

TENDER NO. PD (GSC) QESCO – 01 (2021 – 22)

Work – 1 : CONSTRUCTION OF TOWER FOUNDATIONS, ERECTION AND STRINGING AT 132 KV SDT SHARIG - MANGI DAM TRANSMISSION LINE SECTION - 1 (20.70 KM FROM SHARIG GRID STATION TOWARDS MANGI DAM).

NATIONAL COMPETITIVE BIDDING (NCB)

SINGLE STAGE – TWO ENVELOPE (SSTE)

Name & Address of the Contractor to whom these Tender Documents are issued for tendering: - M/s.....

.....

.....

Signature of QESCO Officer who issue these Tender Documents to the above Tenderer: -

Name (In Block Letters), Designation and Address of QESCO's Officer

**(ABDUL SALAM MENGAL)
PROJECT DIRECTOR (GSC)
QESCO, QUETTA**

**Office of Project Director (GSC) QESCO, Bungalow
No.03, Opposite Bazai Qilla, Airport Road Quetta.**

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QUETTA ELECTRIC SUPPLY COMPANY LIMITED

INVITATION FOR BIDS

NATIONAL COMPETITIVE BIDDING (NCB) (SINGLE STAGE – TWO ENVELOPE BIDDING PROCEDURE)

Quetta Electric Supply Company Limited (QESCO), Invites sealed Bids on Item Rate Basis from the Firms as per detailed scope of work in the Bidding Documents. Who have:

- Duly Licensed by the Pakistan Engineering Council (PEC) in the Category (C-4) (2020-2021) or above with Field of Specialization Codes (CE-10 & EE05).

TENDER NO. PD (GSC) QESCO – 01 (2021 – 2022)

Work – 1 : CONSTRUCTION OF TOWER FOUNDATIONS, ERECTION AND STRINGING AT 132 KV SDT SHARIG - MANGI DAM TRANSMISSION LINE SECTION - 1 (20.70 KM FROM SHARIG GRID STATION TOWARDS MANGI DAM).

Following eligibility conditions / qualification criteria shall apply:

- a. Bidder should submit attested copies of C.NIC, PEC License (showing original), experience certificates with completion certificates, NTN, BRA, tax returns for the year **2019-20**. Current work orders etc. are genuine (*Undertaking on Non-Judicial stamp paper duly countersigned by the oath commissioner & signed by owner of firm in original that the necessary provided documents are found fake at later stage, the firm will be held responsible for all consequences*).
- b. Bidder should submit last 03-years Audited Balance Sheets along with (FBR) tax returns. The Average Annual Turnover for the last 03-years should be as specified in Bidding Documents. The Bidder should have financial access with a proof from the Bank of their Financial Capability to undertake the assignment.
- c. Bidder / JV must demonstrate at least one (01) No. contract of 05 KM transmission line that have been successfully completed within the last ten (10) years. For the purpose, the bidder / JV shall provide relevant work order / contract agreement & completion certificates etc. Bidder / JV must demonstrate satisfactory performance of previous completed works.
- d. The Bidders can form JV accordance with PEC bye Laws, JV partner other than Lead must have PEC Category (C-6) having PEC Specialization Code CE-10 & EE05 must have experience of one work same nature.
- e. Any Bidder shall submit only one Bid, as a single or as Joint venture for each work. A bidder who submits or participates in more than one Bid will be disqualified.
- f. Bidder must demonstrate at least one (01) No. contract of 05 KM transmission line that have been successfully completed within the last ten (10) years. For the purpose, the bidder shall provide relevant work order / contract agreement & completion certificates etc. Bidder must demonstrate satisfactory performance of previous completed works.
- g. The bidder shall bid for complete scope of work as specified in the Bidding Documents for each Work. Incomplete Bids or Bid covering partial scope of work under each Work will be rejected.
- h. Interested eligible Bidders may obtain further information from, inspect at PPRA & QESCO websites and purchase complete set of Bidding Documents from the office of **Project Director (GSC) QESCO, Bungalow No.03, Opposite Bazai Qilla, Airport Road Quetta** during office hours on submission of written application upon payment of a non-

refundable fee of Rs.5000.00 (for each Work) per set of bidding documents for each work. The method of payment will be by Bank pay order in favor of Project Director (GSC) QESCO, Quetta (Pakistan).

- j.** All bids must be accompanied by a Bid Security in the shape of irrevocable Bank Guarantee or CDR @ 2% of Bid quoted price (separate for each Work) valid for 150-days from the Bid Opening Date.
- k.** The Bids covering partial and incomplete works as well as not in shape of Book Binding shall be rejected.
- L.** No conditional / e-mail bids will be accepted.

The Bids must be submitted in the office of the undersigned at the address given below on or before **09.08.2021 at 1400 hours**. The Technical Proposals will be opened on the same day for **Work -1, 2, 3, 4 & 5 at 1230, 1300, 1330, 1400 & 1430 hours respectively** in the presence of Bidders or Authorized Representatives of Bidder who choose to attend, while Financial Proposals shall remain unopened in the custody of undersigned. Financial Proposals shall be opened of those Bidder(s) who will stand Technically Responsive. Financial Proposals of Technically Non-Responsive Bidder(s) shall be returned un-opened.

QESCO reserves all the rights regarding rejection of Bids as defined in PPRA Rules-2004.

Project Director (GSC) QESCO
Bungalow No.03, Opposite Bazai Qilla,
Airport Road Quetta
Tele: 081-2881092, Fax: 081-2307054
e-mail: pdgscqescoqta@gmail.com

Section – I

Instructions to Bidders

A. General:

ITB.1: Scope of Bid

- 1.1 The Employer as defined in the Bidding Data hereinafter called “the Employer” wishes to receive bids for the construction and completion of works as described in these Bidding Documents, and summarized in the Bidding Data hereinafter referred to as the “Works”.
- 1.2 The successful bidder will be expected to complete the Works within the time specified in Appendix-A to Bid.

ITB.2 Source of Funds

- 2.1 Federal PSDP and Deposit Work.

ITB.3 Eligible, Qualification & Experience Criteria

3.1 Eligible Bidder

This Invitation for Bids is open to all bidders meeting the following requirements:

- 3.1.1 Duly Licensed by the Pakistan Engineering Council (PEC) in the Category (C-4) (2020-2021) or above with Field of Specialization Codes (CE-10 & EE05).
- 3.1.2 A Bidder may be a natural person, private entity, or government-owned enterprise or any combination who is active tax payer. The Bidder shall furnish income tax returns for last three years duly attested by FBR.
- 3.1.3 A Bidder may be a natural person, private entity, or government-owned enterprise or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture. In the case of a Joint Venture,
 - (a) all partners shall be jointly and severally liable; and
 - (b) the Joint Venture shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the Joint Venture during the bidding process and, in the event the Joint Venture is awarded the Contract, during contract execution.

3.2 Qualification and Experience

3.2.1 General Experience

The bidder must have demonstrated at least ten year experience in the field of construction from registration of PEC

3.2.2 Specific Experience

- (i) Bidder/ JV must demonstrate at least one (01) contract of 05 KM transmission line that have been successfully completed within the last ten (10) years similarity of work is mention in ITB clause 3.2.2 (II). . For the purpose bidder/JV shall accompany Work Order/Contract agreement & Completion certificate.
- (ii) The similarity of the Bidder’s participation shall be based on construction of similar nature of work.
- (iii) Bidder shall demonstrate satisfactory operation Performance for Last Three years.

3.3

Financial Soundness

3.3.1 Financial Situation

Submission of audited financial statements for the last three (03) years to demonstrate the current soundness of the Bidder’s financial position. As a minimum, the Bidder’s net worth for the last three year calculated as the difference between total assets and total liabilities should be positive. For the purpose FIN form is attached.

3.3.2 Average Annual Turnover

Minimum average annual turnover within the last three (03) years is as under:

Tender ID	Description of Work	AAT (PKR)
TENDER NO. PD (GSC) QESCO – 01 (2021 – 2022)	<u>Work -1</u> CONSTRUCTION OF TOWER FOUNDATIONS, ERECTION AND STRINGING AT 132 KV SDT SHARIG - MANGI DAM TRANSMISSION LINE (FROM SHARIG GRID STATION TOWARDS MANGI DAM) (SECTION-1 20.70 KM)	30.00

Note:

In case of JV, Lead partner must demonstrate above requirement equal to 60% and each partner 40%.

3.3.3 Financial Resources/Cash Flow

The Bidder must demonstrate that its financial resources defined in relevant Fin form, less its financial obligations for its current contract commitments defined in Form fin, meet or exceed the total requirement for the Subject Contract is as under:

Tender ID	Description of Work	Cash or Cash Equivalent
TENDER NO. PD (GSC) QESCO – 01 (2021 – 2022)	<u>Work -1</u> CONSTRUCTION OF TOWER FOUNDATIONS, ERECTION AND STRINGING AT 132 KV SDT SHARIG - MANGI DAM TRANSMISSION LINE (FROM SHARIG GRID STATION TOWARDS MANGI DAM) (SECTION-1 20.70 KM)	Should be equal to Rs.20 Million

Financial Resources shall be assessed on following bases

Financial Resources= Working Capital + summation of Lines of Credit – summation of Current Contract Commitments (as per FIN-5)

Note:

In case of JV, Lead partner must demonstrate above requirement equal to 60% and JV partner 40%

3.4 Pending Litigation

All pending claims, arbitrations, or other litigation shall be treated as resolved against the bidder and so shall in total not represent more than 10% of the bidder's net-worth.

3.5 Personnel

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

S.No.	Position	No.	Total Experience (Years)	Experience in Similar work (Year)
1.	Project Manager	01	07	03
2.	Electrical Engineer	01	05	03
3.	Site (Civil Engineer)	01	05	02
4.	Surveyor	01	05	02
5.	Skilled Labour	10	03	02

3.6

Equipment

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

S.No.	Civil Works Tools & Equipment	Qty
1.	Concrete Mixer (Large Size)	01 No.
2.	Surveying Instrument Level Theodolite	01 No. (Each)
3.	Speedy Moisture Testing Equipment	01 No.
4.	Concrete Vibrator Electric	02 Nos.
5.	Concrete Testing Machine and Related Equipment	01 No.
6.	Excavator etc.	01 No. (Each)
7.	List of T&P of T/Line & Trougher Hoist (Ruk Suk)	01 Lot
8.	Other Miscellaneous items for transmission line should be attached.	01 Lot

ITB.4 One Bidder per Bidder

4.1

- a. Each bidder shall submit only one bid either by himself, or as a partner in a joint venture either in Both Work or only One Work.
- b. A bidder who submits or participates in more than one bid (other than alternatives pursuant to Clause IB.16) will be disqualified.

ITB.5 Cost of Bidding

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

ITB.6 Site Visit

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

B. BIDDING DOCUMENTS

ITB.7 Contents of Bidding Documents

7.1 The Bidding Documents, in addition to invitation for bids, are those stated below and should be read in conjunction with any Addenda issued in accordance with Clause ITB.9.

- i. Instructions to Bidders.
- ii. Bidding Data.
- iii. General Conditions of Contract, Part-I (GCC).
- iv. Particular Conditions of Contract, Part-II (PCC).
- v. Specifications - Technical
- vi. Form of Bid & Appendices to Bid.
- vii. Bill of Quantities
- viii. Form of Bid Security.
- ix. Form of Contract Agreement.
- x. Forms of Performance Security and Mobilization Advance Guarantee/Bond.
- xi. Drawings.

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

ITB.8 Clarification of Bidding Documents

8.1 Any prospective bidder requiring any clarification (s) in respect of the Bidding Documents may notify the Employer in writing at the Employer's address indicated in the Invitation for Bids. The Employer will respond to any request for clarification which he receives earlier than 14 days prior to the deadline for submission of bids. Copies of the Employer's response will be forwarded to all purchasers of the Bidding Documents, including a description of the enquiry but without identifying its source.

ITB.9 Amendment of Bidding Documents

9.1 At any time prior to the deadline for submission of bids, the Employer may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by issuing addendum.

9.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub Clause 7.1 hereof and shall be communicated in writing to all purchasers of the Bidding Documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the Employer.

9.3 To afford prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may extend the deadline for submission of bids in accordance with Clause IB.20

C. PREPARATION OF BIDS

ITB.10 Language of Bid

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

ITB.11 Documents Accompanying the Bid

11.1 Each bidder shall:

- (a) submit a written power of attorney authorizing the signatory of the bid to act for and on behalf of the bidder;
- (b) update the information indicated and listed in the Bidding Data which as a minimum, would include the following:
 - (i) Evidence of access to financial resources along with average annual construction turnover.
 - (ii) Financial predictions for the current year and the two following years including the effect of known commitments.
 - (iii) Work commitments in progress.
 - (iv) Current litigation information; and
 - (v) Availability of critical equipment.and

- (c) furnish a technical proposal taking into account the various Appendices to Bid specially the following:

Appendix-A to Bid	Special Stipulations
Appendix-B to Bid	Bill of Quantity.
Appendix-C to Bid	Proposed Construction Schedule /Personnel
Appendix-C-I to Bid	Personnel.
Appendix-D to Bid	Method of Performing the work
Appendix-E to Bid	Equipment
Appendix-F to Bid	Construction Map & Housing
Appendix-G to Bid	List of Sub Contractor (Nor Applicable)
Appendix-H to Bid	Estimated progress Payment
Appendix-I to Bid	Organization chart for the Supervisory Staff & Labour
Appendix-J to Bid	Additional Bidding Requirement Check List/ Bidder Qualification Form
Appendix-K to Bid	Financial Resources.
Appendix-L to Bid	Undertaking of Bid Security.
Appendix-M to Bid	Integrity Pact

Organization Chart for Supervisory Staff and other pertinent information such as mobilization programme etc.

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

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

ITB.12 Bid Prices

- 12.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole of the Works as described in Sub-Clause 1.1 hereof, based on the unit rates and / or prices submitted by the bidder.
- 12.2 The bidders shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by a bidder will not be paid for by

the Employer when executed and shall be deemed covered by rates and prices for other items in the Bill of Quantities.

- 12.3 All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to the deadline for submission of bids shall be included in the rates and prices and the total Bid Price submitted by a bidder.

Additional / reduced duties, taxes and levies due to subsequent additions or changes in legislation shall be reimbursed / deducted as per Sub-Clause 70.2 of the General Conditions of Contract Part-I.

ITB.13 Currencies of Bid and Payment

- 13.1 The unit rates and the prices shall be quoted by the bidder entirely in Pak Rupees (PKR) in his bid which will be inclusive of all Taxes.

ITB.14 Bid Validity

- 14.1 Bids shall remain valid for the period stipulated for 120- Days after date of Bid Opening.
- 14.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request that the bidders extend the period of validity for a specified additional period which shall in no case be more than the original bid validity period. The request and the responses thereto shall be made in writing. A bidder may refuse the request without forfeiting his Bid Security. A bidder agreeing to the request will not be required or permitted to modify his bid but will be required to extend the validity of his Bid Security for the period of the extension, and in compliance with Clause ITB.15 in all respects.

ITB.15 Bid Security

- 15.1 Each bidder shall furnish, as part of his bid, a Bid Security in the amount stipulated in the Bidding Data in Pak Rupees.
- 15.2 The Bid Security shall be, at the option of the bidder, in the form of Deposit at Call issued by a Scheduled Bank in Pakistan or from a foreign bank duly counter guaranteed by a Scheduled Bank in Pakistan in favor of the Employer valid for a period 150-days from the Bid of opening date.
- 15.3 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer as non-responsive.
- 15.4 The bid securities of unsuccessful bidders will be returned as promptly as possible, but not later than 28-days after the expiration of the period of Bid Validity.
- 15.5 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security and signed the Contract Agreement.

- 15.6 The Bid Security may be forfeited:
- (a) if the bidder withdraws his bid except as provided in Sub-Clause 22.1;
 - (b) if the bidder does not accept the correction of his Bid Price pursuant to Sub-Clause 27.2 hereof; or
 - (c) In the case of successful bidder, if he fails within the specified time limit to:
 - (i) furnish the required Performance Security; or
 - (ii) sign the Contract Agreement.

ITB.16 Alternate Proposals by Bidder

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

ITB.17 Pre-Bid Meeting

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

ITB.18 Format and Signing of Bid

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

D. SUBMISSION OF BIDS

ITB.19 Sealing and Marking of Bids

- 19.1 Each bidder shall submit his bid as under:
 - (a) ORIGINAL and each copy of the Bid shall be separately sealed and put in separate envelopes and marked as such.
 - (b) The envelopes containing the ORIGINAL and copies will be put in one sealed envelope and addressed / identified as given in Sub- Clause 19.2 hereof.
- 19.2 The inner and outer envelopes shall:
 - (a) be addressed to the Employer at the address provided in the Bidding Data;
 - (b) bear the name and identification number of the contract as defined in the Bidding Data; and

- (c) provide a warning not to open before the time and date for bid opening, as specified in the Bidding Data.

19.3 In addition to the identification required in Sub- Clause 19.2 hereof, the inner envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared “late” pursuant to Clause IB.21

19.4 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

ITB.20 Deadline for Submission of Bids

20.1

- (a) Bids must be received by the Employer at the address specified no later than the time and date stipulated in the Bidding Data.
- (b) Bids with charges payable will not be accepted, nor will arrangements be undertaken to collect the bids from any delivery point other than that specified above. Bidders shall bear all expenses incurred in the preparation and delivery of bids. No claims will be entertained for refund of such expenses.
- (c) Bids Submission via email will not be entertained.

20.2 The Employer may, at his discretion, extend the deadline for submission of bids by issuing an amendment in accordance with Clause IB.9, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

ITB.21 Late Bids

21.1

- (a) Any bid received by the Employer after the deadline for submission of bids prescribed in Clause IB.20 will be returned unopened to such bidder.
- (b) It shall be the bidder’s responsibility to determine the manner in which timely delivery of his bid will be accomplished either in person, by messenger.

ITB.22 Modification, Substitution and Withdrawal of Bids

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

22.2 The modification, substitution, or notice for withdrawal of any bid shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause IB.19 with the outer and inner envelopes additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL” as appropriate.

- 22.3 No bid may be modified by a bidder after the deadline for submission of bids except in accordance with Sub-Clauses 22.1 and 27.2.
- 22.4 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security in pursuance to Clause IB.15.

E. BID OPENING AND EVALUATION

ITB.23 Bid Opening

- 23.1 The Employer will open the bids, including withdrawals, substitution and modifications made pursuant to Clause IB.22, in the presence of bidders' representatives who choose to attend, at the time, date and location stipulated in the Bidding Data. The bidders' representatives who are present shall sign a register evidencing their attendance.
- 23.2 Envelopes marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause IB.22 shall not be opened.
- 23.3 The bidder's name, total Bid Price and price of any Alternate Proposal(s), any discounts, bid modifications, substitution and withdrawals, the presence or absence of Bid Security, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening of bids.
- 23.4 Employer shall prepare minutes of the bid opening, including the information disclosed to those present in accordance with the Sub-Clause 23.3.

ITB.24 Process to be Confidential

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

ITB.25 Clarification of Bids

- 25.1 To assist in the examination, evaluation and comparison of bids, the Employer may, at his discretion, ask any bidder for clarification of his bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing but no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm the

correction of arithmetic errors discovered by the Employer in the evaluation of the bids in accordance with Clause IB.28.

ITB.26 Examination of Bids and Determination of Responsiveness

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

ITB.27 Correction of Errors

- 27.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:
- (a) where there is a discrepancy between the 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 line item total resulting from multiplying the unit rate by 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 rate, in which case the line item total as quoted will govern and the unit rate will be corrected.
- 27.2 The amount stated in the Form of Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and with the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected Bid Price, his Bid will be rejected, and the Bid Security shall be forfeited in accordance with Sub- Clause 15.6 (b) hereof.

ITB.28 Evaluation and Comparison of Bids

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

- 28.2 In evaluation the bid the employer will determine the eligibility of Bidder as prescribed in clause 3.2 & 3.3
- 28.3 In evaluating the Bids, the Employer will also determine for each bid the evaluated bid price by adjusting the bid price as follows :-
- (a) making any correction for errors pursuant to Clause IB.27;
 - (b) excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities, but including competitively priced Day work; and
 - (c) making an appropriate adjustment for any other acceptable variation or deviation.
- 28.4 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.
- 28.5 If the Bid of the successful bidder is seriously unbalanced in relation to the Employer's estimate of the cost of work to be performed under the Contract, the Employer may require the bidder to produce detailed price analysis for any or all items of the Bill of Quantities to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analysis, the Employer may require that the amount of the Performance Security set forth in Clause IB.32 be increased at the expense of the successful bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful bidder under the Contract.

F. AWARD OF CONTRACT

ITB.29 Award

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

- ITB.30 Employer’s Right to accept any Bid and to reject any or all Bids as defined in PPRA Rules -2004**
- 30.1 Notwithstanding Clause IB.29, the Employer reserves the right to accept or reject any Bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidders or any obligation except that the grounds for rejection of all bids shall upon request be communicated to any bidder who submitted a bid, without justification of grounds. Rejection of all bids shall be notified to all bidders promptly.
- ITB.31 Notification of Award**
- 31.1 Prior to expiration of the period of bid validity prescribed by the Employer, the Employer will notify the successful bidder in writing (“Letter of Acceptance”) that his Bid has been accepted. This letter shall name the sum which the Employer will pay the Contractor in consideration of the execution and completion of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called the “Contract Price”).
- 31.2 No Negotiation with the bidder having evaluated as lowest responsive or any other bidder shall be permitted, however, Employer may have clarification meetings to get clarify any item in the bid evaluation report.
- 31.3 The notification of award and its acceptance by the bidder will constitute the formation of the Contract, binding the Employer and the bidder till signing of the formal Contract Agreement.
- 31.4 Upon furnishing by the successful bidder of a Performance Security, the Employer will promptly notify the other bidders that their Bids have been unsuccessful and return their bid securities.
- ITB.32 Performance Security**
- 32.1 The successful bidder shall furnish to the Employer a Performance Security in the form and the amount stipulated in the Bidding Data and the Conditions of Contract within a period of 28-days after the receipt of Letter of Acceptance.
- 32.2 Failure of the successful bidder to comply with the requirements of Sub Clause IB.32.1 or Clauses IB.33 or IB.35 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.
- ITB.33 Signing of Contract Agreement**
- 33.1 Within 14-days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Employer will send the successful bidder the Contract Agreement in the form provided in the Bidding Documents, incorporating all agreements between the parties.
- 33.2 The formal Agreement between the Employer and the successful bidder shall be executed within 14-days of the receipt of the Contract Agreement by the successful bidder from the Employer.

ITB.34 General Performance of the Bidders

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

ITB.35 Integrity Pact

The Bidder shall sign and stamp the Integrity Pact provided at Appendix-J to Bid in the Bidding Documents for all Federal Government procurement contracts exceeding Rupees Ten Million. Failure to provide such Integrity Pact shall make the bidder nonresponsive.

ITB.36 Instructions not Part of Contract

Bids shall be prepared and submitted in accordance with these Instructions which are provided to assist bidders in preparing their bids, and do not constitute part of the Bid or the Contract Documents.

Section – II

Bid Data Sheet (BDS)

The following specific data for the Works to be bid shall complement, amend, or supplement the provisions in the Instructions to Bidders. Wherever there is a conflict, the provisions herein shall prevail over those in the Instructions to Bidders.

ITB 2.1	<p>Name and Address of the Employer:</p> <p>Name: Quetta Electric Supply Company (QESCO) Address: Project Director (GSC) QESCO, Bungalow No.03, Opposite Bazai Qilla Airport Road Quetta. Telephone: 081-2881092, Facsimile: 081-2307054 e-mail: pdgscqescoqta@gmail.com</p>
ITB 2.2	<p><u>Summary of the Works:</u> Work – 1 : <u>CONSTRUCTION OF TOWER FOUNDATIONS, ERECTION AND STRINGING AT 132 KV SDT SHARIG - MANGI DAM TRANSMISSION LINE SECTION - 1 (20.70 KM FROM SHARIG GRID STATION TOWARDS MANGI DAM).</u></p>
ITB 2.3	<p>The Bidding is open to National Competitive Bidding (NCB) Time for Completion is 270-days from the date of handing over material or receipt of Engineer’s Notice to Commence.</p>
ITB 2.4	<p>Source of Funding: Federal PSDP & Deposit Work.</p>
ITB 2.5	<p>The Invitation for Bids is open to all Bidders in their sole capacity or as joint venture meeting the following requirements: The bidders shall Duly License by the Pakistan Engineering Council (PEC) in the Category (C-4) (2020-2021) or above with Field of Specialization Codes (CE-10 & EE05).</p> <p>PEC License should be renewed upto 2020-2021 or had applied for the renewal before the date of Bid Opening. In case of Joint Venture, all the partners shall be duly licensed by PEC and one of the firms shall have license minimum in the appropriate category C-4 or above with codes (CE-10 & EE05).</p> <ol style="list-style-type: none"> 1. Pakistani Contractor shall be on Active Taxpayers List of the Federal Board of Revenue and Relevant Provincial Revenue Authority. 2. The Bidder shall not be blacklisted by NTDC / WAPDA / DISCOs / Any Government / Public Department / Donor Agencies at the time of submission of Bids. Further, the bidder shall submit an Undertaking alongwith his bid that he has read and accepts the provisions of NTDC / PEPCO policy (attached with the Bidding Document) for blacklisting of contractors. Non-submission of this undertaking may result in the rejection of the bid. The said undertaking will subsequently become part of Contract Agreement as well.

ITB 2.6	The Invitation for Bids is open to all Bidders with qualification as described below:																
	1.	<p>Work Experience</p> <p>i) The bidder as single entity should have executed at least one similar nature of works. The Bidder must have successfully completed similar nature of work contract(s) within the last ten (10) years as main Contractor, JV Partner or Sub contractor. The Bidder shall submit the Completion certificates for the contract(s) having similar scope from clients/utilities indicating their names, addresses, fax numbers and e-mail addresses.</p> <p>ii) In case of JV, all JV partners shall combined meet the said required experience. Satisfactory completion certificates from the clients/utilities indicating their names, addresses, fax numbers and Web Site E-mail addresses must be submitted with the bid. The copies of the contract agreement for the projects indicated in the works record of the bidder pertaining to the specified and comparable works submitted with the bid.</p> <p>iii) The bidder should have his own requisite T&P and critical equipment with good working condition.</p> <p>iv) The bidder should provide details of its current contract commitments on the form QF-4: Section-III of the bidding document.</p>															
ITB 2.6.1	2.	<p>Key Personnel</p> <p>The Bidder shall have the personal for the key positions to be deployed for meeting of the following requirements: (information to be submitted in Appendix-G to Bid given in Section-III of the Bidding Documents).</p> <table border="1" data-bbox="418 1150 1502 1449"> <thead> <tr> <th>Position</th> <th>Relevant Construction Experience</th> <th>No. of Personnel</th> </tr> </thead> <tbody> <tr> <td>Project Manager</td> <td>07-Years</td> <td>01</td> </tr> <tr> <td>Electrical Engineer</td> <td>07-Years</td> <td>01</td> </tr> <tr> <td>Civil Engineer</td> <td>07-Years</td> <td>01</td> </tr> <tr> <td>Sub Engineer (Civil)</td> <td>05-Years</td> <td>01</td> </tr> </tbody> </table> <p>The above personnel shall be Graduate Professional Engineers or Equivalent.</p>	Position	Relevant Construction Experience	No. of Personnel	Project Manager	07-Years	01	Electrical Engineer	07-Years	01	Civil Engineer	07-Years	01	Sub Engineer (Civil)	05-Years	01
Position	Relevant Construction Experience	No. of Personnel															
Project Manager	07-Years	01															
Electrical Engineer	07-Years	01															
Civil Engineer	07-Years	01															
Sub Engineer (Civil)	05-Years	01															
ITB 2.6.2	3.	<p>Bidders Financial Capability</p> <p>i) The audited Financial “Standalone” Statements (Balance Sheet along with Notes, Profit & Loss Accounts and Cash Flow Statement audited by Chartered Accountant for the last three (03) years shall be submitted by the Bidder.</p> <p>ii) The Bidder’s Financial Statements for the last three years or Average of 3 years of the audited accounts should show that it has positive “NET WORTH” calculated as a difference between total assets and total liabilities. In case of JV, each JV partner shall meet the criteria. (Information to be submitted in QF-5, Section III).</p> <p>iii) The Bidder’s income & expenditure/profit and loss accounts should show minimum average annual turnover for the last three years or Average of Three</p>															

		<p>year not less than the below mentioned requirement for respective Work (Information to be submitted in QF-6, Section III).</p> <p>Rs.30.00 Million for Each Work.</p>
	iv)	<p>In case of JV, all the JV partners shall combined meet the requisite criteria with the lead partner and other partner(s) meeting not less than 40% and 25% respectively of the said criteria.</p> <p>The Bidder shall provide bank certificate for his lines of credit on the prescribed Form.</p>
	4.	Litigation History
	i)	<p>Bidders are required to submit details of all litigation, arbitration and other claims whether pending, threatened or resolved in the last five years. The Purchaser may disqualify bidder in the event that the total amount of pending or threatened litigation, arbitration or other claims represents fifty percent (50%) of the Bidder's net worth. Details in this regard should be submitted in the prescribed format given in QF-9: Section III.</p>
	ii)	<p>The above stated requirements are a minimum and the Employer reserves the right to request for any additional information. The Employer also reserves the right to reject the proposal of any Bidder, if in the opinion of the Employer the qualification details are incomplete, ambiguous or the Bidder is found not qualified to satisfactorily perform the contract.</p>
	iii)	<p>The general information about the bidder and all associated partners is to be provided at form QF-1: Section-III separately for each partner.</p>
	iv)	<p>This bidding document comprises of 13 appendices (Appendix A to L). For qualification, the bidder must read carefully all the instructions and fill up all the relevant forms enclosed in these appendices.</p>
ITB 2.7		<p>A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in this bidding process if, including but not limited to:</p>
	i)	They have controlling shareholders in common; or
	ii)	They receive or have received any direct or indirect subsidy from any of them; or
	iii)	They have the same legal representative for purposes of this bid; or
	iv)	they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to material information about or improperly influence the bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
	v)	A Bidder or any affiliated entity, participated as a consultant in the preparation of the design or technical specifications of the plant and services that are the subject of the bid.

ITB 2.8	The Bidder shall inspect the site, examine and obtain all information required and satisfy himself regarding matters and things such as access to site, communication, transport, right of way, the type and number of equipment and facilities required for the satisfactory completion of work, the quantity of various sections of the work, the availability of local labor, availability and rates of materials, local working conditions, uncertainties of weather, obstructions and hindrances that may arise etc., which may affect the work or cost thereof, before submission of his bid. Ignorance of site conditions shall not be accepted by the Employer as basis for any claim for compensation. The submission of a bid by the bidder will be construed as evidence that such an examination was made and any later claims/disputes in regard to rates quoted shall not be entertained or considered by the Employer. All cost in this respect shall be at the bidder's own expense.
ITB 2.9	The Bidders should ensure that they have received the complete set of the bidding Documents. Every bid is deemed to be made on the basis of all of the bidding Documents, including any Addenda. The Employer accepts no responsibility for any Bidder lacking a complete set of Bidding Documents or any other information.
ITB 2.10	<p>The details presented in the bidding Documents have been compiled with all reasonable care, however, it is the responsibility of the bidder to satisfy himself that the information given in each section is adequate and that there is no conflict between various clauses/sections/ Specifications. In case of any variation, the same may be referred to the Employer for clarification/ decision before at least 07 days prior to due date of submission of Bid. The clarification/ decision of the Employer shall be final and conclusive.</p> <p>Copies of the Employer's response will be forwarded to all purchasers of the Bidding Documents, including a description of the enquiry but without identifying its source.</p> <p>Further, the mere request for clarification from the bidders shall not be a ground for seeking extension in the deadline for submission of Bids.</p>
ITB 2.11	The bid with all accompanying documents and all communications in relation to or concerning the bidding Process shall be in English language and strictly on the forms provided in the bidding Documents. In case any of these Documents is in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the bid, the translation in English shall prevail. Any portions of Bids that are not in English may not be evaluated. Failure to comply with this may disqualify a bid.

1. Documents Comprising the Bid

The Bid submitted by the Bidder shall be prepared in two (02) separate envelopes, one Containing the “Technical Bid” and Other containing the “Price Bid” comprising the following documents in respective envelop: the following documents.

i) Technical Documents	
a)	Duly filled-in Form of Technical Bid with following Appendices to Bid:
	Appendix-A to Bid Special Stipulations
	Appendix-B to Bid Bill of Quantity.
	Appendix-C to Bid Proposed Construction Schedule /Personnel
	Appendix-C-I to Bid Personnel.
	Appendix-D to Bid Method of Performing the work
	Appendix-E to Bid Equipment
	Appendix-F to Bid Construction Map & Housing
	Appendix-G to Bid List of Sub Contractor (Nor Applicable)
	Appendix-H to Bid Estimated progress Payment
	Appendix-I to Bid Organization chart for the Supervisory Staff & Labour
	Appendix-J to Bid Additional Bidding Requirement Check List/ Bidder Qualification Form
	Appendix-K to Bid Financial Resources.
	Appendix-L to Bid Undertaking of Bid Security.
	Appendix-M to Bid Integrity Pact
b)	Undertaking by the Bidder in respect of submission of required Bid Security as per Appendix-N to Bid;
c)	Written Power of Attorney, duly notarized, authorizing the signatory of the bid to act for and on behalf of the Bidder;
d)	Copies of Original Documents defining the constitution or legal status, place of registration and principal place of business of the bidder and JV partners;
e)	An affidavit that the Bidder has not been black listed pursuant to Sub-Clause 3.1 (a) (iv);
f)	Proof of purchase of Bidding Documents from the Employer;
g)	PEC license pursuant to Sub-Clause 3.1 (a) (i); and
h)	Any other document required to be submitted in accordance with these Bidding Documents.
ii) Price Bid	
a)	Duly Filled-in Form of Price Bid with following Appendices to Bid:
i.	Appendix-B to Bid Bill of Quantities (Work wise)
ii.	Appendix-I to Bid Estimated Progress Payments
b)	Any other document required to be submitted in accordance with these Bidding Documents.

ITB 2.13	To be qualified for award, Bidders shall provide satisfactory evidence to the Employer of their capability and adequacy of resources to carry out the contract effectively. Bids shall include the following information in addition to those required in ITB.	
	a)	Authority to seek reference from the Bidder's Bank.
	b)	Documentary Evidence in support of the Qualifying requirement as stipulated above.
ITB 2.14	“ Only one joint venture partner/firm is allowed ”	
ITB 2.15	These price schedules forms must be completed without any alterations to its format and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.	
ITB 2.16	“The unit rates and prices shall be quoted by the Bidder entirely in Pak Rupees (PKR). All payments under the contract shall be made in Pak Rupees only. Bidders expecting to incur expenditures in currency (ies) other than Pak Rupees shall manage foreign currency (ies) at their own arrangement. The exchange risk in this regard, if any, shall be deemed to be included in unit rates and prices quoted by the Bidder.”	
ITB 2.17	The period for validation of Bid will be minimum 150-days after the date of bid opening. A bid valid for short period will be rejected as non-responsive.	
ITB 2.18	All bids must be accompanied by a Bid Security of not less than 02% of total bid price in the format of Bank Guarantee on Bid Security form provided or in the form of deposit at call or from a Scheduled Bank in Pakistan.	
ITB 2.19	A successful bidder must have to submit 10% bank guarantees/performance bond from AA rating insurance company on the Total Bid amount.	
ITB 2.20	A bank guarantee shall be on a non-judicial stamp paper of value Rs.500/-. The bid security shall be drawn in the favor of Project Director (GSC) QESCO, Quetta.	
ITB 2.21	A bid must be accompanied by an acceptable Bid Security that is unconditional, irrevocable and callable. If a bidder submits a bid security that has following discrepancies (to the extent mention against each), the purchaser shall request the bidder to submit a complaint bit security within fourteen (14) calendar days of receiving such request. Failure to provide a complaint compliant bit security within the prescribed period of receiving such a request shall cause the rejection of the bid. Any Bid accompanied by bid security with deviation greater than the extent mentioned below shall be rejected.	
	i)	Bid Security amount is short within 10% of Bid Security amount; and/or
	ii)	Bid validity security period is short by a maximum of two days.
	iii)	Any changes with respect to format/text which does not hurt the right of employer for encasement of the guarantee and does not limit the obligation of the bidder as required in the bidding document/bid security format. If the Bidder is found involved in corrupt and fraudulent practices.

ITB 2.22	No alternate Proposal is permitted.	
ITB 2.23	Pre-bid meeting will be held as per the following schedule:	
	Date:	27 th July 2021.
	Time:	1200 Hours
	Venue:	Office of the Project Director (GSC) QESCO, Bungalow No.03, Opposite Bazai Qilla Airport Road Quetta.
ITB 2.24	Each Bidder shall prepared by filling out the forms completely and without alternations one original set of Bid as described and clearly mark each “ORIGINAL”. In addition, the Bidder shall submit ONE (01) true copy of the Bid, clearly marked as “COPY NO.....”. In the event of any discrepancy between the original and the copies, the original shall prevail. The Bidder shall also submit an electronic copy of BOQ on Pen Drive in MS Office (Excel) format and shall enclose in the Price Bid Envelope.	
ITB 2.25	a)	<u>Employer’s address for the purpose of Bid submission:</u> PROJECT DIRECTOR (GSC) QESCO, BUNGALOW # 03, OPPOSITE BAZAI QILLA, AIRPORT ROAD QUETTA. Telephone: 081-2881092 Facsimile: 081-2307054 e-mail: pdgscqescoqta@gmail.com
	b)	The envelope containing the Bid shall bear a warning not to open before the time and date for opening of bid in accordance with IB 23.1.
ITB 2.26	a)	<u>Deadline for submission of Bid:</u>
		Date: 04.08.2021
		Time: 1200 hours.
	b)	“Bid submitted through fax or e-mail shall not be considered”.
	c)	The Employer shall open the Bids in public at the address, on the date, and time specified herein in the presence of Bidder’s designated representatives who choose to attend. The Bidders’ representatives who are present shall sign a register evidencing their attendance.
		Date: 04.08.2021
	Time: 1230 Hours	
	Venue: Office of the Project Director (GSC) QESCO, Bungalow No.03, Opposite Bazai Qilla Airport Road Quetta.	
ITB 2.27	The price bids will remain unopened and will be held in custody of the Employer until the time of opening of price Bids. The date, time and location of the opening of price Bid will be advised in writing by the Employer. If the price Bid is submitted unsealed or found unsealed inside the envelope of Technical Bid, the Employer shall reject the entire bid and record at the time of opening of the Technical Bids.	
ITB 2.28	The Employer will notify Bidders in writing who have been rejected on the grounds of being substantially nonresponsive to the requirements of the Bidding Documents.	

ITB 2.29	All envelop holding the Technical Bids, except the Bids rejected shall be opened one at a time and following read out and recorded.	
	i)	The Name of Bidder:
	ii)	Whether there is modification or substitution:
	iii)	The presence of a undertaking by the bidder in respect of submission of required Bid Security:
ITB 2.30	The Employer shall prepare record of opening technical Bids that shall include, as a minimum: the name of Bidder and whether there is with drawl, participation in which tranche and presence or absence of undertaking of Bid security. A copy of the record shall be distributed to all bidders.	
ITB 2.31	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.	
ITB 2.32	The Employer will notify Bidders in writing who have been rejected on the grounds of being substantially nonresponsive to the requirements of the Bidding Documents and return their Price Bids unopened.	
ITB 2.33	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.	
ITB 2.34	All envelopes containing Price Bids shall be opened one at a time and the following read out and recorded:	
	a)	the name of Bidder;
	b)	whether there is a modification or substitution;
	c)	the Bid Prices, including any discounts, cross discounts and alternative offers;
	d)	the presence of Bid Security; and
	e)	any other details as the Employer may consider appropriate. Only Price Bids, discounts, cross discounts and alternative offers (if Allowed) read out and recorded during the opening of Price Bids shall be considered for evaluation. Unless otherwise specified in the Bidding Data, the Form of Price Bid and Price Schedules are to be initialed by nominated representatives of the Employer attending the bid opening.

ITB 2.35	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 Work if applicable), any discounts, cross discounts, any alternative offers and presence of Bid Security. A copy of the record shall be distributed to all Bidders present at the time of Bid opening.																		
ITB 2.36	The Employer may, at his discretion, ask any Bidder for Confirmation / submission of missing information to clarify its Bid. However, the Employer does not have an obligation to request any additional information or clarification with respect to missing or deficient information in a Bid. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered.																		
ITB 2.37	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 may be rejected.																		
ITB 2.38	<p>The Employer reserves the right to reject any bid on the following accounts, apart from those mentioned in the Bidding Documents;</p> <table border="1" data-bbox="344 747 1518 1348"> <tr> <td data-bbox="344 747 425 785">i)</td> <td data-bbox="431 747 1518 785">Bid is not received by the due date and time specified.</td> </tr> <tr> <td data-bbox="344 793 425 831">ii)</td> <td data-bbox="431 793 1518 831">Cost of the Bidding document is not remitted.</td> </tr> <tr> <td data-bbox="344 835 425 898">iii)</td> <td data-bbox="431 835 1518 898">Bid is not accompanied by the Security as specified in the document; Bid Security is inadequate; is not in the specified format.</td> </tr> <tr> <td data-bbox="344 907 425 945">iv)</td> <td data-bbox="431 907 1518 945">Bid does not cover the complete scope of work.</td> </tr> <tr> <td data-bbox="344 953 425 1016">v)</td> <td data-bbox="431 953 1518 1016">Bid does not contain all required particulars as per Schedules & Forms prescribed in the Bidding Documents.</td> </tr> <tr> <td data-bbox="344 1024 425 1129">vi)</td> <td data-bbox="431 1024 1518 1129">Deviations, conditionality or reservations have been introduced to any part of the bidding documents which may not be acceptable to the Employer in its sole discretion.</td> </tr> <tr> <td data-bbox="344 1138 425 1201">vii)</td> <td data-bbox="431 1138 1518 1201">Bidder does not respond promptly and thoroughly to the request for supplementary information required for the evaluation of his Bid.</td> </tr> <tr> <td data-bbox="344 1209 425 1272">viii)</td> <td data-bbox="431 1209 1518 1272">Bid does not meet minimum acceptable standards of completeness, consistency and detail.</td> </tr> <tr> <td data-bbox="344 1281 425 1344">ix)</td> <td data-bbox="431 1281 1518 1344">Bid received from any Black listed Firm / Contractor.</td> </tr> </table> <p>If any time it is found that a material misrepresentation of facts is made or uncovered; the information submitted by the bidder concerning his qualification was false and materially inaccurate or incomplete. If the bidder is the Lead Member of a consortium, then the entire consortium may be disqualified/ rejected.</p>	i)	Bid is not received by the due date and time specified.	ii)	Cost of the Bidding document is not remitted.	iii)	Bid is not accompanied by the Security as specified in the document; Bid Security is inadequate; is not in the specified format.	iv)	Bid does not cover the complete scope of work.	v)	Bid does not contain all required particulars as per Schedules & Forms prescribed in the Bidding Documents.	vi)	Deviations, conditionality or reservations have been introduced to any part of the bidding documents which may not be acceptable to the Employer in its sole discretion.	vii)	Bidder does not respond promptly and thoroughly to the request for supplementary information required for the evaluation of his Bid.	viii)	Bid does not meet minimum acceptable standards of completeness, consistency and detail.	ix)	Bid received from any Black listed Firm / Contractor.
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viii)	Bid does not meet minimum acceptable standards of completeness, consistency and detail.																		
ix)	Bid received from any Black listed Firm / Contractor.																		
ITB 2.39	The bids will be evaluated and compared on Work basis.																		
ITB 2.40	The Bidder shall furnish unconditional Performance Security, equal to ten percent (10%) of the Contract Price in the form prescribed in the conditions of Contract.																		

FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF BID

POWER OF ATTORNEY

Know all men by these presents, we _____(name and address of the registered office of the Bidder) do hereby constitute, appoint and authorize Mr. / Ms. _____R/o _____ (name and address of residence) who is presently employed with us and holding the position of _____, as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to the bid of the (please state the name and address of the bidder) for Bidding:

Work - 1 : CONSTRUCTION OF TOWER FOUNDATIONS, ERECTION AND STRINGING AT 132 KV SDT SHARIG - MANGI DAM TRANSMISSION LINE SECTION - 1 (20.70 KM FROM SHARIG GRID STATION TOWARDS MANGI DAM).

(The “tender”), including signing and submission of all documents and providing information / responses to Quetta Electric Supply Company (QESCO), representing us in all matters in connection with our bid for the said tender.

We hereby agree to ratify all acts, deeds and things done by our said attorney pursuant to this Power of Attorney and agree that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us. For

(Signature)
(Name, Title, Email ID and Address)

Accepted
..... (Signature)

(Name, Title, Email ID and Address of the Attorney)

ACKNOWLEDGMENT

Before me, a Notary Public for and in the City of _____, this _____ of _____ 2021 personally came and appeared:

NAME IDENTIFICATION DOCUMENT

Known to me to be the same person/s who executed the foregoing Special Power of Attorney in favor of _____, and acknowledged to me the same is/are his/her/their free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the date and place above written.

NOTARY PUBLIC

A. FORM OF UNDERTAKING BY THE JOINT VENTURE PARTNERS

(On Company's Letter Head)

THIS JOINT DEED OF UNDERTAKING executed on this..... day of..... Two Thousand andby..... a company incorporated under the laws of and having its Registered Office at (Hereinafter called the "Party No.1" which expression shall include its successors, executors and permitted assigns) and M/s.....a company incorporated under the laws of..... and having its Registered Office at (hereinafter called the "Party No.2" which expression shall include its successors, executors and permitted assigns) and M/s..... a Company incorporated under the laws of and having its Registered Office at (Hereinafter called the "Party No.3" which expression shall include its successors, executors and permitted assigns) for the purpose of making a bid and entering into a contract [hereinafter called the "Contract" (in case of award)] against the Identification No..... for associated with of (Hereinafter called the "**Employer**").

WHEREAS the Party No.1, Party No.2 and Party No.3 have entered into an Agreement dated..... AND WHEREAS the Employer invited bids for the design, manufacture, Supply of Equipment Materials stipulated in the bidding documents under (Work #) associated with

AND WHEREAS Clause 2, Section-ITB and 'Qualification & Evaluation Requirement of the Bidder'(clause 13, 24 & 26 of ITB), and technical provisions forming part of the bidding documents, inter-alia, stipulates that an Undertaking of two or more qualified partners, meeting the requirements of 'Qualification & Evaluation Requirement of the Bidder', as applicable may bid, provided, the Joint Venture fulfills all other requirements under Clause 2, 13, 24 & 26 of ITB and in such a case, the Letter of Bids (Technical & Price Bid Form) shall be signed by the Partner – In Charge so as to legally bind all the Partners of the Joint Venture, who will be jointly and severally liable to perform the Contract and all obligations hereunder.

The above clause further states that this Undertaking shall be attached to the bid and the Contract performance guarantee will be as per the format enclosed with the bidding document without any restrictions or liability for either party.

AND WHEREAS the bid is being submitted to the Employer vide proposal No..... dated..... by Party No.1 based on this Undertaking between all the parties; under these presents and the bid in accordance with the requirements of Clause 2, 13, 24 & 26 (Section-ITB) has been signed by all the parties.

NOW THIS UNDERTAKING WITNESSETH AS UNDER:

In consideration of the above premises and agreements all the parties of this Deed of Undertaking do hereby declare and undertake:

In requirement of the award of the Contract by the Employer to the Joint Venture Partners, we, the Parties do hereby undertake that M/s the Party No.1, shall act as Lead Partner and further declare and confirm that we the parties to the Joint Venture shall jointly and severally be bound unto the Employer for the successful performance of the Contract and shall be fully responsible for the design, manufacture, Supply, and successful performance of the equipment in accordance with the Contract:

In case of any breach or default of the said Contract by any of the parties to the Joint Venture, the party(s) do hereby undertake to be fully responsible for the successful performance of the Contract and to carry out all the obligations and responsibilities under the Contract in accordance with the requirements of the Contract.

Further, if the Employer suffers any loss or damage on account of any breach in the Contract or any shortfall in the performance of the equipment in meeting the performances guaranteed as per the specification in terms of the Contract, the Party(s) of these presents undertake to promptly make good such loss or damages caused to the Employer, on its demand without any demur. It shall not be necessary or obligatory for the Employer to proceed against Lead Partner to these presents before proceeding against or dealing with the other Party(s), the Employer can proceed against any of the parties who shall be jointly and severally liable for the performance and all other liabilities/obligations under the Contract to the Employer.

The financial liability of the Parties of this Deed of Undertaking to the Employer, with respect to any of the claims arising out of the performance or non-performance of the obligations set forth in this Deed of Undertaking, read in conjunction with the relevant conditions of the Contract shall, however not be limited in any way so as to restrict or limit the liabilities or obligations of any of the Parties of this Deed of Undertaking.

It is expressly understood and agreed between the Parties to this Undertaking that the responsibilities and obligations of each of the Parties shall be as delineated in Annexure attached with this undertaking. It is further undertaken by the parties that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities of the Parties under the Contract.

It is also understood that this Undertaking is provided for the purposes of undertaking joint and several liabilities of the partners to the Joint Venture for submission of the bid and performance of the Contract if awarded and that this Undertaking shall not be deemed to give rise to any additional liabilities or obligations, in any manner or any law, on any of the Parties to this Undertaking or on the Joint Venture, other than the express provisions of the Contract.

This Undertaking shall be construed and interpreted in accordance with the provisions of the Contract. In case of an award of a Contract, we the parties to this Deed of Undertaking do hereby agree that we shall be jointly and severally responsible for furnishing a Contract performance security from a bank in favor of the Employer in the currency/currencies of the Contract.

It is further agreed that this Deed of Undertaking shall be irrevocable and shall form an integral part of the bid and shall continue to be enforceable till the Employer discharges the same or upon the completion of the Contract in accordance with its provisions, whichever is earlier. It shall be effective from the date first mentioned above for all purposes and intents.

IN WITNESS WHEREOF, the Parties to this Deed of Undertaking have through their authorized representatives executed these presents and affixed Common Seals of their companies, on they, month and year first mentioned above.

Common Seal of
has been affixed in my / our presence pursuant to
Board of Director's Resolution dated

For Lead Partner (Party No.1) for and on behalf of
M/s

Name:

Designation:

Signature:

Witness – I

Witness – II

Signature:

Signature:

Common Seal of
has been affixed in my / our presence pursuant to
Board of Director's Resolution dated

For Lead Partner (Party No.2) for and on behalf of
M/s

Name:

Designation:

Signature:

Witness – I

Witness – II

Signature:

Signature:

Common Seal of
has been affixed in my / our presence pursuant to
Board of Director's Resolution dated

For Lead Partner (Party No.3) for and on behalf of
M/s

Name:

Designation:

Signature:

Witness – I

Witness – II

Signature:

Signature:

Signature of Authorized Representative

.....

Witness – I:

Witness – II:

Notes:

1. *In the event that the successful Bidder is a joint venture formed of two or more companies, the Employer requires that the parties to the joint venture accept joint and several liabilities for all obligations under the Contract.*
2. *The maximum number of J.V. partners is three (3) for each Work.*

B. FORM OF LETTER OF INTENT BY JV PARTNERS TO ENTER INTO JV AGREEMENT

Having its Registered Office at..... (Hereinafter called the "Party No.1" which expression shall include its successors, executors and permitted assigns) and M/s.....a company incorporated under the laws of..... and having its Registered Office at..... (Hereinafter called the "Party No.2" which expression shall include its successors, executors and permitted assigns) and M/s a Company incorporated under the laws of and having its Registered Office at..... (hereinafter called the "Party No.3" which expression shall include its successors, executors and permitted assigns) for the purpose of making a bid and entering into a contract [hereinafter called the "Contract" {in case of award}] against the Specification No.....for associated with of (Hereinafter called the "**Employer**").

WHEREAS the Party No.1, Party No.2 and Party No.3 intend to enter into a Joint Venture Agreement AND WHEREAS the Employer invited bids as per the above mentioned Specification for the design, manufacture, Supply of Equipment Materials stipulated in the bidding documents under (Work #) associated with

AND WHEREAS Clause 2, Section-ITB and ‘Qualification & Evaluation Requirement of the Bidder’(clause 13, 24 & 26 of ITB), and technical provisions forming part of the bidding documents, inter-alia, stipulates that two or more qualified partners, meeting the requirements of Clause 2, Section -ITB and ‘Qualification & Evaluation Requirement of the Bidder’(clause 13, 24 & 26 of ITB), as applicable may bid, provided, they submit a Letter of Intent to enter into Joint Venture Agreement and the Joint Venture Partners fulfill all other requirements under Clause 2, Section-ITB and ‘Qualification & Evaluation Requirement of the Bidder’(clause 13, 24 & 26 of ITB), and technical provisions forming part of the bidding documents and in such a case, the Letter of Bid (Technical and Price Bid Form) shall be signed by all the proposed partners so as to legally bind all the Partners of the Joint Venture, who will be jointly and severally liable to perform the Contract by entering into Joint Venture Agreement as per proforma specified in this Section IV. Bidding Forms of the Bidding Documents which will be legally binding on all partners and all obligations hereunder. The above clause further states that this Letter of Intent shall be attached to the bid and the Contract performance guarantee will be as per the format enclosed with the bidding document without any restrictions or liability for either party.

AND WHEREAS the bid is being submitted to the Employer vide proposal No dated..... by Party No.1 based on this Letter of Intent between all the parties; under these presents and the bid in accordance with the requirements of Clause 4.1, Section-ITB and ‘Qualification Requirement of the Bidder’, Section-Evaluation and Qualification Criteria, has been signed by all the parties.

NOW THIS UNDERTAKING WITNESSETH AS UNDER:

In consideration of the above premises and agreements all the parties of this Letter of Intent do hereby declare and undertake:

1. In requirement of the award of the Contract by the Employer to the Joint Venture Partners, we, the Parties do hereby undertake that M/s..... the Party No.1, shall act as Lead Partner and further declare and confirm that we the parties to the Joint Venture shall jointly and severally be bound unto the Employer for the successful performance of the Contract and shall be fully responsible for the design, manufacture, Supply, and successful performance of the equipment in accordance with the

Contract for which we shall enter into Joint Venture Agreement as per proforma specified in this Section IV. Bidding Forms of the Bidding Documents which will be legally binding on all partners:

2. If the Contract is awarded to Joint Venture then in case of any breach or default of the said Contract by any of the parties to the Joint Venture, the party(s) will be fully responsible for the successful performance of the Contract and to carry out all the obligations and responsibilities under the Contract in accordance with the requirements of the Contract.
3. Further, if the Employer suffers any loss or damage on account of any breach in the Contract or any shortfall in the performance of the equipment in meeting the performances guaranteed as per the specification in terms of the Contract, the Party(s) of these presents will promptly make good such loss or damages caused to the Employer, on its demand without any demur. It shall not be necessary or obligatory for the Employer to proceed against Lead Partner to these presents before proceeding against or dealing with the other Party(s), the Employer can proceed against any of the parties who shall be jointly and severally liable for the performance and all other liabilities/obligations under the Contract to the Employer.
4. The financial liability of the Parties of the Deed of Undertaking to the Employer in the event of award of Contract on the Joint Venture, with respect to any of the claims arising out of the performance or non-performance of the obligations set forth in the Deed of Undertaking, read in conjunction with the relevant conditions of the Contract shall, however not be limited in any way so as to restrict or limit the liabilities or obligations of any of the Parties of the Deed of Undertaking.
5. It is expressly understood and agreed between the Parties to this Letter of Intent that the responsibilities and obligations of each of the Parties shall be as delineated in Annexure attached with this Letter of Intent. It is further undertaken by the parties that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities of the Parties under the Contract in the event of award on Joint Venture.
6. It is also understood that this Letter of Intent is provided for the purposes of undertaking joint and several liabilities of the partners to the Joint Venture for submission of the bid and performance of the Contract if awarded and that this Letter of Intent shall not be deemed to give rise to any additional liabilities or obligations, in any manner or any law, on any of the Parties to this Letter of Intent or on the Joint Venture, other than the express provisions of the Contract.
7. This Letter of Intent shall be construed and interpreted in accordance with the provisions of the Contract.
8. In case of an award of a Contract, we the parties to this Letter of Intent do hereby agree that we shall enter into Joint Venture Agreement as per proforma specified in this Section IV. Bidding Forms of the Bidding Documents which will be legally binding on all partners and we shall be jointly and severally responsible for furnishing a Contract performance security from a bank in favor of the Employer in the currency/currencies of the Contract.
9. It is further agreed that this Letter of Intent shall be irrevocable and shall form an integral part of the bid. It shall be effective from the date first mentioned above for all purposes and intents.

IN WITNESS WHEREOF, the Parties to this Letter of Intent have through their authorized representatives executed these presents and affixed Common Seals of their companies, on the day, month and year first mentioned above.

Common Seal of
has been affixed in my / our presence pursuant to
Board of Director's Resolution dated

For Lead Partner (Party No.1) for and on behalf of
M/s

Name:

Designation:

Signature:

Witness – I

Witness – II

Signature:

Signature:

Common Seal of
has been affixed in my / our presence pursuant to
Board of Director's Resolution dated

For Lead Partner (Party No.2) for and on behalf of
M/s

Name:

Designation:

Signature:

Witness – I

Witness – II

Signature:

Signature:

Common Seal of
has been affixed in my / our presence pursuant to
Board of Director's Resolution dated

For Lead Partner (Party No.3) for and on behalf of
M/s

Name:

Designation:

Signature:

Witness – I

Witness – II

Signature:

Signature:

Signature of Authorized Representative

.....

Witness – I:

Witness – II:

Notes:

1. *In the event that the successful Bidder is a joint venture formed of two or more companies, the Employer requires that the parties to the joint venture accept joint and several liabilities for all obligations under the Contract.*
2. *The maximum number of J.V. partners is three (3) for each Work.*

FORM OF TECHNICAL BID

Bid Reference No......

(Name of Contract / Works)

To:

Project Director (GSC) QESCO,
Bungalow No.03, Opposite Bazai Qilla, Airport Road Quetta.

We, the undersigned, declare that:

- A. We have examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Contract Data, Specifications, Drawings, if any, Schedule of Prices and Addenda Nos. _____ in accordance with Instructions to Bidders (IB) 9 for the execution of the above-named Works, we, the undersigned, being a company doing business under the name of and address _____ and being duly incorporated under the laws of Pakistan hereby offer to execute and complete such Works and remedy any defects therein in conformity with the said Documents including Addenda.
- B. Our Bid consisting of the Technical Bid and the Price 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;
- C. As security for due performance of the under takings and obligations of our bid, we submit here with a Bid security, in the amount specified in Bidding Data Sheet, which is valid (at least) 28 days beyond validity of Bid itself.
- D. We undertake, if our Bid is accepted, to commence the Works and to deliver and complete the Works comprised in the Contract within the time(s) stated in Contract Data.
- E. We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process, other than alternative offers submitted in accordance with IB16 (as applicable).
- F. We agree to permit Employer or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors. This permission is extended for verification of any information provided in our Technical Bid which comprises all documents enclosed herewith in accordance with IB.11.1 of the Bidding Data Sheet.

Name..... In the capacity of.....

Signed.....

Duly authorized to sign the Bid for and on behalf of

Date

Address.....

FORM OF PRICE BID

Bid Reference No.....

(Name of Contract / Works)

To:

Project Director (GSC) QESCO,
Bungalow No.03, Opposite Bazai Qilla, Airport Road Quetta.

We, the undersigned, declare that:

- A. We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (IB) 9;
- B. the total price of our Bid, excluding any discounts offered including Addenda thereto for the Total Bid Price of Rupees

For Work- Rs. _____ (Rupees _____)

Or such other sum as may be ascertained in accordance with the said Documents.
- C. The discounts offered and the methodology for their application is:
- D. 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;
- E. If our Bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;
- F. 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 and we do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other bidder for the Works.
- G. We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- H. We agree to permit Employer or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors. This permission is extended for verification of any information provided in our Technical Bid which comprises all documents enclosed herewith in accordance with IB.11.1 of the Bidding Data Sheet.
- I. If awarded the contract, the person named below shall act as Contractor's Representative.

J. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid for the Works.

Name..... In the capacity of.....

Signed.....

Duly authorized to sign the Bid for and on behalf of

Date

Address.....

Witness:

Name.....

Signed.....

Occupation.....

Date

Address.....

SPECIAL STIPULATIONS

Clause

Conditions of Contract

1.	Amount of Performance Security	10.1	10% of Contract Price stated in the Letter of Acceptance in form of Bank Guarantee / performance Bond from AA rating insurance Company.
2.	Time for Furnishing Works Program	14.1	Within 14 days from the date of receipt of Letter of Acceptance.
3.	Time for Commencement	41.1	Within 14 days from the date of receipt of Engineer's Notice to Commence which shall be issued within fourteen (14) days after signing of Contract Agreement.
4.	Time for Completion	43.1, 48.2	270 days from the date of receipt of Engineer's Notice to Commence.
5.	Amount of Liquidated Damages	47.1	0.05 % for each day of delay in completion of the Works subject to a maximum of 10% of Contract Price stated in the Letter of Acceptance.
6.	Defects Liability Period	49.1	365 days from the effective date of Taking Over Certificate
7.	Percentage of Retention Money	60.2	10 % of the amount of Interim Payment Certificate.
8.	Minimum amount of Interim Payment Certificates (Running Bills)	60.2	10% (at least) of Contract price.
9.	Mobilization Advance	60	10% of advance payment upon signing of contract agreement, furnishing of acceptable performance guarantee and advance payment guarantee (Bank Guarantee) will be given to the contractor on his written request. The advance payment guarantee will be for the full amount of advance & will remain in force until the advance payment is fully adjusted. Recovery of mobilization advance will be made by deduction 10% of contractor's invoice amount from each IPC on onwards till full adjustment of mobilization advance.
10	Escalation / Price Adjustment	70	No Escalation/Price adjustment will be given to the contractor in any circumstance for any labour, material or other matters.

BILL OF QUANTITIES

A. PREAMBLE GENERAL

1. The Schedule of Quantities shall be read in conjunction with the Conditions of Contract, Specifications and Drawings. The Schedules do not generally give a full description of the Services to be performed under each item. Bidders shall be deemed to have read the Technical Specifications and other sections of the Bidding Documents and reviewed the Drawings to ascertain the full scope of the requirements included in each item prior to filling in the rates and prices. The entered rates and prices shall be deemed to include for the full scope as aforesaid, including overheads and profit.
2. If bidders are unclear or uncertain as to the scope of any item, they shall seek clarification in accordance with IB 8 prior to submitting their bids.
3. The quantities given in the Schedule 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 executed and measured by the Contractor and verified by the Engineer and valued at the rates and prices entered in the priced Schedule of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix in accordance with provisions of the Contract.
4. The rates and prices entered in the priced Schedule of Quantities shall, except insofar as it is otherwise provided under the Contract include all costs of Contractor's plant, labor, supervision, materials, execution, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the Contract. Furthermore, all duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to deadline for submission of Bids, shall be included in the rates and prices and the total Bid Price submitted by the Bidder.
5. A rate or price shall be entered against each item in the priced Schedule of Quantities, whether quantities are stated or not. The cost of items against which the Contractor will have failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Schedule of Quantities.
6. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Schedule 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 the Works.
7. General directions and description of work and materials are not necessarily repeated nor summarized in the Schedule of Quantities. References to the relevant sections of the Bidding Documents shall be made before entering prices against each item in the priced Schedule of Quantities.
8. Provisional sums if included and so designated in the Schedule of Quantities shall be expended in whole or in part at the direction and discretion of the Engineer in accordance with Conditions of Contract.

9. Any arithmetic errors in computations or summations will be corrected by the Employer as follows: Where there is a discrepancy between the unit rate quoted in figures and in words, the unit rates in words will govern; and Where there is a discrepancy between the unit rate and the total amount derived from the multiplication of the unit rate and the quantity, the unit rate as quoted will govern.

Units & Abbreviations

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

The following abbreviations shall be used in the Price Schedules:

Abbreviation

Pakistani Rupees.	PKR
Number	No.
Kilometer	km
Kilogram	kg
Cubic meter	CUM
Provisional Sums	PS
Percent	%
Quantity	Qty

Pricing

11. Prices shall be filled in indelible ink, and any alterations necessary due to errors, etc., shall be initialed by the Bidder.
12. Bid prices shall be quoted in Pak Rupees only and shall be paid accordingly as specified in the Bidding Data of the Bidding Documents. For each item, the Bidders shall complete each appropriate column in the respective Schedules, giving the price breakdown as indicated in the Schedules. Prices given in the Schedules against each item shall be for the scope covered by that item as detailed in Specifications, Drawings or elsewhere in the Bidding Documents.

B. WORK ITEMS

1. The Bill of Quantities are attached.
2. Bidders shall price the Bill of Quantities in local currency only.

C. SPECIAL STIPULATIONS:

1. The work will be executed strictly in accordance with relevant drawings and specifications contained in the WAPDA Standard Specifications under the supervision of Employer representative.
2. Quantities of work can be increased/decreased as per site requirement with the approval of the Engineer.
3. Error and omissions in BOQ may be rectified at any stage during construction period by the Engineer.
5. No extra payment will be made on account of fluctuation in prices i.e. material, labor and lubricants etc.
5. Material used in the construction works should be as per WAPDA Standard Specifications.
6. All tests such as concrete cubes steel brick etc. will be carried at the expenses of the contractor.
7. The contractor has to make his arrangements of required specified water suitable for construction purpose.
8. All Federal and Provincial Government taxes are applicable that value of sales tax will be considered which will be applicable as per rules during Currency of the Contract.
9. Materials delivery at site is the responsibility of Contractor as per Notification action of Award.
10. The Healthiness of material must be checked at Ware house in the presence of Employer representative as well firm representative.
11. Contractor should submit the monthly work program.
12. Contractor will establish Laboratory at site for carrying out necessary tests like concrete cylinder test, Sieve analysis etc.
13. Contractor is fully responsible for security & safety of his personal/staff working at site/camp from execution of work till its completion and handing over to department. The expenses thus incurred for such security arrangement will be borne by Contractor/firm and no claim in this behalf will be entertained.

BILL OF QUANTITIES

Construction Of 132 KV SDT Transmission Line For Mangi Dam Form Existing 132 KV Grid Station Shahrigh (20.5 KM Lot-I)

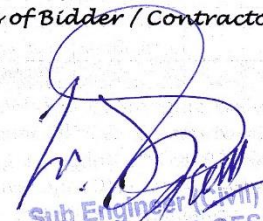
Each Tenderer must complete Columns 5 and 6 below. He shall enter in Column 5 his unit rates both in words and figures which shall be extended to show the total cost in Column 6 for each item of work. The grand total of Column 6 shall be the tender price and shall be entered in paragraph (1) of the tender. The tenderer shall also affix his signature and seal at the end of the Bill of Quantities.

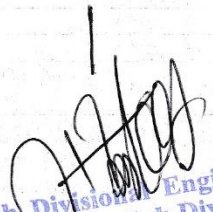
S.No.	Description	Unit	Qty	Rate (Rs.)	Amount (Rs.)
1	2	3	4	5	6
1	Plain concrete spread foundation in varied soil as well as hard rock including excavation, dewatering, shuttering, blasting, chiseling, stub setting, concreting, curing and back filling and preparation / cutting for making foundation platform including installation of grounding sets (Ratio - 1 : 1½ : 3) As per WAPDA specification.				
a)	Foundation type ZM - 1, Ø = 20 ^o Drawing No.PDW/TC-198	/Footing	184		
b)	Foundation type ZM - 30, Ø = 20 ^o Drawing No.PDW/TC-199	/Footing	92		
c)	Foundation type ZM - 60, Ø = 20 ^o Drawing No.PDW/TC-200	/Footing	28		
ERECTION					
2	Transportation of tower material from T&G ware house QESCO Quetta to site of work on each location of 132KV SDT Shahrigh - Mangi Dam transmission line and erection at site in all respect according to WAPDA Design & specification.				
a)	ZM - 1	/ No.	40		
b)	ZM 1 + 3 Mtr.	/ No.	4		
c)	ZM 1 + 6 Mtr.	/ No.	2		
d)	ZM - 30	/ No.	19		
f)	ZM - 30 + 3 Mtr.	/ No.	4		
g)	ZM - 60	/ No.	6		
i)	ZM - 60 + 3 Mtr.	/ No.	1		
3	Welding of tower nut & bolts upto 06 Mtr. height as per specification.	/ No.	30400		
STRINGING					
4	Transportation of stringing material from T&G warehouse QESCO, Quetta to site of work and stringing / sagging, fixing 03 Nos. ACSR Lynx conductor and 01 x shield wire with 09 mm strand including installation of insulators, assemblies, stock bridge dampers, jumpers etc as per WAPDA specification.	/ KM	20.5		
TOTAL (Rs.)					

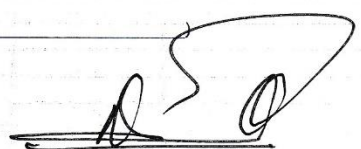
Note:- Rate should be quoted including BRA /FBR

Total Price Rs.(In Figures)
Rs. (In Words) (

Signature's of Bidder / Contractor


Sub Engineer (Civil)
TLC Division GSC QESCO
Quetta.


Sub Division Engineer
TL-I Const: Sub Division
GSC QESCO Quetta.


Executive Engineer (TLC)
Divn: (GSC) QESCO, Quetta

PROPOSED CONSTRUCTION SCHEDULE

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

<u>Description</u>	<u>Time for Completion</u>
Each Work	270 days after handing over material to the firm or as per instructions of engineer to commence the work. (Excluding Slack Season)

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-2. The data on their experience should be supplied using the Form below for each candidate.

A.	Title of:
	Position Name: (Project Manager)
	Experience (relating of specific work) 03 years required & (Total Experience) 07-years
B.	Title of:
	Position Name: (Electrical Engineer)
	Experience (relating of specific work) 03 years required & (Total Experience) 05-years
C.	Title of:
	Position Name: (Civil Engineer)
	Experience (relating of specific work) 02 years required & (Total Experience) 05-years.
D.	Title of:
	Position Name: (Surveyor)
	Experience (relating of specific work) 02 years required & (Total Experience) 05-years
E.	Title of:
	Position Name: (Skilled Labour)
	Experience (relating of specific work) 02 years required & (Total Experience) 03-years

Form PER-2: Resume of Proposed Personnel

Position*		
Personnel Information	Name	Date of Birth
	Professional Qualifications	
Present Employment	Name of Employer	
	Address of Employer	
	Telephone	Contact (Manager / Personnel / Office)
	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.

From*	To*	Company, Project, Position and Relevant Technical and Management Experience*

METHOD OF PERFORMING THE WORK

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

The Bidder shall also give details of the construction crews which he proposes to employ for each activity i.e., transportation of Plant and other materials from the Employer’s designated storage yard to the site, civil works, erection works and testing & commissioning to achieve the Completion Time as per the following format:

Activity	Duration	No. of Crews employed	Expected Progress per month per crew

Initials of Signatory to Bid_____

EQUIPMENT

Form EQ-1: List of Major Equipment & Related Items

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

Owned / Purchased or Leased	Description of Unit (Make & Model)	Capacity Rating	Condition	Present Location or Source	Date of Delivery at Site	Period of Work on Project
1	2	3	4	5	6	7
Owned						
To be Purchased						
To be arranged on Lease						

Initials of Signatory to Bid _____

CONSTRUCTION CAMP AND HOUSING FACILITIES

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

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

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

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

LIST OF SUBCONTRACTORS (NOR APPLICABLE)

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

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

Part of Works (Give Details)	Subcontractor (With Complete Address)
1.	2.
- NOT APPLICABLE -	

ESTIMATED PROGRESS PAYMENTS

Bidder's estimate of the value of work which would be executed by him during each of the periods stated below, based on his Program of Works and the Rates in the Schedule of Prices.

Period	Amount (Rs.)
1 st Month	
2 nd Month	
3 rd Month	
4 th Month	
5 th Month	
6 th Month	
7 th Month	
8 th Month	
9 th Month	
10 th Month	
Total Bid Price	

Initials of Signatory to Bid _____

ORGANIZATION CHART FOR THE SUPERVISORY STAFF & LABOUR

The Bidder shall provide Organization Chart for the Supervisory Staff and Labour hereunder which shall meet the requirements of each construction activity.

Sr. No.	Positions	Relevant Construction Experience

The Supervisory Staff shall be Graduated Engineers registered with Pakistan Engineering Council (PEC) or equivalent.

Initials of Signatory to Bid _____

ADDITIONAL BIDDING REQUIREMENTS CHECK LIST

Sr. No.	Name	Yes / No
1.	Total Bid Bond Amount is in the Form of CDR and is 02% of Including all taxes also PST.	
2.	Each and every page of the bid must be signed and stamp by the Contractor	
3.	Cutting over writing is avoided if done, properly signed and stamp by the bidder	
4.	Form of price bid must be properly filled and signed	
5.	One set original document as Technical Volume and One Set Original as Price Bid Volume and one copy of Each Volume signed and sealed Properly By the Bidder.	
6.	FBR Registration Certificate / ATL Certificate.	
7.	Affidavit of not black listed on non-judicial stamp paper of Rs.50.00	
8.	Last three years financial audited report from the Charter Accountant	
9.	Bank Statement of last 03-years	
10.	PEC Registration C-4 (with required codes) or higher	
11.	Work completion certificate / taking over certificate by the employer at least one project.	
12.	List of available equipment tools and plants	
13.	List of employee staff to be deputed on the project detail of qualification of experience.	
14.	Undertaking of submission of Bid Security as per Clause ITB-15	
15.	Letter of Technical Bid Submission on Letter Head of the Firm.	
16.	Letter of Technical Bid Submission on Letter Head of the Firm.	
17.	Integrity Pact on Non-Judicial Stamp papers	

BIDDER'S QUALIFICATION FORMS

QF – 1	General Information
QF – 2	Construction Experience
QF – 3	Current Contract Commitments
QF – 4	Financial Data
QF – 5	Annual Turnover Data
QF – 6	Financial Resources
QF – 7	Bank Certificates
QF – 8	Pending Litigations

Note:-

1. These Forms shall be filled up and furnished by the Bidder and its Joint Venture Partner(s), if any.
2. If necessary, additional sheets may be added to the forms. Each page of each form should be clearly marked in the right top corner as follows: Form QF-1, Page-1; Form QF-1, Page-2, etc.
3. Some forms will require attachments. Such attachments should be clearly marked as follows: Attachment 1 to Form QF-1, Attachment 2 to Form QF-1 etc.

Form QF-1: General Information

Bidder and its Joint Venture Partner(s) and/or Subcontractors are requested to complete the information in this form. Nationally information of Bidders should also be provided.

1.	Name of Bidder	
2.	Head office Address	
3.	Local office Address (if any)	
4.	Telephone	Contract
5.	Facsimile	e-mail
6.	Place of Incorporating / Registration	Year of Incorporation / Registration
7.	Main Lines of Business	
	1.	Since:
	2.	Since:
	3.	Since:
	4.	Since:

Note:

Copies of following credentials shall be attached:

- a. Copy of incorporation/registration certificate
- b. Organization chart
- c. PEC Registration Certificate in the appropriate category

Signature and Seal of Bidder:

Place:

Date:

Form QF-2: Construction Experience

Note: To be filled in accordance with criteria described in clause IB3.1 (b) Section-II of the bidding documents.

(For a Period of Last 05-Years)

Name of the Project:

Order Placed by (full address of)	Order No. & Date	Description of Works	Value of Order	Date of Completion as per Contract	Date of Actual Completion	Has the Project been running satisfactorily

Signature and Seal of Bidder:

Place:

Date:

Form QF-3: Current Contract Commitments

Bidders 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.

S.No.	Particulars of works executed	Contract No. & Date	Name of Contract Placing Authority	Ordered Value (Rs.)	Value of Balance Work
1	2	3	4	5	6
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					

Signature and Seal of Bidder:

Place:

Date:

Form QF-4: Financial Data

Financial Data for Previous 03-years			
Particular			
Total Assets			
Total Liabilities			
Net Worth			
Current Assets			
Current Liabilities			
Information from Income Statement			
Total Revenues			
Profits Before Taxes			
Profits After Taxes			
Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last three years, as indicated above, complying with the following conditions.			
All such documents reflect the financial situation of the Bidder 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 (statements for partial periods shall be accepted).			

Signature and Seal of Bidder:

Place:

Date:

Form QF-5: Annual Turnover Data

Name of Bidder / Joint Venture Partner	Annual Turnover data for the following last three fiscal years	Year	Amount Currency	Exchange Rent	Equivalent Amount (in the currency of Bid)
Average Annual Turnover					

Bidder and its Joint Venture Partner(s) are requested to complete the information in this form separately. The information supplied should be the annual turnover of the bidder, in terms of the amounts billed to clients for each year of work in progress or completed. In case of joint venture, a copy of the Joint Venture Agreement must be attached. The partial statement shall be accepted to calculate the Turnover.

Use a separate sheet for Bidder and its Joint Venture Partner(s).

Signature and Seal of Bidder:

Place:

Date:

Form QF-6: Financial Resources

Specify proposed sources of financing, such as liquid assets, lines of credit, and other financial means, available to meet the total construction cash flow demands of the subject contract.

FINANCIAL RESOURCES:		
Sr. No.	Source of Financing	Amount (Rs.)
1.		
2.		
3.		
4.		
5.		

Signature and Seal of Bidder:

Place:

Date:

Form QF-7: Bank Certificate

This is to certify that M/s is a reputed company with a good financial standing.

If the contract for the work, namely is awarded to the above firm, we shall be able to provide overdraft / credit facilities to the extent of Rs..... to meet their working capital requirements for executing the above contract.

This is to certify that M/s who has formed a JV with M/s and M/s for participating in this bid, is a reputed company with good financial standing.

If the contract for the work, namely is awarded to the above Joint Venture, we shall be able to provide overdraft / credit facilities to the extent of Rs..... to meet their working capital requirements for executing the above contract.

[This should be given by each of the JV members in portion to their financial participation]

Note: Certificate should be on the Letter Head of the Bank.*

Signature of Senior Bank Manager:.....
Name of the Senior Bank Manager:.....
Address of the Bank:.....
Stamp:.....

Form QF-8: Pending Litigation

Each bidder or member of a JV must fill in this form.

Pending Litigations:					
Year	Name of Other Party(s)	Matter of Dispute	Litigation where (Court / Arbitration)	Amount Involved	Value of Pending Claim as a %age of net worth

Signature and Seal of Bidder:

Place:

Date:

UNDERTAKING OF BID SECURITY SUBMISSION.

(To be submitted on a Non-Judicial Stamp Paper)

We (name of Bidder) undertake that Bid Security in accordance with Clause IB-15 of the Bidding Document is enclosed with our Price Bid Envelope.

Signature and Seal of Bidder:

Place:

Date:

Integrity Pact

TENDER NO. PD (GSC) QESCO – 01 (2021 – 2022)

Work – 1 : CONSTRUCTION OF TOWER FOUNDATIONS, ERECTION AND STRINGING AT 132 KV SDT SHARIG - MANGI DAM TRANSMISSION LINE SECTION - 1 (20.70 KM FROM SHARIG GRID STATION TOWARDS MANGI DAM).

M/s _____ is hereby declares that it has not obtained or included the construction work titled project 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 Government of Pakistan (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing, **M/s _____** 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 of 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 obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever from Government of Pakistan, except that which has been expressly declared pursuant hereto.

If the Contractor or any of his Subcontractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Appendix-L to his Bid, then the Employer shall be entitled to:

- (a) recover from the Contractor an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Contractor or any of his Subcontractors, agents or servants;
- (b) terminate the Contract; and
- (c) recover from the Contractor any loss or damage to the Employer as a result of such termination or of any other corrupt business practices of the Contractor or any of his Subcontractors, agents or servants.

M/s _____ 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 Government of Pakistan and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

M/s _____ 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 Government of Pakistan (GoP) under any law, contract or other instrument, be voidable at the option of Government of Pakistan.

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

Signature _____

Name _____

Firm M/s _____

Bill of Quantities (BOQ)

Section – IV

Part – I General Conditions of Contract

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PART-II: PARTICULAR CONDITIONS OF CONTRACT
(Mandatory Provisions not to be Amended / Substituted except as instructed by PEC)

1.1. Definitions

- (a) (i) The Employer is QUETTA ELECTRIC SUPPLY COMPANY LIMITED.
Project Director (GSC) QESCO, Bungalow No.03, Opposite Bazai Qilla Airport Road Quetta.
Tele: 081-2881092, Facsimile: 081-2307054, e-mail: pdgscqescoqta@gmail.com
- (a) (ii) The Engineer is: The Employer's Consultant / Representative appointed by the QESCO or Any person appointed by the Employer to act as Engineer., and notified to the Contractor, to act in replacement of the Engineer. Provided always that except in cases of professional misconduct, the outgoing Engineers is to formulate his certifications/recommendations in relation to all outstanding matters, disputes and claims relating to the execution of the Works during his tenure.
- (a) (iii) "Bidder or Tenderer" means any person or persons, company, corporation, firm or joint venture submitting a Bid or Tender.
- (b) (i) The word "Tender" is synonymous with "Bid" and the word "Tender Documents" with "Bidding Documents".
- (b) (ii) "Programme" means the programme to be submitted by the Contractor in accordance with Sub-Clause 14.1 and any approved revisions thereto.
- (c) (i) "Contract Price" means the sum stated in the Letter of Acceptance as payable to the Contractor for the execution and completion of the Works subject to such additions thereto or deductions therefrom as may be made and remedying of any defects therein in accordance with the provisions of the Contract.

2.1 Engineer's Duties and Authority

With reference to Sub-Clause 2.1(b), the following provisions shall also apply;

The Engineer shall obtain the specific approval of the Employer before carrying out his duties in accordance with the following Clauses:

- (i) Consenting to the sub-letting of any part of the Works under Sub-Clause 4.1 "Subcontracting".
- (ii) Certifying additional cost determined under Sub-Clause 12.2 "Not Foreseeable Physical Obstructions or Conditions".
- (iii) Any action under Clause 10 "Performance Security" and Clauses 21, 23, 24 & 25 "Insurance" of sorts.
- (iv) Any action under Clause 40 "Suspension".

- (v) Any action under Clause 44 “Extension of Time for Completion”.
- (vi) Any action under Clause 47 “Liquidated Damages for Delay” or Payment of Bonus for Early Completion of Works (PCC Sub-Clause 47.3).
- (vii) Issuance of “Taking over Certificate” under Clause 48.
- (viii) Issuing a Variation Order under Clause 51, except:
 - (a) in an emergency* situation, as stated here below, or
 - (b) if such variation would increase the Contract Price by less than the amount stated in the Appendix-A to Bid.
- (ix) Fixing rates or prices under Clause 52.
- (x) Extra payment as a result of Contractor’s claims under Clause 53.
- (xi) Release of Retention Money to the Contractor under Sub-Clause 60.3 “Payment of Retention Money”.
- (xii) Issuance of “Final Payment Certificate” under Sub-Clause 60.8.
- (xiii) Issuance of “Defect Liability Certificate” under Sub-Clause 62.1.
- (xiv) Any change in the ratios of Contract currency proportions and payments thereof under Clause 72 “Currency and Rate of Exchange”.

* (If in the opinion of the Engineer an emergency occurs affecting the safety of life or of the Works or of adjoining property, the Engineer may, without relieving the Contractor of any of his duties and responsibilities under the Contract, instruct the Contractor to execute all such work or to do all such things as may, in the opinion of the Engineer, be necessary to abate or reduce the risk. The Contractor shall forthwith comply with any such instruction of the Engineer. The Engineer shall determine an addition to the Contract Price, in respect of such instruction, in accordance with Clause 52 and shall notify the Contractor accordingly, with a copy to the Employer.)

2.2 Engineer’s Representative

The Employer has appointed the Consultant for Construction Supervision.

2.3 Engineer’s Authority to Delegate

The NTDC Design (Civil) and NTDC Design (Substation) shall act as representative of Engineer for providing in house Engineering Services including not limiting to the following:

- (a) Preparing of civil works drawings / design.
- (b) Interpretation of the bidding documents.
- (c) Site visits for attending any technical problem if necessary.
- (d) Resolution of disputes.

- (e) Review and Approval of technical matters which will be over and above the Site works or otherwise respective Executive Engineer (Civil) (GSC) QESCO will be authorized to grant approvals.

2.7 Engineer Not Liable

Approval, reviews and inspection by the Engineer of any part of the Works does not relieve the Contractor from his sole responsibility and liability for the supply of materials, plant and equipment for construction of the Works and their parts in accordance with the Contract and neither the Engineer's authority to act nor any decision made by him in good faith as provided for under the Contract whether to exercise or not to exercise such authority shall give rise to any duty or responsibility of the Engineer to the Contractor, any Subcontractor, any of their representatives or employees or any other person performing any portion of the Works.

2.8 Replacement of the Engineer

“If the Employer intends to replace the Engineer, the Employer shall, not less than 14-days before the intended date of replacement, give notice to the Contractor, of the name, address and relevant experience of the intended replacement Engineer. The Employer shall not replace the Engineer with a person against whom the Contractor raises reasonable objection by notice to the Employer, with supporting particulars.”

5.1 Language(s) and Law

- (a) The Contract Documents, shall be drawn up in the **English** Language.
- (b) The Contract shall be subject to the Laws of Islamic Republic of Pakistan.

5.2 Priority of Contract Documents

The documents listed at (1) to (6) of the Sub-Clause are deleted and substituted with the following:

- (i) The Contract Agreement (if completed);
- (ii) The Letter of Acceptance;
- (iii) The completed Form of Bid;
- (iv) Special Stipulations
- (v) The Particular Conditions of Contract – Part II;
- (vi) The General Conditions – Part I;
- (vii) The priced Bill of Quantities (Appendix-B to Bid);
- (viii) The completed Appendices to Bid
- (ix) The Drawings;
- (x) The Specifications; and
- (xi) _____ (any other).

In case of discrepancies between drawings, those of larger scale shall govern unless they are superseded by a drawing of later date regardless of scale. All Drawings and Specifications shall be interpreted in conformity with the Contract and these Conditions. Addendum, if any, shall be deemed to have been incorporated at the appropriate places in the documents forming the Contract.

6.6 Shop Drawings

The Contractor shall submit to the Engineer for review 3 copies of all shop and erection drawings applicable to this Contract as per provision of relevant Sub-Clause of the Contract.

Review and approval by the Engineer shall not be construed as a complete check but will indicate only that the general method of construction and detailing is satisfactory and that the Engineer's review or approval shall not relieve the Contractor of any of his responsibilities under the Contract.

6.7 As Built Drawings

At the completion of the Works under the Contract, the Contractor shall furnish to the Engineer 6 copies and one reproducible of all drawings amended to conform to the Works as built. The price of such Drawings shall be deemed to be included in the Contract Price.

10.1 Performance Security

The Contractor shall provide Performance Security to the Employer in the prescribed form. The said Security shall be furnished or caused to be furnished by the Contractor within 14 days after the receipt of the Letter of Acceptance. The Performance Security shall be of an amount equal to 10% of the Contract Price stated in the Letter of Acceptance. Such Security shall, at the option of the bidder, be in the form of either bank guarantee from any Scheduled Bank in Pakistan/Performance Bond from AA rating Insurance Company. The cost of complying with requirements of this Sub-Clause shall be borne by the Contractor.

10.4 Performance Security Binding on Variations and Changes

The Performance Security shall be binding irrespective of changes in the quantities or variations in the Works or extensions in Time for Completion of the Works which are granted or agreed upon under the provisions of the Contract.

11.1 Inspection of Site

The Employer shall have made available to the Contractor, before the submission by the Contractor of the Tender, such data on hydrological and sub-surface conditions as have been obtained by or on behalf of the Employer from investigations undertaken relevant to the Works but the Contractor shall be responsible for his own interpretation thereof.

The Contractor shall be deemed to have inspected and examined the Site and its surroundings and information available in connection therewith and to have satisfied himself (so far as is practicable, having regard to considerations of cost and time) before submitting his Tender, as to:

- (a) the form and nature thereof, including the sub-surface conditions,
- (b) the hydrological and climatic conditions,

- (c) the extent and nature of work and materials necessary for the execution and completion of the Works and the remedying of any defects therein, and
- (d) the means of access to the Site and the accommodation he may require, and, in general, shall be deemed to have obtained all necessary information, subject as above mentioned, as to risks, contingencies and all other circumstances which may influence or affect his Tender.

The Contractor shall be deemed to have based his Tender on the data made available by the Employer and on his own inspection and examination, all as aforementioned.

14.1 Programme to be submitted

The programme shall be submitted within 14-days from the date of receipt of Letter of Acceptance, which shall be in the form of:

- (i) a Bar Chart identifying the critical activities.

14.2 Cash Flow Estimate to be submitted

The detailed Cash Flow Estimate shall be submitted within 21 days from the date of receipt of Letter of Acceptance.

14.5 Detailed Programme and Monthly Progress Report

- (a) For purposes of Sub-Clause 14.1, the Contractor shall submit to the Engineer detailed programme for the following:

- Details of Technical & Non-Technical Staff;
- Execution of Works;
- Labour Employment;
- Local Material Procurement;
- Material Imports, if any; and
- Other details as required by the Engineer.

- (b) During the period of the Contract, the Contractor shall submit to the Engineer not Later than the 8-day of the following month, 10 copies each of Monthly Progress Reports covering:

- (i) A Construction Schedule indicating the monthly progress in percentage;
- (ii) Description of all work carried out since the last report;
- (iii) Description of the work planned for the next 56 days sufficiently detailed to enable the Engineer to determine his programme of inspection and testing;
- (iv) Monthly summary of daily job record;
- (v) Photographs to illustrate progress; and
- (vi) Information about problems and difficulties encountered, if any, and proposals to overcome the same.

- (c) During the period of the Contract, the Contractor shall keep a daily record of the work progress, which shall be made available to the Engineer as and when requested. The daily record shall include particulars of weather conditions, number of men working, deliveries of materials, quantity, location and assignment of Contractor's equipment.

15.2 Language Ability of Contractor's Representative

The Contractor's authorized representative shall be fluent in the English language. Alternately an interpreter with ability of English language shall be provided by the Contractor on full time basis.

15.3 Contractor's Representative

The Contractor's authorized representative and his other professional engineers working at Site shall register themselves with the Pakistan Engineering Council. The Contractor's authorized representative at Site shall be authorized to exercise adequate administrative and financial powers on behalf of the Contractor so as to achieve completion of the Works as per the Contract. The bidder is required to provide the Name, address and contact No. of his representative.

Name of contractor's Representative _____

Designation _____

Contact No. _____

Address: _____

16.3 Language Ability of Superintending Staff of Contractor

A reasonable proportion of the Contractor's superintending staff shall have a working knowledge of the English language. If the Contractor's superintending staff are not fluent in English language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Engineer.

16.4 Employment of Local Personnel

The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labour from sources within Pakistan.

19.3 Safety Precautions

In order to provide for the safety, health and welfare of persons, and for prevention of damage of any kind, all operations for the purposes of or in connection with the Contract shall be carried out in compliance with the Safety Requirements of the Government of Pakistan with such modifications thereto as the Engineer may authorise or direct and the Contractor shall take or cause to be taken such further measures and comply with such further requirements as the Engineer may determine to be reasonably necessary for such purpose.

The Contractor shall make, maintain and submit reports to the Engineer concerning safety, health and welfare of persons and damage to property, as the Engineer may from time to time prescribe.

19.4 Lighting Work at Night

In the event of work being carried out at night, the Contractor shall at his own cost, provide and maintain such good and sufficient light as will enable the work to proceed satisfactorily and without danger. The approaches to the Site and the Works where the night-work is being carried out shall be sufficiently lighted. All arrangement adopted for such lighting shall be to the satisfaction of the Engineer's Representative.

20.4 Employer's Risks

The Employer's risks are:

- (a) insofar as they directly affect the execution of the Works in Pakistan:
 - (i) war and hostilities (whether war be declared or not), invasion, act of foreign enemies,
 - (ii) rebellion, revolution, insurrection, or military or usurped power, or civil war,
 - (iii) ionizing radiations, or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof,
 - (iv) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
 - (v) riot, commotion or disorder, unless solely restricted to the employees of the Contractor or of his Subcontractors and arising from the conduct of the Works;
- (b) loss or damage due to the use or occupation by the Employer of any Section or part of the Permanent Works, except as may be provided for in the Contract;
- (c) loss or damage to the extent that it is due to the design of the Works, other than any part of the design provided by the Contractor or for which the Contractor is responsible; and
- (d) any operation of the forces of nature (insofar as it occurs on the Site) which an experienced contractor:
 - (i) could not have reasonably foreseen, or

- (ii) could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures:
 - (a) prevent loss or damage to physical property from occurring by taking appropriate measures, or
 - (b) insure against.

21.1 Insurance of Works and Contractor's Equipment

The Contractor shall, without limiting his or the Employer's obligations and responsibilities under Clause 20, insure:

- (a) the Works, together with materials and Plant for incorporation therein, to the full replacement cost (the term "cost" in this context shall include profit),
- (b) an additional sum of 15 per cent of such replacement cost to cover any additional costs of and incidental to the rectification of loss or damage including professional fees and the cost of demolishing and removing any part of the Works and of removing debris of whatsoever nature, and
- (c) the Contractor's Equipment and other things brought onto the Site by the Contractor, for a sum sufficient to provide for their replacement at the Site.

21.4 Exclusions

There shall be no obligation for the insurances in Sub-Clause 21.1 to include loss or damage caused by the risks listed under Sub-Clause 20.4 paras (a) (i) to (iv).

25.5 Insurance Company

The Contractor shall be obliged to place all insurances relating to the Contract (including, but not limited to, the insurances referred to in Clauses 21, 23 and 24) with either National Insurance Company of Pakistan or any other insurance company operating in Pakistan and acceptable to the Employer.

Costs of such insurances shall be borne by the Contractor.

31.3 Co-operation with other Contractors

During the execution of the Works, the Contractor shall co-operate fully with other contractors working for the Employer at and in the vicinity of the Site and also shall provide adequate precautionary facilities not to make himself a nuisance to local residents and other contractors.

34.2 Rates of Wages and Conditions of Labour

The Contractor shall pay rates of wages and observe conditions of labour not less favorable than those established for the trade or industry where the work is carried out. In the absence of any rates of wages or conditions of labour so established, the Contractor shall pay rates of wages and observe conditions of labour which are not less favorable than the general level of

wages and conditions observed by other employers whose general circumstances in the trade or in industry in which the Contractor is engaged are similar.

34.3 Employment of Persons in the Services of Others

The Contractor shall not recruit his staff and labour from amongst the persons in the services of the Employer or the Engineer; except with the prior written consent of the Employer or the Engineer, as the case may be.

34.4 Housing for Labour

Save insofar as the Contract otherwise provides, the Contractor shall provide and maintain such housing accommodation and amenities as he may consider necessary for all his supervisory staff and labour, employed for the purposes of or in connection with the Contract including all fencing, electricity supply, sanitation, cookhouses, fire prevention, water supply and other requirements in connection with such housing accommodation or amenities. On completion of the Contract, these facilities shall be handed over to the Employer or if the Employer so desires, the temporary camps or housing provided by the Contractor shall be removed and the Site reinstated to its original condition, all to the approval of the Engineer.

34.5 Health and Safety

Due precautions shall be taken by the Contractor, and at his own cost, to ensure the safety of his staff and labour at all times throughout the period of the Contract. The Contractor shall further ensure that suitable arrangements are made for the prevention of epidemics and for all necessary welfare and hygiene requirements.

34.6 Epidemics

In the event of any outbreak of illness of an epidemic nature, the Contractor shall comply with and carry out such regulations, orders and requirements as may be made by the Government, or the local medical or sanitary authorities, for purpose of dealing with and overcoming the same.

34.7 Supply of Water

The Contractor shall, so far as is reasonably practicable, having regard to local conditions, provide on the Site, to the satisfaction of the Engineer or his representative, adequate supply of drinking and other water for the use of his staff and labour.

34.8 Alcoholic Liquor or Drugs

The Contractor shall not, otherwise than in accordance with the Statutes, Ordinances and Government Regulations or Orders for the time being in force, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or suffer any such importation, sale, gift, barter or disposal by his Subcontractors, agents, staff or labour.

34.9 Arms and Ammunition

The Contractor shall not give, or otherwise dispose of to any person or persons, any arms or ammunition of any kind or permit or suffer the same as aforesaid.

34.10 Festivals and Religious Customs

The Contractor shall in all dealings with his staff and labour have due regard to all recognized festivals, days of rest and religious and other customs.

34.11 Disorderly Conduct

The Contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst staff and labour and for the preservation of peace and protection of persons and property in the neighborhood of the Works against the same.

34.12 Compliance by Subcontractors

The Contractor shall be responsible for compliance by his Subcontractors of the provisions of this Clause.

35.2 Records of Safety and Health

The Contractor shall maintain such records and make such reports concerning safety, health and welfare of persons and damage to property as the Engineer may from time to time prescribe.

35.3 Reporting of Accidents

The Contractor shall report to the Engineer details of any accident as soon as possible after its occurrence. In the case of any fatality or serious accident, the Contractor shall, in addition, notify the Engineer immediately by the quickest available means.

35.6 Use of Pakistani Material and Services

The Contractor shall, so far as may be consistent with the Contract, make the maximum use of materials, supplies, plant and equipment indigenous to or produced or fabricated in Pakistan and services, available in Pakistan provided such materials, supplies, plant, equipment and services shall be of required standard.

41.1 Commencement of Works

The Contractor shall commence the Works on Site within the period named in Appendix-A to Bid from the date of receipt by him from the Engineer of a written Notice to Commence. Thereafter, the Contractor shall proceed with the Works with due expedition and without delay.

48.2 Taking Over of Sections or Parts

For the purposes of para (a) of this Sub-Clause, separate Times for Completion shall be provided in the Appendix-A to Bid “Special Stipulations”.

51.2 Instructions for Variations

At the end of the first sentence, after the word “Engineer”, the words “in writing” are added.

53.4 Failure to Comply

This Sub-clause is deleted in its entirety.

54.5 Conditions of Hire of Contractor’s Equipment

The Contractor shall, upon request by the Engineer at any time in relation to any item of hired Contractor’s Equipment, forthwith notify the Engineer in writing the name and address of the Owner of the equipment and shall certify that the agreement for the hire thereof contains a provision in accordance with the requirements set forth above.

55.1 Quantities

The quantities set out in the Bill of Quantities are the estimated quantities for the Works, and they are not to be taken as the actual and correct quantities of the Works to be executed by the Contractor in fulfillment of his obligations under the Contract.

56.1 Works to be measured

The Engineer shall, except as otherwise stated, ascertain and determine by measurement the value of the Works in accordance with the Contract and the Contractor shall be paid that value in accordance with Clause 60. The Engineer shall, when he requires any part of the Works to be measured, give reasonable notice to the Contractor's authorized agent, who shall:

- (a) forthwith attend or send a qualified representative to assist the Engineer in making such measurement, and
- (b) supply all particulars required by the Engineer.

Should the Contractor not attend, or neglect or omit to send such representative, then the measurement made by the Engineer or approved by him shall be taken to be the correct measurement of such part of the Works. For the purpose of measuring such Permanent Works as are to be measured by records and drawings, the Engineer shall prepare records and drawings as the work proceeds and the Contractor, as and when called upon to do so in writing, shall, within 14 days, attend to examine and agree such records and drawings with the Engineer and shall sign the same when so agreed. If the Contractor does not attend to examine and agree such records and drawings, they shall be taken to be correct. If, after examination of such records and drawings, the Contractor does not agree the same or does not sign the same as agreed, they shall nevertheless be taken to be correct, unless the Contractor, within 14 days of

such examination, lodges with the Engineer notice of the respects in which such records and drawings are claimed by him to be incorrect. On receipt of such notice, the Engineer shall review the records and drawings and either confirm or vary them.

60.1 Monthly Statements

In the first line after the word “shall”, the following is added:

“on the basis of the joint measurement of work done under Clause 56.1,”

In Para (c) the words “the Appendix to Tender” are deleted and substituted with the words “Sub-Clause 60.11 (a) (6) hereof”. (In case Clause 60.11 is applicable).

60.10 Time for Payment

The amount due to the Contractor under any Interim Payment Certificate issued by the Engineer pursuant to this Clause, or to any other terms of the Contract, shall, subject to Clause 47, be paid by the Employer to the Contractor within 30 days after such Interim Payment Certificate has been jointly verified by Employer and Contractor.

63.1 Default of Contractor

Add para (f) and (g) at the end as follows:

(f) If the work is observed to be behind the clause 14.1 programmed, to which consent has been given by the Engineer, in fourth consecutive intervals. (g) If the contractor fails to mobilize at the site in accordance with the Programme of Works.

Provided further that in addition to the action taken by the Employer against the Contractor under this Clause, the Employer may also refer the case of default of the Contractor to Pakistan Engineering Council for punitive action under the Construction and Operation of Engineering Works Bye-Laws 1987, as amended from time to time.

65.2 Special Risks

The Special Risks are the risks defined under Sub-clause 20.4 sub paragraphs (a) (i) to (a) (v).

67.3 Arbitration

In the sixth to eight lines, the words “shall be finally settled appointed under such Rules” are deleted and substituted with the following:

Shall be finally settled under the provisions of the Arbitration Act, 1940 as amended or any statutory modification or re-enactment thereof for the time being in force.

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

68.1 Notice to Contractor

For the purposes of this Sub-Clause, the Contractor shall, immediately after receipt of Letter of Acceptance, intimate in writing to the Employer and the Engineer by registered post, the address of his principal place of business or any change in such address during the period of the Contract.

68.2 Notice to Employer and Engineer

For the purposes of this Sub-Clause, the respective address are:

(a) The Employer:

**Project Director (GSC) QESCO, Bungalow No.03, Opposite Bazai Qilla Airport Road Quetta.
Tele: 081-2881092, Facsimile: 081-2307054, e-mail: pdgscqescoqta@gmail.com**

(b) The Engineer:

Employer's Consultant / Representative appointed by QESCO or any other person appointed by the Employer.

70. Escalation / Price Adjustment

The Contract Price shall not be subject to any adjustment in respect of rise or fall in the labour, material or any other matters affecting the cost of execution of the Contract.

73.1 Payment of Taxes

The Contractor, Subcontractors and their employees shall be responsible for payment of all their income tax, super tax and other taxes on income arising out of the Contract and the rates and prices stated in the Contract shall be deemed to cover all such taxes.

73.2 Customs Duty & Taxes

(Employer may incorporate provisions where applicable).

74.1 Integrity Pact

If the Contractor or any of his Subcontractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Appendix-L to his Bid, then the Employer shall be entitled to:

- (a) recover from the Contractor an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Contractor or any of his Subcontractors, agents or servants;
- (b) terminate the Contract; and

- (c) recover from the Contractor any loss or damage to the Employer as a result of such termination or of any other corrupt business practices of the Contractor or any of his Subcontractors, agents or servants.

The termination under Sub-Para (b) of this Sub-Clause shall proceed in the manner prescribed under Sub-Clauses 63.1 to 63.4 and the payment under Sub-Clause 63.3 shall be made after having deducted the amounts due to the Employer under Sub-Para (a) and (c) of this Sub-Clause.

75.1 Termination of Contract for Employer's Convenience

The Employer shall be entitled to terminate the Contract at any time for the Employer's convenience after giving 56-days prior notice to the Contractor, with a copy to the Engineer. In the event of such termination, the Contractor:

- (a) shall proceed as provided in Sub-Clause 65.7 hereof; and
- (b) shall be paid by the Employer as provided in Sub-Clause 65.8 hereof.

76.1 Liability of Contractor

The Contractor or his Subcontractors or assigns shall follow strictly, all relevant labour laws including the Workmen's Compensation Act and the Employer shall be fully indemnified for all claims, damages etc. arising out of any dispute between the Contractor, his Subcontractors or assigns and the labour employed by them.

77.1 Joint and Several Liability

If the Contractor is a joint venture of two or more persons, all such persons shall be jointly and severally bound to the Employer for the fulfilment of the terms of the Contract and shall designate one of such persons to act as leader with authority to bind the joint venture. The composition or the constitution of the joint venture shall not be altered without the prior consent of the Employer.

78.1 Details to be Confidential

The Contractor shall treat the details of the Contract as private and confidential, save in so far as may be necessary for the purposes thereof, and shall not publish or disclose the same or any particulars thereof in any trade or technical paper or elsewhere without the prior consent in writing of the Employer or the Engineer. If any dispute arises as to the necessity of any publication or disclosure for the purpose of the Contract, the same shall be referred to the decision of the Engineer whose award shall be final.

79.0 Office Building for Consultant & Client Representative

The Contractor will Construct/Provide, Furnished & maintain an office building as per provided outline drawings for Consultant and Client for project duration (Extended), at appropriate location earmarked by the client/consultant with in/outside the project premises without any additional cost impact.

Section–V

STANDARD FORMS

BID SECURITY (Bank Guarantee)

Security Executed on _____ (Date)

Name of Surety (Bank) with Address: _____
(Scheduled Bank in Pakistan)

Name of Principal (Bidder) with Address _____

Penal Sum of Security Rs. _____ (Rupees _____)

Bid Reference No. _____ KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal (Bidder) we, the Surety above named, are held and firmly bound unto _____ (hereinafter called the 'Employer') in the sum stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Bidder has submitted the accompanying Bid dated _____ for Bid No. _____ for _____ (Particulars of Bid) to the said Employer; and

WHEREAS, the Employer has required as a condition for considering said Bid that the Bidder furnishes a Bid Security in the above said sum from a Scheduled Bank in Pakistan or from a foreign bank duly counter-guaranteed by a Scheduled Bank in Pakistan, to the Employer, conditioned as under:

That the Bid Security shall remain in force up to and including the date 28 days after the deadline for validity of bids as stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Surety is hereby waived;

That the Bid Security of unsuccessful Bidders will be returned by the Employer after expiry of its validity or upon signing of the Contract Agreement; and

That in the event of failure of the successful Bidder to execute the proposed Contract Agreement for such work and furnish the required Performance Security, the entire said sum be paid immediately to the said Employer pursuant to Clause 15.6 of the Instruction to Bidders for the successful Bidder's failure to perform.

NOW THEREFORE, if the successful Bidder shall, within the period specified therefor, on the prescribed form presented to him for signature enter into a formal Contract with the said Employer in accordance with his Bid as accepted and furnish within twenty eight (28) days of his being requested to do so, a Performance Security with good and sufficient surety, as may be required, upon the form prescribed by the said Employer for the faithful performance and proper fulfilment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified for its validity then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

PROVIDED THAT the Surety shall forthwith pay the Employer the said sum upon first written demand of the Employer (without cavil or argument) and without requiring the Employer to prove or to show grounds or reasons for such demand, notice of which shall be sent by the Employer by registered post duly addressed to the Surety at its address given above.

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

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

SURETY (Bank)

Signature

Name

Title

Corporate Guarantor (Seal)

Corporate Secretary (Seal)

Name, Title & Address

WITNESS:

1. _____

2. _____

FORM OF PERFORMANCE SECURITY

(Bank Guarantee)

Guarantee No. _____

Executed on _____ Expiry Date: _____

_____ [Letter by the Guarantor to the Employer]

Name of Guarantor (Bank) with Address: _____
(Schedule Bank in Islamic Republic of Pakistan)

Name of Principal (Contractor) with Address: _____

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

Letter of Acceptance No. _____ Date _____

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

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has accepted the Employer's above said Letter of Acceptance for _____ (Name of Contract) for the _____ (Name of Project).

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the Employer, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Clause 49, Defects Liability, of Conditions of Contract are fulfilled.

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

We, _____ (the Guarantor), waiving all objections and defenses under the Contract, do hereby irrevocably and independently guarantee to pay to the Employer without delay upon the Employer's first written demand without cavil or arguments and without requiring the Employer to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the Employer's written declaration that the Principal has refused or failed to perform the obligations under the

Contract which payment will be effected by the Guarantor to Employer's designated Bank & Account Number.

PROVIDED ALSO THAT the Employer shall be the sole and final judge for deciding whether the Principal (Contractor) has duly performed his obligations under the Contract or has defaulted in fulfilling said obligations and the Guarantor shall pay without objection any sum or sums up to the amount stated above upon first written demand from the Employer forthwith and without any reference to the Principal or any other person.

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

GUARANTOR (Bank)

Signature

Name

Title

Corporate Guarantor (Seal)

Corporate Secretary (Seal)

Name, Title & Address

WITNESS:

1. _____

2. _____

FORM OF CONTRACT AGREEMENT

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

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

NOW this Agreement witnessed as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents after incorporating addenda, if any, except those parts relating to Instructions to Bidders shall be deemed to form and be read and construed as part of this Agreement, viz:
 - (a) The Contract Agreement;
 - (b) The Letter of Acceptance;
 - (c) The completed Form of Bid;
 - (d) Special Stipulations;
 - (e) The Particular Conditions of Contract;
 - (f) The General Conditions;
 - (g) The priced Bill of Quantities;
 - (h) The completed Appendices to Bid;
 - (i) The Drawings;
 - (j) The Specifications.
 - (k) _____ (any other)
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy defects therein in conformity and in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Signature of the Contractor

(Seal)

Signature of the Employer

(Seal)

Signed, Sealed and Delivered in the presence of:
Witness: _____

Witness: _____

Form of Advance Payment Security

..... *Bank's Name, and Address of Issuing Branch or Office*

Beneficiary: *Name and Address of Employer*

Date:

Advance Payment 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, an advance payment in the sum (*the Guarantor shall insert an amount representing the amount of the advance payment denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Employer.*). (*amount in words*.) is to be made against an advance payment guarantee.

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**. (*amount in words*.) 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 under the Contract because the Contractor used the advance payment for purposes other than the costs of mobilization in respect of the Works.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Contractor on its account number *Contractor's account number*. at *name and address of the Bank*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as indicated in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that eighty (80) percent of the Contract Price has been certified for payment, or on the . . . day of (*insert the expected expiration date of the Time for Completion. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Employer's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee"*)., whichever is earlier. Consequently, any demand for payment under this guarantee 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.

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

Section–VI

EMPLOYER’S REQUIREMENT

1. Work Prior to Provision of Drawings by QESCO

Any work done prior to the supply of detailed work drawings by the contractor and approval of the same by Engineer/Employer, shall be at the Contractor's risk. The Employer shall have the right to request additional details and to require the Contractor to make any change in the design, which are necessary to conform to the provisions and intent of these Specifications and such changes shall be made without additional cost to QESCO. The supply of drawings by the Employer shall not be construed as a complete check but will indicate only that the general method of construction and detailing is satisfactory. These drawings shall not be held to relieve the Contractor of the obligations to meet all the requirements of these Specifications or of the responsibility for the correctness of the drawings or for correct fit of assembled Goods furnished by QESCO.

2. Ownership of Drawings and Data etc.

All the drawings, details, bill of materials/works and any other information or documents furnished by the Contractor shall become the property of QESCO and shall be non-returnable. QESCO will have the right to use this property.

Section–VII

SPECIFICATIONS & CONSTRUCTION DRAWINGS

Specifications

The Contractor will perform all the scope of works in accordance with the WAPDA / NTDC / QESCO relevant technical specifications.

APPENDIX

GUIDELINES FOR EVALUATION OF PERFORMANCE OF CONTRACTOR'S

1. 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.
2. Though the performance evaluation of any person is an on-going process, which takes place throughout the duration of the contract and also during the Defect Liability / Warranty Period, nevertheless, a person's Performance Evaluation Report may be prepared for the consumption and benefit of the procuring agency or for any other purpose at the completion of the project, as the case may be.
3. The performance evaluation report shall be prepared for all contracts of more than Rs. 100 million. When based on the Evaluation Report, the performance of a person is non-satisfactory, the procuring agency may initiate the case for blacklisting of the person in accordance with the terms of this SOP. For the avoidance of doubt, consistent failure to provide satisfactory performance shall also include performances in a single or multiple contracts executed or being executed by the same person, as the case may be.
4. 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 initiate proceedings under this SOP and/or avail any other remedy provided under the law which may *interalia* include: termination of the contract, recovery of losses, debarring the person from participation in future tenders. The procuring agency shall be the sole judge to determine the projects of vital or critical importance.
5. In case of ordinary delay in performance in 2 consecutive contracts within a period of 3 years, the procuring agency shall have the right to initiate proceedings under this SOP and/or avail any other remedy provided under the law which may *interalia* include: termination of the contract, recovery of losses, debarring the person from participation in future tenders.
6. The proceedings under this SOP shall not prejudice any other rights and/or remedies available to the procuring agency under the contract documents and/or any other law in force.
