

ISLAMABAD ELECTRIC SUPPLY COMPANY LIMITED



(TENDER NO. IESCO/PMU/CIVIL/NCB-213/2025-26)

BIDDING DOCUMENT ON ITEM RATE BASIS/WCSR-2022

FOR PROCUREMENT OF

**CONSTRUCTION OF RCC PILE FOUNDATIONS TUBULAR POLES, ERECTION,
STRINGING, TESTING & COMMISSIONING INCLUDING EMMP FOR 132 KV DOUBLE
CIRCUIT FEEDING TRANSMISSION LINE (1.169 KM) FOR TECHNOLIS GRID STATION
UNDER COST DEPOSIT HEAD (ESTIMATED COST = PKR. 31,125,580/-)**

SINGLE STAGE TWO ENVELOPE BIDDING PROCEDURE

Date of Opening: 12.09.2025

Name of Firm: _____

Tender Form Issuing Authority: _____

Chief Engineer (Development)
Project Management Unit
IESCO St No. 40, Sector G-7/4, Islamabad, Pakistan

PREFACE

This Standard form of Bidding Documents for procurement of Works (Electrical & Mechanical E&M) is one such document prepared by a team of Experts, comprising purchasers, constructors and consultants to accommodate Single Stage - One Envelop, bidding procedures for procurement of Works (Electrical & Mechanical E&M). However, if it is to be bided under **Single Stage-Two Envelopes** bidding procedure, relevant provisions in Instruction to Bidders (ITB), Bidding Data and Form of Bid should necessarily be amended. This Bidding document is formulated in light of PPRA Rules 23(2) and 23(4) in absence of PEC SBD for Single Stage two Envelopes Bidding Procedure. This Bidding Document is not inconsistent with PPRA rules.

INVITATION FOR BIDS (IFB) USING E-PADS

(TENDER NO. IESCO/PMU/CIVIL/NCB-213/2025-26)

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 RCC PILE FOUNDATIONS TUBULAR POLES, ERECTION, STRINGING, TESTING & COMMISSIONING INCLUDING EMMP FOR 132 KV DOUBLE CIRCUIT FEEDING TRANSMISSION LINE (1.169 KM) FOR TECHNOPOLES GRID STATION UNDER COST DEPOSIT HEAD (ESTIMATED COST = PKR. 31,125,580/-)

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-5** Specialization Code of **CE-02, CE-10, EE-05** 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. 31 Million**. However, none of the work order should be less than **30% of Rs. 31 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 year (with no negative net worth in any of the last three years) | 12 |
| Average Annual Turn Over (AATO) | 142 |
| Financial Resources/Cash Flow | 31 |

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 **120 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. 933,767/- 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 **12.09.2025 at 11:30 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

Standard Bidding Document

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PART 1 – Bidding Procedures

Section 1 - Instructions to Bidders

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Section I - Instructions to Bidders

A. General

- 1. Scope of Bid**

1.1 The Employer, as **indicated in the BDS**, issues this Bidding Document for the procurement of the Works as specified in Section 6 (Employer’s Requirements). The name, identification, and number of contracts of this bidding are **provided in the BDS**.

Throughout this Bidding Document:

 - (a) the term “in writing” means communicated in written form and delivered against receipt;
 - (b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and
 - (c) “day” means calendar day.
- 2. Source of Funds**

2.1 Project Management Unit received funds under Cost Deposit Head (IESCO Own Resources) and intends to spend portion of funds for Transmission Line (1.169 km) for Technopolis Grid Station
- 3. Fraud and Corruption**

3.1 It is the Employer’s policy to require bidders, suppliers, and contractors and their subcontractors under contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of PPRA rule 2(f),

 - i. “corrupt practice” 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” 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” 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” 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

- (a) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a employer 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
 - (b) acts intended to materially impede the exercise of the employer's inspection and audit rights provided for under sub-clause 3.1 (viii) below.
- vi. will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;
- vii. will blacklist a firm or individual, including declaring ineligible, either indefinitely or for a stated period of time, to be awarded a PEPCO/DISCO/IESCO contract according to IESCO Black listing Policy if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a Employer contract; and
- viii. will have the right to require that a provision be included in bidding documents and in contracts financed by a employer, requiring bidders, suppliers, and contractors and their sub-contractors to permit the employer to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by the employer.

3.2 Furthermore, bidders shall be aware of the provision stated in GCC Sub-Clauses 22.2 and 56.2(h).

4. Eligible Bidders

4.1 A Bidder may be a natural person, private entity, or government-owned entity—subject to ITB 4.6—or any combination of them in the form of a joint venture, under an existing agreement, or with the intent to constitute a legally-enforceable joint venture. Unless otherwise **stated in the BDS**, all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms.

4.2 *Unless otherwise stated in the BDS*, A Bidder, and all parties constituting the Bidder, shall have the nationality of an eligible country, in accordance with Section 5 (Eligible Countries). A

Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, or incorporated, and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including related services.

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

- (a) they have a controlling partner 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 information about or influence on 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. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the party is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid as **stated in the BDS**; or
- (f) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; or
- (g) a Bidder, or any of its affiliates has been hired (or is proposed to be hired) by the Employer as Engineer for the contract.

4.4 A firm that is under a declaration of ineligibility by the Employer in accordance with ITB 19.8, at the date of the deadline for bid submission or thereafter, shall be disqualified.

4.5 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.

4.6 Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.

4.7 *Unless otherwise stated in the BDS*, in case a prequalification process has been conducted prior to the bidding process, this bidding is open only to pre-qualified Bidders.

5. Eligible Materials, Equipment and Services

5.1 The materials, equipment and services to be supplied under the Contract shall have their origin in eligible source countries as defined in ITB 4.2 above and all expenditures under the Contract will be limited to such materials, equipment, and services. At the Employer's request, Bidders may be required to provide evidence of the origin of materials, equipment and services.

5.2 For purposes of ITB 5.1 above, "origin" means the place where the materials and equipment are mined, grown, produced or manufactured, and from which the services are provided. Materials and equipment are produced when, through manufacturing, processing, or substantial or major assembling of components, a commercially recognized product results that differs substantially in its basic characteristics or in purpose or utility from its components.

B. Contents of Bidding Document

6. Sections of Bidding Document

6.1 The Bidding Document consist of Parts 1, 2, and 3, *which* include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB8.

PART 1 Bidding Procedures

Section I – Instructions to Bidders (ITB)

Section II – Bid Data Sheet (BDS)

Section III – Evaluation and Qualification Criteria

Section IV – Bidding Forms

Section V – Eligible Countries

PART 2 Requirements

Section VI – Works Requirements

PART 3 Conditions of Contract and Contract Forms

Section VII – General Conditions (GC)

Section VIII – Particular Conditions (PC)

Section IX – Contract Forms

IESCO Mechanism for Blacklisting

6.2 The Invitation for Bids issued by the Employer is not part of the Bidding Document.

6.3 The Employer is not responsible for the completeness of the Bidding Document and their Addenda, if they were not obtained directly from the source stated by the Employer in the Invitation for Bids.

6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the bid.

- 7. Clarification of Bidding Document, Site Visit, Pre-Bid Meeting**
- 7.1 A prospective Bidder requiring any clarification of the Bidding Document shall contact the Employer in writing at the Employer's address **indicated in the BDS** or raise his inquiries during the pre-bid meeting if provided for in accordance with ITB 7.4. The Employer will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of bids, within a period **given in the BDS**. The Employer shall forward copies of its response to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. Should the Employer deem it necessary to amend the Bidding Document as a result of a request for clarification, it shall do so following the procedure under ITB 8 and ITB22.2.
- 7.2 The Bidder is encouraged to visit and examine the Site of Works and its surroundings and obtain for itself, on its own risk and responsibility, all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.
- 7.3 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its 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 the inspection.
- 7.4 The Bidder's designated representative is invited to attend a pre-bid meeting, if **provided for in the BDS**. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 7.5 The Bidder is requested, as far as possible, to submit any questions in writing, to reach the Employer not later than one week before the meeting.
- 7.6 Minutes of the pre-bid meeting, including the text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3. Any modification to the Bidding Document that 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 ITB 8 and not through the minutes of the pre-bid meeting.
- 7.7 Nonattendance at the pre-bid meeting will not be a cause for

Disqualification of a Bidder.

8. Amendment of Bidding Document

- 8.1 At any time prior to the deadline for submission of bids, the Employer may amend the Bidding Document by issuing addenda.
- 8.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document from the Employer in accordance with ITB 6.3.
- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB 22.2

C. Preparation of Bids

9. Cost of Bidding

- 9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

10. Language of Bid

- 10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer, shall be written in the language **specified in the BDS**. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language **specified in the BDS**, in which case, for purposes of interpretation of the Bid, such translation shall govern.

11. Documents Comprising the Bid

- 11.1 The Bid shall comprise the following:
 - (a) Letter of Bid;
 - (b) Completed Schedules, in accordance with ITB 12 and 14, or **as stipulated in the BDS**;
 - (c) Bid Security in accordance with ITB19;
 - (d) alternative bids, at Bidder's option and if permissible, in accordance with ITB13;
 - (e) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB20.2;
 - (f) documentary evidence in accordance with ITB 17 establishing the Bidder's qualifications to perform the contract;
 - (g) Technical Proposal in accordance with ITB 16 & Price Proposal in accordance with ITB21;
 - (h) In the case of a bid submitted by a joint venture (JV), the JV agreement, or letter of intent to enter into a JV including a draft agreement, indicating at least the parts of the works to

be executed by the respective partners; and

(i) Any other document **required in the BDS**.

12. Letter of Bid and Schedules

12.1 The Letter of Bid, Schedules, and all documents listed under Clause 11, shall be prepared using the relevant forms in Section IV (Bidding Forms), if so provided. The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

13. Alternative Bids

13.1 Unless otherwise **indicated in the BDS**, alternative bids shall not be considered.

13.2 When alternative times for completion are explicitly invited, a statement to that effect will be **included in the BDS**, as will the method of evaluating different times for completion.

13.3 When **specified in the BDS** pursuant to ITB 13.1, and subject to ITB 13.4 below, Bidders wishing to offer technical alternatives to the requirements of the Bidding Document must first price the Employer's design as described in the Bidding Document and shall further provide all information necessary for a complete evaluation of the alternative by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Employer.

13.4 When **specified in the BDS**, Bidders are permitted to submit alternative technical solutions for specified parts of the Works. Such parts will be **identified in the BDS** and described in Section VI (Employer's Requirements). The method for their evaluation will be stipulated in Section III (Evaluation and Qualification Criteria).

14. Bid Prices and Discounts

14.1 The prices and discounts quoted by the Bidder in the Letter of Bid and in the Price Schedules shall conform to the requirements specified below.

14.2 The Bidder shall submit a bid for the whole of the works described in ITB 1.1 by filling in prices for all items of the Works, as identified in Section IV, Bidding Forms. In case of admeasurements contracts, the Bidder 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 the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the Bill of Quantities. Prices for all items of the Works under WCSR rates described in the Bill of Quantities shall be quoted in correct Row. Percentage mentioned in the "Row of Below or Above shall prevail".

- 14.3 The price to be quoted in the Letter of Bid shall be the total price of the Bid, excluding any discounts offered.
- 14.4 Unconditional discounts, if any, and the methodology for their application shall be quoted in the Letter of Bid, in accordance with ITB 12.1.
- 14.5 If so, indicated in ITB 1.1, bids are invited for individual contracts or for any combination of contracts (packages). Bidders wishing to offer any price reduction for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Price reductions or discounts shall be submitted in accordance with ITB 14.3, provided the bids for all contracts are submitted and opened at the same time.
- 14.6 Unless otherwise **provided in the BDS** and the Conditions of Contract, the prices quoted by the Bidder shall be fixed. If the prices quoted by the Bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract, the Bidder shall furnish the indices and weightings for the price adjustment formulae in the Schedule of Adjustment Data in Section IV (Bidding Forms) and the Employer may require the Bidder to justify its proposed indices and weightings.
- 14.7 All duties & taxes, PST/GST, and other levies payable by the Contractor under the Contract, or for any other cause, as of 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 the Bidder.

15. Currencies of Bid and Payment

- 15.1 The currency(i.es) of the bid shall be as **specified in the BDS**.
- 15.2 Bidders may be required by the Employer to justify, to the Employer's satisfaction, their local and foreign currency requirements, and to substantiate that the amounts included in the prices shown in the appropriate form(s) of Section IV, in which case a detailed breakdown of the foreign currency requirements shall be provided by Bidders.

**16. Documents
Comprising the
Technical
Proposal**

- 16.1 The Bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section IV (Bidding Forms), in sufficient detail to demonstrate the adequacy of the Bidders' proposal to meet the work requirements and the completion time.

**17. Documents
Establishing the
Qualifications of the
Bidder**

- 17.1 To establish its qualifications to perform the Contract in accordance with Section III (Evaluation and Qualification Criteria) the Bidder shall provide the information requested in the corresponding information sheets included in Section-IV (Bidding Forms).

18. Period of Validity of Bids

18.1 Bids shall remain valid for the period **specified in the BDS** after the bid submission deadline date prescribed by the Employer. A bid valid for a shorter period shall be rejected by the Employer as nonresponsive.

18.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Employer may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a bid security is requested in accordance with ITB 19, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request shall not be required or permitted to modify its bid.

18.3 In the case of fixed price contracts, if the award is delayed the Contract price shall not be adjusted by a factor specified in the request for extension. Bid evaluation shall be based on the Bid Price without taking into consideration the above correction.

19. Bid Security

19.1 Unless otherwise **specified in the BDS**, the Bidder shall furnish as part of its bid, in original form, a bid security **as specified in the BDS**. In the case of a bid security, the amount shall be **as specified in the BDS**.

19.2 A Bid Securing Declaration shall use the form included in Section IV Bidding Forms.

If a bid security is specified pursuant to ITB 19.1, the bid security shall be, at the Bidder's option, in any of the following forms:

- (b) an unconditional guarantee, issued by a bank *or surety*;
- (c) an irrevocable letter of credit;
- (d) a cashier's or certified check; or
- (e) another security **indicated in the BDS**.

From a Scheduled Bank of Pakistan. In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Section IV (Bidding Forms) or in another substantially similar format approved by the Employer prior to bid submission. In either case, the form must include the complete name of the Bidder. The bid security shall be valid for twenty-eight days (28) beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 18.2.

19.4 Any bid not accompanied by an enforceable and substantially compliant bid security or Bid Securing Declaration, if required in accordance with ITB 19.1, shall be rejected by the Employer as

non-responsive.

19.5 If a bid security is specified pursuant to ITB 19.1, the bid security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the performance security pursuant to ITB41.

19.6 If a bid security is specified pursuant to ITB 19.1, the bid security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required performance security.

19.7 The bid security may be forfeited or the Bid Securing Declaration executed:

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid, except as provided in ITB 18.2or
- (b) if the successful Bidder fails to:
 - (i) Sign the Contract in accordance with ITB 40; or
 - (ii) Furnish a performance security in accordance with ITB 41.

19.8 The Bid Security or the Bid Securing Declaration of a JV shall be in the name of the JV that submits the bid. If the JV has not been constituted into a legally-enforceable JV, at the time of bidding, the Bid Security or the Bid Securing Declaration shall be in the names of all future partners as named in the letter of intent mentioned in ITB4.1.

19.9 If a bid security is **not required in the BDS**, and

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in ITB 18.2, or
- (b) if the successful Bidder fails to: sign the Contract in accordance with ITB 40; or furnish a performance security in accordance with ITB 41;

the Employer may, **if provided for in the BDS**, declare the Bidder disqualified to be awarded a contract by the Employer for a period of time **as stated in the BDS**.

20. Format and Signing of Bid

20.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITB 11 and clearly mark it "ORIGINAL TECHNICAL BID." Similarly, bidder shall prepare One Original Price Bid and clearly mark "ORIGNIAL PRICE BID". Alternative bids, if permitted in accordance with ITB 13, shall be clearly marked "ALTERNATIVE". In addition, the Bidder shall submit copies of the bid in the number **specified in the BDS**, and clearly mark each of them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

20.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as **specified in the BDS** and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature.

20.3 Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.

D. Submission and Opening of Bids

21. Sealing and Marking of Bids

21.1 bidders may always submit their bids by mail or by hand. When so **specified in the BDS**, bidders shall have the option of submitting their bids electronically. Procedures for submission, sealing and marking are as follows:

- (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 13, 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” and “COPY.” These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITB 21.1 and 21.1(b).
- (b) Bidders submitting bids electronically shall follow the electronic bid submission procedures **specified in the BDS**.

21.2 The inner and outer envelopes shall:

- (a) Bear the name and address of the Bidder;
- (b) Be addressed to the Employer as **provided in the BDS** pursuant to ITB 22.1;
- (c) bear the specific identification of this bidding process indicated in accordance with ITB 1.1; and
- (d) Bear a warning not to open before the time and date for bid opening.

21.3 If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the bid.

22. Deadline for Submission of Bids

22.1 Bids must be received by the Employer at the address and no later than the date and time **indicated in the BDS**.

22.2 The Employer may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Document in accordance with ITB 8, in which case all rights and obligations

of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

23. Late Bids

23.1 The Employer shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB 22. Any bid received by the Employer after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

24. Withdrawal, Substitution, and Modification of Bids

24.1 A Bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 20.2, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:

- (a) prepared and submitted in accordance with ITB 20 and ITB 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” “MODIFICATION;” and
- (b) received by the Employer prior to the deadline prescribed for submission of bids, in accordance with ITB22.

24.2 Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders.

24.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid or any extension thereof.

25. Bid Opening

25.1 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 21.1, 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 and the Price Bid are submitted together in one envelope, the Employer may reject the entire Bid.

25.2 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.

- 25.3 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 25.1. 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.
- 25.4 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 ITB25.1
- 25.5 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 for inclusion of bid security in Price bid envelope as described.
 - (d) Any other details as the Employer may consider appropriate.
- 25.6 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 bid security or a Bid-Securing Declaration, 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
- 25.7 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.

25.8 The Employer will notify Bidders in writing who 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.

25.9 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

25.10 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

25.11 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

E. Evaluation and Comparison of Bids

26. Confidentiality

26.1 Information relating to the examination, evaluation, comparison, and post qualification of bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders.

26.2 Any attempt by a Bidder to influence the Employer in the evaluation of the bids or Contract award decisions may result in

the rejection of its bid.

26.3 Notwithstanding ITB 26.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Employer on any matter related to the bidding process, it may do so in writing.

27. Clarification of Bids

27.1 To assist in the examination, evaluation, and comparison of the bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its bid. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids, in accordance with ITB 31.

27.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Employer's request for clarification, its bid shall be rejected.

**28. Deviations,
Reservations, and
Omissions**

28.1 During the evaluation of bids, the following definitions apply:

- (a) "Deviation" is a departure from the requirements specified in the Bidding Document;
- (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and
- (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.

**29. Determination of
Technical
Responsiveness**

29.1 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.

29.2 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,

- (a) 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
- (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.

29.3 The Employer shall examine the technical aspects of the bid submitted in accordance with ITB 16, Technical Proposal, in particular, to confirm that all requirements of Section 6 (Employer's Requirements) have been met without any material deviation, reservation or omission.

29.4 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.

**30. Non conformities,
Errors, and
Omissions**

30.1 Provided that a bid is substantially technical responsive, the Employer may waive any non-conformities in the bid.

30.2 Provided that a bid is substantially technical responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the bid. Failure of the Bidder to comply with the request may result in the rejection of its bid.

30.3 Provided that a bid is substantially technical responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price may be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component. The adjustment shall be made using the methods indicated in Section III (Evaluation and Qualification Criteria).

**31. Correction of
Arithmetical
Errors**

31.1 Provided that the bid is substantially Technical responsive, the Employer shall correct arithmetical errors on the following basis:

- (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.

31.2 If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be declared non-responsive.

32. Conversion to Single Currency

32.1 For evaluation and comparison purposes, the currency (i.e) of the bid shall be converted into a single currency as **specified in the BDS**.

33. Margin of Preference

33.1 A margin of preference shall not apply, **unless otherwise specified in the BDS**.

33.2 Domestic bidders shall provide all evidence necessary to prove that they meet the following criteria to be eligible for a specified percent in ITB 33.1 margin of preference in the comparison of their bids with those of bidders who do not qualify for the preference. They should:

- (a) be registered within the country of the Employer's country;
- (b) have majority ownership by nationals of the country of the Employer's country;
- © not subcontract more a percent specified in ITB 33.1 of the Contract Price, excluding provisional sums, to foreign contractors.

33.3 The following procedure shall be used to apply the margin of preference:

- (a) Responsive bids shall be classified into the following groups:
 - (i) Group A: bids offered by domestic bidders and joint ventures meeting the criteria of ITB Sub-Clause 33.2; and
 - (ii) Group B: all other bids.
- (b) For the purpose of further evaluation and comparison of bids only, an amount equal to percent specified in ITB 33.1 of the evaluated Bid prices determined in accordance with ITB Sub-Clause 33.2 shall be added to all bids classified in Group B.

34. Evaluation of Bids

34.1 The Employer shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.

34.2 To evaluate a bid, the Employer shall consider the following:

- (a) the bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities for admeasurements contracts or Schedule of Prices for lump sum contracts or Schedule price for WCSR ($\pm\%$ fees) contract, but including Day work items, where priced competitively;
- (b) price adjustment for correction of arithmetic errors in accordance with ITB31.1;
- (c) price adjustment due to discounts offered in accordance with ITB14.3;
- (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 32;
- (e) adjustment for nonconformities in accordance with ITB 30.3;
- (f) application of all the evaluation factors indicated in Section III (Evaluation and Qualification Criteria);

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

34.4 Bidders to quote separate prices for different contracts, and to award multiple contracts to a single Bidder, the methodology to determine the lowest evaluated price of the contract combinations, including any discounts offered in the Letter of Bid, is specified in Section III (Evaluation and Qualification Criteria).

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

35. Comparison of Bids

35.1 The Employer shall compare all substantially responsive bids in accordance with ITB 34.2 to determine the lowest evaluated bid.

36. Qualification of the Bidder

36.1 The Employer shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid meets the qualifying criteria specified in Section III (Evaluation and Qualification Criteria).

36.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB17.1.

36.3 An affirmative determination of qualification shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Employer shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's qualifications to perform satisfactorily.

37. Employer's Right to Accept Any Bid, and to Reject Any or All Bids

37.1 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 contract award, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

F. Award of Contract

38. Award Criteria

38.1 Subject to ITB 37.1, the Employer shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

39. Notification of Award

39.1 Prior to the expiration of the period of bid validity, the Employer shall notify the successful Bidder, in writing, via the Notice of Acceptance included in the Contract Forms, that its bid has been accepted. At the same time, the Employer shall also notify all other Bidders of the results of the bidding, and shall publish in PPRA & IESCO Website as per PPRA format/proforma.

39.2 Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.

39.3 The Employer shall promptly respond in writing to any unsuccessful Bidder who, after notification of award in accordance with ITB 39.1, requests in writing the grounds on which its bid was not selected.

40. Signing of Contract

40.1 Promptly upon notification, the Employer shall send the successful Bidder the Contract Agreement.

40.2 Within seven (07) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Employer.

41. Performance Security

41.1 Within **twenty-eight (28) days** of the receipt of notification of award from the Employer, the successful Bidder shall furnish the performance security in accordance with the conditions of contract, subject to ITB 34.5, using for that purpose the Performance Security Form included in Section IX (Contract Forms), or another form acceptable to the Employer. If the performance security furnished by the successful Bidder is in the form of a Bank bond, it shall be issued by a Schedule Bank having Rating A+ that has been determined by the successful Bidder to be acceptable to the Employer.

41.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or to sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security. In that event the Employer may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily.

41.3 The above provision shall also apply to the furnishing of a domestic preference security if so required.

42. Adjudicator

42.1 The Employer proposes the person **named in the BDS** to be appointed as Adjudicator under the Contract,

Section II – Bid Data Sheet (BDS)

A. Introduction

| | |
|--------------------|--|
| ITB 1.1 | The Employer is: Islamabad Electric Supply Company (IESCO), Islamabad, Pakistan |
| ITB 1.1 | <p>The name of the bidding process is:</p> <p>National Competitive Bidding (NCB), for the procurement of Construction of Tower Pile Foundation, Carriage, Erection, Stringing, Testing & Commissioning, dismantling including EMMP of following 132kV Transmission Line</p> <p>The identification number of the bidding process is:</p> <p style="text-align: center;">IESCO/PMU/CIVIL/NCB-213/2025-26</p> <p>The number and identification of tender comprising this bidding process is:</p> <p>CONSTRUCTION OF RCC PILE FOUNDATIONS TUBULAR POLES, ERECTION, STRINGING, TESTING & COMMISSIONING INCLUDING EMMP FOR 132 KV DOUBLE CIRCUIT FEEDING TRANSMISSION LINE (1.169 KM) FOR TECHNOLIS GRID STATION UNDER COST DEPOSIT HEAD.</p> |
| ITB 4.1 | The individuals or firms in a Joint Venture shall be jointly and severally liable. |
| ITB 4.2 | Only Pakistani Firms are eligible to participate. |
| ITB 4.3 (e) | Sub-Contractor (s) is/are not allowed in this contract. |
| ITB 4.7 | Bidder shall be qualified as per Section III of this Bidding Document. |

B. Bidding Documents

| | |
|----------------|---|
| ITB 7.1 | <p>For <u>Clarification purposes</u> only, the Employer's address is:</p> <p>Attention: Chief Engineer (Development) Project Management Unit, 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 Electronic mail address: iescopmu@iesco.com.pk Requests for clarification should be received by the Employer not later than: <u>Five (05)</u> days prior to the dead line for submission of bids.</p> |
| ITB 7.4 | <p>A Pre-Bid meeting: <i>Not Applicable</i> Bidder may visit the site at its own expense and risk</p> |

C. Preparation of Bids

| | |
|---------------------|--|
| ITB 10.1 | The language of the bid is: <i>English language</i> |
| ITB 11.1 (b) | <p>The following schedules shall be submitted with the bid:</p> <p>All bidding Forms and schedules included in Section-IV, in accordance with ITB 12 and 14 with complete information.</p> |

| | |
|---------------------|--|
| ITB 11.1 (i) | <p>The Bidder shall submit with its bid the following additional documents:</p> <ol style="list-style-type: none"> 1. Pakistan Engineering Council Registration renewed for the year 2025-26 having Category C-5 with Specialization Code of CE-02, CE-10 & EE-05 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 requirements of PEC as stated thereto. 2. Documentary evidence supporting the construction experience stated by the bidders in the bidding Forms of Section-IV: General Experience, Form EXP-2.4.2(a) Specific Experience, Form EXP- 2.4.2(b) Specific Experience in Key Activities. 3. Clause by clause commentary on employer's specifications in context of deviation from specifications. 4. Method statement for execution 5. Proof /certificates that the bidder (Any member in case of Joint Venture) shall have not been blacklisted. 6. Pending Litigation List 7. Income tax return for last financial Year of bidder /all member of JV 8. Bank Statements 9. Current commitments |
| ITB 13.1 | Alternative bids <u>shall not</u> be permitted. |
| ITB 13.2 | Alternative times for completion shall <u>not be</u> permitted. |
| ITB 13.4 | Alternative technical solutions shall be permitted for the following parts of the Works: <u>Not Applicable</u> |
| ITB 14.6 | <p>The prices quoted by the Bidder "shall be"</p> <p>Percentage Above / Below of WCSR-2022 Price Schedule as provided in section- IV</p> <p>Unit price for those items which are not in WCSR-2022 Price and Market price basis</p> <p><i><u>Schedule Price shall remain Fixed during currency of contract. Bidder will assess all the risks and price fluctuations at time of bidding stage. Price escalation will not be allowed after bid submission and contract signing.</u></i></p> |
| ITB 15.1 | The prices shall be quoted by the bidder in: <u>Pak Rupees</u> |
| ITB 18.1 | The bid validity period shall be: <u>Ninety (90) days.</u> |
| ITB 19.1 | <p>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 118 Days minimum or twenty-eight (28) days beyond the original bid validity of the bid or beyond any period of extension (if required)</p> <p>The amount of the bid security shall be: Rs. 933,767/-</p> <p><u>Bid security shall be included in the technical proposal.</u></p> |
| ITB 19.3 (d) | Other acceptable bid security type/ form: <u>Call Deposit Receipt CDR</u> |
| ITB 20.1 | In addition to the original of the bid, the number of copies is: One (01) |

| | |
|-----------------|---|
| ITB 20.2 | <p>The written confirmation of authorization to sign on behalf of the Bidder shall indicate:</p> <p>(a) Original Signed and Stamped Authorization Letter to demonstrate the authority of the Signatory to Sign the bid on behalf of the bidder.</p> <p>(b) In the case of Bids submitted by an existing or intended JV shall include an undertaking signed by all parties (i) stating that all parties shall be jointly and severally liable and (ii) nominating a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.</p> |
|-----------------|---|

D. Submission and Opening of Bids

| | |
|---------------------|--|
| ITB 21.1 | Bidders <u>shall</u> have to submit their bids electronically through E-PADS. |
| ITB 21.1 (b) | If bidders shall have the option of submitting their bids electronically, the electronic bidding submission procedures shall be: <u>Applicable</u> |
| ITB 22.1 | <p>For <u>bid submission purposes</u> only, the Employer's address is:</p> <p>Venue: O/o Chief Engineer (Development) IESCO Headquarters, Street No. 40, Sector G/7-4, IESCO Head Office Islamabad</p> <p>The deadline for bid submission is: Date: 12.09.2025 Time: 1100 Hours</p> |
| ITB 25.1 | <p><u>The Technical bid opening shall</u> take place at:</p> <p>Venue: O/o Chief Engineer (Development) IESCO Headquarters, Street No. 40, Sector G/7-4, IESCO Head Office Islamabad</p> <p>Date: 12.09.2025 Time: 1130 Hours</p> |
| ITB 25.1 | If electronic bid submission is permitted in accordance with ITB 21.1, the specific bid opening procedures shall be: <u>Not Applicable</u> |

E. Evaluation and Comparison of Bids

| | |
|-----------------|---|
| ITB 32.1 | [Pursuant to ITB15.1,]: <u>Not Applicable.</u> |
| ITB 33.1 | A margin of preference " <u>shall not</u> " apply. |
| ITB 42.1 | <p>The Adjudicator proposed by the Employer this adjudicator shall be:</p> <p>1. <u>Pakistan Engineering Council preferably</u> Or third party mutually agreed by Employer and Contractor at the time of contract agreement.</p> |

Section III - Evaluation and Qualification Criteria

This section contains all the criteria that the Employer shall use to evaluate bids. In accordance with ITB 34 and ITB 36, no other methods, criteria and factors shall be used. The Bidder shall provide all the information requested in the forms included in Section 4 (Bidding Forms).

Table of Criteria

1. Evaluation

- Adequacy of Technical Proposal
- Multiple Contracts
- Completion Time
- Technical Alternatives
- Margin of Preference [Applicable for ICB only]

2. Qualification

- Eligibility
- Historical Contract Non-Performance
- Financial Situation
- Experience
- Personnel
- Equipment

1. Evaluation

In addition to the criteria listed in ITB 34.2 (a) – (f) the following criteria shall also apply:

1.1 Adequacy of Technical Proposal

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

1.2 Multiple Contracts

Pursuant to Sub-Clause ITB-34.4 of the Instructions to Bidders, the Works can be grouped in multiple contracts. If a Bidder quotes separate prices for different tenders, and to award multiple tenders to a single Bidder, the methodology to determine the lowest evaluated price of the contract combinations, including any discounts offered in the Letter of Bid shall be as follow:

The bids shall be evaluated tender **wise** as per the criteria listed in ITB 34.2 (a) - (f). However, for award of multiple **tender** the evaluation will include an assessment of the Bidder's capacity to meet the aggregated requirements regarding.

- Financial situation
- Experience
- Current contract commitments
- Cash flow capacity
- Equipment to be allocated, and
- Personnel to be deployed.

1.3 Completion Time

The Completion time shall be as follow:

The completion period for work is **120 Days**, after the start date from signing of contract agreement. 0.05% of quoted bid price per day shall be load on late completion for maximum 30 days. Completion schedule beyond 30 days from completion following stipulated time, bid shall be rejected. No credit will be given for early completion.

Each bidder shall provide implementation schedule by using MS-Project/Primavera/Excel sheet/other software in detail

1.4 Technical Alternatives

Technical alternatives, if permitted under ITB 13.4, will be evaluated as follows:

Alternate Technical solutions are not permitted.

2. Qualification

| Factor | 2.1 Eligibility | | | | | |
|-------------------------------|---|-----------------------|---|-----------------------|----------------------|---|
| Sub-Factor | Criteria | | | | | Documentation Required |
| | Requirement | Bidder | | | | |
| | | Single Entity | Joint Venture | | | |
| | | | All partners Combined | Each partner | At least one Partner | |
| 2.1.1 Nationality | Nationality in accordance with ITB 4.2. | Must meet requirement | Existing or intended JV must meet requirement | Must meet requirement | N / A | Form ELI –1.1 and 1.2, with attachments |
| 2.1.2 Conflict of Interest | No- conflicts of interests as described in ITB 4.3. | Must meet requirement | Existing or intended JV must meet requirement | Must meet requirement | N / A | Letter of Bid |
| 2.1.3 Government Owned Entity | Compliance with conditions of ITB 4.6 | Must meet requirement | Must meet requirement | Must meet requirement | N / A | Form ELI –1.1 and 1.2, with attachments |

| Factor | 2.2 Historical Contract Non-Performance | | | | | |
|---|---|---------------------------------|-----------------------|---------------------------------|----------------------|--|
| Sub-Factor | Criteria | | | | | Documentation Required |
| | Requirement | Bidder | | | | |
| | | Single Entity | Joint Venture | | | |
| | | | All partners combined | Each partner | At least one partner | |
| 2.2.1 History of non-performing contracts | Non-performance of a contract did not occur 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 |
| 2.2.2 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 |
| 2.2.3 Blacklisted or debarred firm | Bidder/JV should not be blacklisted or recommended for blacklisting from any procuring agency or its verdict is pending from competent authority. | Must meet requirement by itself | N / A | Must meet requirement by itself | N / A | Bidder/each partner of JV must undertake |
| 2.2.4 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 |

| Factor | 2.3 Financial Situation | | | | | |
|---|---|-----------------------|----------------|--|---|---------------------------------|
| Sub-Factor | Criteria | | | | | Documentation Required |
| | Requirement | Bidder | | | | |
| | | Single Entity | Joint Venture, | | | |
| | All partners combined | | Lead partner | Each partner | | |
| 2.3.1 Historical Financial Performance | <p>Submission of audited balance sheets acceptable to the Employer, for the last Three [3] years to demonstrate the current soundness of the bidder’s financial position and its prospective long-term profitability.</p> <p>As a minimum a bidder’s net worth calculated as the difference between total assets and total liabilities should be aggregate amount of Rs.12 Million for last three years, with no negative net worth in these three years.</p> | Must meet requirement | N / A | Must meet requirement | Must meet requirement | Form FIN – 3.1 with attachments |
| 2.3.2. Average Annual Turnover | <p>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:</p> <p><u>Rs. 142 Million</u></p> | 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 | 2.3 Financial Situation | | | | | |
|--------------------------------|---|-----------------------|-----------------------|--|---|------------------------|
| Sub-Factor | Criteria | | | | | Documentation Required |
| | Requirement | Bidder | | | | |
| | | Single Entity | Joint Venture, | | | |
| | | | All partners combined | Lead partner | Each partner | |
| 2.3.3. 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 Amount of Rs. 31 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 | 2.4 Experience | | | | | |
|------------------------------|---|-----------------------|--|-----------------------|--|------------------------|
| Sub-Factor | Criteria | | | | | Documentation Required |
| | Requirement | Single Entity | Bidder | | | |
| | | | Joint Venture, Consortium or Association | | | |
| | | | All partners combined | Each partner | At least one partner | |
| 2.4.1 General Experience | Experience under construction contracts in the role of contractor for at least the last <u>Five [5] years</u> prior to the applications submission deadline. | Must meet requirement | N / A | Must meet requirement | N / A | Form EXP-4.1 |
| 2.4.2 Specific Experience | <p>(a) Participation as a main contractor in at least Two (02) contracts within the last Ten (10) years, with an aggregate value of both contracts will be equal to <u>Rs. 31 Million</u> that have been successfully completed in all respect at time of bid opening and that are similar to the proposed Works in WAPDA/ NTDC/ DISCO. <i>However, none of work order should be less than 30% of the respective amounts.</i></p> <p>The similarity shall be same as mentioned in “c” below or other characteristics as described in Section VI, Employer’s Requirements.</p> <p>(b) Bidder shall provide End User Certificate for satisfactory operational performance of T/Line for at least 03 years</p> | Must meet requirement | Must meet requirements for all characteristics | N / A | Must meet requirement for one characteristic | Form EXP 2.4.2(a) |

| Factor | 2.4 Experience | | | | | |
|---------------------------|---|------------------------|--|----------------------|------------------------|------------------------|
| Sub-Factor | Criteria | | | | | Documentation Required |
| | Requirement | Bidder | | | | |
| | | Single Entity | Joint Venture, Consortium or Association | | | |
| | All partners combined | | Each partner | At least one partner | | |
| 2.4.2 Specific Experience | c) For the above or other contracts executed during the period stipulated in 2.4.2(a) above, Experience in construction of 132 kV or higher voltage T/Lines including (specifically the Survey, Tower Stacking, Construction of pile foundations of Towers / Poles, Erection, Stringing, Testing & Commissioning) and have successfully constructed / completed. In case a bid is submitted by joint venture, one of the construction partners must meet the above experience criteria. | Must meet requirements | Must meet requirements | N / A | Must meet requirements | Form EXP-2.4.2(b) |

2.5 Personnel

The Bidder must demonstrate that it will have the personnel for the key positions that meet the following requirements for each Tender:

| No. | Position | Total Work Experience (years) | In Similar Works Experience (years) |
|-----|--|-------------------------------|-------------------------------------|
| 1 | Project Manager | 10 | 5 |
| 2 | Site Engineer (Electrical) | 8 | 4 |
| 3 | Site Engineer (Civil) | 8 | 4 |
| 3 | List of Skilled permanent construction staff | 6 | 4 |

The Bidder shall provide details of the proposed personnel and their experience records in the relevant Forms included in Section IV, Bidding Forms.

2.6 Equipment

The Bidder must demonstrate for this tender that it will have access to the key Contractor's equipment listed hereafter: Before award of contract or finalization of Evaluation, employer may verify following equipment at bidder's cost

| No. | Equipment Type and Characteristics | Minimum Number required |
|-----|---|---|
| 1 | Tension Stringing Equipment: | 2 Set |
| | -Tensioner | 2 sets |
| | -Puller | 2 sets |
| | - Line Winder | 2 sets |
| | - Reel Carrier | 2 sets |
| | - Sag measuring tools | 2 sets |
| 2 | Concrete Mixing and pouring equipment (4 bags) | 2 Set |
| 3 | Concrete pouring tremie (Concreter shall be poured in pile foundation from max height of 1.5 m) | 02 sets (Mandatory Requirement) |
| 4 | Surveying Instruments: - | 02 No |
| | (i) Level | 02 No |
| | (ii) Theodolite | 02 No |
| | (iii) Total Station | 02 No |
| 5 | Concrete Vibrators | 02 No |
| 6 | Steel Formers for Tower / Pole Foundations | At least 2 sets for each type of towers/poles |
| 7 | Hydraulic Excavator | 02 Nos. |
| 8 | Mechanical compactor | 02 Nos. |
| 9 | Jack Hammer for hard Rock Excavation | 02 Nos. |
| 10 | Earth resistance measuring Megger | 02 Nos. |
| 11 | Jin Pole (DHERRIC) | 02 Nos. |
| 12 | Press Machine 100 ton for having die for AASC Greely conductor and for its repair sleeve & Mid span Joint | At least 01 |
| 13 | Tools & Plants: Chain blocks, Swivel, Conductor grips, Shillings etc. | 01 lot |
| 14 | Conductor & Shield wire Traveler | 2 lot |
| 15 | Material shifting vehicles: Long bed trailer, Trucks, Tractor's Trolleys, Pickup & Jeep etc. | At least one for each type of vehicle |

The Bidder shall provide further details of proposed items of equipment using the relevant Form in Section IV.

Section IV - Bidding Forms

Table of Forms

Price Bid Envelope

Price bid letter

Bill of Quantities /Schedules

Bill of Quantities / Schedules of Prices

Table(s) of Adjustment Data (Not Applicable)

Form of Bid Security (Bank Guarantee)

Technical Letter of Bid

Technical Proposal

Technical Proposal Forms

Forms for Personnel

Forms for Equipment

Bidder's Qualification

Bidder Information Sheet

Party to JV Information Sheet

Historical Contract Non-Performance

Current Contract Commitments / Works in Progress

Financial Situation FIN-3.1

Average Annual Turnover

Financial Resources

General Experience

Specific Experience

Specific Experience in Key Activities

Letter of Price Bid

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) PMU
(IESCO) 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 (ITB) Clause-8;
- (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/ Schedule of Prices

Bill of Quantities

A. Preamble

1. The quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Contractor and verified by the Engineer and valued at the rates and prices bid in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix within the terms of the Contract.
2. The rates and prices bid in the priced Bill of Quantities shall, except insofar as it is otherwise provided under the Contract, include all Constructional Plant, labor, supervision, materials, erection, maintenance, insurance, profit, taxes, and duties, together with all general risks, liabilities, and obligations set out or implied in the Contract.
3. A rate or price shall be entered against each item in the priced Bill of Quantities. The cost of Items against which the Contractor has failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities.
4. The whole cost of complying with the provisions of the Contract shall be included in the Items provided in the priced Bill of Quantities, and where no Items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related Items of Work.
5. General directions and descriptions of work and materials are not necessarily repeated nor summarized in the Bill of Quantities. References to the relevant sections of the Contract documentation shall be made before entering prices against each item in the priced Bill of Quantities.
6. Errors will be corrected by the Employer for any arithmetic errors in computation or summation as follows:
 - a. Where there is a discrepancy between amounts in figures and in words, the amount in words will govern; and
 - b. where there is a discrepancy between the unit rate and the total amount derived from the multiplication of the unit price and the quantity, the unit rate as quoted will govern, unless in the opinion of the Employer, there is an obviously gross misplacement of the decimal point in the unit price, in which event the total amount as quoted will govern and the unit rate will be corrected.
7. Rock is defined as all materials that, in the opinion of the Engineer, require blasting, or the use of metal wedges and sledgehammers, or the use of compressed air drilling for their removal, and that cannot be extracted by ripping with a tractor of at least 150 brake hp with a single, rear-mounted, heavy-duty ripper.

CONSTRUCTION OF RCC PILE FOUNDATIONS TUBULAR POLES, ERECTION, STRINGING, TESTING & COMMISSIONING INCLUDING EMMP FOR 132 KV DOUBLE CIRCUIT FEEDING TRANSMISSION LINE (1.169 KM) FOR TECHNOLIS GRID ST UNDER COST DEPOSIT HEAD (ESTIMATED COST = PKR. 31,125,580/-)

| Sr. # | Description | Qty | Unit | Rate | Amount |
|--|--|-----------|------|-----------|-------------------|
| A:- RCC Pile Foundation of Poles | | | | | |
| 1 | Providing and casting in situ bored RCC piles in 1:1.5:3 cement concrete of approved crush stone and coarse sand including all cost of boarding drilling with rotary, reverse rotary or any approved method, placing concrete with tremie excluding cost of supply and fabrication of steel bars reinforcement cage, which shall be paid separately including screening and washing of shingle iv) (P 5-2/4-v). | | | | |
| (c) | SPA+2M 1200mm dia (D.No.PDW/TC-791) | 9.700 | Mtr. | 29,752.28 | 288,597 |
| (d) | SPD+2M, SPD+3M (D.No.PDW/TC-607) & SPG+2M, SPG+4.5M 1600mm dia (D.No.PDW/TC-608). | 191.800 | Mtr. | 47,041.45 | 9,022,550 |
| 2 | Supplying and fabrication of intermediate grade deformed reinforcement for RCC, pile i/c cutting, bending, laying in position, welding and fastening i/c cost of binding wire a) 40,000 psi (276 MPA) yield (P 5-3/7-a) | 46847.058 | Kg | 332.14 | 15,559,782 |
| 3 | Reinforced cement concrete work using coarse sand except the cost of steel reinforcement and its labour for bending and binding. This rate also includes all kinds of forms moulds, lifting, shuttering, curing, rendering and finishing the exposed surface (including screening and washing of shingle Ratio 1:1.5:3 (P 5-1/3-ii) | 58.567 | Cum | 24,672.15 | 1,444,971 |
| 4 | Fixing in position of foundation bolts duly assembled in template welding the bolts with steel cap (P 20-8/75) | 232 | No. | 453.60 | 105,235 |
| | Total | | | | 26,421,135 |
| | % Above | | | | |
| | % Below | | | | |
| | Total Part-A | | | | |
| Part-B:- Erection of Steel Tubular Poles. | | | | | |
| | Transport from IESCO Regional Store New Wah to site of work & Install 132KV Steel Tubular Poles with all accessories in accordance with requirements of Contract Documents/ Drawings with all accessories including U-Bolts/ V-Shackles, Number Plates, Danger signs, Phase Plates & Anti-climbing device along with Barbed Wire including Electric Welding of Nuts, bolts & washers up to 6meter of towers & grouting bolts of Poles. | | | | |
| (b) | SPA Tubular Pole | 1 | No. | | |
| (c) | SPD Tubular Pole | 4 | No. | | |
| (d) | SPG Tubular Pole | 8 | No. | | |
| | Total Part-B | | | | |
| Part-C:- Stringing of Conductor, Shield wire and Installation of Insulators, Fittings & Dampers etc. i/c Transportation etc | | | | | |
| 1 | Stringing / Sagging (Double Circuit) 06 No. Conductor type Rail including installation of Insulators, Stock Bridge Dampers, Assemblies, Hard wares, Midspan Joints, Dead end Clamps Repair Sleeves etc including transportation from IESCO regional store to site of work. | 1.169 | Km | | |
| 2 | Stringing 1 No. Galvanized Steel Wire 9mm dia, Standard including installation of Stock Bridge Dampers, Assemblies, Hardware's, Mid span Joints, Dead-end Clamps etc including transportation from IESCO regional store to site of work. | 1.169 | Km | | |
| | Total Part-C | | | | |
| Part D:-Mitigation Measures for Environmental Management & Monitoring Plan (EMMP) | | | | | |
| 1 | Water quality monitoring/management analysis Provision of clean drinking water at site | 4 | Job | | |
| 2 | Air Quality (Quarterly) | 4 | Job | | |
| 3 | Noise Quality (Quarterly) | 4 | Job | | |
| 4 | Other environmental & Social mitigation measures (Demarcation of work area, SSEMP, First Aid Box, Fire Fighting Equipment's, Proper Storage of Oil & Lubricants, PPEs | 1 | Job | | |
| 5 | Site restoration (complete in all respects). | 13 | No. | | |
| | Total Part-D | | | | |
| | Total (A+B+C+D) | | | | |

Section IV - Bidding Forms

| | |
|---------------------------------|--|
| Discount | |
| Discounted Bid Price | |
| FST 15 % | |
| Total Bid Price in Words | |

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.

Sign & Stamps of Bidder/JV's authorized person

**Table(s) of Adjustment Data
(Not Applicable)**

Form of Bid Security (Bank Guarantee)

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

Beneficiary: _____ [Name and Address of Employer]

Date: _____

BID GUARANTEE No.: _____

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

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

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

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

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

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

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

[signature(s)]

Technical Letter of Bid

The Bidder must prepare the Letter of 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: _____

We, the undersigned, declare that:

- (h) 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;
- (i) We offer to execute in conformity with the Bidding Documents the following Works:

- (j) 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;
- (k) If our bid is accepted, we commit to obtain a performance security in accordance with GCC of the Bidding Document;
- (l) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from eligible countries;
- (m) We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB 4.3;
- (n) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB 4.3, other than alternative offers submitted in accordance with ITB 13;
- (o) 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;

- (p) We are not a government owned entity / We are a government owned entity but meet the requirements of ITB4.6;
- (q) 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;
- (r) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive; and
- (s) 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:

Technical Proposal

Technical Proposal Forms

Personnel Equipment

Site Organization

Method Statement

Mobilization Schedule Chart Form

Construction Schedule Chart Form

Others

Forms for Personnel

Form PER – 1: Proposed Personnel

Bidders should provide the names of suitably qualified personnel to meet the specified requirements for each of the positions listed in Section III (Evaluation and Qualification Criteria). The data on their experience should be supplied using the Form below for each candidate.

| | |
|------|-------------------|
| 1. | Title of position |
| | Name |
| 2. | Title of position |
| | Name |
| 3. | Title of position |
| | Name |
| 4. | Title of position |
| | Name |
| 5. | Title of position |
| | Name |
| 6. | Title of position |
| | Name |
| etc. | Title of position |
| | Name |

Form PER – 2:

Resume of Proposed Personnel

The Bidder shall provide all the information requested below. Fields with Asterix (*) shall be used for evaluation.

| | | |
|------------------------------|------------------------------------|--|
| Position* | | |
| Personnel information | Name * | Date of birth |
| | Professional qualifications | |
| Present employment | Name of Employer | |
| | Address of Employer | |
| | Telephone | Contact (manager / personnel officer) |
| | Fax | E-mail |
| | Job title | Years with present Employer |

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

[illegible]

Forms for Equipment

The Bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section III (Evaluation and Qualification Criteria). A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Bidder. The Bidder shall provide all the information requested below, to the extent possible. Fields with asterisk (*) shall be used for evaluation.

| | | |
|------------------------------|---|-------------------------------|
| Type of Equipment* | | |
| Equipment Information | Name of manufacturer | Model and power rating |
| | Capacity* | Year of manufacture* |
| Current Status | Current location | |
| | Details of current commitments | |
| Source | Indicate source of the equipment <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured | |

The following information shall be provided only for equipment not owned by the Bidder.

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

PROPOSED CONSTRUCTION SCHEDULE

| Sr. No | Project Activities | Days for Completion | | | |
|--------|--------------------|---------------------|----|----|-----|
| | | 30 | 60 | 90 | 120 |
| 1. | | | | | |
| 2. | | | | | |
| 3. | | | | | |
| 4. | | | | | |
| 5. | | | | | |
| 6. | | | | | |
| 7. | | | | | |
| 8. | | | | | |
| 9. | | | | | |

Bidder's Qualification

To establish its qualifications to perform the contract in accordance with Section III (Evaluation and Qualification Criteria) the Bidder shall provide the information requested in the corresponding Information Sheets included hereunder

Form ELI 1.1

Bidder Information Sheet

Date: _____

Bidding No.: _____

Invitation for Bid No.: _____

Page _____ of _____ pages

| |
|--|
| 1. Bidder's Legal Name |
| 2. In case of JV, legal name of each party: |
| 3. Bidder's actual or intended Country of Registration: |
| 4. Bidder's Year of Registration: |
| 5. Bidder's Legal Address in Country of Registration: |
| 6. Bidder's Authorized Representative Information Name: Address: Telephone/Fax numbers: Email Address: |
| 7. Attached are copies of original documents of: <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.1 and 4.2. <input type="checkbox"/> In case of JV, letter of intent to form JV including a draft agreement, or JV agreement, in accordance with ITB Sub-Clauses 4.1 <input type="checkbox"/> In case of government owned entity from the Employer's country, documents establishing legal and financial autonomy and compliance with the principles of commercial law, in accordance with ITB Sub-Clause 4.5. |

Form ELI 1.2

Party to JV Information Sheet

Date: _____

Bidding No.: _____

Invitation for Bid No.: _____

Page _____ of _____ pages

| |
|---|
| 1. Bidder's Legal Name: |
| 2. JV's Party legal name: |
| 3. JV's Party Country of Registration: |
| 4. JV's Party Year of Registration: |
| 5. JV's Party Legal Address in Country of Registration: |
| 6. JV's Party Authorized Representative Information Name: Address: Telephone/Fax numbers: Email Address: |
| 7. Attached are copies of original documents of: <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.1 and 4.2. <input type="checkbox"/> In case of government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with the principles of commercial law, in accordance with ITB Sub-Clause 4.5. |

Historical Contract Non-Performance

Bidder's Legal Name: _____ Date: _____
 JV Partner Legal Name: _____

Bidding No.: _____ Page
 _____ of _____ pages

| Non-Performing Contracts in accordance with (Evaluation and Qualification Criteria) | | | |
|--|------------------------------------|---|--|
| <input type="checkbox"/> Contract non-performance did not occur during the stipulated period, in accordance with Sub-Factor 2.2.1 of Section III (Evaluation and Qualification Criteria) | | | |
| <input type="checkbox"/> Contract non-performance during the stipulated period, in accordance with Sub-Factor 2.2.1 of Section III (Evaluation and Qualification Criteria). | | | |
| Year | Outcome as Percent of Total Assets | Contract Identification | Total Contract Amount (current value, Pak. Rs. equivalent) |
| _____ | _____ | Contract Identification: Name of Employer: Address of Employer: Matter in dispute: | _____ |
| Pending Litigation, in accordance with Section III (Evaluation and Qualification Criteria) | | | |
| <input type="checkbox"/> No pending litigation in accordance with Sub-Factor 2.2.2 of Section III (Evaluation and Qualification Criteria) | | | |
| <input type="checkbox"/> Pending litigation in accordance with Sub-Factor 2.2.2 of Section III (Evaluation and Qualification Criteria), as indicated below | | | |
| Year | Outcome as Percent of Total Assets | Contract Identification | Total Contract Amount (current value, Pak. Rs. equivalent) |
| _____ | _____ | Contract Identification: Name of Employer: Address of Employer: Matter in dispute: | _____ |
| _____ | _____ | Contract Identification: Name of Employer: Address of Employer: Matter in dispute: | _____ |

Form CCC**Current Contract Commitments / Works in Progress**

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

| Name of contract | Employer, contact address/tele/fax | Value of outstanding work (Current Pak. Rs. equivalent) | Estimated completion date |
|-------------------------|---|--|----------------------------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

Financial Situation**Historical Financial Performance**

Bidder's Legal Name: _____ Date: _____
 JV Partner Legal Name: _____ Bidding No. _____
 Page _____ of _____ Pages

To be completed by the Bidder and, if JV, by each partner

| Historic information for previous three (03) years (Pak. Rs. equivalent in 000s) | | | |
|---|--------|--------|--------|
| | Year 1 | Year 2 | Year 3 |
| Total Assets (TA) | | | |
| Total Liabilities (TL) | | | |
| Net Worth (NW) | | | |
| Current Assets (CA) | | | |
| Current Liabilities (CL) | | | |
| Total Revenue (TR) | | | |
| Profits Before Taxes (PBT) | | | |

- Attached are copies of financial statements (balance sheets, including all related notes, and income statements) for the years required above complying with the following conditions:
- Must reflect the financial situation of the Bidder or partner to a JV, and not sister or parent companies
 - Historic financial statements must be audited by a certified accountant
 - Historic financial statements must be complete, including all notes to the financial statements
 - Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted)

Average Annual Turnover

Bidder's Legal Name: _____ Date: _____
JV Partner Legal Name: _____ Bidding No.: _____
Page _____ of _____ pages

| Annual Turnover Data | | |
|--------------------------------|---------------------|---------------------|
| Year | Amount and Currency | Pak. Rs. Equivalent |
| | _____ | _____ |
| | _____ | _____ |
| | _____ | _____ |
| | _____ | _____ |
| | _____ | _____ |
| *Average Annual Turnover | _____ | _____ |

Form FIN 3.3**Financial Resources**

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

| Source of financing | Amount (Pak. Rs. equivalent) |
|---------------------|---------------------------------|
| 1. | |
| 2. | |
| 3. | |
| 4. | |

Experience

General Experience

Bidder's Legal Name: _____

Date: _____

JV Partner Legal Name: _____

Bidding No.: _____

Page _____ of _____ pages

| Starting Month / Year | Ending Month / Year | Years* | Contract Identification | Role of Bidder |
|-----------------------------|---------------------------|--------|--|-------------------|
| _____ | _____ | | Contract name: Brief Description of the Works performed by the Bidder: Name of Employer: Address: | _____ |
| _____ | _____ | | Contract name: Brief Description of the Works performed by the Bidder: Name of Employer: Address: | _____ |
| _____ | _____ | | Contract name: Brief Description of the Works performed by the Bidder: Name of Employer: Address: | _____ |
| _____ | _____ | | Contract name: Brief Description of the Works performed by the Bidder: Name of Employer: Address: | _____ |
| _____ | _____ | | Contract name: Brief Description of the Works performed by the Bidder: Name of Employer: Address: | _____ |
| _____ | _____ | | Contract name: Brief Description of the Works performed by the Bidder: Name of Employer: Address: | _____ |

*List calendar year for years with contracts with at least nine (9) months activity per year starting with the earliest year

Form EXP – 2.4.2(a)**Specific
Experience**

Date: _____

Bidder's Legal Name: _____

JV Partner Legal Name: _____ Bidding No.: _____

Page _____ of _____ pages

| | | | |
|---|--|---|---|
| Similar Contract Number: _____/insert specific number] of _____/insert total number of contracts required. | Information | | |
| Contract Identification | _____ | | |
| Award date Completion date | _____ _____ | | |
| Role in Contract | <input type="checkbox"/> Contractor | <input type="checkbox"/> Management Contractor | <input type="checkbox"/> Subcontractor |
| Total contract amount | _____ | | Pak. Rs. _____ |
| If partner in a JV or subcontractor, specify participation of total contract amount | _____ % | _____ | Pak. Rs _____ |
| Employer's Name: | _____ | | |
| Address: | _____ _____ | | |
| Telephone/fax number: | _____ _____ | | |
| E-mail: | _____ _____ | | |

Form EXP – 2.4.2(a) (cont.)
Specific Experience (cont.)

Bidder's Legal Name: _____ Page _____ of _____ pages
 JV Partner Legal Name: _____

| Similar Contract No. <i>[insert specific number]</i> of ____ <i>[insert total number of contracts]</i> required | Information |
|---|--------------------|
| Description of the similarity in accordance with Sub-Factor 2.4.2a) of Section III (Evaluation and Qualification Criteria): | |
| Amount | _____ |
| Physical size/length of line | _____ |
| Complexity | _____ |
| Methods/Technology | _____ |
| Physical Production Rate | _____ |

Form EXP – 2.4.2(b)**Specific Experience in Key Activities**

Bidder's Legal Name: _____ Date: _____

JV Partner Legal Name: _____ Bidding No.: _____

Subcontractor's Legal Name: _____ Page _____ of _____ pages

| | | | |
|---|--|--|---|
| | Information | | |
| Contract Identification | _____ | | |
| Award date | _____ | | |
| Completion date | _____ | | |
| Role in Contract | <input type="checkbox"/> Contractor | <input type="checkbox"/> Management Contractor | <input type="checkbox"/> Subcontractor |
| Total contract amount | _____ | | Pak. Rs. _____ |
| If partner in a JV or subcontractor, specify participation of total contract amount | _____ % | _____ | Pak. Rs. _____ |
| Employer's Name: | _____ | | |
| Address: | _____ _____ _____ | | |
| Telephone/fax number: | _____ _____ | | |
| E-mail: | _____ _____ | | |

Form EXP – 2.4.2 (b)(cont.)

Specific Experience in Key Activities (cont.)

Bidder's Legal Name: _____ Page _____ of _____ pages

JV Partner Legal Name: _____

Subcontractor's Legal Name: _____

| | Information |
|---|-------------|
| Description of the key activities in accordance with Sub-Factor 2.4.2b) of Section III (Evaluation and Qualification Criteria): | |
| | |
| | |
| | |
| | |
| | |

(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]

Section V - Eligible Countries

Since it is NCB Bids therefore only Pakistani PEC & FBR registered firms shall participate.

PART 2 – Employer’s Requirements

Section VI - Employer's Requirements

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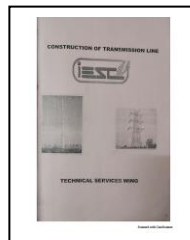
Specifications

Drawings

Supplementary Information

Specifications

Technical Provisions



Drawings

**Reference drawings shall be provided at time of
Execution of Work by the Executive Engineer/Project
Director (GSC) IESCO Islamabad**

Supplementary Information

1. Allowance for Allocation

| | |
|----------------|------------|
| Conductor | 2% (Max) |
| Earth wire | 2% (Max) |
| Disc Insulator | 0.5% (Max) |

2. Carriage of Material

Store Requisition (SR) shall be prepared by the concerned Line superintendent of GSC directorate and gate pass shall be issued to contractor's authorized Project Director. Project Director of contractor shall be responsible of carriage of material from designated IESCO Store to site. In case of any missing of material/loss of material, contractor is liable of material and refund 100% cost of material as per GCC. In case of surplus of material after execution, contractor is also responsible to transport material back to designated store for MRN (Material Return Note)

3. Dismantle Material

Contractor shall dismantle all towers, conductor, earth wire and allied accessories and shall return to New Wah store.

Contractor is entirely responsible for weighing of all material from weighing machine installed by NHA at motorway nearby New Wah store under supervision Manager Store New Wah.

In case of lost or lesser weight of dismantled material, contractor is responsible for completion of full weight at store and MRN will be submitted along with submission of invoice of dismantling of material

4. Testing of Material and Transmission Line

Contractor is responsible for each test as specified in the specification for concrete, water as well as other testing of transmission line and ground resistance etc.

5. Specification and Drawings

- i. Reference Drawing for pile foundation an may be collected from the office of Project Director (GSC) IESCO
- ii. Specification for erection, stringing, construction etc. may be collected from the office of Chief Engineer (TSW).

6. Environmental, Health and Safety Management Requirement

6.1 Definitions

- 6.1.1 Biodiversity means the variety of life that can be found on Earth as well as to the communities that they form and the habitats in which they live.
- 6.1.2 Hazards mean an agent/act which has the potential to cause harm to a

vulnerable target environmentally and/or socially, employees, public and property.

6.1.3 Legislation means rules or laws relating to a particular activity that are made by a government.

6.1.4 Security means the protection of people, organizations, countries, etc. against a possible attack or other crime.

6.2 Corporate Safety Statement

“No operating condition of urgency of service can ever justify Endangering the life of any one”.

6.3 Purpose and Scope

6.3.1 IESCO intent with respect to all aspects of Health, Safety, Environment and Social management and provides structured guidelines that all people at Employer & Contractor shall follow when employed in the organization and when dealing with clients. IESCO ensures that strong HSE governance is in place at IESCO and across all its operations in order to meet Company’s values. Meeting with highest HSE standards will remain core to the operations of IESCO within the Company, and with its customer, vendors, or any party that comes into business with it.

6.3.2 IESCO shall be made publicly available and must be communicated to all employees, clients and external stake holders as appropriate.

6.3.3 The HES shall be applicable to all the people employed at IESCO, vendor and to all customer that IESCO works with.

6.3.4 Eliminate or reduce the risks to health, safety, the environment and social from its activities, to levels which are considered tolerable and where required as low as reasonably practical

6.4 Compliance with Laws, Regulations and Professional Standards

6.4.1 Applicable HSE requirements shall include (i) applicable laws, statutes, ordinances, rules, regulations, orders, directions, permits, licenses, approvals and policies issued there under relating to health, safety, environmental and social issues (including the National Environmental Quality Standards); (ii) the International Finance Corporation’s Performance Standards on Social and Environmental Sustainability; (iii) the Principles of the UN Global Compact; (iv) the Voluntary Principles on Security and Human Rights;

6.4.2 IESCO and its employees are to comply fully with all applicable laws, regulations and professional standards. No employee shall undertake any activities considered inappropriate to the business and reputation of IESCO and violating Health and Safety standards set forth by the Government of Pakistan.

6.4.3 Policy, procedure or guidance is or becomes contradictory with any applicable HSE requirements as defined national law, regulation, the IESCO Safety Directorate identifying the conflict shall promptly notify the GRC in writing of the details of the conflict. In the event of any such conflict, IESCO shall comply with applicable national law, regulation or professional standard and applicable Standards till the time appropriately amended as required.

- 6.4.4 IESCO will ensure that all its activities align with Good International Industry Practices (GIIP), including in relation to the applicable HSE requirements referenced at the beginning of this clause.

6.5 Health and Safety Policy

- 6.5.1 All stakeholder will adhere to the highest standards of health and safety across the Company and when dealing with employees, customer and contractor, protecting the health and safety of the people, clients, visitors and any other external stakeholders. IESCO will be required to enable a culture that takes adequate precautionary measures to prevent and reduce accidents and serious incidents. Accidents, serious incidents and high potential near misses including those in relation to Clients, will be promptly reported within twenty-four (24) hours. Subsequently, all reported accidents/incidents/near-misses will be investigated, acted upon and the lessons learned will be shared throughout Directorate of Safety IESCO
- 6.5.2 Mandate Health and Safety considerations into the decision-making process across all activities;
- 6.5.3 Continually improve Health and Safety performance, supported by appropriate resources and strong visible health and safety governance;
- 6.5.4 Comply with all relevant Health and Safety legislation and align with Good International Industry Practices;
- 6.5.5 Ensure that occupational Health and Safety rules and programs are in place to protect people and work force from hazards that may arise in our working environment;
- 6.5.6 Foster a culture where accidents, incidents and high potential near misses are promptly reported and investigated and the lessons learned shared and acted upon throughout the Company;
- 6.5.7 Develop and maintain Health and safety contingency and emergency plans; and
- 6.5.8 Continuously train its employees to achieve the highest level of health and safety at work place.
- 6.5.9 Assess the health and safety risks of new transactions as part of the HSE due diligence process and conduct ongoing monitoring of the portfolio on health and safety risks.
- 6.5.10 Assess the suitability of safety measures in place for employees during business travel.

6.6 Environment Policy

- 6.6.1 All stakeholders will strive to avoid or minimize potential adverse environmental impacts and conserve biodiversity wherever they operate. They will monitor and demonstrate the climate change impact of their activities and support climate change mitigation and adaptation. All stake holders will ensure the consideration of water use efficiency and water conservation measures.

6.7 First Aid Box

- 6.7.1 Contractor will ensure minimum standard first Aid Box during construction of work with each gang/group to meet emergency at site as well as at camp office.

PART 3 – Conditions of Contract and Contract Forms

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. Communica- tions | 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 | <p>From the Start Date until the Defects Liability Certificate has been issued, the following are Employer's risks:</p> <ul style="list-style-type: none"> (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 <ul style="list-style-type: none"> (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 | <p>17.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Manager, for his approval.</p> <p>17.2 The Contractor shall be responsible for design of Temporary Works.</p> <p>17.3 The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary Works.</p> <p>17.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.</p> <p>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.</p> |
| 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 | <p>22.1 The Contractor shall carry out all instructions of the Project Manager which comply with the applicable laws where the Site is located.</p> <p>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).</p> |
| 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

I_{mc} is the index prevailing at the end of the month being invoiced and I_{oc} 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

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

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

² "another party" refers to a public official acting in relation to the procurement process or contract execution]. In this context, "public official" includes 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.

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| 58. Payment upon Termination | <p>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.</p> <p>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.</p> |
| 59. Property | <p>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.</p> |
| 60. Release from Performance | <p>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.</p> |
| 61. Blacklisting Mechanism | <p>61.1 As specified in PCC</p> |
| 62. Determination of loss in case of deviation | <p>As specified in PCC.</p> |
| 63. Contract Agreement Requirement | <p>As specified in PCC.</p> |
| 64. Environmental and Social Safeguard | <p>The clauses regarding Environmental and social safeguard are mentioned in PCC.</p> |

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 | |
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| GCC 1.1 (r) | <p>The Employer is:</p> <p>Name: Islamabad Electric Supply Company (IESCO), Islamabad, Pakistan</p> <p>Authorized Representative: Chief Engineer (Development) Project Management Unit Islamabad Electric Supply Company (IESCO)</p> <p>Address: Street No: 40, Sector: G-7/4 IESCO Head Office Islamabad Pakistan</p> <p>Telephone: +92 51 9252519, +92 51 2378045 Facsimile number: +92 51 9252978 Electronic mail address: iescopmu@iesco.com.pk</p> |
| GCC 1.1 (v) | <p>The Intended Completion Date for shall be as follow:</p> <p>120 days after the start date “defined in clause GCC 1.1 (dd) of PCC Section -VIII</p> |
| GCC 1.1 (y) | <p>Chief Engineer (Development) Project Management Unit Office of Chief Engineer (Development) Islamabad Electric Supply Company (IESCO)</p> <p>Address: Street No: 40, Sector: G-7/4 City: Islamabad</p> <p>ZIP Code: 44000</p> <p>Country: Pakistan</p> <p>Telephone: +92 51 9252519, +92 51 2378045 Facsimile number: +92 51 9252978</p> |
| GCC 1.1 (aa) | The Sites are located at Technopolis |
| GCC 1.1 (dd) | The Start Date shall be: <u>Seven (07) days after the date of signing the Contract Agreement</u> |

| | |
|---------------------|---|
| GCC 1.1 (hh) | <p>The Works consist of the following:</p> <ul style="list-style-type: none"> i. pegging out and layout of tower locations, Tower Spotting / Staking, transportation of towers, conductor, hardware, insulators, grounding material and all other related material from IESCO warehouse to sites, Test pits, provision of access roads where necessary, clearing right of way, supply of civil work material and construction of foundations of Towers / Poles with stubs & associated civil work, installation of grounding arrangement of Towers / Poles, complete erection & installation, stringing, Testing & commissioning and Back filling as per Schedule of BOQ & specifications for the following transmission lines: ii. carriage of material from store to site as per BDS Clause ITB 1.1 |
| GCC 2.2 | Sectional Completions are: <u>Not Applicable</u> |
| GCC 2.3(i) | <p>The following documents also form part of the Contract:</p> <ul style="list-style-type: none"> 1- Any correspondence between employer / engineer and the bidder before signing of the contract. 2- IESCO Mechanism for blacklisting of contractor /manufacturer /supplier /consultant 3.All annexures to the bid |
| GCC 3.1 | <p>The language of the contract is: <u>English language.</u></p> <p>The law that applies to the Contract is the law of: <u>Islamic Republic of Pakistan.</u></p> |
| GCC 5.1 | <p>The Project Manager shall delegate his duties and responsibilities for all assignments for execution of project to.</p> <p>Name: Project Director (GSC) Islamabad Electric Supply Company (IESCO) GSC House, 132kV I-10 Grid Station, I-10/2, Islamabad, Pakistan Telephone: 051 4446635</p> |
| GCC 8.1 | Schedule of other contractors: <u>Not Applicable</u> |
| GCC 13.1 | <p>The minimum insurance amounts and deductibles shall be:</p> <ul style="list-style-type: none"> (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: <ul style="list-style-type: none"> (i) of the Contractor's employees: (ii) <u>As per Workman Compensation Act of Pakistan</u> (iii) of other people: <u>According to Law of Pakistan</u> |

| | |
|--------------------------------|---|
| GCC 14.1 | <p>Site Data are: Soil investigation and bearing capacity reports.</p> <p>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.</p> |
| GCC 20.1 | <p>The Site Possession Date(s) shall be: <u>Seven (07) days after the date of signing of the Contract Agreement</u></p> |
| GCC 23.1 & GCC 23.2 | <p>Appointing Authority for the Adjudicator:</p> <p>IESCO has proposed the name of the adjudicator as per section-II Bid Data Sheet, ITB 42.1</p> <p>The adjudicator shall be appointed jointly by the Employer and the Contractor at the time of Award of Contract.</p> <p>However, in case of disagreement, 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.</p> |
| GCC 24.3 | <p>Hourly rate and types of reimbursable expenses to be paid to the Adjudicator:</p> <p><u>To be decided by the employer, the successful bidder and the adjudicator by mutual consultation at time of award of the contract</u></p> |
| GCC 24.4 | <p>Institution whose arbitration procedures shall be used:</p> <p>(a) Contracts with domestic contractors:</p> <p>Any dispute between the Employer and a domestic Contractor arising in connection with the present Contract shall be referred to adjudication or arbitration in accordance with the Pakistan Arbitration Act 1940.</p> <p>The place of arbitration shall be: Islamabad, Pakistan</p> |
| B. Time Control | |
| GCC 25.1 | <p>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.</p> |
| GCC 25.3 | <p>The period between Program updates is: Seven (07) days.</p> <p>The amount to be withheld for late submission of an updated Program is:</p> <p style="text-align: right;">Two Percent (2 %) of the contract price</p> |
| C. Quality Control | |
| GCC 33.1 | <p>The Defects Liability Period is: Three Hundred and Sixty Five (365) days after issuance of Completion certificates or energization of Transmission Line, whichever occur later. <u>Performance Guarantee will be released after expiration of defect liability period and satisfactory operational certificate from Concerned SS&TL Division and SE (GSO) IESCO.</u></p> |
| GCC 39.1 | <p>Contractor shall submit the invoices to representative of Project Manager as PCC clause GCC 5.1</p> |

| | Invoice No. | % Completion of work |
|--------------------|--|----------------------|
| | 1 st Invoice | 40% |
| | 2 nd Invoice | 60% |
| | 3 rd Invoice after | 80% |
| | 4 th Invoice | 90% |
| | 5 th Invoice after submission of satisfactory completion certificate and takeover of SE (GSO) | 95% |
| | Final Invoices submission of A-90 by PD (GSC) IESCO | 100% |
| GCC 39.1(i) | Procedure of payment 1. Contractor will submit invoices to concerned supervision staff of PD GSC and concerned supervision official will reproduce on MB or EMB according to actual measurement at site. 2. Constructor will submit test reports of construction material and concrete tests from CMTL of NUST/UET Taxila 3. Contractor will submit invoice for dismantled material after submission of MRN from Store New Wah along with receipt of weight from NHA weighing machine installed nearby. | |

| 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: Ten Percent (10 %) |
| GCC 46.1 | The liquidated damages for the whole of the Works are <u>"0.05% per day of the final contract price"</u> . The maximum amount of liquidated damages for the whole of the Works is <u>"10 %"</u> of the final Contract Price. |
| 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: <u>"Not Applicable"</u> Against the provision by the contractor of an Unconditional Bank Guarantee on the prescribed format attached with the bidding document. |
| GCC 49.1 | The Performance Security amount is; <u>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.</u> 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 | <p>The date by which operating and maintenance manuals are required is: <u>Not Applicable</u></p> <p>The date by which “as built” drawings are required is: <u>Before 7 days of Energization of Transmission Line</u></p> |
| 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 are: 120 days |
| GCC 58.1 | <p>The percentage to apply to the value of the work not completed, representing the Employer’s additional cost for completing the Works, is:</p> <p><u>100% of the cost of the non-completed works.</u></p> |
| 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 | <p style="text-align: center;">Environmental and Social Safeguard Clauses (New Transmission Lines)</p> <p>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.</p> <p>The contractor shall ensure to:</p> <ul style="list-style-type: none"> • Appoint HSE/Environmental Inspector at work site. • Identify requirements, comply with, monitor and report all control measures, corrective actions set forth, strictly adhered to (a) the social safeguard requirements (b) 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. • To submit monthly monitoring and implementation report to Environment & Social Section PMU IESCO. • Provide Personal Protective Equipment’s (PPEs (Safety Helmets, Hard Helmets, Safety Gloves, Safety Shoes, Safety Glasses, and Safety vests) to all the workers and First Aide Box & Firefighting Equipment’s at site. Trained firefighting & first aide personals at site. • Safety signs and awareness material printed in Urdu & English languages |

| | |
|--|--|
| | <p>(pan-flexes) are placed at visible sites of project.</p> <ul style="list-style-type: none"> • 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. • Notice in local languages “Urdu” shall be displayed at all sites before commencement of civil works. • No Child labour will be appointed for the project. • Each worker should be insured from any mishap/injury/death during execution of project. <p>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.</p> |
|--|--|

Section IX - Contract Forms

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

Table of Forms

Letter of Acceptance

Contract Agreement

Performance Security

Advance Payment Security

Letter of Acceptance

[on letterhead paper of the Employer]

..... *[date]*

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

Subject: *[Notification of Award Contract No]*

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

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

[Choose one of the following statements:]

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

[or]

We do not accept that _____ *[insert the name of the Adjudicator
proposed by the Bidder]* be appointed as the Adjudicator, and by sending a copy of
this Letter of Acceptance to
_____ *[insert name of the Appointing
Authority]*, the Appointing Authority, we are hereby requesting such Authority to
appoint the Adjudicator in accordance with ITB 42.1 and GCC 23.1.

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

Attachment: Contract Agreement

Contract Agreement

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

Or

on the other hand, a Joint Venture (-----) consisting of the following entities,

1. _____
2. _____

each member of JV will be jointly and severally liable to the Client for all the Consultant's obligations under this Contract **(herein after called the “contractor”)**.

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

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - (a) the Letter of Acceptance
 - (b) the Bid
 - (c) the Addenda Nos ***insert addenda numbers if any***.
 - (d) the Particular Conditions
 - (e) the General Conditions;
 - (f) the Specification
 - (g) the Site Specific Environmental & Social Management & Mitigation Plan (ESMP)
 - (h) the Environmental Monitoring Plan
 - (i) the Drawings; and
 - (j) the completed Schedules,

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

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *name of the borrowing country*
.on the day, month and year indicated above.

Signed by: _____
for and on behalf of the Employer

Signed by: _____
for and on behalf the Contractor

in the
presence of: _____
Witness, Name, Signature, Address, Date

in the
presence of: _____
Witness, Name, Signature, Address, Date

Performance Security

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

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

Date:

Performance Guarantee No.:

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

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

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

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

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

.....
[Seal of Bank and Signature(s)]

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