:**

P-139:80, P-82:81, P-162:81, P-104:76, P-20:68, P-19:83, P-135:80, P-163:82, P-166:83, P-135:80 (Amended to date)

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**Item:** 8M Leg Extension for EG 220 Type Tower

**UNSPSC:** Power transmission steel tower

**Specifications / Requirements:**

P-139:80, P-82:81, P-162:81, P-104:76, P-20:68, P-19:83, P-135:80, P-163:82, P-166:83, P-135:80 (Amended to date)

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# Price Schedule

## For Individual Items

| # | Item 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

- a. "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;
- b. "Procuring Agency" means:-
  - a. any Ministry, Division, Department or any Office of the Government;
  - b. any authority, corporation, body or organization established by or under a Law or which is owned or controlled by the Government;
- c. "The Contract" means an agreement enforceable by law;
- d. "The Contract Price" means the price payable to the Bidder under the Contract for the full and proper performance of its contractual obligations;
- e. "Ancillary Services" means those services ancillary to the provision of Goods, 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 Bidder covered under the Contract;
- f. "GCC" means the General Conditions of Contract contained in this section;
- g. "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented;
- h. "Day" means calendar day unless indicated otherwise.
- i. "Effective Date" means the date on which this Contract comes into force and effect.
- j. "The Bidder" means the individual or corporate body whose Bids to provide the Goods has been accepted by the Procuring Agency;
- k. "The Project Site," where applicable, means the place or places named in Bids Data Sheet and technical Specifications;
- l. "Government" means the Government of Pakistan;
- m. "Subcontractor" means any entity to which the Bidder subcontracts any part of the Goods.
- n. "Service" means any object of procurement other than goods or works;
- o. "Party" means the Procuring Agency or the Bidder, as the case may be, and "Parties" means both of them;
- p. "Foreign Currency" means any currency other than the currency of the country of the Procuring Agency;

q. "Completion Date" means the date of completion of the contract by the Bidder as certified by the Procuring Agency;

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

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

## **2. Application and Interpretation**

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

2.2 In interpreting these Conditions of Contract headings and marginal notes are used for convenience only and shall not affect their interpretations unless specifically stated; references to singular include the plural and vice versa; and masculine include the feminine. Words have their ordinary meaning under the language of the Contract unless specifically defined.

## **3. Applicable Law**

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

## **4. Governing Language**

4.1 The Contract as well as all correspondence and documents relating to the Contract exchanged between the Bidder 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.

## **5. Notices**

5.1 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**.

## **6. Delivery/Location**

6.1 The Goods shall be delivered to such locations as the Procuring Agency may approve and as specified in **SCC**.

## **7. Authorized Representatives / Authority of Member in charge**

7.1 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 Bidder may be taken or executed by the officials specified in the **SCC**.

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

## **8. Effectiveness of Contract**

8.1 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**.

## **9. Commencement of Services**

9.1 The Bidder 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.

## **10. Program**

10.1 Before commencement of the Services, the Bidder 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.

## **11. Starting Date/Expiration Date**

11.1 The Bidder 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.

11.2 Unless terminated earlier pursuant to Clause **GCC 15** hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.

## **12. Entire Agreement**

12.1 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.

## **13. Modification**

13.1 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 Bids for modification or variation made by the other Party.

13.2 In cases of any modifications or variations, the prior written consent of the Procuring Agency is required.

## **14. Force Majeure**

### **14.1 Definition**

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

### **14.2 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.

### **14.3 Extension of Time**

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

of Force Majeure.

#### **14.4 Payments**

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Bidder 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.

### **15. Termination**

#### **15.1 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 Bidder 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);

- a. If the Bidder fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension;
- b. If the Bidder becomes (or, if the Bidder 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;
- c. If the Bidder fails to comply with any final decision reached as a result of arbitration proceedings;
- d. If, as the result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- e. If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;

#### **15.2 By the Bidder**

The Bidder 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.

- a. If the Procuring Agency fails to pay any money due to the Bidder pursuant to this Contract and not subject to dispute within forty-five (45) calendar days after receiving written notice from the Bidder that such payment is overdue.
- b. If, as the result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
- c. If the Procuring Agency fails to comply with any final decision reached as a result of arbitration.
- d. 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 Bidder's notice specifying such breach.

## **C. Obligations of the Bidder**

## **16. General**

### **16.1 Standard of Performance**

1. The Bidder shall deliver the product 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 Bidder 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.

### **16.2 Law Applicable to Goods**

The Bidder shall deliver the goods 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.

## **17. Conflict of Interests**

### **17.1 Bidder Not to Benefit from Commissions and Discounts.**

The remuneration of the Bidder shall constitute the Bidder's sole remuneration in connection with this Contract or the Services, and the Bidder 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 Bidder 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.

### **17.2 Bidder and Affiliates Not to be Otherwise Interested in Project**

The Bidder agree that, during the term of this Contract and after its termination, the Bidder and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing Goods for any project resulting from or closely related to the Services.

### **17.3 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:

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

## **18. Confidentiality**

18.1 Except with the prior written consent of the Procuring Agency, the Bidder and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the contract.

## **19. Insurance to be Taken Out by the Bidder**

19.1 The Bidder(a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Subcontractors', as the case may be) own cost but on terms and conditions approved by the Procuring Agency, insurance against the risks, loss or damage, 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.

## **20. Bidder's Actions Requiring Procuring Agency's Prior Approval**

20.1 The Bidder shall obtain the Procuring Agency's prior approval in writing before taking any of the following actions:

- (a) appointing such members of the Personnel not provided by the Bidder;
- (b) changing the Program of activities; and
- (c) any other action that may be specified in the SCC.

## **21. Reporting Obligations**

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

## **22. Liquidated Damages**

22.1 If the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring Agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the performance security (or guarantee) specified in SCC. Once the said maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to **GCC Clause 15**.

### **22.2 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 Bidder by adjusting the next payment certificate. The Bidder shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in SCC.

### **22.3 Lack of performance penalty**

If the Bidder 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 Bidder. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as specified in the SCC.

## **23. Performance Guarantee**

23.1 Within Seven (07) days from the issuance of acceptance letter from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in shape of ----- at the discretion of the PA in the amount **specified in SCC**. In case the amount of Bids security is equal or greater than

23.2 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.

23.3 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.

23.4 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**.

## **24. Fraud and Corruption**

24.1 The Procuring Agency requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the Bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

## **25. Sustainable Procurement**

25.1 The Bidder shall conform to the sustainable procurement contractual provisions, if and as specified in the SCC.

## **D. Bidder's Personnel**

### **26. Description of Personnel**

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

### **27. Removal and/or Replacement of Personnel**

27.1 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 Bidder, it becomes necessary to replace any of the Key Personnel, the Bidder shall provide as a replacement a person of equivalent or better qualifications.

27.2 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 Bidder 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.

27.3 The Bidder 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**

### **28. Assistance and Exemptions**

28.1 The Procuring Agency shall use its best efforts to ensure that the Government shall provide the Bidder such assistance and exemptions as specified in the SCC.

### **29. Change in the Applicable Law**

29.1 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 related Services rendered by the Bidder, then the remuneration and reimbursable expenses otherwise payable to the Bidder 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.

### **30. Services and Facilities**

30.1 The Procuring Agency shall make available to the Bidder and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described , at the times and in the manner specified in the SCC or terms of reference.

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

## **F. Payments to the Bidder**

### **31. Contract Price**

31.1 The price payable shall be in Pakistani Rupees unless otherwise specified in the SCC. Prices charged by the Supplier for Goods delivered under the Contract shall not vary from the prices quoted by the Supplier in its Bid.

### **32. Terms and Conditions of Payment**

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

32.2 Unless otherwise stated in the SCC, the advance payment shall be made against the provision by the Bidder 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 Bidder have submitted an invoice to the Procuring Agency specifying the amount due.

### **33. Currency of Payment**

33.1 Any payment under this Contract shall be made in the currency(ies) specified in the SCC.

## **G. Quality Control**

### **34. Identifying Defects**

34.1 The principle and modalities of Inspection of the Goods by the Procuring Agency shall be as indicated in the SCC. The Procuring Agency shall check the Bidder's performance and notify him of any Defects that are found. Such checking shall not affect the Bidder's responsibilities. The Procuring Agency may instruct the Bidder 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.

### **35. Correction of Defects, and**

#### **Lack of Performance Penalty**

35.1 The Procuring Agency shall give notice to the Bidder 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.

35.2 Every time notice a Defect is given, the Bidder shall correct the notified Defect within the length of time specified by the Procuring Agency's notice.

35.3 If the Bidder 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 Bidder will pay this amount, and a Penalty for Lack of Performance.

## **36. Taxes and Duties**

36.1 A Supplier shall be entirely responsible for all taxes, duties, fees, etc., incurred until delivery of the contracted Goods to the Procuring Agency.

## **H. Settlement of Disputes**

### **37. Alternate Dispute Resolution**

37.1 The disputes between the parties to the contract may be settled in accordance with Public Procurement Rules, 2004.

37.2 The procuring agency shall refer the matter to the Chief Justice Islamabad High Court or Managing Director PPRA or the Secretary Ministry of Law & Justice for appointment of Arbitrator.

37.3 The fee for the Arbitrator shall be specified in Pak Rupees as determined by the appointing authority which shall be borne and shared equally by the contracting parties.



## 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:** Quetta Electric Supply (QESCO) (Quetta Electric Supply Company (QESCO)), Manager Procurement O/O CE Development PMU , QESCO H/Q Zarghoon Road., Zarghoon, Quetta (District), Quetta Division (Division), Balochistan (Province).

#### **The Supplier is:**

**The title of the subject procurement is: STG-09-2026-27 Procurement of EG Type Towers with 4 & 6 Meters Leg Extensions**

### **Number of GC Clause 3**

#### **Applicable/Governing Law:**

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

### **Number of GC Clause 4**

#### **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 5**

#### **Notices:**

#### **The addresses for the notices are:**

Procuring Agency:

Quetta Electric Supply (QESCO) (Quetta Electric Supply Company (QESCO)), Manager Procurement O/O CE Development PMU , QESCO H/Q Zarghoon Road., Zarghoon, Quetta (District), Quetta Division (Division), Balochistan (Province).

+92-319-808-8035

qescocedev@gmail.com

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 7.1

### The Authorized Representatives are:

#### For the Procuring Agency:

Quetta Electric Supply (QESCO) (Quetta Electric Supply Company (QESCO)), Manager Procurement  
O/O CE Development PMU , QESCO H/Q Zarghoon Road., Zarghoon, Quetta (District), Quetta Division  
(Division), Balochistan (Province).

+92-319-808-8035

qescocedev@gmail.com

#### For the Bidder:

**Name:** .....

**Designation:** .....

**Address:** .....

### Number of GC Clause 8

### Effectiveness of the contract

### Number of GC Clause 9

### Commencement of Contract:

### Number of GC Clause 11.2

### Expiration of Contract:

### Number of GC Clause 15

### 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 17

### 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 22

### 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 **1.00% 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 23**

##### **Performance Guarantee:**

The amount of performance guarantee shall be **5.00%** of the contract price in acceptable form of **Call at Deposit, Bank Guarantee**

#### **Number of GC Clause 32**

##### **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 33**

##### **Currency of Payment:**

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

#### **Number of GC Clause 34**

##### **Identifying Defects:**

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

#### **Inspections & Tests Requirements**

For being Brand New, bearing relevant reference numbers of the equipment (Certificate from supplier)

For Physical Fitness having No Damages (Certificate from supplier)

For the Country of Origin as quoted by the Supplier (Certificate from manufacturer)

For conformance to specifications and performance parameters, through Prior to delivery inspection (Inspection Report by Procurement Committee / Inspection Team)

For successful operation at site after complete installation, testing and commissioning of the equipment (Installation, Testing and Commissioning Report by Procurement Committee / Inspection Team)

The QESCO Engineer reserves the right to witness any or all manufacturing, assembly, and testing activities. The Supplier shall provide unrestricted access to its manufacturing facilities and make all necessary arrangements for inspection. The finished Goods shall undergo all specified sample and routine tests in accordance with the Contract specifications.

The pre-shipment foreign inspection shall be borne by the supplier if such tests are clearly intended by or provided for in the specifications or schedule of prices or as agreed between purchaser and the supplier. Two inspectors from QESCO including return air ticket from Pakistan to the place of inspections, boarding & lodging in any A class accommodation, local transportation and daily allowance of 200 US\$ to meet other expense. All expenses for visa stamping etc shall be borne by the bidder

For local inspection, the bidder will provide all reasonable facilities as provided in the specifications or followed by the Industry or Trade in general, shall have to be afforded to two inspecting officers from QESCO by you at your expense for carrying out inspection including travel expenses (return air tickets for places of inspection located out of Lahore), local transportation, boarding/lodging in any A class accommodation, daily allowance of Rs. 30,000/- to meet other expenses

In case the goods fail to withstand any test, the cost of repeating such test and the cost of witnessing such test by the inspector shall be borne by the Supplier and the equipment released or modified to the satisfaction of the Purchaser without any additional cost to the Purchaser.

The Supplier shall establish and implement a comprehensive Quality Assurance (QA) and Quality Control (QC) program to ensure that all Goods are manufactured in full compliance with the Contract requirements. An independent Quality Control Department shall be responsible for enforcing the QA/QC procedures throughout the manufacturing process.

After the award of the Contract, the Supplier and the Engineer (QESCO/Design Department NTDC) shall mutually agree upon the inspection procedure

## **Delivery & Documents**

Copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;

Original and two copies of the usual transport document (for example, a negotiable bill of lading, a non-negotiable sea waybill, an inland waterway document, an air waybill, a railway consignment note, a road consignment note, or a multimodal transport document) which the buyer may require to take the goods;

Copies of the packing list identifying contents of each package;

Manufacturer's or Supplier's Valid Warranty Certificate;

Inspection Certificate issued by the Nominated Inspection Agency (if any), and the Supplier's Factory Inspection Report;

Certificate of Origin.

The above documents would be required even if the equipment has already been imported and is available with the supplier ex-stock

## **Number of GC Clause 37**

## **Following is the guidance for Dispute Resolution**

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

completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within 14 (fourteen) days following a notice sent by one Party to the other Party in this regard.

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

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

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

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

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

#### **Rules of procedure for arbitration proceedings:**

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

#### **Place of Arbitration and Award:**

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



## Bid Securing Declaration

## Form 9: Bid Securing Declaration

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

Bid No.: **P132469**

To: **Quetta Electric Supply (QESCO) (Quetta Electric Supply Company (QESCO)), Manager Procurement O/O CE Development PMU , QESCO H/Q Zarghoon Road., Zarghoon, Quetta (District), Quetta Division (Division), Balochistan (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 **Quetta Electric Supply (QESCO) (Quetta Electric Supply Company (QESCO)), Manager Procurement O/O CE Development PMU , QESCO H/Q Zarghoon Road., Zarghoon, Quetta (District), Quetta Division (Division), Balochistan (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., **STG-09-2026-27 Procurement of EG Type Towers with 4 & 6 Meters Leg Extensions (P132469)** 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.

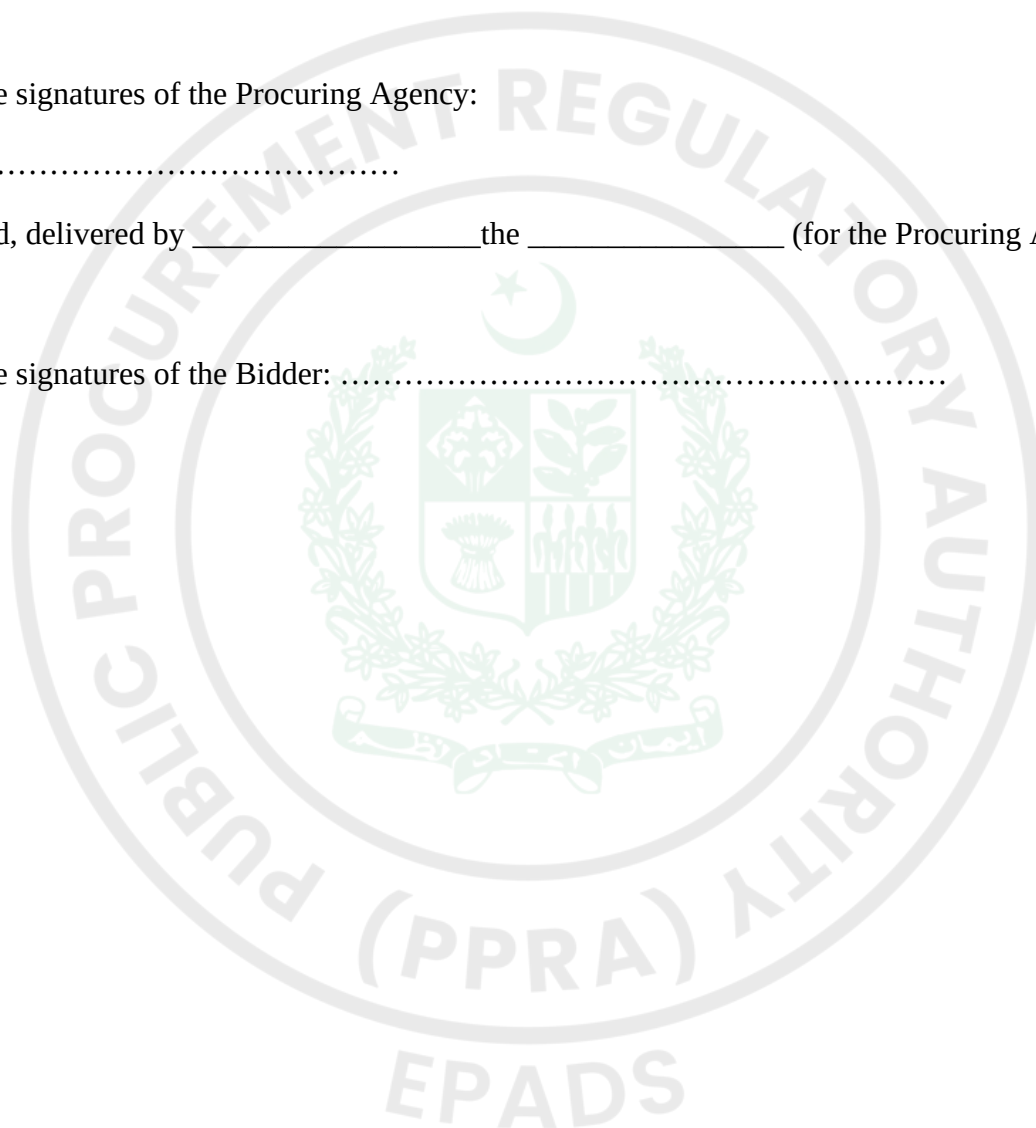
Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring Agency)

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: **Quetta Electric Supply (QESCO) (Quetta Electric Supply Company (QESCO)), Manager Procurement O/O CE Development PMU , QESCO H/Q Zarghoon Road., Zarghoon, Quetta (District), Quetta Division (Division), Balochistan (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

# Drawings Specification & Annexure

Technical Submission (Vendor)

## Document Required

See Form Under Additional Forms and Documents: **Drawings Specification & Annexure** (page number: 67)





## Procurement Forms

## Financial Capacity and Net Worth Evaluation Form

The bidder should have sound financial status. In order to determine the same, the bidder shall provide its up-to-date financial statements i.e. audited balance sheet, income statement, and cash flow statements for the last 3 years (three years). The difference between cash in hand and short-term liabilities should be adequate enough for smooth execution of this order (if placed on it) and the bidder's net worth for the last 3 years calculated as a difference between total assets and total liabilities should be positive. In this context, the bidder is required to fill in the relevant forms of this bidding document and submit the same with the bid. The Cash flow must be 25% of the estimated price of tender.

See Form Under Additional Forms and Documents: **Financial Capacity and Net Worth Evaluation Form** (page number: 91)

## Average Annual Turnover

To be awarded a contract for this tender, the bidder not manufacturer has to have an average annual turnover in the last 3 years equal to or more than 1.5 x times that of the estimated price of the tender. Non-Submission of said documents shall tender the bid non-responsive in this context the bidder is required to fill in the relevant forms given in Schedule of this tender document and submit the same with the bid.

See Form Under Additional Forms and Documents: **Average Annual Turnover** (page number: 93)





## Additional Forms and Documents

## **SPECIFICATIONS AND DRAWINGS**

- i) All the goods, the quantities of which are defined in Schedule of Prices for main equipment, shall be of the material in accordance with the Technical Specifications of tendered material.
- ii) Goods and material specified in the Technical Specification must comply with standards cited or other recognized standards, which ensure an equal or higher quality than the standards mentioned.
- iii) The contract shall be executed in strict conformity with the specifications of tendered material and the supplier shall do no 'Work' without proper specifications, instructions and/or drawings.
- iv) Specifications and/or drawings are intended to complement each other so that if anything is shown on the drawings as required but not mentioned in the specifications or vice versa, it shall be of like effect as if shown or mentioned in both. If any errors, omissions or discrepancies are found in the figures, specifications and/or drawings or, if any feature shall appear to the supplier to be indefinite or unclear, the same shall be referred to the Engineer whose written explanation and/or clarification shall be obtained before proceeding with the work.
- v) The supplier shall submit to Engineer under intimation to the Purchaser, within 15 days of the issuance of the Notification of Award, for approval of the Engineer, Two (2) copies of all drawings, technical literature, data, operation and maintenance instruction books and/or manuals required under the specifications and such other documents as are required in the Technical Specifications or other provisions of the bidding documents or, if he deems necessary, require changes or modifications to be made therein, he shall return two copies to the Supplier marked "Approved", "Approved as Noted" or "Returned for Correction". Each drawing which is noted "Returned for Correction" shall be resubmitted to the Engineer after corrections.
- vi) The Supplier shall allow 15 days for the Engineer's approval of drawings in his schedule of work and in the time allowed for completion of the Contract. Extra time required for approval of drawings due to deficiencies in design or errors in submitted drawings shall be the responsibility of the Supplier are no extension in time will be allowed on this account. Delays in obtaining approval caused by the Engineer beyond 15 days will entitle the Supplier to an extension of time.
- vii) Approval by the Engineer does not relieve the Supplier of his responsibility to do the work in accordance with the Contract.
- viii) The Supplier shall be responsible for any discrepancies, errors or omissions in any drawings or other particulars supplied by him whether such drawings or particulars have been approved by the Engineer or not.
- ix) All drawings and documents furnished by the Supplier in accordance with the Contract shall become the property of the Purchaser.

- x) Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest current edition or revision of the relevant standards or codes in effect shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relates to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.
- 3) **TERMS OF DELIVERY.**  
Free delivery to QESCO T&G Warehouse Sibi Road Quetta.
- 4) **DELIVERY PERIOD (as given in the schedule of delivery)**  
100% quantity is to be delivered within 120 days from the date of issue of Purchase Order. Delivery period is the essence of the Contract and delivery must be completed not later than the dates specified. The term "Delivery Date" shall mean the 1st day of inspection or 15th day of inspection call (30th day of inspection call for foreign material) whichever is earlier, shall be reckoned as date of delivery of Store to QESCO Consignee provided the goods accepted for supply have been delivered within 20-days (60-days for foreign material) of issue of inspection Certificate subject to the condition that the supplier / manufacturer offers the material for Inspection at least 15-days prior to the due date for local inspection (30 days prior to the due date for foreign inspection) and the offer is not rejected due to being a fake call or material not conforming to the specification.
- 5) **INSPECTION.**
- i) To ensure the manufacture of Goods to be in conformity with Contract requirements, the Supplier shall institute and follow regular procedures for quality assurance during manufacture. The Supplier shall maintain an independent quality control department which shall be responsible for enforcing the quality assurance program. Upon Award of the Contract, the Supplier and the "Engineer" (QESCO) shall establish mutually acceptable quality control and inspection procedure.
  - ii) The Engineer may require to witness any or all the tests during manufacturing for such purpose the Supplier shall provide free access at all times during manufacture, assembly and testing to the premises in which the work is being carried out.
  - iii) The finished goods shall be subjected to the sample and routine tests as described in the Specifications.
  - iv) Inspection of material will be carried out at your works by the authorized representative of the Engineer (QESCO). A notice of at least **30 days** in writing shall have to be given to the Engineer (QESCO) by you when the goods against the order are ready for inspection for witnessing such tests with date time & place at the following address:-

Chief Engineer Development),  
PMU QESCO, Zarghoon Road  
Quetta, Pakistan  
Telephone No.

**92-81-9201750**  
**92-81-9201467**  
**92-81-9201628**

Fax No.

- v) All reasonable facilities as provided in the specifications or followed by the Industry or Trade in general shall have to be afforded to the inspecting officer, by you at your expense for carrying out inspection.
  - vi) The cost of performing as well as witnessing any tests by the inspector during pre-shipment foreign inspection shall be borne by the supplier if such tests are clearly intended by or provided for in the specifications or schedule of prices or as agreed between purchaser and the supplier. Witnessing of the tests will cover the expenses of **Two inspectors from QESCO** including return air ticket from Lahore Pakistan to the place or places of inspections, boarding & lodging in any A class accommodation, local transportation and daily allowance of **200 US\$** to meet other expenses. In addition, all expenses regarding visa stamping (visa fee, first class traveling, A class accommodation etc.) of the approved inspector shall be borne by the bidder.
  - vii) For local inspection, the bidder will provide all reasonable facilities as provided in the specifications or followed by the Industry or Trade in general, shall have to be afforded to two inspecting officers from QESCO by you at your expense for carrying out inspection including travel expenses (return air tickets for places of inspection located out of Lahore), local transportation, boarding/lodging in any A class accommodation, daily allowance of **Rs. 30,000/-** to meet other expenses.
  - viii) In case the goods fail to withstand any test, the cost of repeating such test and the cost of witnessing such test by the inspector shall be borne by the Supplier and the equipment released or modified to the satisfaction of the Purchaser without any additional cost to the Purchaser.
  - ix) Any inspection and/or witnessing of tests or the waiving of such tests and/or surveillance by the engineers/inspectors shall not relieve the Supplier of its obligations and responsibilities under the Contract regardless of any approval or consent given by the engineers and or inspectors.
  - x) Two copies of all the inspection and Tests Reports and certificates including those for quality control shall be supplied to the Engineer. The reports and certificates of such tests as have been witnessed shall be countersigned by the Engineer and/or inspectors.
- 6) **PAYMENT.**
- (a) Manager (Project Finance) PMU QESCO, will establish a confirmed and irrevocable inland letter of Credit for Rs. \_\_\_\_\_ through any schedule Bank of Pakistan in your favour as per specimen, approved by the Authority. The amount of material excluding sales tax i.e. Rs. \_\_\_\_\_ in the letter of credit shall be available for negotiation and en-cashable as under: -
- i. Bill in triplicate for 100% Claim.
  - ii. Delivery Challan & GRN duly stamped and signed by the consignee.
  - iii. Warranty Certificate.
  - iv. Confirmation of Chief Engineer (Development), PMU QESCO about acceptance of Performance Bond.
  - v. Inspection Certificate issued by inspection committee.
  - vi. Professional Tax paid certificate by the firm.
  - vii. Certificate that the billed amount has not been claimed or received earlier.
  - viii. Sales Tax Invoice.

ix. Under taking on prescribed proforma issued vide Ministry of Finance (Finance Division) D.O. No. 687/MD(PPRA)/05 dated 14-09-05. (If applicable)

- (b) The amount of 18% sales tax in the letter of credit shall be available for negotiation and en-cashable on production of sales tax return cum payment challan. In case of manufacturers who pay lump sum sales tax, they shall also submit an affidavit on non-judicial paper that the challan includes the amount of sales tax for supply of the mentioned items. These documents shall however, be got verified from Director Finance QESCO Quetta before payment by the Bank.

NOTE: - All charges relating to L/C opening and negotiation charges shall be borne by the firm. On receipt of copy of Purchase Order, Manager Project Finance PMU QESCO will open L.C. & charges incurred on L.C. will be recovered from the Invoice/Bill of the Supplier / Manufacturer, particular of your bankers against which L.C. shall be opened may be intimated immediately.

**OR**

Chief Engineer (Development) PMU QESCO will make payment on production of following documents:

- i) Bill in triplicate for 100% Claim.
- ii) Delivery Challan & GRN duly stamped and signed by the consignee.
- iii) Warranty Certificate.
- iv) Confirmation of Chief Engineer (Development), PMU QESCO about acceptance of Performance Bond.
- v) Inspection Certificate issued by inspection committee.
- vi) Sale Tax Invoice.
- vii) Professional Tax paid certificate by the firm.
- viii) Certificate that the billed amount has not been claimed or received earlier.

**PARTIAL DELIVERIES AND PART PAYMENT IS ALLOWED.**

7) **CONSIGNEE.**

QESCO T&G Warehouse Sibi Road Quetta

8) **GENERAL SALES TAX & OTHER GOVERNMENT DUTIES.**

As per condition No. ii Clause under clause-1(b) special condition.

9) **WARRANTY:**

You will furnish a Warranty Certificate, certifying that the goods supplied conform exactly to the Specifications laid down in the Contract and are brand new and that in the event of the material being found defective or not conforming to the Specifications/Particulars governing supply at the time of delivery and for a period of **18 Months** from the date of installation/commissioning or **24 Months** from date of completion of supply of last consignment whichever is earlier. You will be held responsible for all losses and that the unacceptable goods shall be substituted with the acceptable at your expense & cost.

10) **FORCE MAJEURE.**

The right of QESCO to terminate the Contract, or to claim penalty or liquidated damages shall be subject to the following circumstances, provided as a result of all or any of these events there has been delay in the Performance of the Contract by the manufacturer or Supplier, or the contract has become incapable of being performed: -

- i) Act of God;
- ii) Act of State, War or any Act of the Enemy;
- iii) Lock outs, Riots or Civil Commotion;

- iv) Injunction granted by a Court of Competent jurisdiction not resulting from any fault of the Manufacturer or Suppliers;
- v) Restriction imposed by the Government on the Import of any material relating to the manufacture of goods.
- vi) Non-receipt of raw material from abroad for reasons beyond the control of the manufacturer;
- vii) Port delays due to bunker age or lighter age;
- viii) Divisions of supplies by the carrier without any fault or knowledge of the manufacturer or supplier.

Provided further that the manufacturer or supplier has given notice to QESCO within 14-days of the happening of any such event.

11) **FAILURE & TERMINATION.**

(A) If you fail to deliver the stores or any consignment thereof within the specified delivery period, the purchaser shall be entitled at his option either:-

(I) To recover from you liquidated damages levied at the rate of two percent (2%) per month or a fraction, thereof subject to a maximum of Five percent (05%) of the contract price, the liquidated damages shall be recovered only on the stores supplied late, except.

- a. Where un-delivered stores hold up the use of other stores, liquidated damages shall be levied on the total value of the contract.
- b. The recovery of liquidated damages mentioned above can be effected from any payment due to you from any unit of QESCO/DISCO/NTDC/PPMC, or

(II) To purchase from elsewhere without notice to you at your risk and cost, the stores not delivered, without canceling the contract in respect of the consignment not yet due for delivery.

(III) To cancel the contract at your risk and cost.

In the event of action being taken under (ii) or (iii) above, you shall be liable for any loss which the purchaser may suffer on the account; but you shall not be entitled to any gain on repurchase made against the supply order.

(B) If during the course of execution of contract, you are black-listed by WAPDA / QESCO, the purchaser may proceed with all or any of the actions detailed below:-

- (i) To allow the contract to run its course till completed in accordance with the terms and conditions of contract;
- (ii) To stop further supplies with or without financial repercussions;
- (iii) To cancel the contract with or without reservation or rights.

**NOTE**

While determining liquidated damages the purchaser shall not consider any of the following circumstances, a cause under “FORCE MAJEURE” and shall not allow any relaxation in the liquidated damages on the account: -

- (i) Delay on the part of the contractor in the arrangement of raw material.

- (ii) Defect or failure occurring to any machinery or equipment installed at the contractor works during the currency of the contract.

12) **RESPONSIBILITY FOR EXECUTING THE CONTRACT.**

You are entirely responsible for the successful execution of the contract in all respects in accordance with the terms and conditions as specified in the contract including the schedule.

13) **INSPECTION AND REJECTION:**

- (i) The inspecting officer may reject a part or the whole of the consignment tendered for inspection, if after inspection such portion thereof as he may decide on his discretion he is satisfied that the consignment is below the requirements of the particulars governing the supply given in the Purchase Order.
- (ii) The decision of the Inspecting Officer shall be binding on you.
- (iii) If the stores are rejected as previously mentioned, then without prejudice to the right of the purchaser you may submit stores in replacement of those rejected but re-submission will not mean extension of delivery period.
- (iv) On final rejection the purchaser shall have the following rights:
  - (a) To purchase the rejected goods at your cost and expense.
  - (b) To terminate the contract and recover from you the loss, the authority thereby incurs.

14) **PACKING**

You will be responsible for packing the store suitable for transit by Rail / Road so as to ensure their being free from loss or damage on arrival at destination. The packing of the stores shall be done by and at your expense in accordance with the standard specifications governing such packing. In case there are no standard specifications, goods will be packed according to the trade practice to ensure safe receipt at destination.

15) **FORFEITURE OF SECURITY BOND / BANK GUARANTEE**

The contracting officer will have the right to forfeit the Security Bond/Guarantee (Performance Bond)

- (A) If the Contractor: -
  - (i) Fails to supply the goods within the time specified;
  - (ii) Commits any breach of contract;
  - (iii) Fails to account for the Import License issued on account of the purchaser;
  - (iv) Fails to account for the raw material secured by the contractor against any license or permit issued on account of the contracting officer;
  - (v) Fails to return drawings, design or any material belonging to the contracting officer, which was to be returned in good condition to the contracting officer after the successful termination of the contract.
- (B) for other reasons specified in the Purchase Order by the contracting officer for forfeiting the Security deposit.

If the forfeiture of the security deposit does not compensate the contracting officer for losses suffered due to non-delivery or breach of contract for any other reasons, the contracting officer will have a right to forfeit other security deposits or to recover the same from any other security deposit made in favor of any other unit of WAPDA or from any money due to the contractor from any unit of WAPDA.

16) **ARBITRATION:**

The place of arbitration shall be Quetta (Balochistan) Pakistan.



# FORM OF BID (LETTER OF OFFER)

Bid Reference No. \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
(Name of Work)

To,  
\_\_\_\_\_  
\_\_\_\_\_

Having examined the Bidding Documents including instructions to bidders, Condition of Contract, Specifications, Drawings, Schedule of Prices and addenda

Nos \_\_\_\_\_ for the execution of the above-named Works, we, the undersigned, being a company doing business under the name and address

\_\_\_\_\_  
\_\_\_\_\_ and being duly incorporated under the laws of \_\_\_\_\_ hereby offer to execute and complete such works and remedy any defects therein in conformity with the said Documents including Addenda thereto for the Total Bid Price of Rs. \_\_\_\_\_ or such other sum as may be ascertained in accordance with the said Documents.

2. We understand that all the schedules attached hereto form part of this Bid.
3. As security for due performance of the undertakings and obligations of this bid, we submit herewith a bid security in the amount of Rs. \_\_\_\_\_ drawn in your favour or made payable to you and valid for a period thirty days (28) days beyond the period of validity of bid.
4. We undertake, if our Bid is accepted, to commence the works and to deliver and complete the whole of the works comprised in the Contract within the time(s) stated in the conditions of contract..
5. We agree to abide by this bid for the period of 120 days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. Unless and until a formal Agreement is prepared and executed, this bid, together with your written acceptance thereof, shall constitute a binding contract between us.
7. We undertake, if our bid is accepted, to execute the performance security referred to in clause 1(iv) of conditions of contract for the due performance of the contract.
8. We understand that you are not bound to accept the lowest or any bid you may receive.
9. We do hereby declare that the bid is made without any collusion, comparison of figures or arrangements with any other person or persons making a bid for the works.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Signature \_\_\_\_\_ in the capacity of \_\_\_\_\_ dully authorized to sign and on behalf of \_\_\_\_\_

(Name of bidder in Block Capital)

(Seal)

Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Witness:

(Signature) \_\_\_\_\_

(Name) \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Occupation \_\_\_\_\_

## Schedule, A,

### SCHEDULE OF PRICES

| Tender No.     | Lot #  | Sr # | Description of Material                | Unit | Total Qty Req: | Unit price FCS basis without sales & other taxes (Rs.) | Total FCS price without sales & other taxes (Rs.) |
|----------------|--------|------|----------------------------------------|------|----------------|--------------------------------------------------------|---------------------------------------------------|
| STG-09/2026-27 | Lot. # | I    | EG 220 Type tower                      | Nos. | 7              |                                                        |                                                   |
|                |        | ii.  | 4M Leg Extension for EG 220 Type Tower | Nos. | 3              |                                                        |                                                   |
|                |        | iii. | 8M Leg Extension for EG 220 Type Tower | Nos. | 4              |                                                        |                                                   |
|                | Total  |      |                                        |      |                |                                                        |                                                   |
| 18% GST        |        |      |                                        |      |                |                                                        |                                                   |
| Grand total    |        |      |                                        |      |                |                                                        |                                                   |

**Note:** Price Quoted on E-PADs is deemed inclusive of all statutory taxes including GST.

Seal & Signature of Bidder

SCHEDULE OF DELIVERIES

120 days subject to re-consideration at the time of issuance of P.O in accordance with field formation requirement.

**Note:** Delivery period will be reckoned from the date of issuance of Purchase Order.

Seal & Signature of Bidder



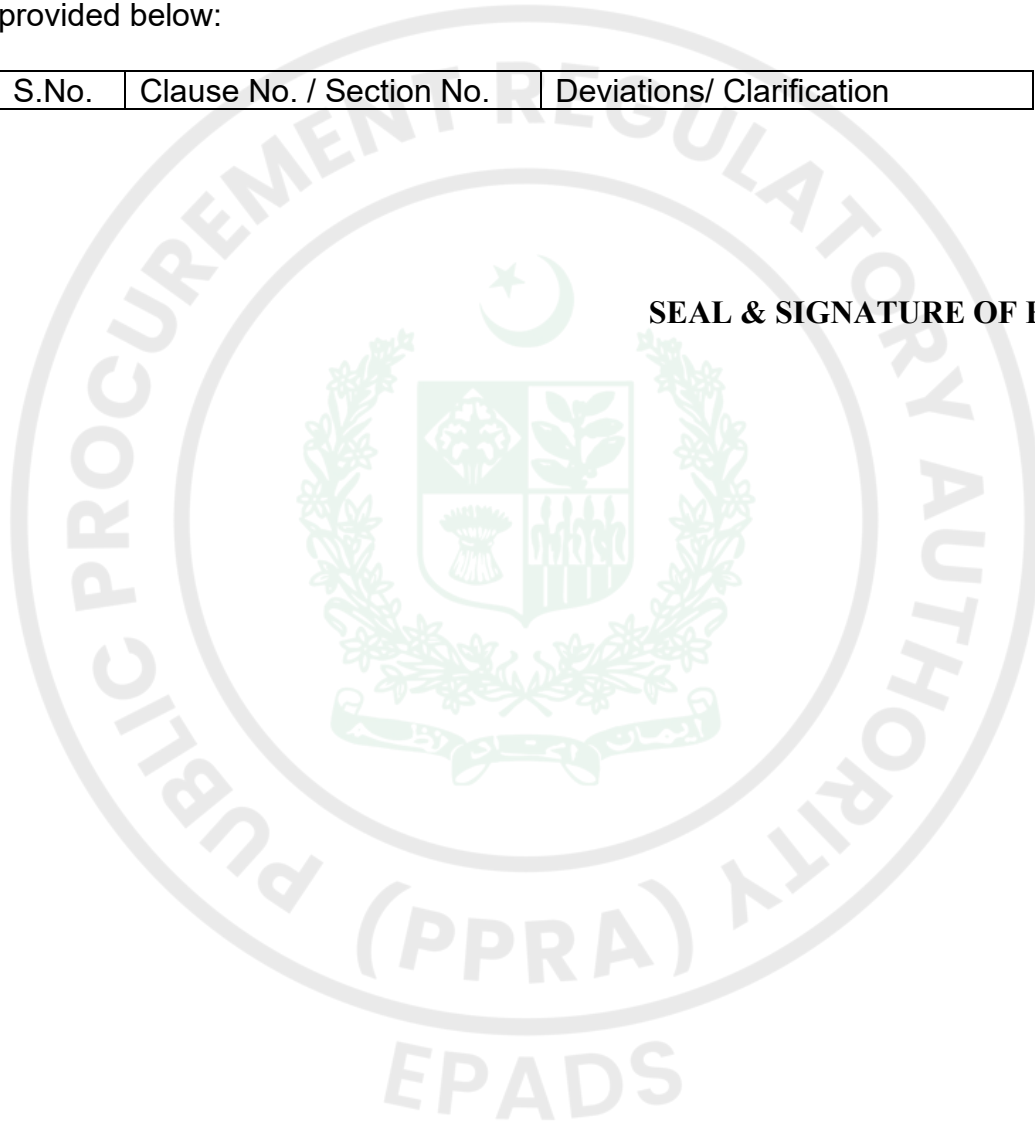
Schedule , C,

**DEVIATIONS FROM TECHNICAL  
SPECIFICATIONS**

It is presumed that the bidder shall not take any deviation. However, if he intends to take deviations to the specified terms, those must be listed in the space provided below:

| S.No. | Clause No. / Section No. | Deviations/ Clarification |
|-------|--------------------------|---------------------------|
|-------|--------------------------|---------------------------|

**SEAL & SIGNATURE OF BIDDER**



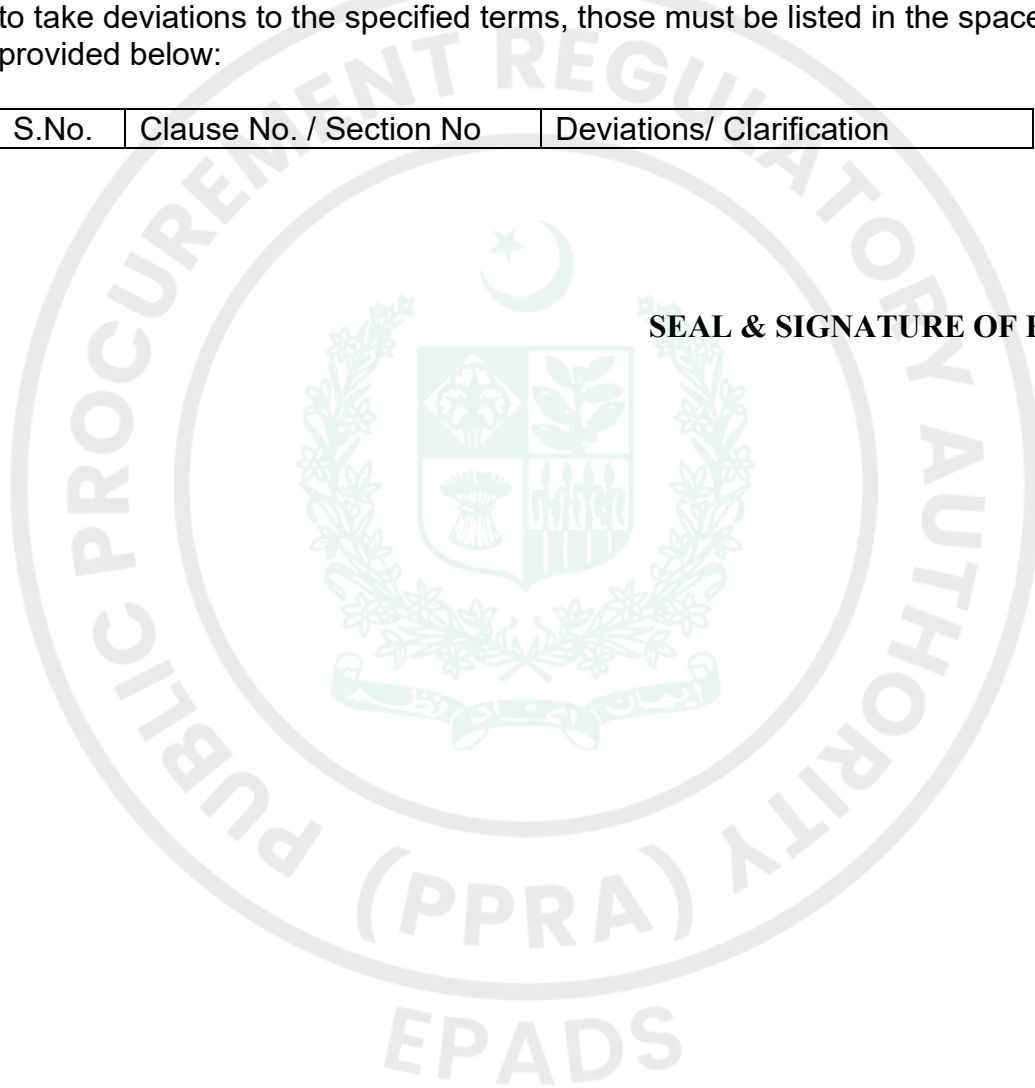
**Schedule , D,**

**DEVIATIONS FROM CONTRACTUAL  
CONDITIONS**

It is presumed that the bidder shall not take any deviation. However, if he intends to take deviations to the specified terms, those must be listed in the space provided below:

| S.No. | Clause No. / Section No | Deviations/ Clarification |
|-------|-------------------------|---------------------------|
|-------|-------------------------|---------------------------|

**SEAL & SIGNATURE OF BIDDER**



## Schedule-E

### **SCHEDULE OF QUALIFICATION OF BIDDER**

- NOTES: 1) Please supply the following information with the bid separately and indicate herein its references where this information is available.
- 2) Non submission of the required information may result in rejection of the bid.

| SR.<br>NO. | INFORMATION TO BE SUPPLIED                                                                                                                                                                                                                                                                                                                                                                                                                                        | BID<br>REFERENCES |
|------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| 1.         | Name of bidder, business address and country of incorporation.                                                                                                                                                                                                                                                                                                                                                                                                    |                   |
| 2.         | Type of firm whether individual owned, partnership, corporation or Joint Venture and the names of its owners or partners.                                                                                                                                                                                                                                                                                                                                         |                   |
| 3.         | Annual report or qualification statement giving general description of the firm, sort and loss of business carried out, balance sheet, profile and loss statement turn over and business done by the firm, duly authenticated.                                                                                                                                                                                                                                    |                   |
| 4.         | Location and address of manufacturing facilities.                                                                                                                                                                                                                                                                                                                                                                                                                 |                   |
| 5.         | Full description of factories owned and the annual manufacturing capacities of the various items made therein.                                                                                                                                                                                                                                                                                                                                                    |                   |
| 6.         | Details of the factory or factories where the offered equipment is proposed to be manufactured. This description should include the facilities and capacities of the particular factories and the processes used in manufacturing. Where parts or components are purchased outside. The details of equipment purchased and the name of the suppliers.                                                                                                             |                   |
| 7.         | Detailed description of the quality control, testing and research facilities. If the equipment is manufactured under license, the name of the licensor and details of the licensing arrangement such as the duration of the license. The facilities provided to the bidders by the licensor and whether future improvements are available or not etc. A copy of the license agreement may be attached alongwith copies of amendments/addenda, if any to the same. |                   |
| 8.         | Names, qualifications and experience of the principal technical personnel, (Attach additional sheets, if required).                                                                                                                                                                                                                                                                                                                                               |                   |
| 9.         | The time since the manufacturer has been in this business and the time since he has been doing work of similar nature.                                                                                                                                                                                                                                                                                                                                            |                   |
| 10.        | The time since the particular model of equipment offered has been manufactured and the time for which it has been in service.                                                                                                                                                                                                                                                                                                                                     |                   |
| 11.        | Reference lists of similar works done by the bidders in his country and abroad indicating the name of customer, description and quality of product, year of supply and the approximate value (Attach additional sheets if required).                                                                                                                                                                                                                              |                   |
| 12.        | Banking reference, Name of Banks and addresses may be given to whom references regarding finance at capability of the bidder may be made.                                                                                                                                                                                                                                                                                                                         |                   |

**NOTE:** Bidders are advised to respond fully to above questions to satisfy requirements of clause 11 of section-II. Failure to provide adequate information may render bid non-responsive.

**SEAL & SIGNATURE OF BIDDER**



## Schedule , F,

### (INTEGRITY PACT )

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

Contract No. \_\_\_\_\_ Dated \_\_\_\_\_

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

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

..... hereby declare that it has not obtained or induced the procurement of any contract, right, interest, privilege, or other obligation or benefit from govt of Pakistan (GoP) or any administrative Sub Division or agency thereof or any other entity owned or controlled by GoP through any corrupt business practice.

With out limiting the generality of the foregoing ,..... represent or warrant that it has fully declared the brokerage, commission, fees etc paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, Director, promotor, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

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

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

Notwithstanding any rights and remedies exercised by GoP in this regard, ..... 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 ..... as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatever form from GoP/

Name of Buyer:..... Name of Seller/Supplier.....

Signature..... Signature.....

[Seal]

[Seal]

## Financial Situation

Each Applicant or member of a JV must fill in this form

| Financial Data for Previous 3 Years [PkR Equivalent] |         |         |
|------------------------------------------------------|---------|---------|
| Year 1:                                              | Year 2: | Year 3: |

### Information from Balance Sheet

|                     |  |  |  |
|---------------------|--|--|--|
| Total Assets        |  |  |  |
| Total Liabilities   |  |  |  |
| Net Worth           |  |  |  |
| Current Assets      |  |  |  |
| Current Liabilities |  |  |  |
| Total Debt          |  |  |  |
| Receivables         |  |  |  |
| Inventories in Head |  |  |  |

### Information from income statement

|                       |  |  |  |
|-----------------------|--|--|--|
| Total Revenues/ Sales |  |  |  |
| Profit Before Taxes   |  |  |  |
| Profit After Taxes    |  |  |  |
| Interest Charges Paid |  |  |  |

- ☐ Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last three years, as indicated above, complying with the following conditions;
- All such documents reflect the financial situation of the Applicant or partner to a JV, and not sister or parent companies.
  - Historic financial statements must be audited by a certified accountant.

- Historic financial statements must be complete, including all notes to the financial statements.
- Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

## Average Annual Turnover

**Each Bidder or member of a JV must fill in this form**

The information supplied should be the Annual Turnover of the Bidder or each member of a JV in terms of the amounts billed to clients for each year for Contracts/Orders in progress or completed, converted to Pak Rupees at the rate of exchange at the end of the period reported.

| Annual Turnover Data for the Last 3 Years |                                    |                       |                          |
|-------------------------------------------|------------------------------------|-----------------------|--------------------------|
| Year                                      | Amount Currency<br>Pkr. in Million | Exchange Rate<br>(NA) | Pak Rupees<br>Equivalent |
|                                           |                                    |                       |                          |
|                                           |                                    |                       |                          |
|                                           |                                    |                       |                          |
| Average Annual Turnover                   |                                    |                       |                          |

## 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 orders cash flow demands of the subject contract or contracts as indicated in Qualification Criteria

| Financial Resources |                                                             |                         |
|---------------------|-------------------------------------------------------------|-------------------------|
| No.                 | Source of financing (Supporting documents must be attached) | Amount (PkR in Million) |
|                     |                                                             |                         |
|                     |                                                             |                         |
|                     |                                                             |                         |
|                     |                                                             |                         |
|                     |                                                             |                         |
|                     |                                                             |                         |
|                     |                                                             |                         |

## FORM OF TENDER SECURITY (Bank Guarantee)

Guarantee No. \_\_\_\_\_

Executed on \_\_\_\_\_

Expiry Date \_\_\_\_\_

Letter by the Guarantor to the Purchaser Employer

Name of Guarantor (Bank) with address: \_\_\_\_\_

Name of Principal (Tenderer) with address: \_\_\_\_\_

Penal Sum of Security (express in words and figures): \_\_\_\_\_

Tender Reference No. \_\_\_\_\_ Date of Tender \_\_\_\_\_

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying "Bid numbered dated as above for \_\_\_\_\_ (Particulars of Tender) to the said Purchaser/ Employer; and WHEREAS, the Purchaser / Employer has required as a condition for considering said Bid that the Principal furnish a Bid Security in the above said sum to the Purchaser, conditioned as under:

- (1) that the Tender Security shall remain valid for a period 120 days + 28 days
- (2) that in the event of;
  - a) the Tenderer withdraws his Tender during the period of validity of Tender, or
  - b) the Tenderer does not accept the correction of his Tender Price.
  - c) failure of the successful tender to
    - i) furnish the required Performance Security.
    - ii) sign the proposed Contract Agreement/ Acceptance of P.O,

then the entire sum be paid immediately to the said Purchaser as Liquidated Damages and not as penalty for the successful Bidder failure to perform.

NOW THEREFORE, if the successful Bidder shall, within the period specified therefore, on the prescribed form presented to him for signature enter into a formal contract with the said Employer/ Purchaser in accordance with his tender as accepted and furnish within fourteen (14) days of his being requested to do so a Performance Security with good and sufficient surety, as may be required, upon the Form prescribed by the said Employer/Purchaser for the faithful performance and proper fulfillment of the said contract or in the event of non withdrawal of the said Bid within the time specified for its validity then this obligation shall be void and of no effect but otherwise to remain in full force and effect.

PROVIDED THAT the Guarantor shall forthwith pay to the Purchaser/ Employer the said sum stated above upon first written demand of the Purchaser! Employer without cavil or argument and without requiring the Purchaser / Employer to prove or to show grounds or

reasons for such demand notice of which shall be sent by the Purchaser / Employer by registered post duly addressed to the Guarantor at its address given above.

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

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

\_\_\_\_\_  
Witness: 1. Signature \_\_\_\_\_ (Guarantor (Bank))  
2. Name. \_\_\_\_\_  
3. Title. \_\_\_\_\_  
1. \_\_\_\_\_  
(Corporate Secretary (Seal))  
2. \_\_\_\_\_  
(Name, Title & Address) (Seal) \_\_\_\_\_ (Corporate Guarantor) (Seal)

## **FORM OF PERFORMANCE SECURITY (Bank Guarantee)**

Guarantee No. \_\_\_\_\_

Executed on \_\_\_\_\_

Expiry Date \_\_\_\_\_

Letter by the Guarantor to the Purchaser / Employer.

Name of Guarantor (Bank) with address \_\_\_\_\_

Name of Principal (Tenderer) with address: \_\_\_\_\_

Penal Sum of Security (express in words and figures): \_\_\_\_\_

Contract No. \_\_\_\_\_

Date \_\_\_\_\_

Letter of Acceptance No. \_\_\_\_\_

Date \_\_\_\_\_

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has accepted the Purchaser's/Employer's above said Letter of Acceptance for \_\_\_\_\_ (name of Contract) for the \_\_\_\_\_ (Name of Project)

NOW WHEREAS, if the Principal (Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the Said Documents and any extensions thereof that may be granted by the Purchaser/ Employer, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of said documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be null and void; otherwise to remain in full force and effect till \_\_\_\_\_ (Date).

Our total liability under this Guarantee is limited to the sum stated above and it is a condition of any liability attaching to us under this Guarantee that the claim for payment in writing shall be received by us within the validity period of this Guarantee, failing which we shall be discharged of our liability, if any, under this Guarantee.

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

PROVIDED ALSO THAT the Purchaser/ Employer shall be the sole and final judge for deciding whether the Principal (Contractor) has duly performed his obligation under the

Contract or has defaulted in fulfilling said obligations and the Guarantor shall pay without objection any sum or sums up to the amount stated above upon first written demand from the Purchaser/ Employer forthwith and without any reference to the Principal or any other person.

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

\_\_\_\_\_  
(Guarantor (Bank))

Witness:

1. Signature

2. Name.

3. Title.

1.

\_\_\_\_\_  
(Corporate Secretary (Seal))

2.

\_\_\_\_\_  
(Name, Title & Address) (Seal)  
Guarantor) (Seal)

\_\_\_\_\_  
(Corporate

## Annex-I of PPRA SRO 592

### Beneficial Ownership Declaration Performa

Declaration of Ultimate Beneficial Owners Information for Public Procurement Contacts.

1. Name:\_\_\_\_\_
2. Father's Name / Spouse's Name\_\_\_\_\_
3. CNIC/NICOP/Passport No.\_\_\_\_\_
4. Nationality\_\_\_\_\_
5. Residential Address\_\_\_\_\_
6. Email Address\_\_\_\_\_
7. Date on which shareholding, control or interest acquired in the business.  
\_\_\_\_\_
8. In case of indirect shareholding, control or interest being exercised through intermediary companies, entries or other legal persons or legal arrangements in the chain of ownership or control, following additional particulars to be provided.

| 1    | 2                                                                                                                                                                                                           | 3                                     | 4                             | 5                | 6       | 7             | 8                                                                                                                   | 9                                                                                                                           | 10                                                                                                              |
|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|-------------------------------|------------------|---------|---------------|---------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------|
| Name | Legal form<br>(company/Limited<br>Liability Partnership/<br>Association of<br>Persons/Single<br>Member<br>Company/Partnership<br>Firm/Trust/ Any<br>other individual, body<br>corporate (to be<br>specified | Date of<br>Incorporation/registration | Name of Registering Authority | Business Address | Country | Email Address | Percentage of<br>shareholding,<br>control or<br>interest of BO<br>in the legal<br>person or<br>legal<br>arrangement | Percentage of<br>shareholding,<br>control or<br>interest of<br>legal person<br>or legal<br>arrangement<br>in the<br>Company | Identify of<br>natural<br>person who<br>ultimate<br>owns or<br>control the<br>legal person<br>or<br>arrangement |
|      |                                                                                                                                                                                                             |                                       |                               |                  |         |               |                                                                                                                     |                                                                                                                             |                                                                                                                 |
|      |                                                                                                                                                                                                             |                                       |                               |                  |         |               |                                                                                                                     |                                                                                                                             |                                                                                                                 |

9. Information about Board of Directors (details shall be provided regarding number of shares in the capital of the company as set opposite respective names)

| 1                                   | 2                                             | 3                                 | 4                                                   | 5                           | 6          | 7                                                                                                                   | 8                                                               |
|-------------------------------------|-----------------------------------------------|-----------------------------------|-----------------------------------------------------|-----------------------------|------------|---------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------|
| Name and surname (In Block Letters) | CNIC No. (in case of foreigner, Passport No.) | Father's / Husband's name in full | Current Nationality                                 | Any other Nationality (ies) | Occupation | Residential Address in full or the registered/ principal office address for a subscribers other than natural person | Number of shares taken by cash subscriber (in figure and words) |
|                                     |                                               |                                   |                                                     |                             |            |                                                                                                                     |                                                                 |
|                                     |                                               |                                   |                                                     |                             |            |                                                                                                                     |                                                                 |
|                                     |                                               |                                   |                                                     |                             |            |                                                                                                                     |                                                                 |
|                                     |                                               |                                   | Total number of shares taken (in figures and words) |                             |            |                                                                                                                     |                                                                 |

10. Any other information incidental to or relevant to Beneficial Owner(s).

[Additional page may be added if required]

Name and Signature  
(Person authorized to issue notice on behalf of the company)

## 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<br>in<br>(currency)                | Historic information for previous [insert number] years,<br>[insert in words]<br>(amount in currency, currency, exchange rate*, PKR<br>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<br>Activities                           |                                                                                                                                                    |        |        |  |  |

\* Refer ITA 14 for the exchange rate

### 3. Financial documents

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

- (a) reflect the financial situation of the Applicant or in case of JV member, and not an affiliated entity (such as parent company or group member).
  - (b) be independently audited or certified in accordance with local legislation.
  - (c) be complete, including all notes to the financial statements.
  - (d) correspond to accounting periods already completed and audited.
- ☐ Attached are copies of financial statements<sup>1</sup> for the [number] years required above; and complying with the requirements.

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<sup>1</sup> 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<br>Currency                           | Exchange rate*<br>(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.