

ISLAMABAD ELECTRIC SUPPLY COMPANY LIMITED



(TENDER NO. IESCO/PMU/CIVIL/NCB-210/2025-26)

BIDDING DOCUMENT ON ITEM RATE BASIS/WCSR-2022

PROCUREMENT OF

**CONSTRUCTION OF THREE (03) NO WAREHOUSES (SIZE 120X60) AT IESCO
REGIONAL STORE NEW WAH INCLUDED IN IESCO 7TH STG BUDGET FOR FY
2025-26 UNDER IESCO OWN RESOURCES (ESTIMATED COST = PKR.
119,739,033/-)**

SINGLE STAGE TWO ENVELOPE BIDDING PROCEDURE

Date of Opening: 06th August, 2025

Name of Firm: _____

**Tender Form
Issuing Authority:** _____

Chief Engineer (Development)

Project Management Unit

IESCO Street No. 40, Sector G-7/4, Islamabad, Pakistan

(TENDER NO. IESCO/PMU/CIVIL/NCB-210/2025-26)

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INVITATION FOR BIDS

INVITATION FOR BIDS (IFB) USING E-PADS

(TENDER NO. IESCO/PMU/CIVIL/NCB-210/2025-26)

1. IESCO invites **E-Bids** from the contractors Registered with Pakistan Engineering Council and renewed for the year 2025-26 along with up-to-date registration in Provincial Revenue Authority for the purpose of Sales Tax on services & Islamabad Capital Territory (ICT) (whichever is applicable) on **National Competitive Bidding (NCB)** basis under Single Stage - Two Envelope (SSTE) Bidding Procedure in accordance with Provisions of PPRA Rules-2004 amended up to date.

CONSTRUCTION OF THREE (03) NO WAREHOUSES (SIZE 120X60) AT IESCO REGIONAL STORE NEW WAH INCLUDED IN IESCO 7TH STG BUDGET FOR FY 2025-26 UNDER IESCO OWN RESOURCES (ESTIMATED COST = PKR. 119,739,033/-)

ELIGIBILITY:

2. This Invitation for Bids is open to all Bidders meeting the following requirements:
- Pakistan Engineering Council Registration renewed for the year 2025-26 with having **Category C-4** Specialization Code of **CE-10** along with up-to-date registration in Provincial Revenue Authority for the purpose of Sales Tax on services & Islamabad Capital Territory (ICT) (whichever is applicable). In case of JV, all partners of JV must have to comply with the requirement of PEC as stated thereto.
 - The bidder/JV must have to demonstrate at least five years' experience in the field of construction as per registration categories of PEC.
 - A Bidder/JV must be a natural person, private entity, or government-owned enterprise or any combination who is active tax payer.
 - The bidder/JV shall have to furnish income tax returns for last three years duly verified by FBR.
 - Bidder / JV must demonstrate at least two (02) No. of contracts that have been successfully completed within last Ten (10) years similar to the proposed work. The aggregate value of Contract Agreements / Work Orders will be equal to **Rs. 119 Million**. However, none of the work order should be less than **30% of Rs. 119 Million**. For the purpose, the bidder/JV shall provide relevant Work Order / Contract Agreement & Completion Certificates etc. The Bidder(s) /JV (s) must also demonstrate satisfactory performance of previous completed works.
 - The Bidder/JV shall demonstrate at least the following financial criteria for last three (03) years duly verified from audited financial statements from reputable chartered accountancy firms.

Description	Million Rs.
Aggregate net worth for last three years (with no negative net worth in any of the last three years)	48
Average Annual Turn Over (AATO)	364
Financial Resources/Cash Flow	119

Terms & Conditions:

3. Only E-bids are accepted. All the interested bidders are advised to apply through **E-Pak Acquisition & Disposal System (E-PADS)** portal online <http://www.eprocure.gov.pk>
4. The completion period of the project is **180 days**.
5. National Competitive Bidding (NCB) will be conducted in accordance with Single-Stage, Two-Envelope (SSTE) method.
6. A complete set of bidding document downloaded by interested bidders from **E-PADS**. Interested bidders are directed to upload all the mandatory documents mentioned in the Tender/ Bidding Document on EPADS portal
7. Bidders shall submit **Rs.3,592,171 /- as Bid Security** in the shape of Bank Guarantee/CDR/Bank Draft from any scheduled bank for this tender in favor of Chief Engineer (Development) IESCO, Islamabad uploaded on E-PADS & original shall be submitted in the office of undersigned on the day of bid opening. Bid security shall be valid **for 28 days** beyond bid validity and bid shall be valid for **90 days**.
8. Bids will be opened on **06.08.2025 at 1130 Hours** in the office of Chief Engineer (Development) IESCO Headquarters Street No.40, Sector G-7/4 Islamabad on the same date in the presence of participants or their authorized representatives (bearing authority letters)
9. In case of unforeseen holiday announced/unannounced by the Government, the tender will be opened on next working day at the same time and venue.
10. In case of fake/ false information/ documents uploaded by the bidders on E-PADS, IESCO Mechanism for Blacklisting of Supply/contractor/consultant/Manufacturer shall prevail during bidding and contract execution period. [https:// iesco.com.pk/images/downloads/Final-SOP-for-Blacklisting-Original-27-12-2019.pdf](https://iesco.com.pk/images/downloads/Final-SOP-for-Blacklisting-Original-27-12-2019.pdf)
11. This advertisement is also available on Public Procurement Regulatory Authority (PPRA) www.ppra.org.pk & IESCO www.iesco.com.pk websites.
12. IESCO reserves the right to reject the bids as per Rule-33 (1) of PPRA Rules-2004 (amended to date)

Chief Engineer (Development),
IESCO Headquarters, Street # 40,
Sector G-7/4, Islamabad
Phone No. +92-51-2378045
Fax No.+92-51-9252345
Email: iescopmu@iesco.com.pk

Section-I
INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS (ITB)

A. GENERAL

ITB.1 Scope of Bid

- 2.1 The Employer as defined in the Bidding Data hereinafter called “the Employer” wishes to receive bids for the construction and completion of works as described in these Bidding Documents, and summarized in the Bidding Data hereinafter referred to as the “Works”.
- 2.2 Bidding Data means an integral part of ITB that is used to reflect specific condition to supplement but not to over write the provision of ITB.
- 2.3 The successful bidder will be expected to complete the Works within the time specified in Appendix-A to Bid.

ITB.2 Source of Funds

- 2.1 Project Management Unit received funds under IESCO 7th STG Budget for FY-2025-26 (IESCO Own Resources) and intends to spend portion of funds for Construction of three (03) No Warehouses (Size 120x60) at IESCO Regional Store New Wah.

ITB.2.2 Corrupt practice

“Corrupt and fraudulent practices” includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the supplier or contractor in the procurement process or in contract execution to the detriment of the procuring agencies; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty;

ITB.2.3 Black listing

If any bidder involve in any corrupt practice as mentioned in above or any other activity which subsequently impact execution of contract then Employer will impose remedial actions on a firm or an individual, at any time, in accordance with **IESCO Standard Operative Procedure for Mechanism of Blacklisting** and Integrity declaration (both as amended from time to time), including declaring ineligible, either indefinitely or for a stated period of time, to participate in bidding process in all over the country at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations

ITB. 2.4 Conflict of interest

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 be in a conflict of interest with one or more parties in the bidding process if any of, including but not limited to, the following apply:

- a) they have controlling shareholders in common; or
- b) they receive or have received any direct or indirect subsidy from any of them; or
- c) they have the same legal representative for purposes of this bid; or
- d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to material information about or improperly influence the bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
- e) a Bidder participates in more than one bid in this bidding process, either individually or as a partner in a joint venture, this will result in the disqualification of all Bids in which it is involved. However, subject to any finding of a conflict of interest in terms of ITB 2.4(a)–(d) above, this does not limit the participation of a Bidder as a Subcontractor in another Bid or of a firm as a Subcontractor in more than one Bid; or
- f) a Bidder or any affiliated entity, participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the Bid; or
- g) a Bidder was affiliated with a firm or entity that has been hired (or is proposed to

ITB.3 Eligibility, Qualification and Experience criteria

Factor	3.1 Eligibility					
Sub-Factor	Criteria					Documentation Required
	Requirement	Single Entity	Bidder			
			Joint Venture			
			All partners Combined	Each partner	At least one partner	
3.1.1 Nationality	Pakistan	Must meet requirement	Existing or intended JV must meet requirement	Must meet requirement	N / A	Form ELI –1.1 and 1.2, with attachments
3.1.2 Conflict of Interest	No- conflicts of interests as described in ITB 2.4.	Must meet requirement	Existing or intended JV must meet requirement	Must meet requirement	N / A	Letter of Bid
3.1.3 Government Owned Entity	Compliance with conditions of ITB 4.2	Must meet requirement	Must meet requirement	Must meet requirement	N / A	Form ELI –1.1 and 1.2, with attachments
3.1.4 PEC Registration	Renewed for the year 2025-26 with at least Category C-4 having Specialization Code of CE-10 along with up-to-date registration in Provincial Revenue Authority for the purpose of Sales Tax on services & Islamabad Capital Territory (ICT) (whichever is applicable). In case of JV, all partners of JV must have to comply with the requirement of PEC as stated thereto.	Must meet requirement	N / A	Must meet requirement	N / A	PEC Registration License, Registration in Provincial Revenue Authority for the purpose of Sales Tax on services & Islamabad Capital Territory (ICT) (whichever is applicable) to be attached

Factor	3.2 Historical Contract Non-Performance					
Sub-Factor	Criteria					Documentation Required
	Requirement	Bidder				
		Single Entity	Joint Venture			
	All partners combined		Each partner	At least one partner		
3.2.1 History of non-performing contracts	Non-performance of a contract may not have occurred within the last <u>Five (5) years</u> prior to the deadline for application submission, based on all information on fully settled disputes or litigation.	Must meet requirement by itself	N / A	Must meet requirement by itself	N / A	Form CON – 2
3.2.2 Pending Litigation	All pending litigation shall in total not represent more than Ten percent (10%) of the Bidder’s net worth and shall be treated as resolved against the Bidder.	Must meet requirement by itself	N / A	Must meet requirement by itself	N / A	Form CON – 2
3.2.3 Blacklisted or debarred firm	Bidder/JV should not be blacklisted or recommended for blacklisting from any procuring agency.	Must meet requirement by itself	N / A	Must meet requirement by itself	N / A	Bidder/each partner of JV must undertake
3.2.4 Confirmation of IESCO Mechanism for blacklisting	Each partner must either confirm IESCO blacklisting mechanism or provide commentary for non-acceptance of mechanism	Must meet requirement by itself	N / A	Must meet requirement by itself	N / A	Bidder/each partner of JV must undertake by itself

Factor	3.3 Financial Situation					
Sub-Factor	Criteria					Documentation Required
	Requirement	Bidder				
		Single Entity	Joint Venture,			
	All partners combined		Lead partner	Each partner		
3.3.1 Historical Financial Performance	Submission of audited balance sheets acceptable to the Employer, for the <u>last Three [3] years</u> to demonstrate the current soundness of the bidder’s financial position and its prospective long-term profitability. As a minimum a bidder’s net worth calculated as the difference between total assets and total liabilities should be aggregated amount of Rs. 48 Million for last three years, with no negative net worth in these three years.	Must meet requirement	N / A	Must meet requirement	Must meet requirement	Form FIN – 3.1 with attachments
3.3.2. Average Annual Turnover	Minimum average annual turnover, calculated as total certified payments received for contracts in progress or completed, within the last Three (3) years be as follows: <u>Rs. 364 Million</u>	Must meet requirement	N/A	Must meet sixty Percent (60%) of the requirement	Each partner Must meet forty percent (40%) of the requirement	Form FIN –3.2

Factor	3.3 Financial Situation					
Sub-Factor	Criteria					Documentation Required
	Requirement	Bidder				
		Single Entity	Joint Venture,			
			All partners combined	Lead partner	Each partner	
3.3.3. Cash or Cash Equivalent	(i) The cash flow and financial requirements of the contract in the amount of his bid (ii) proposed sources of financing, working capital, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract as indicated (iii) Amount of Rs. 119 Million as un-availed credit line based upon renewed facility letter or fresh firm commitment having validity period exceeding the project period being bided.	Must meet requirement	Must meet requirement	Must meet Sixty Percent (60%) of the requirement	Each partner of JV Must meet forty percent (40%) of the requirement	Form FIN –3.3

Factor	3.4 Experience					
Sub-Factor	Criteria				Documentation Required	
	Requirement	Bidder				
		Single Entity	Joint Venture, Consortium or Association			
	All partners combined		Each partner	At least one partner		
3.4.1 General Experience	Experience under construction contracts in the role of contractor for at least last <u>Five [5] years</u> prior to the applications submission deadline since registration from PEC	Must meet requirement	N / A	Must meet requirement	N / A	Form EXP-4.1
3.4.2 Specific Experience	Bidder/JV must demonstrate at least two (02) No. of contracts that have been successfully completed within last ten (10) years similar to proposed work. The aggregate value of both Contract Agreement/Work Orders will be equal to Rs. 39 Million . However, none of the work order should be less than 30% of Rs. 39 Million . For the purpose, the bidder/JV shall provide relevant Work Order/Contract Agreement & Completion certificates etc. and must also demonstrate satisfactory performance of previous completed works. Similarity of work Bidder's participation shall be based on construction of concrete sheds, multistorey buildings, high rise buildings.	Must meet requirement	Must meet requirements for all characteristics	N / A	Must meet requirement for one characteristic	Form EXP 2.4.2(a)

3.5 Personnel

The bidder/JV must demonstrate that it will have the personnel for the key position that meet the following requirement for each tender:

Sr. No	Position	No	Total Experience (Year)	Experience in Similar work (Year)
1	Project Manager	01	10	5
2	Site (Electrical Engineer)	01	8	4
3	Site (Civil Engineer)	01	8	4
4	Surveyor	01	5	3
5	Skilled Labor	10	5	5

- 3.5.1 Site (Electrical and Civil Engineer) must be same as mentioned in the PEC registration and must working with bidder for last three years. Both Site Engineers must have demonstrated two successful executions of similar project as site engineer.
- 3.5.2 Engineers must always be available during execution of works to ensure quality of work and avoid incompatibility with design and site requirement.
- 3.5.3 It is mandatory requirement and will ascertain during evaluation, in case of failure, bidder shall be declared non responsive.

3.6 Equipment

The bidder must demonstrate that it will have access to the key equipment listed hereafter:

Sr.	Civil Works Tools & Equipment	Quantity
1	Concrete Mixers large size	01 No
2.	Surveying Instrument Level Theodolite	01 No Each
3	Speedy Moisture Testing Equipment	01 No
4	Concrete Vibrator Electric	02 No
5	Concrete Testing Machine and related equipment	01 No
6	Road Roller, Excavator etc	01 No Each
7	Other miscellaneous items	01 Lot

Bidder must demonstrate above equipment in its bids and provide details as per prescribed formats and will also verify as and when required. In case of disinformation regarding above equipment, bidder shall be treated under blacklisting policy.

ITB.4 One Bid per Bidder

- 4.1 Each bidder shall submit only one bid. A bidder who submits or participates in more than one bid (other than alternatives pursuant to Clause ITB.16) will be disqualified.
- 4.2 Government-owned enterprises in the Employer's country shall be eligible only if they can establish that they are legally and financially autonomous and operate under commercial law, and that they are not a dependent agency of the Employer.

ITB.5 Cost of Bidding

- 5.1 The bidders shall bear all costs associated with the preparation and submission of their respective bids and the Employer will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

ITB.6 Site Visit

- 6.1 The bidders are advised to visit and examine the Site of Works and its surroundings and obtain for themselves on their own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. All cost in this respect shall be at the bidder's own expense.
- 6.2 The bidders and any of their personnel or agents will be granted permission by the Employer to enter upon his premises and lands for the purpose of such inspection, but only upon the express condition that the bidders, their personnel and agents, will release and indemnify the Employer, his personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of such inspection.

B. BIDDING DOCUMENTS

ITB.7 Contents of Bidding Documents

- 7.1 The Bidding Documents, except invitation for bids (which is not part of bidding document), are those stated below and should be read in conjunction with any Addenda issued in accordance with Clause ITB.9.
1. Instructions to Bidders.
 2. Bidding Data.
 3. General Conditions of Contract, Part-I (GCC).
 4. Particular Conditions of Contract, Part-II (PCC).
 5. Specifications – Special Provisions.
 6. Specifications - Technical Provisions.
 7. Form of Bid, Appendices to Bid and FIN Form
 8. Bill of Quantities (Appendix-D to Bid).
 9. Form of Bid Security.
 10. Form of Contract Agreement.
 11. Forms of Performance Security Guarantee/Bond.
 12. Drawings.
 13. IESCO Mechanism for Blacklisting

- 7.2 The bidders are expected to examine carefully the contents of all the above documents. Failure to comply with the requirements of bid submission will be at the Bidder's own risk. Pursuant to Clause ITB.26, bids which are not substantially responsive to the requirements of the Bidding Documents will be rejected.

ITB.8 Clarification of Bidding Documents

- 8.1 Any prospective bidder requiring any clarification (s) in respect of the Bidding Documents may notify the Employer in writing at the Employer's address indicated in the Invitation for Bids. The Employer will respond to any request for clarification which he receives earlier than 03 days prior to the deadline for submission of bids.

Copies of the Employer's response will be forwarded to all purchasers of the Bidding Documents, including a description of the enquiry but without identifying its source.

ITB.9 Amendment of Bidding Documents

- 9.1 At any time prior to the deadline for submission of bids, the Employer may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by issuing addendum.
- 9.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub--Clause 7.1 hereof and shall be communicated in writing to all purchasers of the Bidding Documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the Employer.
- 9.3 To afford prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may extend the deadline for submission of bids in accordance with Clause ITB.20

C. PREPARATION OF BIDS

ITB.10 Language of Bid

- 10.1 The bid and all correspondence and documents related to the bid exchanged by a bidder and the Employer shall be in the bid language stipulated in the Bidding Data and Particular Conditions of Contract. Supporting documents and printed literature furnished by the bidders may be in any other language provided the same are accompanied by an accurate translation of the relevant parts in the bid language, in which case, for purposes of evaluation of the bid, the translation in bid language shall prevail.

ITB.11 Documents Accompanying the Bid

- 11.1 Each bidder shall:
- a. Letter of offer (Technical) as per **FB-1 section-III**
 - b. submits a written power of attorney authorizing the signatory of the bid to act for and on behalf of the bidder;
 - c. updates the information indicated and listed in the Bidding Data and previously submitted with the application for prequalification, and continue to meet the minimum criteria set out in the ITB-3 documents which as a minimum, would include the following:
 - (i) The Bid Security for tender shall be submitted with the Bid in accordance with ITB 15.
 - (ii) Evidence of access to financial resources along with **Average Annual Turnover as per**

ITB-3.3; shall be the bidder's income and expenditure / profit and loss account should show minimum **Average Annual Turnover** for the last three years is equal to the Bid Value of Tender. if a bidder participates in multiple tenders then cumulative Average Annual Turnover shall be calculated

- (iii) Cash Flow/Financial Resources as per ITB-3.3. if a bidder participates in multiple tenders then cumulative Financial Resources shall be calculated
- (iv) List of current commitments as defined in FIN Form
- (vi) Pending litigation information on LIT Form
- (vii) Availability of critical equipment.
- (viii) **Income Tax Returns** for last three years
and
- (c) furnish a technical proposal taking into account the various Appendices to Bid specially the following:

Appendix-E to Bid	Proposed Construction Schedule
Appendix-F to Bid	Method of Performing the Work
Appendix-G to Bid	List of Major Equipment and T&P
Appendix-K to Bid	Organization Chart for Supervisory Staff

 and other pertinent information such as mobilization program etc.;

11.2 Bids submitted by a joint venture of two (2) or more firms shall comply with the following requirements:

- (a) The bid and in case of a successful bid, the Form of Contract Agreement shall be signed so as to be legally binding on all partners;
- (b) one of the joint venture partners shall be nominated as being in charge; and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the joint venture partners;
- (c) the partner-in-charge shall always be duly authorized to deal with the Employer regarding all matters related with and/or incidental to the execution of Works as per the terms and Conditions of Contract and in this regard to incur any and all liabilities, receive instructions, give binding undertakings and receive payments on behalf of the joint venture;
- (d) all partners of the joint venture shall at all times and under all circumstances be liable jointly and severally for the execution of the Contract in accordance with the Contract terms and a statement to this effect shall be included in the authorization mentioned under Sub-Para (b) above as well as in the Form of Bid and in the Form of Contract Agreement (in case of a successful bid); and
- (e) a copy of the agreement entered into by the joint venture partners shall be submitted with the bid stating the conditions under which it will function, its period of duration, the persons authorized to represent and obligate it and which persons will be directly responsible for due performance of the Contract and can give valid receipts on behalf of the joint venture, the proportionate participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. No amendments / modifications whatsoever in the joint venture agreement shall be agreed to between the joint venture partners without prior written consent of the Employer.

- 11.3 Bidders shall also submit proposals of work methods and schedule, in sufficient detail to demonstrate the adequacy of the Bidders' proposals to meet the technical specifications and the completion time referred to in Sub-Clause 1.2 thereof.

ITB.12 Bid Prices

- 12.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole of the Work as described in Sub-Clause 1.1 thereof, based on the unit rates and / or prices submitted by the bidder or %Age value (above or below) of standard approved schedule rates, whichever is specified in bidding data.
- 12.2 The bidders shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by a bidder will not be paid for by the Employer when executed and shall be deemed covered by rates and prices for other items in the Bill of Quantities.
- 12.3 All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to the deadline for submission of bids shall be included in the rates and prices and the total Bid Price submitted by a bidder.
- Additional / reduced duties, taxes and levies due to subsequent additions or changes in legislation shall be reimbursed / deducted as per Sub-Clause 70.2 of the General Conditions of Contract Part-I.
- 12.4 unless otherwise specified in **Bidding data**, the rates and prices quoted by the bidders are subject to adjustment during the performance of the Contract in accordance with the provisions of Clause 70 of the Conditions of Contract. The bidders shall furnish the prescribed information for the price adjustment formulae in Appendix-C to Bid, and shall submit with their bids such other supporting information as required under the said Clause.

ITB.13 Currencies of Bid and Payment

- 13.1 The unit rates and the prices shall be quoted by the bidder entirely in Pak rupees.

ITB.14 Bid Validity

- 14.1 Bids shall remain valid for the period stipulated in the **Bidding Data** after the Date of Bid Opening specified in Clause ITB.23. Bid(s) with shorter bid validity shall be rejected.
- 14.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request that the bidders extend the period of validity for a specified additional period which shall in no case be more than the original bid validity period. The request and the responses thereto shall be made in writing. A bidder may refuse the request without forfeiting his Bid Security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his Bid Security for the period of the extension, and in compliance with Clause ITB.15 in all respects.

ITB.15 Bid Security

- 15.1 Each bidder/JV shall furnish, as part of his bid, a Bid Security in the amount stipulated in the **Bidding Data** in Pak Rupees. Bid security shall be accompanied in the Technical Bid Envelope
- 15.2 The Bid Security shall be, at the option of the bidder, in the form of Deposit at Call or a Bank Guarantee issued by a Scheduled Bank in Pakistan or Demand Draft in favor of the Employer "Chief Engineer Development" IESCO valid for a period 28 days beyond the Bid Validity date.

- 15.3 Any price bid not accompanied by an acceptable Bid Security shall be rejected by the Employer as non-responsive.
- 15.4 The bid securities of unsuccessful bidders will be returned as promptly as possible, but not later than 28 days after the expiration of the period of Bid Validity.
- 15.5 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security and signed the Contract Agreement.
- 15.6 The Bid Security may be forfeited:
- (a) if the bidder withdraws his bid except as provided in Sub-Clause 22.1;
 - (b) if the bidder does not accept the correction of his Bid Price pursuant to Sub-Clause 27.2 hereof; or
 - (c) In the case of successful bidder, if he fails within the specified time limit to:
 - (i) Furnish the required Performance Security; or
 - (ii) Sign the Contract Agreement.

ITB.16 Alternate Proposals by Bidder

- 16.1 As Defined in the Bidding Data, should any bidder consider that he can offer any advantages to the Employer by a modification to the designs, specifications or other conditions, he may, in addition to his bid to be submitted in strict compliance with the Bidding Documents, submit any Alternate Proposal(s) containing (a) relevant design calculations; (b) technical specifications; (c) proposed construction methodology; and (d) any other relevant details / conditions, provided always that the total sum entered on the Form of Bid shall be that which represents complete compliance with the Bidding Documents.
- 16.2 Alternate Proposal(s), if any, of the lowest evaluated responsive bidder only may be considered by the Employer as the basis for the award of Contract to such bidder.

ITB.17 Pre-Bid Meeting

- 17.1 Unless otherwise specified in **bidding data**, the Employer may, on his own motion or at the request of any prospective bidder(s), hold a pre-bid meeting to clarify issues and to answer any questions on matters related to the Bidding Documents. The date, time and venue of pre-bid meeting, if convened, is as stipulated in the Bidding Data. All prospective bidders or their authorized representatives shall be invited to attend such a pre-bid meeting.
- 17.2 The bidders are requested to submit questions, if any, in writing so as to reach the Employer not later than seven (7) days before the proposed pre-bid meeting.
- 17.3 Minutes of the pre-bid meeting, including the text of the questions raised and the replies given, will be transmitted without delay to all purchasers of the Bidding Documents. Any modification of the Bidding Documents listed in Sub-Clause 7.1 hereof which may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause ITB.9 and not through the minutes of the pre-bid meeting.
- 17.4 Absence at the pre-bid meeting will not be a cause for disqualification of a bidder.

ITB.18 Format and Signing of Bid

- 18.1 Bidders are particularly directed that the amount entered on the Form of Bid shall be for performing the Contract strictly in accordance with the Bidding Documents.
- 18.2 All appendices to Bid are to be properly completed and signed.
- 18.3 No alteration is to be not made in the Form(s) of Bid nor in the Appendices thereto except in filling up the blanks as directed. If any such alterations be made or if these instructions be not fully complied with, the bid may be rejected.
- 18.4 Each bidder shall prepare by filling out the forms completely and without alterations one (1) original, specified in the Bidding Data, of the documents comprising the bid as described in Clause ITB.7 and clearly mark them "ORIGINAL" as appropriate. In the event of discrepancy between them, the original shall prevail.
- 18.5 The original bid shall be typed or written in indelible ink (in the case of copies, Photostats are also acceptable) and shall be signed by a person or persons duly authorized to sign on behalf of the bidder pursuant to Sub- Clause 11.1(a) thereof. All pages of the bid shall be initialed and stamped by the person or persons signing the bid.
- 18.6 The bid shall contain no alterations, omissions or additions, except to comply with instructions issued by the Employer, or as are necessary to correct errors made by the bidder, in which case such corrections shall be initiated by the person or persons signing the bid.
- 18.7 Bidders shall indicate in the space provided in the Form of Bid their full and proper addresses at which notices may be legally served on them and to which all correspondence in connection with their bids and the Contract is to be sent.
- 18.8 Bidders should retain a copy of the Bidding Documents as their file copy.

D. SUBMISSION OF BIDS

ITB.19 Sealing and Marking of Bids

- 19.1 Each bidder shall submit his technical and price bids as under:
 - (a) Bidders submitting bids by mail or by hand shall enclose the original and each copy of the Bid, including alternative bids, if permitted in accordance with ITB 16, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL TECHNICAL BID and ORIGINAL PRICE BIDS" and both envelopes are sealed in outer Envelope, similarly for "ALTERNATIVE". These envelopes containing the original and the copies shall then be enclosed in one single envelope.
 - (b) The envelope containing the ORIGINAL will be put in one sealed envelope and addressed / identified as given in Sub- Clause 19.2 thereof.
- 19.2 The inner and outer envelopes shall:
 - (a) be addressed to the Employer at the address provided in the Bidding Data;
 - (b) bear the name and identification number of the contract as defined in the Bidding Data; and

- (c) provide a warning not to open before the time and date for bid opening, as specified in the Bidding Data.
- 19.3 In addition to the identification required in Sub- Clause 19.2 hereof, the inner envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared “late” pursuant to Clause ITB.21
- 19.4 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.
- 19.5 in case of bid is submitted by hand, bidder shall depute an authorized representative who is well conversant with bidding procedure.

ITB.20 Deadline for Submission of Bids

- 20.1
 - (a) Bids must be received by the Employer at the address specified not later than the time and date stipulated in the Bidding Data.
 - (b) Bids with charges payable will not be accepted, nor will arrangements be undertaken to collect the bids from any delivery point other than that specified in Bidding Data. Bidders shall bear all expenses incurred in the preparation and delivery of bids. No claims will be entertained for refund of such expenses.
 - (c) Where delivery of a bid is by mail and the bidder wishes to receive an acknowledgment of receipt of such bid, he shall make a request for such acknowledgment in a separate letter attached to but not included in the sealed bid package.
 - (d) Upon request, acknowledgment of receipt of bids will be provided to those making delivery in person or by messenger.
- 20.2 The Employer may, at his discretion, extend the deadline for submission of bids by issuing an amendment in accordance with Clause ITB.9, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

ITB.21 Late Bids

- 21.1
 - (a) Any bid received by the Employer after the deadline for submission of bids prescribed in Clause ITB.20 will be returned unopened to such bidders.
 - (b) Delays in the mail, delays of person in transit, or delivery of a bid to the wrong office shall not be accepted as an excuse for failure to deliver a bid at the proper place and time. It shall be the bidder’s responsibility to determine the manner in which timely delivery of his bid will be accomplished either in person, by messenger or by mail.

ITB.22 Modification, Substitution and Withdrawal of Bids

- 22.1 Any bidder may modify, substitute or withdraw his bid after bid submission provided that the modification, substitution or written notice of withdrawal is received by the Employer prior to the deadline for submission of bids.

- 22.2 The modification, substitution, or notice for withdrawal of any bid shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause ITB.19 with the outer and inner envelopes additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL” as appropriate.
- 22.3 No bid may be modified by a bidder after the deadline for submission of bids except in accordance with Sub-Clauses 22.1 and 27.2.
- 22.4 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security pursuant to Clause ITB.15.

E. BID OPENING AND EVALUATION

ITB.23 Bid Opening

- 23.1 The Employer shall open the Technical Bids in public at the address, on the date, and time specified in the BDS in the presence of Bidder’s designated representatives and anyone who choose to attend. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB -16, shall be as specified in the BDS. The Price Bids will remain unopened and will be held in custody of the Employer until the specified time of their opening. If the Technical Bid, copy of bid security and the Price Bid are submitted together in one envelope, the Employer may reject the entire Bid.
- 23.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding Bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening.
- 23.3 Second, outer envelopes marked “SUBSTITUTION” shall be opened. The inner envelopes containing the Substitution Technical Bid and/or Substitution Price Bid shall be exchanged for the corresponding envelopes being substituted, which are to be returned to the Bidder unopened. Only the Substitution Technical Bid, if any, shall be opened, read out, and recorded. Substitution Price Bid will remain unopened in accordance with ITB 23.1. No envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.
- 23.4 Next, outer envelopes marked “MODIFICATION” shall be opened. No Technical Bid and/or Price Bid shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of Technical Bids. Only the Technical Bids, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Price Bids, both Original as well as Modification, will remain unopened in accordance with ITB 23.1
- 23.5 All other envelopes holding the Technical Bids shall be opened one at a time, and the following read out and recorded:
 - (a) the name of the Bidder;
 - (b) whether there is a modification or substitution;

- (c) undertaking inclusion of bid security in Price bid envelop
 - (d) any other details as the Employer may consider appropriate.
- 23.6 The Employer shall prepare a record of the opening of Technical Bids that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; and alternative Bids; and the presence or absence of a copy of bid security or undertaking regarding presence of Bid security in Price Bid Envelope, if one was required. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders who submitted Bids on time, and posted online when electronic bidding is permitted.
- 23.7 At the end of the evaluation of the Technical Bids, the Employer will invite bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified for award to attend the opening of the Price Bids. The date, time, and location of the opening of Price Bids will be advised in writing by the Employer. Bidders shall be given reasonable notice of the opening of Price Bids.
- 23.8 The Employer will notify Bidders in writing that have been rejected on the grounds of their Technical Bids being substantially nonresponsive to the requirements of the Bidding Document and return their Price Bids unopened.
- 23.9 The Employer shall conduct the opening of Price Bids of all Bidders who submitted substantially responsive Technical Bids, in the presence of Bidders' representatives who choose to attend at the address, on the date, and time specified by the Employer. The Bidder's representatives who are present shall be requested to sign a register evidencing their attendance.
- 23.10 All envelopes containing Price Bids shall be opened one at a time and the following read out and recorded:
- (a) the name of the Bidder;
 - (b) whether there is a modification or substitution;
 - (c) the Bid Prices, including any discounts and alternative offers; and
 - (d) any other details as the Employer may consider appropriate.
- Only Price Bids, discounts, and alternative offers read out and recorded during the opening of Price Bids shall be considered for evaluation. Unless otherwise specified in the BDS, all pages of the Letter of Price Bid and Price Schedules are to be initialed by at least three representatives of the Employer attending bid the opening. No Bid shall be rejected at the opening of Price Bids.
- 23.11 The Employer shall prepare a record of the opening of Price Bids that shall include, as a minimum: the name of the Bidder, the Bid Price (per lot if applicable), any discounts, and alternative offers. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders who submitted Bids on time, and posted online when electronic bidding is permitted.

ITB.24 Process to be Confidential

- 24.1 Information relating to the examination, clarification, evaluation and comparison of bid and recommendations for the award of a contract shall not be disclosed to bidders or any other person not officially concerned with such process before the announcement of bid evaluation report which shall be done at least ten (10) days prior to issue of Letter of Acceptance. The announcement to all Bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated. Any effort by a bidder to influence the Employer's processing of bids or award decisions may result in the rejection of such bidder's bid. Whereas any bidder feeling aggrieved may lodge a written complaint not later than fifteen (15) days after the announcement of the bid evaluation report or prior to contract agreement signing; however mere fact of lodging a complaint shall not warrant suspension of the procurement process.

ITB.25 Clarification of Bids

- 25.1 To assist in the examination, evaluation and comparison of bids, the Employer may, at his discretion, ask any bidder for clarification of his bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing but no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids in accordance with Clause ITB.28. In case bidder fail to response of clarification within stipulated time, bid shall be considered non responsive.

ITB.26 Examination of Bids and Determination of Responsiveness

- 26.1 Prior to the detailed evaluation of bids, the Employer will determine whether each bid is substantially responsive to the requirements of the Bidding Documents.
- 26.2 A substantially responsive bid is one which (i) meets the eligibility, qualification and experience criteria; (ii) has been properly signed; (iii) is accompanied by the required Bid Security; and (iv) conform to all the terms, conditions and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one (i) which affect in any substantial way the scope, quality or performance of the Works; (ii) which limits in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the bidder's obligations under the Contract; or (iii) adoption/rectification whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids.
- 26.3 If a bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

ITB.27 Correction of Errors

- 27.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic error. Errors will be corrected by the Employer as follows:
- (a) only for unit price contracts, if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price

shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;

- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- (d) if bidder intentional or unintentional mentioned percentage in the Row of Above or Below for WCSR rate as described in Price Schedule and which is inconsistent with total of that WCSR price, percentage mentioned in the Row of Above or Below shall prevail instead of Total.

27.2 The amount stated in the Form of Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and with the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected Bid Price, his Bid will be rejected, and the Bid Security shall be forfeited in accordance with Sub- Clause 15.6 (b) thereof.

ITB.28 Evaluation and Comparison of Bids

28.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with ITB-3 and Clause ITB.26.

28.2 In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:

- (a) making any correction for errors pursuant to Clause IB.27;
- (b) excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities, but including competitively priced Day work; and
- (c) making an appropriate adjustment for any other acceptable variation or deviation
- (d) During the evaluation of bids, the following definitions apply:
 - (I) “Deviation” is a departure from the requirements specified in the Bidding Document;
 - (II) “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and
 - (III) “Omission” is the failure to submit part or all of the information or documentation required in the Bidding Document
- (e) The Employer’s determination of a bid’s technical responsiveness is to be based on the contents of the bid itself, as defined in ITB11.
- (f) A substantially Technical responsive bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that

1. if accepted, would
 - I) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or
 - II) limit in any substantial way, inconsistent with the Bidding Document, the Employer's rights or the Bidder's obligations under the proposed Contract; or
 2. if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.
- (g) The Employer shall examine the technical aspects of the bid submitted in accordance with ITB, Technical Proposal, in particular, to confirm that Employer's Requirements have been met without any material deviation, reservation or omission.
- (h) If a bid is not substantially technical responsive to the requirements of the Bidding Document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission. Price bid envelope shall be returned to bidder un-opened

28.3 Each bidder shall:

- (a) submit a written power of attorney authorizing the signatory of the bid to act for and on behalf of the bidder;
- (b) have Pakistan Engineering Council Certificate renewed for year 2022-23 with respective Category having Specialization Code of CE-10.
- (c) the bid shall be accompanied by a Bid Security in accordance with ITB 15.
- (d) Submission of audited financial statements acceptable to the Employer, for the last "three (3)" years to demonstrate the current soundness of the Bidder's financial position. As a minimum, the Bidder's net worth for the last year, calculated as the difference between total assets and total liabilities should be positive. For the purpose following form shall be submitted:

FIN Form-1 to FIN Form-5

- (e) update the information indicated and listed in the Bidding Data and qualification and experience criteria set forth in ITB-3
- (f) furnish a technical proposal taking into account the various Appendices to Bid specially the following:

Appendix-E to Bid	Proposed Construction Schedule
Appendix-F to Bid	Method of Performing the Work
Appendix-G to Bid	List of Major Equipment and T&P
Appendix-K to Bid	Organization Chart for Supervisory Staff
and other pertinent information such as mobilization program etc.;	

- (g) making any correction for errors pursuant to Clause ITB.27
- (h) making an appropriate adjustment for any other acceptable variation or deviation such as:
 - i) Deviation from completion schedule: if bidder deviates from completion schedule then 0.05% of quoted bid price per day shall be loaded for maximum 30 Days. If the deviation from completion schedule is found to be more than 30 days, bid shall be rejected.
 - ii) Deviation from terms of payment, bid shall be rejected.

- 28.4 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.
- 28.5 If the Bid of the successful bidder is seriously unbalanced in relation to the Employer's estimate of the cost of work to be performed under the Contract, the Employer may require the bidder to produce detailed price analysis for any or all items of the Bill of Quantities to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analysis, the Employer may require that the amount of the Performance Security set forth in Clause ITB.32 be increased at the expense of the successful bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful bidder under the Contract.
- 28.6 Bids submitted by a joint venture of two (2) or more firms shall comply with the following requirements:
- (a) the bid and in case of a successful bid, the Form of Contract Agreement shall be signed so as to be legally binding on all partners;
 - (b) one of the joint venture partners shall be nominated as being in charge; and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the joint venture partners;
 - (c) the partner-in-charge shall always be duly authorized to deal with the Employer regarding all matters related with and/or incidental to the execution of Works as per the terms and Conditions of Contract and in this regard to incur any and all liabilities, receive instructions, give binding undertakings and receive payments on behalf of the joint venture;
 - (d) all partners of the joint venture shall at all times and under all circumstances be liable jointly and severally for the execution of the Contract in accordance with the Contract terms and a statement to this effect shall be included in the authorization mentioned under Sub-Para (b) above as well as in the Form of Bid and in the Form of Contract Agreement (in case of a successful bid); and
 - (e) a copy of the agreement entered into by the joint venture partners shall be submitted with the bid stating the conditions under which it will function, its period of duration, the persons authorized to represent and obligate it and which persons will be directly responsible for due performance of the Contract and can give valid receipts on behalf of the joint venture, the proportionate participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. No amendments / modifications whatsoever in the joint venture agreement shall be agreed to between the joint venture partners without prior written consent of the Employer.
- 28.7 Bidders shall also submit proposals of work methods and schedule, in sufficient detail to demonstrate the adequacy of the Bidders' proposals to meet the technical specifications and the completion time referred to in Sub-Clause 1.2 thereof.

F. AWARD OF CONTRACT

B.29 Award

- 29.1 Subject to Clauses ITB.30 and ITB.34, the Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such bidder has been determined to be eligible in accordance with the provisions of Clause ITB.3 and qualify pursuant to Sub-Clause ITB 29.2.
- 29.2 The Employer, at any stage of the bid evaluation, having creditable reasons for or prima facie evidence of any defect in supplier's or contractor's capacities, may require the suppliers or contractors to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not; Provided that such qualification shall only be laid down after recording reasons therefore in writing. They shall form part of the records of that bid evaluation report.

ITB.30 Employer's Right to accept any Bid and to reject any or all Bids

- 30.1 Notwithstanding Clause ITB.29, the Employer reserves the right to accept or reject any Bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidders or any obligation except that the grounds for rejection of all bids shall upon request be communicated to any bidder who submitted a bid, without justification of grounds. Rejection of all bids shall be notified to all bidders promptly.

ITB.31 Notification of Award

- 31.1 Prior to expiration of the period of bid validity prescribed by the Employer, the Employer will notify the successful bidder in writing ("Letter of Acceptance") that his Bid has been accepted. This letter shall name the sum which the Employer will pay the Contractor in consideration of the execution and completion of the Works by the Contractor as prescribed in the Contract (hereinafter and in the Conditions of Contract called the "Contract Price").
- 31.2 No Negotiation with the bidder having evaluated as lowest responsive or any other bidder shall be permitted.
- 31.3 The notification of award and its acceptance by the bidder will constitute the formation of the Contract, binding the Employer and the bidder till signing of the formal Contract Agreement.
- 31.4 Upon furnishing by the successful bidder of a Performance Security, the Employer will promptly notify the other bidders that their Bids have been unsuccessful and return their bid securities.

ITB.32 Performance Security

- 32.1 The successful bidder shall furnish to the Employer a Performance Security in the form and the amount stipulated in the Bidding Data and the Conditions of Contract within a period of **twenty eight (28) Working days** after the receipt of Letter of Acceptance.

- 32.2 Failure of the successful bidder to comply with the requirements of Sub-Clause ITB.32.1 or Clauses ITB.33 or ITB.35 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

ITB.33 Signing of Contract Agreement

- 33.1 Within three (3) days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Employer will send the successful bidder the Contract Agreement in the form provided in the Bidding Documents, incorporating all agreements between the parties.
- 33.2 The formal Agreement between the Employer and the successful bidder shall be executed within Ten (10) days of the receipt of the Contract Agreement by the successful bidder from the Employer.

ITB.34 General Performance of the Bidders

The Employer reserves the right to obtain information regarding performance of the bidders on their previously awarded contracts/works. The Employer may in case of consistent poor performance of any Bidder as reported by the employers of the previously awarded contracts, inter alia, reject his bid and/or refer the case to the Pakistan Engineering Council (PEC). Upon such reference, PEC in accordance with its rules, procedures and relevant laws of the land take such action as may be deemed appropriate under the circumstances of the case including black listing of such Bidder and debarring him from participation in future bidding for similar works.

ITB.35 Integrity Pact

The Bidder shall sign and stamp the Integrity Pact provided at Appendix-L to Bid in the Bidding Documents for all Federal Government procurement contracts exceeding Rupees ten million. Failure to provide such Integrity Pact shall make the bidder non-responsive.

ITB.36 Instructions not Part of Contract

Bids shall be prepared and submitted in accordance with these Instructions which are provided to assist bidders in preparing their bids.

Section-II

Bidding Data

Bidding Data

1.1 Name and address of the Employer:

Chief Engineer (Development), IESCO Head Office, Street. No. 40, G/7-4, Islamabad

1.1 Name of the Project & Summary of the Works:

Tender ID	Description of Work
PMU/CIVIL/NCB-210/2025-26	CONSTRUCTION OF THREE (03) NO WAREHOUSES (SIZE 120X60) AT IESCO REGIONAL STORE NEW WAH INCLUDED IN IESCO 7TH STG BUDGET FOR FY 2025-26 UNDER IESCO OWN RESOURCES

2.1 Name of the Borrower/Source of Financing/Funding Agency:

IESCO 7th STG Budget under IESCO Own Resources

8.1 Time limit for clarification by the Bidder:

Minimum number of days to seek clarification by the prospective bidder may be 07 days prior to the deadline for submission of bids.

10.1 Bid language:

English

11.1 Furnish Technical Proposal:

A detailed description of the Works, essential technical and performance characteristics, Complete set of technical information, description data, literature and drawings as required in accordance with Schedule B to Bid, Specific Works Data. This will include but not be limited to a sufficient number of drawings, photographs, catalogues, illustrations and such other information as is necessary to illustrate clearly the significant characteristics such as general construction dimensions and other relevant information about the works to be performed.

12.1 Percentage value (above or below) of standard approved schedule rates is applicable. The same percentage is applicable on those item(s) which are missing in price schedule/BOQ but part of WCSR rates. However, Missing item(s) which are not part of WCSR rates, then market rate as per actual shall be considered during currency of contract.

12.4 Price is not adjustable. Price shall remain fixed and firm during currency of contract.

13.1 Bid shall be quoted entirely in Pak. Rupees. The payment shall be made in Pak. Rupees.

14.1 Period of Bid Validity:

The bid validity period shall be **90 days**.

15.1 Amount of Bid Security:

The Bidder shall furnish a bid security issued by scheduled bank of Pakistan on the prescribed format attached with the bidding document. The bid security shall be valid for **twenty-eight (28) days** beyond the original bid validity of the bid or beyond any period of extension (if required).

The amount of bid security shall be: Rs. 3,592,171/-

16.1 Alternative Bid/Proposal

Alternative bid /proposal is not allowed

17.1 Venue, time, and date of the pre-Bid meeting:

No pre-bid meeting shall take place

18.4 Number of copies of the Bid to be completed and returned:

One original and One Copy

19.2(a) Employer's address for the purpose of Bid submission:

Office of Chief Engineer (Development) IESCO, Islamabad

19.2(b) Name and Number of the Contact:

Chief Engineer (Development) IESCO, Islamabad

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

Telephone: +92-051-9252519

Facsimile number: +92-051-9252578

E-mail address: iescopmu@iesco.com.pk

20.1(a) Deadline for submission of bids:

06.08.2025 at 1100 Hrs

Venue, time, and date of Technical Bid opening:

Venue: O/o Chief Engineer (Development) IESCO

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

Time: **1130 Hrs**

Date: **06.08.2025**

32.1 Standard form and amount of Performance Security acceptable to the Employer:

A bank guarantee can be in the shape of Standard Form at PS-1 & 2. An amount equal, as mentioned in Appendix-A, of the Contract Price is commonly specified for bank guarantees, which %age should match with that stipulated in Appendix-A to Bid.

Section-III

FORM OF BID AND APPENDICES TO BID

FORM OF Technical BID

Note: Letter Pad of Firm

Date: _____

Bidding No.: _____

Invitation for Bid No.: _____

To: _____

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including IESCO mechanism for blacklisting and Addenda issued in accordance with Instructions to Bidders (ITB) Clause 8;
- (b) We offer to execute in conformity with the Bidding Documents the following Works:
 _____;
- (c) Our bid shall be valid for a period of _____ days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) If our bid is accepted, we commit to obtain a performance security in accordance with GCC of the Bidding Document;
- (e) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from eligible countries;
- (f) We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB;
- (g) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB, other than alternative offers submitted in accordance with ITB 13;
- (h) Our firm, its affiliates or subsidiaries, including any Subcontractors or Suppliers for any part of the contract, has not been declared blacklisted by the any organization of Pakistan under Pakistan laws or official regulations;
- (i) We are not a government owned entity / We are a government owned entity but meet the requirements of ITB

- (j) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (k) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive; and
- (l) If awarded the contract, the person named below shall act as Contractor's Representative:

Name:

In the capacity of:

Signed:

Duly authorized to sign
the Bid for and on behalf
of:

Date:

SPECIAL STIPULATIONS (Conditions of Contract)

1.	Amount of Performance Security/	ITB-32.1	5% of Contract Price stated in the Letter of Acceptance.
2.	Time for Furnishing Program	GCC-25.1	Within 07 days from the date of receipt of Letter of Acceptance.
3.	Time for Commencement	GCC-1.1(dd)	Commencement date shall be from Engineer's letter to commence which shall be issued within Ten (10) days after signing of Contract Agreement.
4.	Time for Completion	GCC-1.1(v)	180 Days From the date of Engineer's Notice to Commence.
5.	a) Amount of Liquidated Damages	GCC-46.1	0.05% per day up to maximum 10% of Contract Price stated in the Letter of Acceptance.
	b) Amount of Bonus	GCC-47.1	Not Applicable
6	Defects Liability Period	GCC-33.1	365 Days from completion certificate issued by Project Director (GSC) IESCO
7	Percentage of Retention Money	GCC-45.1	10% of Contract Price stated in the Letter of Acceptance.
8.	Minimum amount of Interim Payment Certificates (Running Bills)	GCC-39.1	As per term of payment
9	Time of Payment from delivery of Engineer's Interim Payment Certificate to the Employer.	GCC-40.1	60 days
10	Plantation of trees in Grid Station 1000 Nos.	Price Schedule	Bidder shall plant trees and take care of plants till completed work taken over by GSO.

FOREIGN CURRENCY REQUIREMENTS

1. The Bidder may indicate here in below his requirements of foreign currency (if any), with reference to various inputs to the Works.

2. Foreign Currency Requirement _____ percentage of the Bid Price excluding Provisional Sums _____%.

3. Table of Exchange Rates

Unit of Currency	0	Equivalent in Pak. Rupees
Australian Dollar		_____
Euro		_____
Japanese Yen		_____
U.K. Pound		_____
U.S. Dollars		_____
_____		_____
_____		_____

**PRICE ADJUSTMENT UNDER CLAUSE 70
OF CONDITIONS OF CONTRACT**

The source of indices and the weightages or coefficients for use in the adjustment formula under Clause 70 shall be as follows:

(To be filled by the Employer)

Cost Element	Description	Weightages	Applicable index
1	2	3	4
(i)	Fixed Portion	0.350	
(ii)	Local Labour		Government of Pakistan (GP) Federal Bureau of Statistics (FBS) Monthly Statistical Bulletin.
(iii)	Cement – in bags		“ “ “
(iv)	Reinforcing Steel		“ “ “
(v)	High Speed Diesel (HSD)		“ “ “
(vi)	Bricks		“ “ “
(vii)	Bitumen		“ “ “
(viii)			
	Total		

Notes:

- Indices for “(ii)” to “(vii)” are taken from the Government of Pakistan Federal Bureau of Statistics, Monthly Statistical Bulletin. The base cost indices or prices shall be those applying 28 days prior to the latest day for submission of bids. Current indices or prices shall be those applying 28 days prior to the last day of the billing period.
- Any fluctuation in the indices or prices of materials other than those given above shall not be subject to adjustment of the Contract Price.
- Fixed portion shown here is for typical road project, Employer to determine the weightage of Fixed Portion considering only those cost elements having cost impact of seven percent or more on his specific project.

(Employers using this price adjustment provisions may add or delete any elements as deemed appropriate to the project.)

PROPOSED CONSTRUCTION SCHEDULE

Pursuant to Sub-Clause 43.1 of the General Conditions of Contract, the Works shall be completed on or before the date stated in Appendix-A to Bid. The Bidder shall provide as Appendix-E to Bid, the Construction Schedule in the bar chart (CPM, PERT or any other to be specified herein) showing the sequence of work items and the period of time during which he proposes to complete each work item in such a manner that his proposed program for completion of the whole of the Works and parts of the Works may meet Employer's completion targets in days noted below and counted from the date of receipt of Engineer's Notice to Commence (Attach sheets as required for the specified form of Construction Schedule):

Sr. No	Activities	Days for completion					
		30	60	80	120	150	180
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							

METHOD OF PERFORMING THE WORK

[The Bidder is required to submit a narrative outlining the method of performing the Work. The narrative should indicate in detail and include but not be limited to:

1. Organization Chart indicating head office and field office personnel involved in management and supervision, engineering, equipment maintenance and purchasing.
2. Mobilization in Pakistan, the type of facilities including personnel accommodation, office accommodation, provision for maintenance and for storage, communications, security and other services to be used.
3. The method of executing the Works, the procedures for installation of equipment and machinery and transportation of equipment and materials to the site.]
4. IESCO Specification for construction of civil works of Grid Stations

Appendix-F to Bid

LIST OF MAJOR EQUIPMENT – RELATED ITEMS

[The Bidder will provide on Sheet 2 of this Appendix a list of all major equipment and related items, under separate heading for items owned, to be purchased or to be arranged on lease by him to carry out the Works. The information shall include make, type, capacity, and anticipated period of utilization for all equipment which shall be in sufficient detail to demonstrate fully that the equipment will meet all requirements of the Specifications.]

Note: Bidder must demonstrate the equipment as mentioned in ITB clause -3 and for the purpose following Appendix-G to Bid shall be used.

LIST OF MAJOR EQUIPMENT /T&P

Owned Purchased or Leased	Description of Unit (Make, Model, Year)	Capacity HP Rating	Conditio n	Present Location or Source	Date of Delivery at Site	Period of Work on Project
1	2	3	4	5	6	7
a. Owned						
b. To be Purchased						
c. To be arranged on Lease						

CONSTRUCTION CAMP AND HOUSING FACILITIES

The Contractor in accordance with Clause 34 of the Conditions of Contract shall provide description of his construction camp's facilities and staff housing requirements.

The Contractor shall be responsible for pumps, electrical power, water and electrical distribution systems, and sewerage system including all fittings, pipes and other items necessary for servicing the Contractor's construction camp.

The Bidder shall list or explain his plans for providing these facilities for the service of the Contract as follows:

1. Site Preparation (clearing, land preparation, etc.).
2. Provision of Services.
 - a) Power (expected power load, etc.).
 - b) Water (required amount and system proposed).
 - c) Sanitation (sewage disposal system, etc.).
3. Construction of Facilities
 - a) Contractor's Office, Workshop and Work Areas (areas required and proposed layout, type of construction of buildings, etc.).
 - b) Warehouses and Storage Areas (area required, type of construction and layout).
 - c) Housing and Staff Facilities (Plans for housing for proposed staff, layout, type of construction, etc.).
4. Construction Equipment Assembly and Preparation (detailed plans for carrying out this activity).
5. Other Items Proposed (Security services, etc.).

LIST OF SUBCONTRACTORS

I/We intend to subcontract the following parts of the Work to subcontractors. In my/our opinion, the subcontractors hereunder are reliable and competent to perform that part of the work for which each is listed.

Enclosed are documentation showing experience of subcontractors, the curriculum vitae and experience of their key personnel who will be assigned to the Contract, equipment to be supplied by them, size, location and type of contracts carried out in the past.

Part of Works (Give Details)	Subcontractor (With Complete Address)
1	2

ESTIMATED PROGRESS PAYMENTS

Bidder's estimate of the value of work which would be executed by him during each of the periods stated below, based on his Program of the Works and the Rates in the Bill of Quantities, expressed in thousands of Pakistani Rupees:

Schedule of Payment	Amounts PKR
1 st Invoice	After 40% work completion
2 nd Invoice	After 60% work completion
3 rd Invoice	After 80 % work Completion
4 th Invoice	After 90 % work Completion
5 th Invoice	After 100 % work Completion

Note: Final Invoice after submission of satisfactory completion certificate and taken over completed work by GSO.

ORGANIZATION CHART

**FOR THE
SUPERVISORY STAFF AND LABOUR
&
Resumes of Engineers and Project Manager**

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 No. _____ Dated _____

Contract Value: _____ Contract Title: _____

..... [Name of Bidder] 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 (GoP) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoP through any corrupt business practice.

Without limiting the generality of the foregoing, [Name of Bidder] represents and warrants 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, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation 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 here to.

[Name of Bidder] 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.

[Name of Bidder] accepts full 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, [Name of Bidder] 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.

Name of Bidder :

Signature:

[Seal]

Form LIT – 1:**Pending Litigation and Arbitration**

Each Bidder must fill out this form if so required under Criterion (Evaluation and Qualification Criteria) to describe any pending litigation or arbitration formally commenced against it.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name below: Joint Venture Partner: _____

Pending Litigation and Arbitration			
Year	Matter in Dispute	Value of Pending Claim in PKR	Value of Pending Claim as a Percentage of Net Worth

Historical Financial Performance

Each Bidder must fill out this form. In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name below:

Description	Year-1	Year-2	Year-3
Total Assets (TA)			
Total Liabilities (TL)			
Net Worth = TA – TL			
Current Assets (CA)			
Current Liabilities (CL)			
Working Capital = CA – CL			

Average net worth for last three (3) years =

Form FIN – 2:**Average Annual Construction Turnover**

Each Bidder must fill out this form. The information supplied should be the Annual Turnover of the Bidder or each member of a Joint Venture as per audited financial statements of last 03 Years

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name below:

Year	Average Annual Turnover in PKR
Total	

Availability of Financial Resources

Bidders must demonstrate sufficient financial resources, usually comprising of Working Capital supplemented by credit line statements or overdraft facilities and others to meet the Bidder's financial requirements for (a) its current contract commitments, and (b) the subject contract.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name below:

No.	Source of financing	Amount PKR
1	Working Capital	
2	Credit Line	
3	Other Financial Resources	

Form FIN – 4:**Financial Requirements for Current Contract Commitments**

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

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name below:

Sr No.	Name of Contract	Employer's Contact (Address, Tel, Fax)	Contract Completion Date	Outstanding Contract Value (X) ^a	Remaining Contract Period in months (Y) ^b	Annually Financial Resources Requirement (X/Y)

- a) Remaining outstanding contract values to be calculated from 28 days prior to the bid submission deadline
- b) Remaining contract period to be calculated from 28 days prior to bid submission deadline

Form FIN – 5:

Self-Assessment Tool for Bidder’s Compliance to Financial Resources

This form requires the same information submitted in Forms FIN – 3 and FIN – 4. All conditions of “Available Financial Resources Net of CCC $\geq$ Requirement for the Subject Contract” must be satisfied to qualify

Name of bidder/JV	Total Available Financial Resources from FIN – 3 (B)	Total Annually Financial Requirement for Current Contract Commitments (CCC) from FIN – 4 (C)	Available Financial Resources Net of CCC $D = (B - C)$	Requirement for the Subject Contract (E)	Results: Yes or No [D must be greater than or equal to E] (F)

General Experience

Sr. No	Description of Work	Name of Employer	Scope /Amount of Work	Completion date

Letter of Price Bid

FB-2

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

Note: *All italicized text is for use in preparing these forms and shall be deleted from the final products.*

Date: _____

Bidding No.: _____

Invitation for Bid No.: _____

To: Chief Engineer (Development)
Project Management Unit
Islamabad Electric Supply Company (IESCO),
Street No: 40, Sector: G-7/4
Islamabad, Pakistan

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including IESCO Mechanism for Blacklisting & Addenda issued in accordance with Instructions to Bidders;
- (b) We offer to execute in conformity with the Bidding Documents the following Works:

- (c) The total price of our Bid, excluding any discounts offered in item (d) below is:

- (d) The discounts offered and the methodology for their application are: _____;

- (e) have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract:

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____

- (f) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive; and

- (g) If awarded the contract, the person named below shall act as Contractor's Representative:

Name: _____

In the capacity of: _____

Signed: _____

Duly authorized to sign
the Bid for and on
behalf of:

Date: _____

BILL OF QUANTITIES

PREAMBLE TO SCHEDULE OF PRICES

1. General

- 1.1 The Schedule of Prices shall be read in conjunction with the Conditions of Contract, Contract Data together with the Specifications and Drawings, if any.
- 1.2 The Contract shall be for the whole of the Works as described in these Bidding Documents. Bids must be for the complete scope of works.

2. Description

- 2.1 The general directions and descriptions of works and materials are not necessarily repeated nor summarized in the Schedule of Prices. References to the relevant sections of the Bidding Documents shall be made before entering prices against each item in the Schedule of Prices.

3. Units & Abbreviations

- 3.1 Units of measurement, symbols and abbreviations expressed in the Bidding Documents shall comply with the System International d' Unites (SI Units).

Abbreviations: -

Cum	-	Cubic meter
Kg	-	Kilo gram
Sqm	-	Square meter

4. Rates and Prices

- 4.1 Except as otherwise expressly provided under the Conditions of Contract, the rates and amounts entered in the Schedule of Prices shall be the rates at which the Contractor shall be paid and shall be the full inclusive value of the works set forth or implied in the Contract; except for the amounts reimbursable, if any to the Contractor under the Contract.
- 4.2 Unless otherwise stipulated in the Contract Data, the rates and prices entered by the bidder shall not be subject to adjustment during the performance of the Contract.
- 4.4 The whole cost of complying with the provisions of the Contract shall be included in the items provided in the Schedule of Prices, and where no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the Works and no separate payment will be made for those items.

The rates, prices and amounts shall be entered against each item in the Schedule of

Prices. Any item against which no rate or price is entered by the bidder will not be paid for by the Employer when executed and shall be deemed covered by the rates and prices for other items in the Schedule of Prices.

- 4.5 (a) The bidder shall be deemed to have obtained all information as to and all requirements related thereto which may affect the bid price.
- (b) The Contractor shall be responsible to make complete arrangements for the transportation of the Plant to the Site.
- 4.6 The Contractor shall provide for all parts of the Works to be completed in every respect. Notwithstanding that any details, accessories, etc. required for the complete installation and satisfactory operation of the Works, are not specifically mentioned in the Specifications, such details shall be considered as included in the Contract Price.

5. Bid Prices

5.1 Break-up of Bid Prices

The various elements of Bid Prices shall be quoted as detailed by the Employer in the format of Schedule of Prices.

The bidder shall recognize such elements of the costs which he expects to incur the performance of the Works and shall include all such costs in the rates and amounts entered in the Schedule of Prices.

5.2 Total Bid Price

The total of bid prices in the Schedule of Prices shall be entered in the Summary of Bid Prices.

6. Provisional Sums

- 6.1 Provisional Sums is not applicable.

7 Price Schedule or BOQ

Schedule Attached

TENDER NO. IESCO/PMU/CIVIL/NCB-210/2025-26

CONSTRUCTION OF THREE (03) NO WAREHOUSES (SIZE 120X60 Feet) AT IESCO REGIONAL STORE NEW WAH INCLUDED IN IESCO 7TH STG BUDGET FOR FY 2025-26 UNDER IESCO OWN RESOURCES (ESTIMATED COST = PKR. 119,739,033/-)

S/No	Description	Unit	Qty	Unit Rate	Amount	Ref:
1	Dismantling Cement Concrete Plain 1:2:4	Cum	182.325	4109.55	749273.39	3-2-14c
2	Dismantling Cement Concrete Plain 1:4:8.	Cum	182.325	2054.25	374540.98	3-2-14a
3	Excavation					
a	Ex. in foundation of building, bridges and other structures i/c drag belling dressing refilling around structure with excavated earth watering and ramming lead upto 30 mtr and lift up to 1.50m in ordinary soil.	Cum	546.975	455.69	249250.93	2-5-22c
b	Excavation in shingle or gravel formation and rock not requiring undressed lead 50 m. a) Dry	Cum	546.330	713.25	389669.87	2-1-4a
4	Cement concrete plain including placing, compacting, finishing and curing complete (including screening and washing of stone aggregate) without shuttering Ratio.1:4:8	Cum	548.228	7709.75	4226699.22	5-1-2d
5	Cement concrete plain including placing, compacting, finishing and curing complete (including screening and washing of stone aggregate) without shuttering. Ratio: 1:2:4	Cum	248.140	10273.86	2549358.63	5-1-2b.
6	R.C.C work using coarse sand except the cost of steel reinforcement and its labour for bending and binding. This rate also includes all kind of forms moulds lifting shuttering, curing, rendering and finishing the exposed surface (including screening the washing of shingle). In-situ in roof slabs, beams, columns, rafts, lintels and other structural members complete in all respect 1:2:4	Cum	1119.670	23192.92	25968416.74	5-1-3ai
7	Supplying and fabrication of intermediate grade deformed reinforcement for R.C.C in slabs, beams, columns and pile caps, including cutting, bending laying in position including cost of binding wire 60,000 psi (420 MPa) yield.	Kg	152515.800	286.68	43723229.54	5-3-6a
8	Brick work in foundation and plinth in cement sand mortar Ratio 1:6	Cum	262.676	12533.03	3292130.75	6-1-1.

9	Bricks work in ground floor (including striking of joints) in Cement sand mortar. Ratio:1:4	Cum	449.790	13741.83	6180937.72	6-1-2c
10	Cement plaster (1:4) up to 1st floor height 13mm	Sqm	848.000	371.86	315337.28	10-1-5b
11	Topping of cement concrete (1:2:4) including surface finishing and dividing into panels 75mm	Sqm	2392.890	1071.51	2564005.92	9-2-9d
12	Distempering Two coat over and including cost of priming coat.	Sqm	734.586	156.28	114801.14	10-2-16b
13	Weather shield paint three coats on new cement plaster surface	Sqm	0.000	358.68	0.00	10-3-24.
14	Providing, laying into trenches, laying jointing testing PVC class 'B' pipe line with internal dia: 100mm	Mtr	216.000	1656.71	357849.36	13-7-20b
15	sand filling under floors	Cum	1223.449	1837.38	2247941.55	6-4-.24
16	Mosaic consisting off loursing mosaic topping of one part of cement to two parts of marble chips laid over 25mm thick flooring of 1 :2:4 cement concrete including rubbing polishing complete:	Sqm	2007.435	1984.55	3983855.02	9-3-.14b
17	Mosaic dado or skirting with one part of cement & 2 parts of marble chips laid over 13mm thick cement plaster 1 :3 complete with finishing and polishing:	Sqm	540.000	1805.04	974721.60	9-5-.27b
18	Wiring light or fan point with 1/1.13 per mm (3/0.029) PVC insulated wire in point 19.1 mm 16 SWG (1.62 mm) gauge steel conduit recessed in the wall or column complete with switch, ceiling rose/batten holder in all respects.	No	120.000	3043.66	365239.20	21-2-11.
19	Wiring 3/5 pin 15 amp wall socket point with 1.13mm PVC insulated wire and 2.5mm PVC insulated earthing conductor in 20mm PVC pipe recessed in wall / column complete	No.	30.000	3541.84	106255.20	21-3-19
20	Wiring mains with 2-1/1 .13 (3/.029) PVC insulated wire in 19.1 mm PVC Conduit recessed in the wall as required.	Mtr	1500.000	150.89	226335.00	21-15-93
21	Wiring mains with 2-1/1.78(7/.029) PVC insulated wire in 19.1 mm PVC Conduit recessed in the wall as required.	Mtr	1500.000	183.37	275055.00	21-15-95

22	Wiring mains with 2-1/7/0.85 (71.036) PVC insulated wire in 25 mm PVC Conduit recessed in the wall as required.	Mtr	1050.000	256.45	269272.50	21-15-96
23	Wiring mains with 4-1/7/1.70 (71.064) PVC insulated wire 660 volts grade in 31.7 mm PVC Conduit recessed in wall as required.	Mtr	600.000	1183.28	709968.00	21-19-138
24	Providing and fixing of distribution board three phase 100-Amps. 400 volts 8 ways per phase with 1-No. incoming circuit breaker 100 Amps. 400 volts O/Gang circuit breaker S.P. 6.3 Amps complete with volt meters selector switch and phase indication light and N-link on prepared board.	No.	3.000	60132.62	180397.86	21-32-9
25	Providing and fixing of Indoor Light no Fixture Batten Type 2 x TLD-36W (Philips TMS/015/236 or equivalent) complete with Electronic Ballast.	No	18.000	5559.74	100075.32	21-41-6.
26	Supply and erection of ceiling fan best quality including wiring of down rod with 1/1.13 mm (3/029) PVC wire, fixing of regulator, blade, canopy etc 56"	No	72.000	6654.43	479118.96	21-29-11c.
27	Fan Hook in M.S. Box (Circular)	No.	72.000	312.00	22464.00	23-14-118.
28	Making and fixing steel grated doors complete with locking arrangement angle 1.220m iron frame 50x50x10mm and 20mm square bars at 100mm centre to centre.	Sqm	156.134	18678.12	2916286.39	20-3-26
29	Providing and fixing steel windows glazed openable of standard "Z" section frame as per approved of design Incharge.	Sqm	864.000	12998.89	11231040.96	20-4-33
30	Providing Engineer and fixing window grill with angle iron frame with 10mm sq. iron bars at 75mm centre to centre as per approved design of the Engineer In charge:	Sqm	288.000	9762.95	2811729.60	20-4-34
31	Providing and fixing wire gauze SWG 144 fixed to steel windows as per approval of the Engineer In charge.	Sqm	288.000	1911.11	550399.68	20-4-35
32	Preparing surface and painting of doors and window any (including edges):	Sqm	472.862	482.22	228023.73	12-3-5c
33	Filling ramming watering earth under floors with new earth.	Cum	546.975	357.15	195352.04	2-5.26
Total Amount =					118,929,033	

				Total - A		
				% Above		
				% Below		
				Total - A		
	Part-B (Market Items)					
34	Providing & Fixing of CCTV 360 Degree View Night Vision Cameras (Canon) 04Nos is each warehouse complete in all respect	Job	3.000			M.R.
35	Providing & fixing of flood lights. 100watts OSAKA/PHILLIPS	No	18.000			M.R.
				Total-B		
				Total A + B		
				Discount		
				Discounted Bid Price		
				PST 16 %		
				Grand Total		

Note:

1. Quantity can be decreased/increased as per actual work done at site.
2. WCSR Rate 2022 (above/below) shall prevail during currency of contract in order to complete the facility in absence of any item(s) missing in BOQ and having different grade, then lowest grade price shall be considered for invoices.
3. The bidder must fill signed BOQ otherwise bid will be rejected.

Signature & Stamp of Authorized person of Bidder

FORMS

BID SECURITY

PERFORMANCE SECURITY

CONTRACT AGREEMENT

MOBILIZATION ADVANCE GUARANTEE/BOND

BID SECURITY
(Bank Guarantee)

Security Executed on _____

(Date)

Name of Surety (Bank) with Address: _____

(Scheduled Bank in Pakistan)

Name of Principal (Bidder) with Address _____

Penal Sum of Security Rupees. _____ (Rs. _____)

Bid Reference No. _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal (Bidder) we, the Surety above named, are held and firmly bound unto

_____ (hereinafter called the '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 Bidder has submitted the accompanying Bid dated _____ for Bid No. _____ for _____ (Particulars of Bid) to the said Employer; and

WHEREAS, the Employer has required as a condition for considering said Bid that the Bidder furnishes a Bid Security in the above said sum in the shape of Bank Guarantee /CDR/ Bank Draft from a Scheduled Bank in Pakistan having rating A+ or from a foreign bank duly counter-guaranteed by a Scheduled Bank in Pakistan, to the Employer, conditioned as under:

- (1) that the Bid Security shall remain in force up to and including the date 28 days after the deadline for validity of bids as stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Surety is hereby waived;
- (2) that the Bid Security of unsuccessful Bidders will be returned by the Employer after expiry of its validity or upon signing of the Contract Agreement; and
- (3) that in the event of the successful Bidder to execute the proposed Contract Agreement for such work and furnish the required Performance Security, the entire said sum be paid immediately to the said Employer pursuant to Clause 15.6 of the Instruction to Bidders for the successful Bidder's failure to perform.

NOW THEREFORE, if the successful Bidder shall, within the period specified therefor, on the prescribed form presented to him for signature enter into a formal Contract with the said Employer in accordance with his Bid as accepted and furnish within **twenty eight (28) 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 for the faithful performance and proper fulfilment 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 Surety shall forthwith pay the Employer the said sum upon first written demand of the Employer (without cavil or argument) and without requiring the Employer to prove or to show grounds or reasons for such demand, notice of which shall be sent by the Employer by registered post duly addressed to the Surety at its address given above.

PROVIDED ALSO THAT the Employer shall be the sole and final judge for deciding whether the Principal (Bidder) has duly performed his obligations 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 Surety shall pay without objection the said sum upon demand from the Employer forthwith and without any reference to the Principal (Bidder) or any other person.

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

SURETY (Bank)

WITNESS:

Signature _____

1. _____

Name _____

Title _____

Corporate Secretary (Seal)

Corporate Guarantor (Seal)

2. _____

Name, Title & Address

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

Guarantee No. _____

Executed on _____

Expiry date _____

[Letter by the Guarantor to the Employer]

Name of Guarantor (Bank) with address: _____
(Scheduled Bank in Pakistan having rating A+)

Name of Principal (Contractor) with address: _____

Penal Sum of Security (express in words and figures) _____

Letter of Acceptance No. _____ Dated _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bidding 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 Employer) in the penal sum of the amount stated above for the payment of which sum well and truly to be made to the said Employer, 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 Employer's above said Letter of Acceptance for _____ (Name of Contract) for the _____ (Name of Project).

NOW THEREFORE, 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 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 void; otherwise to remain in full force and virtue till all requirements of Clause 49, Defects Liability, of Conditions of Contract are fulfilled.

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 defenses under the Contract, do hereby irrevocably and independently guarantee to pay to the Employer without delay upon the Employer's first written demand without cavil or arguments and without requiring the Employer to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the 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 Employer's designated Bank & Account Number.

PROVIDED ALSO THAT the Employer shall be the sole and final judge for deciding whether the Principal (Contractor) has duly performed his obligations 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 Employer forthwith and without any reference to the Principal or any other person.

IN WITNESS WHEREOF, the above-bounden Guarantor has executed this Instrument 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 _____

Name _____

Corporate Secretary (Seal)

Title _____

2. _____

Name, Title & Address

Corporate Guarantor (Seal)

Letter of Acceptance

M/s-----

Subject: Letter of Acceptance -----

Ref your bid submitted on-----

Your bid as referred above has been declared technical and financial “Most Advantageous Bid” for award of subject Contract and this office is please to intend the award of contract for *[insert name of contract]* with following scope and price including all duties and taxes as well as PST

Part of Price Schedule	Description of work	Amount of Part

You are required to provide the following document subsequent to sign the contract agreement.

1. Performance Guarantee

As per GCC Clause-49.1, contractor will provide performance guarantee @10% of contract price in shape of bank guarantee from schedule bank having rating A+ in favor of CE (Development) valid up to defect liability period.

2. Completion schedule

Contractor will provide detail completion schedule on Gant Chart on project management Tools showing activities, WBS etc. and same will be approved by Director (P&SC) PMU IESCO before contract signing.

3. Verification of Equipment

Contractor will seek equipment verification certificate from committee as mentioned PCC before contract agreement regarding status and conditions of equipment as mention ITB. Same committee will also periodically check the equipment

4. Personnel

Project Director GSC and concerned Executive Engineer will certify presence of personnel as mentioned ITB Clause to execute project.

5. Insurance

As per GCC, contractor will provide insurance in favor of Employer and staff

6. Child Labour

As Govt of Pakistan is ILO signatory therefore child labour is forbidden. Contractor will provide an undertaking regarding non-hiring of child labour to execute subject project. In case of any child labour found during execution of project will lead to termination of contract.

Please provide the acceptance of this letter of Acceptance along with above mentioned document within 28 days from Issuance of this LOA. In case of failure to provide the same within stipulated

period, bid security will be forfeited without prior Notice and contract will be awarded to next
“Most Advantageous Bidder”

Authorized person Signature
As per Power of Attorney

Name:
Signature:
CNIC:

Signature Authorized person
of Procuring Agency

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the “Agreement”) made on the _____ day _____ of _____ (month) 20____ between _____ (hereafter called the “Employer”) of the one part and _____ (hereafter called the “Contractor”) of the other part.

WHEREAS the Employer is desirous that certain Works, viz _____ should be executed by the Contractor and has accepted a Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW this Agreement witnessed as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents after incorporating addenda, if any, except those parts relating to Instructions to Bidders shall be deemed to form and be read and construed as part of this Agreement, viz:
 - (a) The Contract Agreement;
 - (b) The Letter of Acceptance;
 - (c) The completed Form of Bid;
 - (d) Special Stipulations (Appendix-A to Bid);
 - (e) The Particular Conditions of Contract – Part II;
 - (f) The General Conditions – Part I;
 - (g) The priced Bill of Quantities (Appendix-D to Bid);
 - (h) The completed Appendices to Bid (B, C, E to L);
 - (i) The Drawings;
 - (j) The Specifications.
 - (k) _____ (any other)
 - (l) IESCO Mechanism for Blacklisting
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy defects therein in conformity and in all respects with the provisions of the Contract.

4. The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed on the day, month and year first before written in accordance with their respective laws.

Signature of the Contactor

(Seal)

Signature of Employer

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

(Name, Title and Address)

Witness:

(Name, Title and Address)

MOBILIZATION ADVANCE GUARANTEE/BOND

Guarantee No. _____ Date _____

WHEREAS _____ (hereinafter called the 'Employer') has entered into a Contract for

_____ (Particulars of Contract)

with _____ (hereinafter called the "Contractor").

AND WHEREAS, the Employer has asked _____ to advance to the Contractor, at the Contractor's request, an amount of Rupees _____ (Rs _____) which amount shall be advanced to the Contractor as per provisions of the _____ Contract.

AND WHEREAS, the Employer has asked _____ Contractor to furnish Guarantee to secure the mobilization advance for the performance of his obligation under the said Contract.

AND WHEREAS, _____

(Scheduled Bank in Pakistan or In _____ Company acceptable to the Employer)

(hereinafter called the "Guarantor") at the request of the Contractor and in consideration of the Employer agreeing to make the above advance to the Contractor, has agreed to furnish the said Guarantee.

NOW, THEREFORE, the Guarantor hereby guarantees that the Contractor shall use the advance for the purpose of above mentioned Contract and if he fails and commits default in fulfilment of any of his obligations for which the advance payment is made, the Guarantor shall be liable to the Employer for payment not exceeding the aforementioned amount.

Notice in writing of any default, of which the Employer shall be the sole and final judge, on the part of the Contractor, shall be given by the Employer to the Guarantor, and on such first written demand, payment shall be made by the Guarantor of all sums then due under this Guarantee without any reference to the Contractor and without any objection.

This Guarantee shall remain in force until the advance is fully adjusted against payments from the Interim Payment Certificates of the Contractor or until _____ whichever is earlier.

(Date)

The Guarantor's liability under this Guarantee shall not in any case exceed the sum of Rupees _____ (Rs _____).

This Guarantee shall remain valid up to the aforesaid date and shall be null and void after the aforesaid date or earlier if the advance made to the Contractor is fully adjusted against payments from Interim Payment Certificates of the Contractor provided that the Guarantor agrees that the aforesaid period of validity shall be deemed to extend to the above mentioned date the advance payment is not fully adjusted.

GUARANTOR

1. Signature _____
Name _____
Title _____

WITNESS

1. _____

Corporate Secretary (Seal)

2. _____
(Name Title & Address)

Corporate Secretary (Seal)

Section VII.

General Conditions of Contract

These General Conditions of Contract (GCC), read in conjunction with the Particular Conditions of Contract (PCC) and other documents listed therein, should be a complete document expressing fairly the rights and obligations of both parties.

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General Conditions of Contract

A. General

1. Definitions

1.1 Bold face type is used to identify defined terms.

- (a) The Accepted Contract Amount means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedying of any defects.
- (b) The Activity Schedule is a schedule of the activities comprising the construction, installation, testing, and commissioning of the Works in a lump sum contract. It includes a lump sum price for each activity, which is used for valuations and for assessing the effects of Variations and Compensation Events.
- (c) The Adjudicator is the person appointed jointly by the Employer and the Contractor to resolve disputes in the
- (d) Bill of Quantities means the priced and completed Bill of Quantities forming part of the Bid.
- (e) Compensation Events are those defined in GCC Clause 41 hereunder.
- (f) The Completion Date is the date of completion of the Works as certified by the Project Manager, in accordance with GCC Sub-Clause 52.1.
- (g) The Contract is the Contract between the Employer and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in GCC Sub-Clause 2.3 below.
- (h) The Contractor is the party whose Bid to carry out the Works has been accepted by the Employer.
- (i) The Contractor's Bid is the completed bidding document submitted by the Contractor to the Employer.
- (j) The Contract Price is the Accepted Contract Amount stated in the Letter of Acceptance and thereafter as adjusted in accordance with the Contract.
- (k) Days are calendar days; months are calendar months.
- (l) Day works are varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant.
- (m) A Defect is any part of the Works not completed in accordance with the Contract.
- (n) The Defects Liability Certificate is the certificate issued by

Project Manager upon correction of defects by the Contractor.

- (o) The Defects Liability Period is the period **named in the PCC** pursuant to Sub-Clause 33.1 and calculated from the Completion Date.
- (p) Adjudicator means the person appointed under Clause 23.
- (q) Drawings means the drawings of the Works, as included in the Contract, and any additional and modified drawings issued by (or on behalf of) the Employer in accordance with the Contract, include calculations and other information provided or approved by the Project Manager for the execution of the Contract.
- (r) The Employer is the party who employs the Contractor to carry out the Works, **as specified in the PCC**.
- (s) Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.
- (t) "In writing" or "written" means hand-written, type-written, printed or electronically made, and resulting in a permanent record;
- (u) The Initial Contract Price is the Contract Price listed in the Employer's Letter of Acceptance.
- (v) The Intended Completion Date is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is **specified in the PCC**. The Intended Completion Date may be revised only by the Project Manager by issuing an extension of time or an acceleration order.
- (w) Materials are all supplies, including consumables, used by the Contractor for incorporation in the Works.
- (x) Plant is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.
- (y) The Project Manager is the person **named in the PCC** (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and administering the Contract.
- (z) PCC means Particular Conditions of Contract
- (aa) The Site is the area **defined as such in the PCC**.
- (bb) Site Investigation Reports are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.
- (cc) Specification means the Specification of the Works included in the Contract and any modification or addition made or

approved by the Project Manager.

- (dd) The Start Date is **given in the PCC**. It is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.
- (ee) A Subcontractor is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.
- (ff) Temporary Works are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.
- (gg) A Variation is an instruction given by the Project Manager which varies the Works.
- (hh) The Works are what the Contract requires the Contractor to construct, install, and turn over to the Employer, **as defined in the PCC**.

2. Interpretation

- 2.1 In interpreting these GCC, words indicating one gender include all genders. Words indicating the singular also include the plural and words indicating the plural also include the singular. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Project Manager shall provide instructions clarifying queries about these GCC.
- 2.2 If sectional completion is **specified in the PCC**, references in the GCC to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).
- 2.3 The documents forming the Contract shall be interpreted in the following order of priority:
 - (a) Agreement,
 - (b) Letter of Acceptance,
 - (c) Contractor's Bid,
 - (d) Particular Conditions of Contract,
 - (e) General Conditions of Contract,
 - (f) Specifications,
 - (g) Drawings,
 - (h) Bill of Quantities, and
 - (i) any other document **listed in the PCC** as forming part of the Contract.

3. **Language and Law** 3.1 The language of the Contract and the law governing the Contract are **stated in the PCC**.
4. **Project Manager's Decisions** 4.1 Except where otherwise specifically stated, the Project Manager shall decide contractual matters between the Employer and the Contractor in the role representing the Employer.
5. **Delegation** 5.1 **Otherwise specified in the PCC**, the Project Manager may delegate any of his duties and responsibilities to other people, except to the Adjudicator, after notifying the Contractor, and may revoke any delegation after notifying the Contractor.
6. **Communications** 6.1 Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered.
7. **Subcontracting** 7.1 The Contractor may subcontract, if allowed in ITB, with the approval of the Project Manager, but may not assign the Contract without the approval of the Employer in writing. Subcontracting shall not alter the Contractor's obligations.
8. **Other Contractors** 8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Contractors, as **referred to in the PCC**. The Contractor shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification.
9. **Personnel and Equipment** 9.1 The Contractor shall employ the key personnel and use the equipment identified in its Bid, to carry out the Works or other personnel and equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of key personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.
- 9.2 If the Project Manager asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.
10. **Employer's and Contractor's Risks** 10.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.
11. **Employer's Risks** 11.1 From the Start Date until the Defects Liability Certificate has been issued, the following are Employer's risks:
- (a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to
- (i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of

the Works or

- (ii) negligence, breach of statutory duty, or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor.

- (b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in the Employer's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.

11.2 From the Completion Date until the Defects Liability Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is an Employer's risk except loss or damage due to

- (a) a Defect which existed on the Completion Date,
- (b) an event occurring before the Completion Date, which was not itself an Employer's risk, or
- (c) the activities of the Contractor on the Site after the Completion Date.

12. Contractor's Risks

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

13. Insurance

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

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

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

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

13.4 Alterations to the terms of insurance shall not be made without the approval of the Project Manager.

- 13.5 Both parties shall comply with any conditions of the insurance policies.
- 14. Site Data** 14.1 The Contractor shall be deemed to have examined any Site Data **referred to in the PCC**, supplemented by any information available to the Contractor.
- 15. Contractor to Construct the Works** 15.1 The Contractor shall construct and install the Works in accordance with the Specifications and Drawings.
- 16. The Works to Be Completed by the Intended Completion Date** 16.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the approval of the Project Manager, and complete them by the Intended Completion Date.
- 17. Approval by the Project Manager** 17.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Manager, for his approval.
17.2 The Contractor shall be responsible for design of Temporary Works.
17.3 The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary Works.
17.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.
17.5 If requires, all Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Project Manager before this use.
- 18. Safety** 18.1 The Contractor shall be responsible for the safety of all activities on the Site.
- 19. Discoveries** 19.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the Project Manager of such discoveries and carry out the Project Manager's instructions for dealing with them.
- 20. Possession of the Site** 20.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date **stated in the PCC**, the Employer shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation Event.
- 21. Access to the Site** 21.1 The Contractor shall allow the Project Manager and any person authorized by the Project Manager access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.

- 22. Instructions, Inspections and Audits**
- 22.1 The Contractor shall carry out all instructions of the Project Manager which comply with the applicable laws where the Site is located.
- 22.2 The Contractor shall permit the employer and/or persons appointed by the employer to inspect the Site and/or the accounts and records of the Contractor and its sub-contractors relating to the performance of the Contract, and to have such accounts and records audited by auditors appointed by the employer if required. The Contractor's attention is drawn to Sub-Clause 57.1 which provides, inter alia, that acts intended to materially impede the exercise of the employer's inspection and audit rights provided for under Sub-Clause 22.2 constitute a prohibited practice subject to contract termination (as well as to a determination of black list under the PPRA Rules).
- 23. Appointment of the Adjudicator**
- 23.1 The Adjudicator shall be appointed jointly by the Employer and the Contractor, at the time of the Employer's issuance of the Letter of Acceptance. If, in the Letter of Acceptance, the Employer does not agree on the appointment of the Adjudicator, the Employer will request the Appointing Authority **designated in the PCC**, to appoint the Adjudicator within 14 days of receipt of such request.
- 23.2 Should the Adjudicator resign or die, or should the Employer and the Contractor agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator shall be jointly appointed by the Employer and the Contractor. In case of disagreement between the Employer and the Contractor, within 30 days, the Adjudicator shall be designated by the Appointing Authority **designated in the PCC** at the request of either party, within 14 days of receipt of such request.
- 24. Procedure for Disputes**
- 24.1 If the Contractor believes that a decision taken by the Project Manager was either outside the authority given to the Project Manager by the Contract or that the decision was wrongly taken, the decision shall be referred to the Adjudicator within 14 days of the notification of the Project Manager's decision.
- 24.2 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.
- 24.3 The Adjudicator shall be paid by the hour at the **rate specified in the PCC**, together with reimbursable expenses of the types **specified in the PCC**, and the cost shall be divided equally between the Employer and the Contractor, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision shall be final and binding.
- 24.4 The arbitration shall be conducted in accordance with the arbitration procedures published by the institution named and, in the place, specified **in the PCC**.

B. Time Control

25. Program

- 25.1 Within the time **stated in the PCC**, after the date of the Letter of Acceptance, the Contractor shall submit to the Project Manager for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works. In the case of a lump sum contract, the activities in the Program shall be consistent with those in the Activity Schedule.
- 25.2 An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.
- 25.3 The Contractor shall submit to the Project Manager for approval an updated Program at intervals no longer than the period **stated in the PCC**. If the Contractor does not submit an updated Program within this period, the Project Manager may withhold the amount **stated in the PCC** from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted. In the case of a lump sum contract, the Contractor shall provide an updated Activity Schedule within 14 days of being instructed to by the Project Manager.
- 25.4 The Project Manager's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Project Manager again at any time. A revised Program shall show the effect of Variations and Compensation Events.

26. Extension of the Intended Completion Date

- 26.1 The Project Manager shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost.
- 26.2 The Project Manager shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Project Manager for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

27. Acceleration

- 27.1 When the Employer wants the Contractor to finish before the Intended Completion Date, the Project Manager shall obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Employer accepts these proposals, the Intended Completion Date shall be adjusted accordingly and confirmed by both the Employer and the Contractor.
- 27.2 If the Contractor's priced proposals for acceleration are accepted by the Employer, they are incorporated in the Contract Price and treated

as a Variation.

**28. Delays
Ordered by the
Project
Manager**

28.1 The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works.

**29. Management
Meetings**

29.1 Either the Project Manager or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.

29.2 The Project Manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken shall be decided by the Project Manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

30. Early Warning

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

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

C. Quality Control

**31. Identifying
Defects**

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

32. Tests

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

**33. Correction of
Defects**

33.1 The Project Manager shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at

Completion, and is **defined in the PCC**. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

- 33.2 Every time notice of a Defect is given; the Contractor shall correct the notified Defect within the length of time specified by the Project Manager's notice.

34. Uncorrected Defects

- 34.1 If the Contractor has not corrected a Defect within the time specified in the Project Manager's notice, the Project Manager shall assess the cost of having the Defect corrected, and the Contractor shall pay this amount.

D. Cost Control

35. Contract Price

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

36. Changes in the Contract Price

- 36.1 In the case of an admeasurements contract:
- (a) If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 25% percent of the Initial Contract Price, the Project Manager shall adjust the rate to allow for the change.
 - (b) The Project Manager shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 25 percent, except with the prior approval of the Employer.
 - (c) If requested by the Project Manager, the Contractor shall provide the Project Manager with a detailed cost breakdown of any rate in the Bill of Quantities.
- 36.2 In the case of a lump sum contract, the Activity Schedule shall be amended by the Contractor to accommodate changes of Program or method of working made at the Contractor's own discretion. Prices in the Activity Schedule shall not be altered when the Contractor makes such changes to the Activity Schedule.

37. Variations

- 37.1 All Variations shall be included in updated Programs, and, in the case of a lump sum contract, also in the Activity Schedule, produced by the Contractor.

- 37.2 The Contractor shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Project Manager shall assess the quotation, which shall be given within seven (7) days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.
- 37.3 If the Contractor's quotation is unreasonable, the Project Manager may order the Variation and make a change to the Contract Price, which shall be based on the Project Manager's own forecast of the effects of the Variation on the Contractor's costs.
- 37.4 If the Project Manager decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.
- 37.5 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.
- 37.6 In the case of an admeasurements contract, if the work in the Variation corresponds to an item description in the Bill of Quantities and if, in the opinion of the Project Manager, the quantity of work above the limit stated in Sub-Clause 38.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work.

38. Cash Flow Forecasts

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

39. Payment Certificates

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

certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

40. Payments

- 40.1 Payments shall be adjusted for deductions for advance payments and retention. The Employer shall pay the Contractor the amounts certified by the Project Manager within 56 days of the date of each certificate. If the Employer makes a late payment, the Contractor shall not be paid interest on the late payment in the next payment. If an amount certified is increased in a later certificate or as a result of an award by the Adjudicator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.
- 40.2 Unless otherwise stated, all payments and deductions shall be paid or charged in the proportions of currencies comprising the Contract Price.
- 40.3 Items of the Works for which no rate or price has been entered in shall not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

41. Compensation Events

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

- 41.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Project Manager shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.
- 41.3 As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast cost has been provided by the Contractor, it shall be assessed by the Project Manager, and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Project Manager shall adjust the Contract Price based on the Project Manager's own forecast. The Project Manager shall assume that the Contractor shall react competently and promptly to the event.
- 41.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor's not having given early warning or not having cooperated with the Project Manager.

42. Tax

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

43. Currencies

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

44. Price Adjustment

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

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

where:

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

A_c and B_c are coefficients¹ **specified in the PCC**, representing the nonadjustable and adjustable portions, respectively, of the Contract Price payable in that specific currency "c;" and

¹ *The sum of the two coefficients A_c and B_c should be 1 (one) in the formula for each currency. Normally, both coefficients shall be the same in the formulae for all currencies, since coefficient A_c for the nonadjustable portion of*

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

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

45. Retention

- 45.1 The Employer shall retain from each payment due to the Contractor the proportion **stated in the PCC** until Completion of the whole of the Works.
- 45.2 Upon the issue of Certificate of Completion of the Works by the Project Manager, in accordance with GCC 51.1, half the total amount retained shall be repaid to the Contractor and half when the Defects Liability Period has passed and the Project Manager has certified that all Defects notified by the Project Manager to the Contractor before the end of this period have been corrected. The Contractor may substitute retention money with an “on demand” Bank guarantee.

46. Liquidated Damages

- 46.1 The Contractor shall pay liquidated damages to the Employer at the rate per day **stated in the PCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount **defined in the PCC**. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor’s liabilities.
- 46.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in GCC Sub-Clause 40.1.

47. Bonus

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

48. Advance Payment

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

the payments, is a very approximate figure (usually 0.15) to take account of fixed cost elements or other nonadjustable components. The sum of the adjustments for each currency are added to the Contract Price. [To be transferred to the User Guide]

the Contractor. Interest shall not be charged on the advance payment.

48.2 The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Project Manager.

48.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, Bonuses, or Liquidated Damages.

49. Securities

49.1 The Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount **specified in the PCC**, by a bank or surety acceptable to the Employer, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The Performance Security shall be released when the Defects Liability Period has passed and the Project Manager has certified that all Defects notified by the Project Manager to the Contractor before the end of this period have been corrected.

50. Dayworks

50.1 If applicable, the Day works rates in the Contractor's Bid shall be used only when the Project Manager has given written instructions in advance for additional work to be paid for in that way.

50.2 All work to be paid for as Day works shall be recorded by the Contractor on forms approved by the Project Manager. Each completed form shall be verified and signed by the Project Manager within two days of the work being done.

50.3 The Contractor shall be paid for Day works subject to obtaining signed Day works forms.

51. Cost of Repairs

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

E. Finishing the Contract

52. Completion

52.1 The Contractor shall request the Project Manager to issue a Certificate of Completion of the Works, and the Project Manager shall do so upon deciding that the whole of the Works is completed.

53. Taking Over

53.1 The Employer shall take over the Site and the Works within seven days of the Project Manager's issuing a certificate of Completion.

54. Final Account

54.1 The Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Project Manager shall issue a Defects Liability Certificate and certify any final

payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Manager shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a payment certificate.

55. Operating and Maintenance Manuals

- 55.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates **stated in the PCC**.
- 55.2 If the Contractor does not supply the Drawings and/or manuals by the dates **stated in the PCC** pursuant to GCC Sub-Clause 55.1, or they do not receive the Project Manager's approval, the Project Manager shall withhold the amount **stated in the PCC** from payments due to the Contractor.

56. Termination

- 56.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.
- 56.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:
- (a) The Contractor stops work for 28 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager;
 - (b) The Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 28 days;
 - (c) The Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
 - (d) A payment certified by the Project Manager is not paid by the Employer to the Contractor within 90 days of the date of the Project Manager's certificate;
 - (e) The Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;
 - (f) The Contractor does not maintain a Security, which is required;
 - (g) The Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as **defined in the PCC**; or
 - (h) If the Contractor, in the judgment of the Employer, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract, pursuant to GCC Clause 57.1.
- 56.3 When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other than those listed under GCC Sub-Clause 56.2 above, the Project Manager shall decide whether the breach

is fundamental or not.

56.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.

56.5 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

57. Fraud and Corruption

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

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

57.3 For the purposes of this Sub-Clause:

- (i) "corrupt practice"² is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (ii) "fraudulent practice"³ is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (iii) "collusive practice"⁴ is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) "coercive practice"⁵ is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (v) "obstructive practice" is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false

² "another party" refers to a public official acting in relation to the procurement process or contract execution]. In this context, "public official" includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

³ a "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

⁴ "parties" refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

⁵ a "party" refers to a participant in the procurement process or contract execution.

statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

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

58. Payment upon Termination

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

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

59. Property

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

60. Release from Performance

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

61. Blacklisting Mechanism

61.1 As specified in PCC

62. Determination of loss in case of deviation

62.1 As specified in PCC.

63. Contract Agreement Requirement

63.1 As Specified in PCC.

64. Environmental and Social Safeguard

64.1 The clauses regarding Environmental and social safeguard are mentioned in PCC.

Section VIII.
Particular Conditions of Contract

Section VIII. Particular Conditions of Contract

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

A. General	
GCC 1.1 (r)	The Employer is: Name: Islamabad Electric Supply Company (IESCO), Islamabad, Pakistan Authorized Representative: Chief Engineer (Development) Project Management Unit Islamabad Electric Supply Company (IESCO) Address: Street No: 40, Sector: G-7/4 IESCO Head Office Islamabad Pakistan Telephone: +92 51 9252519, +92 51 2378045 Facsimile number: +92 51 9252345 Electronic mail address: iescopmu@iesco.com.pk
GCC 1.1 (v)	The Intended Completion Date for the work shall be as follows: 180 days after the start date “defined in clause GCC 1.1 (dd) of Section -VII
GCC 1.1 (y)	Chief Engineer (Development) Project Management Unit Office of Chief Engineer (Development) Islamabad Electric Supply Company (IESCO) Address: Street No: 40, Sector: G-7/4 City: Islamabad ZIP Code: 44000 Country: Pakistan Telephone: +92 51 9252519, +92 51 2378045 Facsimile number: +92 51 9252978

GCC 1.1 (aa)	The Sites are located at New Wah
GCC 1.1 (dd)	The Start Date shall be: <u>Ten (10) days after the date of signing the Contract Agreement</u> <u>In case Project Director does not issue commencement letter within Ten (10) days of contract agreement, then commencement will start Ipso facto within Ten days.</u>
GCC 1.1 (hh)	The Works consists of the following: <u>CONSTRUCTION OF THREE (03) NO WAREHOUSES (SIZE 120X60 Feet) AT IESCO REGIONAL STORE NEW WAH INCLUDED IN IESCO 7TH STG BUDGET FOR FY 2025-26 UNDER IESCO OWN RESOURCES (ESTIMATED COST = PKR. 119,739,033/-)</u>
GCC 2.2	Sectional Completions are: Not Applicable
GCC 2.3(i)	The following documents also form part of the Contract: 1- Any correspondence between employer / engineer and the bidder before signing of the contract. 2- All annexures to the bid 3. Personnel CVs 4. IESCO Blacklisting SOP 5. Joint Venture Agreement if any
GCC 3.1	The language of the contract is: <u>English language.</u> The law that applies to the Contract is the law of: <u>Islamic Republic of Pakistan.</u>
GCC 5.1	The Project Director shall delegate his duties and responsibilities for all assignments for execution of project to. Name: Project Director (GSC) Islamabad Electric Supply Company (IESCO) Islamabad, Pakistan Address: GSC House, 132kV I-10 Grid Station, I-10/2, Islamabad, Pakistan Telephone: 051- 4446635
GCC 8.1	Schedule of other contractors: <u>Not Applicable</u>
GCC 13.1	The minimum insurance amounts and deductibles shall be: (a) For loss or damage to the Works, Plant and Materials:

	<u>Full value of the Works, Plant and Material</u> (b) For loss or damage to Equipment: <u>Full value of the loss or damage to Equipment</u> (c) For loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract: <u>Full value of the loss or damage to property</u> (d) For personal injury or death: (i) of the Contractor's employees Insurance: <u>As per Workman Compensation Act of Pakistan</u> (ii) of other people: <u>According to Law of Pakistan</u> <u>Contractor shall provide all above insurance from NICL along with performance guarantee</u>
GCC 14.1	Site Data are: Soil investigation and bearing capacity reports. As & when required by the IESCO Engineer and as required in relevant sections of this document, contractor shall carryout tests pits for foundation within contract price.
GCC 20.1	The Site Possession Date(s) shall be: <u>Seven (07) days after the date of signing of the Contract Agreement</u>
GCC 23.1 & GCC 23.2	Appointing Authority for the Adjudicator: The adjudicator shall be appointed jointly by the Employer and the Contractor at the time of Award of Contract. However, in case of disagreement, Pakistan Engineering Council (PEC) shall be requested by the Employer to appoint the adjudicator, on mutual consent of the two parties, within fourteen (14) days of the receipt of such request.
GCC 24.3	Hourly rate and types of reimbursable expenses to be paid to the Adjudicator: <u>To be decided by the employer, the successful bidder and the adjudicator by mutual consultation at time of award of the contract</u>
GCC 24.4	Institution whose arbitration procedures shall be used: (a) Contracts with domestic contractors: Any dispute between the Employer and a domestic Contractor arising in connection with the present Contract shall be referred to adjudication or arbitration in accordance with the Pakistan Arbitration Act 1940. The place of arbitration shall be: Islamabad, Pakistan

B. Time Control													
GCC 25.1	The Contractor shall submit for approval a Program for the Works within <u>Seven (7) days</u> from the date of the Letter of Acceptance.												
GCC 25.3	The period between Program updates is: Seven (07) days. The amount to be withheld for late submission of an updated Program is: 0.05% per day of the contract price for delay beyond completion schedule. LD shall be considered for delay of work beyond completion schedule and contract agreement signing												
C. Quality Control													
GCC 33.1	The Defects Liability Period is: 365 Days from completion certificate issued by Project Director (GSC) IESCO. Performance Guarantee will be released after expiration of defect liability and satisfactory certificate from Project Director (GSC) IESCO.												
GCC 39.1	Contractor shall submit the invoices to representative of Project Manager as PCC clause GCC 5.1 <table border="1"> <thead> <tr> <th>Invoice No.</th><th>% completion of work</th></tr> </thead> <tbody> <tr> <td>1st Invoice</td><td>40%</td></tr> <tr> <td>2nd Invoice</td><td>60%</td></tr> <tr> <td>3rd Invoice after</td><td>80%</td></tr> <tr> <td>4th Invoice</td><td>90%</td></tr> <tr> <td>Final Invoice after submission of satisfactory completion certificate and takeover of SE (GSO)</td><td>100%</td></tr> </tbody> </table>	Invoice No.	% completion of work	1 st Invoice	40%	2 nd Invoice	60%	3 rd Invoice after	80%	4 th Invoice	90%	Final Invoice after submission of satisfactory completion certificate and takeover of SE (GSO)	100%
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Final Invoice after submission of satisfactory completion certificate and takeover of SE (GSO)	100%												
Note:	In case of payment through LC, the cost and other charges for opening of LC and maintaining of LC account shall be borne by contractor.												

D. Cost Control	
GCC 43.1	The currency of the Employer's country is: Pak Rupees
GCC 44.1	The Contract " <u>is not</u> " subject to price adjustment in accordance with GCC Clause 44.
GCC 45.1	The proportion of payments retained is: 10 %

GCC 46.1	0.05% per day of the contract price for delay beyond completion schedule. LD shall be considered for delay of work beyond completion schedule and commencement date The maximum amount of liquidated damages for the whole of the Works is “10 %” of the final Contract Price.
GCC 47.1	The Bonus for the whole of the Works is Nil per day. The maximum amount of Bonus for the whole of the Works is <u>Nil</u> of the final Contract Price.
GCC 48.1	The Advance Payments shall be: “Not Applicable”
GCC 49.1	The Performance Security amount is: Five 5% of the final contract price in the form of Bank Guarantee issued by a Schedule bank of Pakistan having rating A+, on the prescribed format attached with the bidding document. The performance security shall not be reduced at any Juncture / Event and Clause: 49 of the General Condition of Contract Section-VII shall be followed
E. Finishing the Contract	
GCC 55.1	The date by which operating and maintenance manuals are required is: <u>Not Applicable</u> The date by which “as built” drawings are required is: <u>Before 7 days of Completion of Civil work Grid Station</u>
GCC 55.2	The amount to be withheld for failing to produce “as built” drawings and /or operating and maintenance manuals by the date required in GCC 55.1 is <u>Not Applicable</u>
GCC 56.2 (g)	The maximum number of days is: 180 days
GCC 58.1	The percentage to apply to the value of the work not completed, representing the Employer’s additional cost for completing the Works, is: <u>100% of the cost of the non-completed remaining works.</u>
GCC 61.1	Bidder involve in corrupt practice, “Fraudulent Practice “Fraudulent Practice, Collusive Practice, Coercive Practice during procurement processes or contract agreement, bidder will be recommended for blacklisting/debarment as per Mechanism of Black listing attached as Section X.
GCC-62	Contractor is bound to carryout work as per approved profile, drawings and instructions of Engineer/Designer. In case work is not executed as per approved profile/ Drawing, contractor is sole responsible for any loss occurs as result.
GCC-63	Stamp Duties: This Agreement shall be stamped in accordance with Stamp Act, 1899

	by the Applicant
GCC - 64	Environmental and Social Safeguard Clauses (New Gird Station) The Contractor will ensure to comply with all applicable National Laws & Regulations relating to Environment, Social, Health, Safety, and Involuntary Land Acquisition & Resettlement during entire project cycle. The contractor shall ensure to: • Appoint HSE/Environmental Inspector at work site. • Identify requirements, comply with, monitor and report all control measures, corrective actions set forth, strictly adhered to the IEE/EIA Study Report, Environmental Management Plan (EMP), and its implementation in true letter and spirit. • Provide GSC & PMU a written notice of any unanticipated Environmental, Social risk or impacts that may arise before, during and after construction, those were not considered in the IEE/EIA, EMP. • To submit monthly monitoring and implementation report to Environment & Social Section PMU IESCO. • Provide Personal Protective Equipment (PPEs (Safety Helmets, Hard Helmets, Safety Gloves, Safety Shoes, Safety Glasses, and Safety vests) to all the workers and First Aide Box & Firefighting Equipment at site. Trained firefighting & first aide personals at site. • Safety signs and awareness material printed in Urdu & English languages (486 feet pan-flexes) are placed at visible sites of project (Minimum 15-No). • The contractor will ensure all the formalities mentioned in BOQ. Furthermore, payment to the contractor would be made after verification of Environment & Social Section PMU IESCO regarding compliance with the environment & social aspects. • All amount claimed by contractor in lieu of Environment and Social Safeguard Management shall be sent to Environment & Social Section PMU IESCO for verification. Contractor is bound to obtain E&S clearance certificate before final payment. • Conduct drinking water tests, air quality monitoring, noise measurement and water sprinkling activity as mentioned in BOQ items, the record is provided to Environment & Social Section PMU IESCO and at work site. • Proper landscaping, plantation of healthy trees (Minimum 05' – 07' feet height) is carried out as per BOQ or to comply with the conditions mentioned in environmental approval/ NOC. • Notice in local languages “Urdu” shall be displayed at all sites before commencement of civil works. In case of non-compliance with the Environmental mitigation & monitoring measures, the employer (IESCO) has the right to suspend work and withheld payments till the remedial measures. Any delay causes by the non-compliance of the mitigation and monitoring measured by the contractor will be on account of the contractor and will be liable to pay penalty up to 10% of the total cost of contract and no extension of time will be allowed to the contractor.

Volume-II

(Specification and Reference Drawings)

Following are reference drawing. However, drawing may be changed with soil conditions and bearing capacity.

Reference Drawing Numbers

1. Foundation of 132kV Power Transformer	PTF 02-GS-17.
2. Foundation for 132kV Isolator:	TSW/GS-54
3. Foundation for 132kv CT/PT:	PDD/CG-271.
4. Foundation for 132Kv Circuit Breaker:	TI.LEEEC.CBF-27
5. Foundation for 132kV Gantry (H.L)	PDW/TS-2001.
6. Foundation for 132kv Post insulator	PDD/CG-271.
7. 132Kv Transformer Way:	PDW/TV-348
8. Tranche under Transformer Way:	PDW/TB-478
9. Switchyard Tranche:	PDW/TB-2024
10. Switchyard fence:	PDW/TB-786
11. Switchyard Fence Gate:	PDW/TC-16
12. Stone masonry retaining wall	PDW/TB-1552.
13. Foundation for 132kV Gantry	PDW/TS-1974.
14. Foundation of 132kV Earth Mast	PDW/CB-74.
15. Foundation for 132kV Surge Arrestor	PDD/CG-272
16. Foundation for 11kV Structure	PDW/CG-7
17. Foundation for Capacitor Bank	CYF08904
18. Trench under Transformer Way	PDW/TB-478.

1. These above reference Drawings but it may be modified as per site requirement.
2. Construction specification may be collected from Technical Services Wing and contractor will strictly follow construction specification during execution of project.

MECHANISM
FOR BLACKLISTING OF
CONTRACTORS / CONSULTANTS /
MANUFACTURE

MECHANISM FOR BLACKLISTING OF CONTRACTORS / CONSULTANTS / MANUFACTURERS



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

ISLAMABAD ELECTRIC SUPPLY COMPANY (IESCO)

28th October, 2019

DISCLAIMER

If any clause of this policy afterwards develops contradiction with PPRA Rules, then PPRA Rules will supersede the relevant clause of IESCO Mechanism for Blacklisting of Contractors / Consultants / Manufacturers.

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PREFACE

This mechanism of blacklisting has been drafted in the light of Rule-19 “Blacklisting of suppliers and contractors” of the Public Procurement Rules, 2004 “PPRA Rules”. This Mechanism has been developed to mitigate the possibilities of corrupt practices and ensure the transparent and corruption free public procurement in the organization. The blacklisting policies of various procurement agencies have also been consulted. The policy was placed on IESCO website for more than 03 months & all the stake holders were invited to furnish their comments so that no one may have any objection after its implementation. This mechanism consists of 09 chapters containing Grounds for Blacklisting, Procedure for Suspension and Blacklisting, Formulation of “IESCO Standing Committee for Blacklisting”, Review against Decision of the Procuring Agency, Period of Debarment, Process to deal with Complaints & Guidelines for Evaluation of Performances of Contractors. The procedure has been developed for both of the procurement stages including competitive bidding stage and contract implementation stage. A disclaimer Clause has also been added so that Authority’s instructions could prevail. This document shall be considered an integral part of IESCO Bidding Documents / Tender Documents/ RFPs as well as contract agreements / purchase orders etc. The bidders shall have to submit an undertaking along with their bid that they have read all the contents of this blacklisting mechanism and they accept all the provisions of this document.

DEFINITIONS

In addition to definitions mentioned in bidding document, following definitions are also applicable:

- (i) **Authority:** The Public Procurement Regulatory Authority.
- (ii) **Appeal:** Right of firm/individual to bring its / his grievance against the issuance of Blacklisting Order at the appropriate legal forum.
- (iii) **Appellate Authority:** The department, office or government unit exercising general and/or administrative supervision/control over the blacklisting agency. Department level agencies shall exercise appellate authority over offices, agencies, under their jurisdiction. *Provided, further,* that blacklisting decisions of government agencies that are not subject to general and/or administrative supervision/control of any department, office or government unit shall be final and executor.
- (iv) **Award:** A written notice from the procuring entity accepting a bid or proposal.
- (v) **Blacklisting:** An administrative penalty disqualifying a person or an entity from participating in any government procurement for a given period.
- (vi) **Blacklisting Mechanism:** A mechanism adopted by IESCO as a procuring agency/entity for Blacklisting supplier(s), manufacturer(s), distributor(s), contractor(s) or Experts/consultants/consulting firm(s) etc.
- (vii) **Blacklisted Person/Entity.** A person/entity that was disqualified by an agency and/or is included in the PPRA/ADB/World Bank/Donor Agencies' (working with Government of Pakistan) Consolidated Blacklisting Report/sanctioning list.
- (viii) **Contractor** includes-suppliers, contractors and consultants
- (ix) **Consolidated Blacklisting Report:** The report prepared by the NTDC/WAPDA/DISCOs/PPRA/ADB/World Bank/Donor Agency working with Government of Pakistan containing the list of supplier(s), manufacturer(s), distributor(s), contractor(s) or Experts/ consultants/ consulting firm(s) blacklisted by procuring entities/agencies.
- (x) **Debarment:** state of being legally excluded from participating in all types of procurement proceedings of the procuring department for a given period.
- (xi) **Delist.** Removal of a person/entity from the Consolidated Blacklisting Report.
- (xii) **Procuring Agency:** Any department, attached department or any office of the Islamabad Electric Supply Company;

- (xiii) **Suspension.** Administrative action taken for infractions committed by a contractor during the competitive bidding stage, whereby such contractor is prohibited from further participation in the bidding process of an agency.
- (xiv) **Termination of Contract-** Extinction of contract by reason or resolution or rescission under applicable rules/regulations/laws arising from the default of the firms/individuals.

Chapter No.1

1.1 Introduction

Blacklisting is one of the effective tools used in the struggle against the corruption in connection with public procurement. The main objectives of any procurement process are transparency, economy, fairness and efficiency so that public money is spent on welfare of the public. Hence, blacklisting is an instrument, which may lead to the decrease of the potential corruption risks and also inculcate protection of public means and increase of effectiveness of allocation of the limited resources.

Rule-19 “Blacklisting of suppliers and contractors” of the Public Procurement Rules, 2004 (hereinafter “**PPRA Rules**”) stipulates that;

*“The procuring agencies shall specify a mechanism and manner to permanently or temporarily bar, from participating in their respective procurement proceedings, suppliers and contractors who either consistently fail to provide satisfactory performances or are found to be indulging in corrupt or fraudulent practices. Such barring action shall be duly publicized and communicated to the Authority:
Provided that any supplier or contractor who is to be blacklisted shall be accorded adequate opportunity of being heard.”*

In the light of the above said Clause, Blacklisting Mechanism (hereinafter **the Mechanism**) has been specified for all procurements made by IESCO. This policy shall govern the blacklisting of manufacturers, suppliers, distributors, contractors, consultants and consulting firms (“contractors” for brevity) involved in government procurement for offenses or violations committed during competitive bidding and contract implementation

Any capitalized terms and abbreviations used in this mechanism which are not defined herein shall have the meanings given to them in Public Procurement Regulatory Authority Ordinance, 2002 (hereinafter “**PPRA Ordinance**”) and PPRA Rules amended upto date.

1.2 Extent of Application

- i. The Mechanism shall be applicable and remain in force, along with any amendments thereto, within IESCO until any clear instructions or guidelines are imparted by the Government through PPRA, PEC, or any other competent forum.
- ii. The Mechanism shall also be applicable on the pre-qualified firms.
- iii. The Mechanism shall be applicable for suppliers / bidders / contractors / local agents / representatives / consultants / firms / individuals / distributors / Manufacturers / organization transacting business with IESCO.

- iv. Wherever any provision of this mechanism shall be in conflict with provisions of any applicable guidelines of donor agencies, or any other applicable Statute / Law or Rule enforced at the time in Pakistan, the provisions of the Statute / Law or rule shall prevail.
- v. After Approval of this mechanism by the competent Authority, it shall be considered an integral part of bidding document/tender document/RFP as well contract agreement/Purchase Order, unless otherwise specified PPRA rule-5. The bidder will submit an Undertaking along-with their bid that they have read and accept the provisions of this Mechanism. Non-submission of an Undertaking may result in rejection of their bid. The said Undertaking will subsequently become part of the Contract Agreement as well.

1.3 Basic Principles of Blacklisting Mechanism

Following are the important basic principles of Blacklisting Mechanism::

- i. To lay down effective mechanism for disciplining deviant Contractors against whom, misconduct has been established;
- ii. An opportunity will be provided to any contractor alleged to have committed an act of misconduct, to defend himself;
- iii. The formal hearing be conducted by a Committee/Committees.
- iv. The presenter has the sole responsibility for deciding the terms of suspension.
- v. Blacklisting is a temporary action and not permanent measure.
- vi. The period of blacklisting / suspension would invariably depend upon the seriousness / nature of offence committed by the erring contractor.
- vii. Blacklisting Mechanism is applicable for all type of national or international contractors, manufacturers, consultants, pre-qualified contractors /manufacturers, local agents, distributors and suppliers.

CHAPTER NO. 2

GROUND S FOR BLACKLISTING

2.1 General Grounds

The following shall comprise the broad multilateral grounds for blacklisting:

- i. **Corrupt Practice**" the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
- ii. **Fraudulent Practice**" a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract
- iii. **Collusive Practice**" a scheme of arrangement between two or more bidders, with or without the knowledge of the Purchaser, designed to establish bid price at artificial, non-competitive levels, and
- iv. **Coercive Practice**" harming or threatening to directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.

In addition to above, blacklisting of firms/individuals may be resorted to when the charges are of serious nature, which include but are not limited to the following:

2.2 Grounds at Competitive Bidding Stage

The procuring Agency shall impose on bidder(s)/JV/Entities/Consulting firm(s) or prospective bidders the penalty of suspension or blacklist them for a specific period for the offense from participating in the public bidding process, without prejudice to the imposition of additional administrative sanctions as the internal rules of the agency may provide and/or further criminal prosecution, as provided by applicable laws, for the following violations:

- i. Indulging in Corrupt, Fraudulent as well as Collusive & Coercive Practices.
- ii. Submission of eligibility requirements containing false information or falsified or spurious documents
- iii. Submission of false/forged/unauthentic Bid Security/Pay Order/CDR or infringement of documents to get undue monetary or any other benefit.
- iv. Submission of Bids that contain false information or falsified documents, or the concealment of such information in the Bids or making frivolous complaints and allegations in order to influence the outcome of eligibility screening or any other stage of the public bidding.

- v. Unauthorized use of one's name, or using the name of another for purpose of public bidding.
- vi. Withdrawal of a bid after submission, or refusal to accept an award, or enter into contract with the government without justifiable cause, after he had been adjudged as having submitted the Lowest Calculated Responsive Bid or Highest Rated/ranked Responsive Bid.
- vii. Refusal or failure to submit the required performance security within the prescribed time limit.
- viii. Any documented unsolicited attempt by a bidder to unduly influence the outcome of the bidding in his favor.
- ix. All other acts that tend to defeat the purpose of the competitive bidding, such as but not limited to: an eligible contractor not buying bid documents from procuring agency or not complying with the requirements during bid evaluation, and contractors habitually withdraw from bidding for at least three (3) times within a year.
- x. Bidder(s) (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the procuring agencies of the benefit(s) of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty;
- xi. Involved in litigation or needless petitioning to influence or obstruct the procurement process either on his own behalf or at the behest of any other vested interest.
- xii. Breach of confidentiality of evaluation process as mentioned in Appendix-I based on illegal access or in any way to get undue benefit or to provide benefit or to frustrate the bidding/evaluation process. This will also include attempts to sabotage the bidding process directly or indirectly.
- xiii. Any effort by the bidder to influence the procuring agency in the examination, evaluation, ranking of Proposals, and recommendation for award of Agreement.

In addition to the penalty of suspension, the bid security posted by the concerned bidder or prospective bidder shall also be forfeited.

2.3 Grounds at Contract Implementation Stage

Without prejudice to the imposition of additional administrative sanctions as the internal rules of the procuring agency may provide and/or further criminal prosecution as provided by applicable laws, the procuring agency shall take against the contractors after the termination of the contract, the action of suspension for specific period from participating in the public bidding process, for violations committed during the contract implementation stage, which include but not limited to the following:

- a. Indulging in Corrupt, Fraudulent as well as Collusive & Coercive Practices.
- b. Extraordinary delay in signing or refusal to accept the Notification of Award (NOA) and/or the contract without any cogent reason.
- c. Failure of the contractor, due solely to his fault or negligence, to mobilize and start work or performance within the specified period in the Notice of Award (NOA).
- d. Submission of fake / frivolous or mutilated Performance Guarantee or Advance Payment guarantee etc.
- e. Failure by the contractor to fully and faithfully comply with its contractual obligations without valid cause, or failure by the contractor to comply with any written lawful instruction of the procuring entity or its representative(s) pursuant to the implementation of the contract. For the procurement of infrastructure projects or consultancy contracts, lawful instructions include but are not limited to the following:
 - i. Employment of competent technical personnel, competent engineers and/or work supervisors; and Deployment of committed equipment, facilities, support staff and manpower; and
 - ii. Provision of warning signs and barricades in accordance with approved plans and specifications and contract provisions;
 - iii. Stockpiling in proper places of all materials and removal from the project site of waste and excess materials, including broken pavement and excavated debris in accordance with approved plans and specifications and contract provisions;
 - iv. Renewal of the effective dates of the performance security after its expiration during the course of contract implementation.
- f. Assignment and subcontracting of the contract or any part thereof or substitution of key personnel named in the proposal without prior written approval by the procuring entity.
- g. For the procurement of goods, unsatisfactory progress in the delivery of the goods by the manufacturer, supplier or distributor arising from his

fault or negligence and/or unsatisfactory or inferior quality of goods, as may be provided in the contract or as under:

- i. Deviations from specifications and terms & conditions of the purchase order/contract.
 - ii. Provision of fake prototype/type test reports
 - iii. Provision of fake inspection call FAT/Type test
 - iv. Failure to rectify the fault/damage/problem during period of warrantee
 - v. Supply of goods through inappropriate way such as smuggling of goods
 - vi. Supply of stolen goods/re-sold goods.
 - vii. Provision of fake /forged custom /taxes /duties documents
- h. For the procurement of consulting services, poor performance by the consultant of his services arising from his fault or negligence. Any of the following acts by the consultant shall be construed as poor performance and is liable to be Blacklisted:
- i. Defective design resulting in substantial corrective works in design and/or construction;
 - ii. Failure to deliver critical outputs due to consultant's fault or negligence; and
 - iii. Specifying materials which are inappropriate, substandard, or way above acceptable standards.
 - iv. Allowing defective workmanship or works by the contractor being supervised by the consultant.
 - v. Submitting CV's of key personnel in the prequalifying process or bid documents of professionals that are not in actual employment of the bidder or without consent of experts.
 - vi. Acting together (Contractor & Consultant) in secret toward a fraudulent or illegal end
- i. For the procurement of infrastructure projects, poor performance by the contractor or unsatisfactory quality and/or progress of work arising from his fault or negligence. Any of the following acts by the constructor shall be construed as poor performance:

- i. Negative slippage of 15% and above within the critical path of the project due entirely to the fault or negligence of the contractor; and
- ii. Quality of materials and workmanship not complying with the approved specifications/Drawing(s) arising from the contractor's fault or negligence.
- iii. Unnecessary delay in completion of project
- iv. Failure to rectify fault/problem/damages during defect liability.
- j. Willful or deliberate abandonment or non-performance of the project or contract by the contractor resulting to substantial breach thereof without lawful and/or just cause.
- k. In addition to above, other grounds for blacklisting of firms/individuals include but are not limited to the following:
 - i. Obtaining fraudulent payments;
 - ii. Obtaining contracts by misleading the purchaser;
 - iii. Refusal to pay IESCO dues etc.;
 - iv. Failure to fulfill contractual obligations Changes in the status of firm's ownership/partnership etc., causing dissolution of the firm which existed at the time of inspection prior to original registration of the firm
 - v. Registration of a firm with a new name by the Proprietor or family or a nominee thereof of a firm that has been already blacklisted;
 - vi. Contractors who have negotiated Plea Bargain under the National Accountability Ordinance 1999, or contractors involved with any other criminal proceedings conducted by any investigation agency where default has been proved specifically in relation to supplies made to or contracts concluded with IESCO or department thereof;.
 - vii. Non-compliance of the existing policy/rules/law of GoP during execution of contract.
 - viii. Hiring of underage personnel for assignments or works violating Child Labor (Prohibition and Regulation) Amendment Bill, 2016.
 - ix. Non-Adherence to safety codes.

For the Blacklisting of a Firm, in addition to the penalty of suspension for a certain period, the performance security posted by the contractor shall also be forfeited.

CHAPTER NO. 3

FORMULATION OF “IESCO STANDING COMMITTEE FOR BLACKLISTING”

3.1 Defining Structure of Committee

A permanent Committee namely “IESCO’s Standing Committee for Blacklisting” comprising of the following members shall examine the justification of the reasons given by the Project Authority prior to blacklisting / debarment of any firm/supplier/contractor/ individual.

i. General Manager Technical	Convener
ii. Director General/ Manager (Legal) IESCO	Member
iii. Representative of Finance Director (Not Less than the Rank of Manager)	Member
iv. Deputy Manager (Village Electrification Cell)	Member
v. Deputy Manager Procurement PMU	Member

The quorum for committee meeting will be 3 members including the Convener, the presence of Convener is mandatory. Committee shall evaluate the case and develop consensus however, in case of conflict among the member of committee, decision of convener shall be considered final.

3.2 Provision of Additional Member

Depending upon the nature of the case, the Committee may consult or appoint / nominate additional members from within IESCO with the approval of Chief Executive Officer (CEO) IESCO, provided that the Committee consists of an odd number of individuals as per spirit of Rule 48(1) of the PPRA Rules. Independence of any additional members shall be ensured while making the selection of such additional members. Furthermore, the aforementioned Standing Committee shall also be authorized to seek external expert advice or call any employee of IESCO as and when required.

3.3 Timeline for Finalization of Recommendations

The committee shall finalize its recommendations within the time specified in this mechanism.

CHAPTER NO. 4

PROCEDURE FOR SUSPENSION AND BLACKLISTING.

4.1 The Competitive Bidding Stage

4.1.1 Initiation of Action

Upon receipt of or obtaining information and / or knowledge that any person(s) is involved in practices mentioned in Article 2.1 and 2.2 of the Mechanism, the concerned project Authority / formation may initiate the suspension and blacklisting proceedings by filing its recommendations with the procuring agency or procuring agency also motu proprio (by itself) commence the proceedings upon prima facie (self-sufficient) determination that the bidder/ prospective bidder/ JV/ Person/Entity has committed any of the grounds for blacklisting during the competitive bidding stage as mentioned in article-2.1 & article-2.2 of the policy.

The Project Director or Project implementation Agency shall provide substantial evidence for the person/entity/JV/Firm against whom the case for blacklisting has been initiated.

4.1.2 Notification

Upon verification of the existence of grounds for blacklisting, the procuring agency shall immediately notify the contractor concerned in writing, advising him that:

- a. Complaint for suspension and blacklisting has been filed against him, or he has been considered by the procuring agency for suspension and blacklisting, stating the grounds for such;
- b. He has the opportunity to explain his position regarding why he should not be suspended and blacklisted;
- c. Hearing shall be conducted before the procuring agency or “IESCO’s Standing Committee for Blacklisting”, upon his request, where he may present documentary evidence, verbal testimony and cross-examine the witnesses presented against him; and
- d. The consequences of being suspended and blacklisted.

Within seven (7) calendar days from receipt of notification, the bidder shall submit its written answer with documentary evidence to the procuring agency or “IESCO’s Standing Committee for Blacklisting” with a manifestation for request of hearing to determine questions of fact, if he so desires. No time extension shall be allowed. if contractor fail to answer within the stipulated period, the procuring agency shall issue a resolution recommending its blacklisting with the immediate suspension of the contractor from participating in any bidding process of the agency for a certain period and the forfeiture of his bid security.

4.1.3 Hearings

If a hearing is requested by the contractor, the procuring agency shall immediately set the date and time for hearing. The hearing shall be non-litigious and shall be terminated within five (5) days. The procuring agency shall constitute an independent "Hearing Committee" comprising of odd Number members. The procuring agency may also invite a representative from PPRA or a duly recognized private group in a sector or discipline relevant to the procurement at hand as an observer for each hearing.

If no request is made, the procuring agency shall make a determination of the case based on the complaint, answer, documentary evidence submitted and facts verified. If the procuring agency is convinced that the contractor/bidder is at fault, it shall issue a resolution recommending for its blacklisting with suspension of the bidder from participating in any bidding process of the agency and the forfeiture of his bid security.

4.1.4 Decision

The Head of the Procuring Entity shall, within fifteen (15) days from receipt of the resolution and the records of proceedings, determine whether reasonable cause exists for the suspension of the contractor and the forfeiture of the latter's bid security. If the Head of the Procuring Entity determines that such reasonable cause exists, he shall issue a decision regarding its blacklisting and suspending the contractor from participating in any bidding process of the agency, and further declaring that his bid security is forfeited. Otherwise, he shall dismiss the case.

The decision shall clearly and distinctly state the facts, evidence and the law on which it is based, as well as the date of effectiveness of the penalty, if any.

In case a contractor commits more than one offense or a combination of offenses for the same project/contract in a particular agency, each violation shall be met the corresponding penalty.

4.1.5 Notice of Decision

The procuring agency shall furnish the suspended contractor a copy of the decision immediately from its promulgation.

4.2 Contract Implementation Stage

4.2.1 Initiation of Action

Procuring Agency shall commence the proceedings upon prima facie (self-sufficient) determination that the contractor has committed any of the grounds for blacklisting during the contract implementation stage as mentioned in bidding document/Contract agreement or any event as mentioned in article-2.1 & article-2.3 of the policy of written complaint from Engineer/ consultant/ supervisory office.

The Project Director or Project implementation Agency shall provide substantial evidence for the person/entity/JV/Firm/Contract against whom the case for blacklisting has been initiated.

4.2.2 Notification

Upon verification of the existence of grounds for blacklisting, the procuring agency shall immediately notify the contractor concerned in writing, advising him that:

Within seven (7) calendar days from receipt of notification, the contractor shall submit its written answer with documentary evidence to the procuring agency with a manifestation for request of hearing to determine questions of fact, if he so desires. No time extension shall be allowed.

If the contractor fail to answer within the stipulated period, the procuring agency shall issue a resolution recommending the blacklisting with immediate suspension of the contractor from participating in any bidding process of the agency and the forfeiture of his bid security.

4.2.3 Hearings

If a hearing is requested by the contractor, the procuring agency shall immediately set the date and time for hearing. The hearing shall be non-litigious and shall be terminated within five (5) days. The procuring agency shall constitute an independent "Hearing Committee" comprising of odd Number members. The procuring agency may also invite a representative from PPRA or a duly recognized private group in a sector or discipline relevant to the procurement at hand as an observer for each hearing.

If no request is made, the procuring agency shall make a determination of the case based on the complaint, answer, documentary evidence submitted and facts verified. If the procuring agency is convinced that the contractor is at fault, it shall issue a resolution recommending for blacklisting with suspension of the contractor from participating in any bidding process of the agency and the forfeiture of his performance security.

4.2.4 Decision

The procuring agency shall, within fifteen (15) days from receipt of the resolution and the records of proceedings, determine whether reasonable cause exists for the suspension of the contractor and the forfeiture of the latter's performance security. If the Head of the Procuring Entity determines that such reasonable cause exists, he shall issue a decision for blacklisting the contractor with suspending the contractor from participating in any bidding process of the agency, and further declaring that his performance security is forfeited. Otherwise, he shall dismiss the case.

The decision shall clearly and distinctly state the facts, evidence and the law on which it is based, as well as the date of effectivity of the penalty, if any.

In case a contractor commits more than one offense or a combination of offenses for the same project/contract in a particular agency, each violation shall be met the corresponding penalty

4.2.5 Notice of Decision

The procuring agency shall furnish the blacklisted contractor a copy of the decision immediately from its promulgation.

CHAPTER NO. 5

REVIEW AGAINST DECISION OF THE PROCURING AGENCY

5.1 Filing an Appeal for Review against decision

The Contractor shall have the right to lodge request to review the blacklisting decision, if the same is convinced that some concrete evidence proves the case otherwise in favor of the Contractor. For this purpose, the same will file an appeal within five (5) days from receipt of the notice of decision.

5.2 Constituting Decision Review Committee

The procuring agency shall constitute an independent “Decision Review Committee” comprising of three members and external observer(s) preferably PPRA representative.

5.3 Timeline for Deciding the Appeal

Committee shall resolve with finality the review application within ten (10) days from the filing thereof and furnish blacklisted/suspended contractor/bidder a copy of the resolution immediately from its promulgation.

5.4 Finalization of the Decision

The decision of the committee shall become final and executor after the lapse of fifteen days from the receipt of the notice of decision or decision of review application. If an appeal is filed, the affirmed, modified or reversed decision shall become final and executory upon receipt thereof by the department and person/entity concerned. Upon finality of the decision suspending the contractor, the procuring agency shall issue a Blacklisting Order disqualifying the erring contractor from participating in the bidding of all projects.

CHAPTER NO. 6

APPEAL

6.1 Filing an Appeal with the Authority

The Contracting Firm shall have the right to file an appeal with the Authority within ten days from the date of receipt of the decision for either or both of the following causes, provided that only a single application shall be filed with the Authority:

- a. The decision is not in conformity with the evidence and/or facts presented, hence does not construe grounds for Blacklisting laid down under Rule 19 of the PPRA Rules – 2004; and
- b. Newly discovered evidence or facts which could not be discovered and produced at the investigation and which when presented would probably alter the result of the investigation.

CHAPTER NO. 7

PERIOD OF DEBARMENT

7.1 Period of Debarment for Blacklisted Firms

The Blacklisting shall be for a reasonable specified period of time and as a general rule of prudence, the period may not exceed three years. The following time periods shall be considered for debarment on account of blacklisting;

Causes of Blacklisting	Time for Debarment
Corrupt & fraudulent & collusive practices, criminal breach of trust.	03 years
Submission of fake documents including financial instruments like securities & guarantees, submission of false Financial statement / Audit reports etc.	03 years and forfeiture of securities
Making false statement and allegation to gain undue advantage	03 years and forfeiture of securities
Commission of embezzlement, theft, cheating, forgery, bribery, falsification or destruction of records, receiving stolen property, false use of trademark, securing fraudulent registration, giving false evidence, furnishing false information.	03 years and forfeiture of securities
Breach of confidentiality of evaluation process as mentioned in Appendix 1 hereto	06 month to 02 years as mentioned in Appendix-1 and forfeiture of securities
Extraordinary delay in signing or refusal to accept a procurement contract without cogent reasons, when the bid has been accepted by IESCO	06 month to 02 years as determined by the committee and forfeiture of securities
Non-satisfactory performance as mentioned in Appendix-2	2 years and forfeiture of securities
The contractor was blacklisted by the government or the donor agency and subsequently adopted by IESCO	3 years or the time period for which the concerned agency debarred the contractor, whichever is higher

In case the person/ contractor / firm/ consortium appeared in Consolidated Blacklisting Report shall also be considered debarred in participation of bidding process.

Note: **All the penalties given herein above will be in addition to the consequences already agreed upon by the parties in the contract or any other documents.**

CHAPTER NO. 8

APPRAISAL TO PROCUREMENT COMMITTEE/BOARD OF DIRECTORS

8.1 Appraisal of Blacklisted Firms to Procurement Committee/ Board of Directors (BoD)

The Procuring Agency shall apprise the Procurement Committee/Board of Directors (BoD) before communicating its Blacklisting decision to the Authority, if a Firm/Company/Bidder/JV/Manufacturer/Subcontractor/Consultant etc. is declared blacklisted by the IESCO.

CHAPTER NO. 9

COMMUNICATION OF NOTIFICATION TO AUTHORITY

9.1 METHODOLOGY FOR COMMUNICATION OF NOTIFICATION TO THE PPRA/NTDC/WAPDA/DISCOs

9.1.1 Unless otherwise provided in these policies, the blacklisting agency concerned shall submit to the PPRA /NTDC/WAPDA /DISCOs, within seven (7) calendar days after the issuance of the blacklisting order/delisting orders made by the agency, the following documents:

- a. Blacklisting Order duly signed by the Head of procuring agency containing, among others, Department/Office Order or Board Resolution number, name and address of the blacklisted person/entity, license number, if applicable, project/contract and location/amount, specific ground(s)/offense(s) committed as provided in article-9, sanction imposed and its date of start and completion, date of issuance of the order to blacklist, and other conditions which can extend duration of sanctions in article-9.
- b. Delisting Order duly signed by the blacklisting agency containing, among others, Department/Office Order or Board Resolution number, name and address of the blacklisted person/entity, name of project/contract and location, specific sanction being lifted and the number of previously issued blacklisting Department/Office Orders or Board Resolutions, effectively date of delisting, and date of delisting approval.

9.1.2 The PPRA shall prepare the Consolidated Blacklisting Report every quarter, based on the submitted Blacklisting Orders and disseminate the same to procuring agencies. The report shall be further posted in the PPRA website and shall indicate the number of times a person/entity has been blacklisted, the type of offense/violation committed, the penalty imposed, and the blacklisting agency concerned. The PPRA shall delist from such report those whose sanctions are lifted automatically after serving the given penalty as provided for in article-9 hereof and those whose sanctions are lifted through the issuance of Delisting Orders.

9.1.3 In the case of procurement of infrastructure projects, a blacklisting agency should decide to refer the case of its blacklisted person/entity to Pakistan Engineering Council (PEC)/SECP for license suspension/revocation, it shall submit

to PEC/SECP a copy of the decision accompanied with supporting documents.

- 9.1.4** All existing blacklisting reports of the Government or any of its procuring agencies, as well as the list of constructors/Consultant/consulting firms whose licenses are suspended or revoked by the PEC as of the date of effectiveness, are hereby adopted and made part of the PPRA Consolidated Blacklisting Report upon the issuance of these orders.

9.2 EFFECTIVENESS

These guidelines / mechanism or any amendments thereof shall take effect immediately after its approval from Board of Directors of IESCO.

9.3 AMENDMENTS

In the implementation of this policy, the IESCO/PPRA may introduce modifications thereto through the amendment of its specific provisions as the need arises. Any amendment to this policy shall be applicable to government projects advertised for bid after the effectiveness of the said amendment.

9.4 DELISTING

A blacklisted person/entity shall automatically be delisted after the period for the penalty shall have elapsed, unless the blacklisting agency requests the PPRA/NTDC/DISCOs/WAPDA to maintain the blacklisted person/entity in the PPRA/PPRA/NTDC/DISCOs/WAPDA Consolidated Blacklisting Report due to justifiable reasons. In the latter case, the blacklisted person/entity shall be delisted only upon the blacklisting agency's issuance of a Delisting Order.

APPENDIX-1

PROCESS TO DEAL WITH COMPLAINTS

It has been frequently observed that after opening of tenders, the bidders start to influence the evaluation process. Such misleading attempts results in delay in finalizing of award of contract and cause financial loss to the National exchequer and stain its sanctity. The evaluation process is confidential till publication of award of contract process.

Provision of guidelines of international donor agencies and PPRA provides sufficient opportunity to bidders for redressal of their grievances. Hence, the attempts made by the bidders during evaluation process or thereafter to influence the contract award decisions fall under the definition of corrupt and fraudulent practices. Therefore, during bidding stage, the following mechanism shall be adopted in case of receipt of any complaint from the bidder.

- i. Anonymous complaints shall not be entertained.
- ii. The Procuring Agency reserves the right to call for an affidavit from the complainant verifying the truthfulness and correctness of the contents of the complaint.
- iii. The notice of displeasure and explanation will be immediately sent to those firms who lodge the complaint during the evaluation process.
- iv. If the firm itself or through its agent or any third party does not refrain from making complaints in the same tender, the official warning will be sent and their case will be sent to IESCO's Rights Protection Committee which may analyses the situation and suggest action including the rejection of the bid of the complainant, However, Project Authority with prior approval of CEO IESCO. May reject the bid even in first instance depending upon nature of the case or provision of the Bidding Documents.
- v. If the same bidder itself or through its agent or any third party lodges complaint in another tender floating in parallel before decision of Committee, its bid will straight forwardly be rejected by the project authority. It may also be debarred to participate in the next tender for six months under intimation to the Committee and CEO IESCO.
- vi. If the same bidder itself or through its agent or any third party lodges complaint third time in the same or any other tender within a period of one years, its bid will be rejected and bid security will be forfeited by the project authority. It may also be debarred to participate in the next tender for one year under intimation to the committee and CEO IESCO.
- vii. In order to monitor the record of the bidders, a data base will be maintained at IESCO's website and the offices of the project authorities regarding firms / supplier / contractors/consultant who consistently lodge complaints during the evaluation process by making clandestine access to confidential record and hamper the award of contract process.

- viii. In order to monitor the record of the persons, a data base will be maintained at IESCO's website and offices of the project authorities regarding such persons who consistently lodge frivolous complaints during the evaluation process by making clandestine access to confidential record and hamper the award of contract process.

NOTE:

It is clarified that the process provided above in Appendix-I is to discourage anonymous and frivolous complaints only and does not mean to prevent any person aggrieved by any act of the procuring agency from lodging a genuine complaint /grievance as provided under Rule-48 of the PPRA Rules-2004.

APPENDIX-2

GUIDELINES FOR EVALUATION OF PERFORMANCE OF CONTRACTORS

- i. After signing of the contract, the Project authority (or the Consultant / Engineer) must monitor and evaluate the Contractor's performance, that is, whether the Contractor is fulfilling his obligations based on the terms of the contract and plans that were developed and agreed upon with the Project authority at the time of signing of contract or during kick-off meetings. In case of breach of contract or consistent non-performance security or debarment / blacklisting.
- ii. Though the contractor's performance evaluation is an on-going process, which takes place throughout the duration of the contract and also during the Defect Liability / Warranty Period, hence a Contractors Performance Evaluation Report shall be drafted by the project authority once all of the contractual obligations of the latter have been completed so that the project authority have gained a more complete picture that will help it in formulating a more objective judgment.
- iii. The performance evaluation report may be prepared for all contracts of more than Rs. 50 million. When based on the Evaluation Report, the performance of the contractor is non-satisfactory in. EPC contract(s) (or the contractor receives 02 No Notices of Default within same contract or against consecutive contract (s) within a period of 2 years) and 03 No supply contracts awarded within a period of 02 years, the procuring agency may initiate the case of blacklisting of the contractors in accordance with the terms of this mechanism.
- iv. In case of any extra-ordinary delay in performance of a single contract of vital and critical importance, the procuring agency shall have the right to terminate the contract, recover the loss and debar the bidder/firm/JV/contractor/consultant from participation in future tenders. The procuring agency shall be the sole judge to determine the importance of the project.
- v. The above said assessment will be in addition to the provisions already agreed by the parties in the contract or any other documents.



No.

/IESCO/ISB

Dated:

Form for Hearing

Through Registered AD, Courier Service or email or Fax

1. A committee for investigation of blacklisting Proceedings in furtherance of Rule 19 PPRA, 2004 has been constituted to investigate and decide upon the allegations at Para-2/below. You are required to appear in person or defend in writing with evidence on_____ at IESCO Head Office as to why you should not be blacklisted for:

2.

*****Add charge*****

3. You are being given an opportunity to be heard and are required to appear in person or defend in writing with evidence on_____at IESCO Head Office. In case of you failure to attend or pay heed the Committee shall proceed ex-parte.
4. [To be added in the third notice]. As of final notice you are directed to furnish a satisfactory explanation in writing with supporting evidence within three days of receipt of this notice, to show cause as to why the blacklisting penalty may not be imposed. Failing to pay heed to this last notice shall stand a presumption against you that you have no explanation to offer and the matter shall be proceeded ex-part.

General Manager (Technical)
IESCO Head Office,
Street No. 40, Sector G-7/4.
Islamabad - 46000