

Standard Bidding Document

(T#104/2026) Hiring of Services (Electrical & Civil) through Rate Contract
(Closed Framework Agreement) for the execution of work
“Underground/Overhead Electrification of new, existing HT/LT system
under the jurisdiction of (C) Divn. Mianwali
(Non-Consultancy Services)

National

Single Stage-Two Envelope



October 10, 2026

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PROCUREMENT NOTICE

PROCUREMENT OF NON-CONSULTANCY SERVICES

1. The **Project Director Construction Fesco (Faisalabad Electric Supply Company (FESCO))** has reserved Funds for the procurement planned for FY **2026-27**. The **Project Director Construction Fesco (Faisalabad Electric Supply Company (FESCO))** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the “**(T#104/2026) Hiring of Services (Electrical & Civil) through Rate Contract (Closed Framework Agreement) for the execution of work “Underground/Overhead Electrification of new, existing HT/LT system under the jurisdiction of (C) Divn. Mianwali”** with the reference of “**P154017**”
2. The **Project Director Construction Fesco (Faisalabad Electric Supply Company (FESCO))** invites Bids through **EPADS v2.0** from eligible Bidders registered on **EPADS v2.0** for provision of Non-Consultancy Services.
3. **Single Stage-Two Envelope** Procedure of Principal Method of Procurement (i.e. Open Competitive Bidding) will be used by adopting **Quality and Cost Based Selection (QCBS)** Technique for the subject procurement, in line with the Public Procurement Rules, 2026 and any Regulations, and Instructions issued by the Authority (from time to time).
4. All Bids must be accompanied by a Bid Security described in Bid Security Section in Bidding Document in the form of **Pay Order, Banker's Cheque, Call at Deposit, Demand Draft** or Bid Securing Declaration on the prescribed format described.
5. E-Bidding documents, containing detailed terms & conditions, specifications and requirements etc. are available on **e-Pak Acquisition and Disposal System (EPADS)** at **<https://epads.gov.pk/opportunities/federal/procurements/154017>**.
6. The e-bids, prepared in accordance with the instructions in the e-Bidding documents, must be submitted through **EPADS v2.0** on or before **Monday,**

October 26, 2026 12:15 PM. E-bids will be opened on the same day at **Monday, October 26, 2026 12:45 PM.** Manual submission of Bids shall not be entertained. Those vendors who have not yet registered on the new version of **EPADS v2.0**, may register themselves on <https://vendors.epads.gov.pk/>. A tutorial to explain the registration process is available at <https://www.youtube.com/watch?v=MNW6T38v7tc>

In terms of Rules 65 of Public Procurement Rules, 2026 Grievance Redressal Committee (GRC) is notified for the subject procurement and notification copy is available on the procuring agency's website and also available on **EPADS v2.0** as well as Authority's website at (www.ppra.gov.pk).

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Instructions to Bidders

A. Introduction

1. Scope of Bids

1.1. The Procuring Agency (PA), as indicated in the **Bids Data Sheet (BDS)** invites Bids through **EPADS v2.0** for the provision of Non-Consultancy Services as specified in the BDS and **in Section Evaluation Criteria, Specifications & Schedule of Requirements**. The name, identification, and number of items/deliverables are provided in the **BDS**. **Single Stage-Two Envelope** procedure of the open competitive method shall be used. The successful Bidders will be expected to provide the services within the specified period and timeline(s) as stated in the **BDS**.

2. Source of Funds

2.1. Source of funds is referred in Clause-1 of Procurement Notice.

3. Fraud & Corruption

3.1. As defined under Rule 2(1)(x) of Public Procurement Rules, 2026.

4. Eligible Bidders

4.1. A bidder shall be eligible to participate in a procurement process, if it—

4.1.1. possesses the technical competence, financial resources, equipment and other physical facilities, personnel, managerial capability, experience and past performance necessary to complete the procurement contract,

4.1.2. has the legal capacity to enter into a procurement contract;

4.1.3. has not been declared bankrupt or, in the case of company or firm, insolvent or being wound up and its activities or affairs are suspended by a Competent Authority or by the Court of law;

4.1.4. is not under any legal proceedings which may result in bankruptcy or any other situation entailing the total or partial loss of the right to administer and dispose of the property;

4.1.5. has not been convicted by a final judgment of a Court of Law,

4.1.6. is not blacklisted by the procuring agency or cross-debarred by the Authority at the time of the submission of bid;

4.1.7. is not blacklisted or debarred at the time of the submission of bid by an international financial institution, international organizations, or other multilateral development Bank for the period defined by them; and

4.1.8. is not convicted in the case of a company, its owners and beneficial owners, directors or officers of a criminal offence related to-

4.1.8.1. its professional conduct; or

4.1.8.2. a prohibited practice within the period specified in the tender documents and has not, or in the case of a company, its owners and beneficial owners, directors or officers have not, been debarred from a procurement process in Pakistan.

4.2. Except as permitted under the Ordinance, rules and regulations, the procuring agency shall not establish a criterion for eligibility of a bidder that-

4.2.1. discriminates against or among a bidder or against categories of bidders; or

4.2.2. is not required for the performance of the procurement contract; or

4.2.3. is not related to the avoidance of management of legal, reputational or economic risk to the procuring agency unless it is in the national interest to do so, and the criteria is set out in the bidding documents.

5. Qualification of the Bidder

5.1. All Bidders shall provide Bid Forms, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

B. Bidding Documents

6. Contents of Standard Bidding Document

6.1. The Services required, bidding procedure, and terms and conditions of the contract are prescribed in the bidding document. In addition to the Invitation for Bids, the bidding document which should be read in conjunction with any addendum issued in accordance with **ITB 6.1** include:

Section I -Invitation to Bid

Section II Instructions to Bidders (ITB)

Section III Bid Data Sheet (BDS)

Section IV Evaluation Criteria, Specifications, Schedule of Requirements, and Technical Specifications.

Section V Fraud & Corruption

Section VI General Conditions of Contract (GCC)

Section VII Special Conditions of Contract (SCC)

Section VIII Contract Forms

6.2. The Bidder is expected to examine all instructions, requirements, forms, terms and specifications in the bidding documents. Failure to furnish all the information required in the bidding document will be at the Service provider's risk and may result in the rejection of his bids.

7. Clarifications

7.1. Clarifications of the bidding documents may be requested in writing through EPADS v2.0 by any bidder up to three days prior to the deadline for the submission of bids.

The procuring agency shall respond promptly and in writing to any request by a bidder for clarification of the bidding documents and, in any event, no

later than two days prior to the deadline for the submission of bids or proposals.

Responses to requests for clarification shall be communicated simultaneously and in writing to all bidders participating in the procurement proceedings.

No bidder shall be allowed to alter or modify his bid after the bids have been opened however, the procuring agency may seek and accept clarification to the bid that do not change the substance of the bid, through EPADS v2.0.

7.2. Procuring Agency's response will be uploaded on the EPADS v2.0, including a description of the inquiry.

7.3. Should the Procuring Agency deem it necessary to amend the bidding document as a result of a clarification, it shall do so following the procedure under **ITB 8** .

7.4. If indicated **in the BDS**, the bidder's designated representative is invited at the bidder's cost to attend a pre-bid meeting at the place, date and time mentioned **in the BDS**. During this pre-bid meeting, prospective bidder(s) may request clarification(s) regarding the schedule of requirements, the Evaluation Criteria or any other aspects of the bidding document.

7.5. Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by bidders, and the responses given, together with any responses prepared after the meeting will be uploaded on EPADS v2.0. Any modification to the bidding document that may become necessary as a result of the pre-bid meeting shall be made by the Procuring Agency exclusively through the use of an Addendum pursuant to **ITB 8** .

7.6. To assist in the examination, evaluation and comparison of Bids of the Bidders, the Procuring Agency may, ask any Bidder for a clarification of its bid including breakdown of prices, through EPADS v2.0. Any clarification submitted by a bidder that is not in response to a request by the Procuring Agency shall not be considered.

No change in the prices or substance of the bid shall be sought, offered, or

permitted.

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

- 7.6.1. evaluation & qualification criteria;
- 7.6.2. required scope of work or specifications;
- 7.6.3. all securities requirements;
- 7.6.4. tax requirements;
- 7.6.5. terms and conditions of bidding documents; and
- 7.6.6. change in the ranking of the bidders.

From the time of bid(s) opening to the time of contract award, if any bidder wishes to contact the procuring agency on any matter related to the bid, it should do so in writing or through electronic form that provides record of the content of communication.

8. Amendment of Bidding documents

8.1. Before the deadline for submission of bids, the procuring agency for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder or pre-bid meeting may modify the bidding documents by issuing addendum.

8.2. Any addendum issued including the notice of any extension of the deadline shall be part of the bidding document pursuant to **ITB 8 .1** shall be uploaded on EPADS v2.0 as well as Authority's website. The procuring agency shall promptly publish the addendum at the procuring agency's website indicated in the **BDS**:

Provided that the bidder who had either already submitted his bid, shall have the right to withdraw his already submitted bid and submit the revised bid, prior to the original or extended bid submission deadline.

8.3. To give prospective bidders reasonable time in which to take an addendum/corrigendum into account in preparing their bids, the Procuring

Agency may, at its discretion, extend the deadline for the submission of bids after record reason in writing:

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

C. Preparation of Bids

9. Documents Constituting the Bids

9.1. The bids prepared by the bidders shall constitute the following components: -

9.1.1. Forms of bid and Bid Prices completed in accordance with ITB 10 and 11;

9.1.2. Documentary evidence established in accordance with ITB 8 that services to be provided by the bidder are eligible services, and conform to the bidding documents;

9.1.3. Documentary evidence established in accordance with ITB 9 that the bidder is eligible and/or qualified for the subject bidding process;

9.1.4. Documentary evidence established in accordance with ITB 9.3 that the bidder has been authorized to provide the services;

9.1.5. Bid security or Bids Securing Declaration furnished in accordance with ITB 14; and

9.1.6. Any other document required in the BDS.

10. Documents Establishing Eligibility of the Services and Conformity to bidding documents

10.1. To establish the conformity of the Non-Consulting Services to the Bidding document, the bidder shall furnish as part of its bid the documentary evidence that services provided conform to the requirements.

10.2. Standards for the provision of the Non-Consulting Services are intended to be descriptive only and not restrictive.

11. Documents Establishing Eligibility and Qualification of the Bidder

11.1. Pursuant to ITB 8, the bidder shall furnish, as part of its bid, all those documents establishing the bidder's eligibility to participate in the bidding process and/or its qualification to perform the contract if its bid is accepted.

11.2. The documentary evidence of the bidder's eligibility to bids shall establish to the satisfaction of the procuring agency that the bidder, at the time of submission of its bid, is from an eligible country.

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

11.3.1. the bidder has the financial, technical, provisions of services and supply/production capability necessary to perform the Contract, meets the qualification criteria specified in BDS.

11.3.2. that the bidder meets the qualification criteria listed in the Bids Data Sheet.

12. Form of Bid

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

13. Bids Prices

13.1. The Bids Prices quoted by the bidder in the Forms of Bid and in the price schedule shall conform to the requirements specified or exclusively mentioned hereafter in the bidding document.

13.2. All items in the Schedule of Requirements must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced and neither explicitly mentioned, their prices shall be construed

to be included in the prices of other items.

13.3. The Bid price to be quoted in the Forms of Bid in accordance with ITB 10 shall be the total price of the bid, excluding any discounts offered.

13.4. The bidder shall indicate on the appropriate Price Schedule, the unit prices (where applicable) and total bid price of the services, it proposes to provide under the contract.

13.5. Prices quoted by the bidder shall be fixed during the currency of the contract and not subject to variation on any account. A bid submitted with an adjustable price will be treated as non-responsive and shall be rejected pursuant to ITB 28, unless otherwise price adjustment is permissible under Conditions of the Contract.

14. Price Adjustment

14.1. Price adjustment shall not be applicable on the contract with less than 12 months period.

14.2. Procuring agency may increase the remuneration of the human resources involved in non-consultancy services upto maximum 15% on annual basis.

14.3. Procuring agency shall incorporate the provisions to allow wage rate in compliance with Federal Government's minimum wage notification, subject to the condition that clause 11.2 shall not be applicable in that case.

15. Bids Currencies

15.1. Prices shall be quoted in Pakistani Rupees unless otherwise specified in the BDS.

16. Bid Validity Period

16.1. Bid(s) shall remain valid for the period specified in the BDS after the bid submission deadline prescribed by the Procuring Agency. A Bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive.

17. Bid Security or Bid Securing Declaration

17.1. Unless otherwise specified in the BDS, the bidder shall furnish as part of its bid, in the amount and currency specified in the BDS or Bid Securing Declaration on the format provided in Form 9 The scanned copy of the Bids Security shall be uploaded in the EPADS v2.0 while submitting bid, whereas the original forms of Bid Security shall be submitted to the procuring agency before the bid submission deadline. The bidder who failed to submit the original bid security before the submission deadline shall be disqualified straightaway.

17.2. The Bid Security or Bid Securing Declaration is required to protect the Procuring Agency against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB 14.5

17.3. The Bid Security shall be payable promptly upon written demand by the Procuring Agency in case any of the conditions listed in 14.5 are invoked.

17.4. Unsuccessful Bidders' Bid Security will be discharged or returned as promptly as possible after the award of contract, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Procuring Agency pursuant to ITB 13. The Procuring Agency shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, whichever of the following that occurs earliest:

17.4.1. the expiry of the Bid Security;

17.4.2. the entry into force of a procurement contract and the provision of a Performance Guarantee, for the performance of the contract if such a guarantee, is required by the bidding document;

17.4.3. the rejection by the Procuring Agency of all Bids;

17.4.4. the withdrawal of the Bid prior to the deadline for the submission of bids, unless the bidding document stipulate that no such withdrawal is permitted.

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

17.5.1. if a bidder:

17.5.1.1. withdraws its bid during the period of bid validity as specified by the Procuring Agency, and referred by the bidder in the Forms of Bid, except as provided for in the ITBs; or

17.5.1.2. does not accept the correction of errors pursuant to ITB 23; or

17.5.2. in the case of a successful bidder fails:

17.5.2.1. **to sign the contract in accordance with ITB 32; or**

17.5.2.2. **to furnish Performance Guarantee in accordance with ITB 33.**

17.6. The bid security shall be valid for a period specified in BDS. Bids with shorter bid security validity period shall be rejected straight away.

18. Alternative Bids by Bidders

18.1. Alternatives will not be considered, unless specifically allowed for in the BDS.

18.2. When alternative times for completion are explicitly invited, a statement to that effect will be included in the BDS and the method of evaluating different time schedules will be described in Section V, Evaluation and Qualification Criteria.

19. Withdrawal, Substitution, and Modification of Bids

19.1. Before Bids submission deadline, any bidder may withdraw, substitute, or modify his bid after it has been submitted.

20. Format and Signing of Bids

20.1. The bidder shall prepare and submit his bid with due diligence after carefully reading all the terms and conditions before submission through EPADS v2.0.

D. Submission of Bids

21. Submission of Bids through EPADS v2.0 before Dead deadline

21.1. The Technical and Financial Bids as the case may be, shall be submitted in the due portion of the EPADS v2.0, before bid submission deadline. The bid submission option shall be automatically disabled once the deadline is over.

21.2. The Procuring Agency may, under exceptional circumstances and at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB 8. In such a case, all rights and obligations of the Procuring Agency and the Bidders that were previously subject to the original deadline shall thereafter be subject to the revised deadline.

E. Opening and Evaluation of Bids

22. Opening & Evaluation of Bids by the Procurement Cell

22.1. As per Rule 10 of Public Procurement Rules, 2026 (PA to establish a Procurement Cell which shall carryout procurements a per Rule 10 of Public Procurement Rules, 2026)

23. Opening & Evaluation of Bids by the Bid Evaluation Committee

23.1. As per Rule 11 of Public Procurement Rules, 2026 (PA to constitute odd number Bid Evaluation Committee for the purpose of bid opening and evaluation of all procurements with an estimated value up to two billion rupees)

24. Third Party Validation

24.1. **In compliance with Rule 12** of Public Procurement Rules, 2026, the third-party validation committee or firm shall validate all procurements above five hundred million and up to two 2 billion rupees. The third-party validation shall be conducted at specifications, bidding documents preparation, technical (if any) & final evaluation stages.

25. External Bid Evaluation Committee

25.1. **As per Rule 13 of Public Procurement Rules, 2026**, procurements with an estimated value above two billion rupees shall be opened and evaluated by the Procuring Agency's notified External Bid Evaluation Committee.

26. Opening of Bids

26.1. The Procuring Agency will open all bids through EPADS, in the presence of bidders' or their representatives who choose to attend, and other parties with a legitimate interest in the bid proceedings at the place, on the date and at the time, specified in the **BDS**. The Bidders' representatives present shall sign attendance sheet as proof of their attendance.

26.2. The bids shall be opened one at a time, and the following read out and recorded: (a) the name of the bidder; (b) the presence of a bid security, if required; and (c) any other details as the procuring agency may consider appropriate.

26.3. No bid will be rejected at the time of bid opening except for bids whose bid security has not been provided to the procuring agency before submission deadline.

26.4. The procuring agency shall prepare minutes of the bid opening. The record of the bid opening shall include, as a minimum: the name of the bidder and the bid price, if applicable.

27. Confidentiality

27.1. Information relating to the examination, clarification, evaluation and comparison of bids and recommendation of contract award shall not be disclosed to bidders or any other person(s) not officially concerned with such process, until the time of the announcement of the respective evaluation report.

27.2. Any effort by a bidder to influence the procuring agency processing of bids or award decision may result in the rejection of his bid.

28. Preliminary Examination of Bids

28.1. Prior to the detailed evaluation of bids, the procuring agency will determine whether each bid:

28.1.1. meets the eligibility criteria defined in **ITB 3**;

28.1.2. has been prepared as per the format and contents defined by the procuring agency in the bidding document;

28.1.3. is accompanied by the required securities; and

28.1.4. is substantially responsive to the requirements of the bidding document.

28.2. The procuring agency will confirm that the documents and information specified under **ITB 7,8 and 9** have been provided in the bids. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Bidders, the bid shall be rejected.

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

29. Examination of Terms and Conditions, Technical Evaluation

29.1. The procuring agency shall evaluate the technical aspects of the bids submitted in accordance with **ITB 21**, to confirm that all requirements specified in **Section V - Evaluation Criteria, Technical Specifications and Schedule of Requirements**, prescribed in the bidding document have

been met without material deviation or reservation.

29.2. If after the examination of the terms and conditions and the technical evaluation, the procuring agency determines that the bid is not substantially responsive in accordance with **ITB 21**, it shall reject the bids.

30. **Correction of Errors**

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

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

30.1.2. if there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and

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

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

30.2. The amount stated in the bid will be adjusted by the procuring agency in accordance with the above procedure for the correction of errors and, with the concurrence of the bidder that shall be considered as binding upon the bidder. If the Bidder does not accept the corrected amount, his bid will then be rejected, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed in accordance with **ITB 14**.

31. **Conversion to Single Currency**

31.1. As per Rule 42(2) of Public Procurement Rules, 2026.

32. Evaluation of Bids

32.1. The procuring agency shall evaluate bids in accordance with Rule 42 of Public Procurement Rules, 2026 and compare only those bids determined to be substantially responsive, pursuant to **ITB 21**.

32.2. In evaluating the Technical Bids of each Bidder, the Procuring Agency shall apply the evaluation criteria and methodologies specified in the **Bid Data Sheet (BDS)** and in accordance with the Statement of Requirements and Technical Specifications. No other evaluation criteria or methodologies shall be permitted.

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

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

32.4.1. the bid price, excluding provisional sums and the provision, if any, for contingencies in the summary bill of quantities, but including day work items, where priced competitively;

32.4.2. price adjustment for correction of arithmetic errors in accordance with **ITB 30**;

32.5. converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with **ITB 31**;

32.6. 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.

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

33. Determination of Most Advantageous Bids

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

34. Abnormally Low Financial Bids

34.1. Subject to sub-rule (2), a procuring agency may, in the procurement of goods, works and services, reject a bid if it has determined that the price, in combination with other constituent elements of the bid, is abnormally low in relation to the subject matter of the procurement such that it raises material concerns on the part of the procuring agency as to the ability of the bidder to perform the procurement contract satisfactorily for the offered price.

34.2. A procuring agency shall not reject a bid as abnormally low under sub-rule (1) unless the procuring agency—

34.2.1. requested through EPADS from the bidder a written clarification of bid, including a detailed price analysis of its bid price in relation to the subject matter of the procurement contract, scope, methodology, schedule, allocation of risks and responsibilities and any other requirements of the bidding documents; and

34.2.2. having taken into account the information provided by the bidder in response to a request under clause (a) and the information included in the bid, the procuring agency determines that the bidder has failed to demonstrate its ability to perform the procurement contract satisfactorily against the offered price.

34.3. The procuring agency shall promptly communicate to the bidder concerned its decision to reject the bid, including the reasons for the decision. The procuring agency may reinitiate the bidding process after communication of such decision.

34.4. Every abnormally low bid shall be investigated in order to determine the reason for submitting the bid including whether the bid was submitted in order to remove other bidders from competition.

34.5. In case it is established after investigation that the bidder submitted an abnormally low bid to remove other bidders from competition or to frustrate the bidding process, the procuring agency may blacklist the bidder in accordance with Rule 25(1)(d).

35. Rejection of Bids

35.1. As per Rule 45 of Public Procurement Rules, 2026

36. Cancellation of procurement

36.1. As per Rule 46 of Public Procurement Rules, 2026

37. Single Responsive Bid

37.1. The procuring agency may consider single responsive subject to underlying conditions of Rule 50 of Public Procurement Rules, 2026.

38. Alternate Dispute Resolution (ADR)

38.1. As per Rule 66 of Public Procurement Rules, 2026

39. Arbitration Clause

39.1. (Appointing Authority for the Arbitrator shall be Chief justice of Honorable Islamabad High Court OR Managing Director (PPRA) OR Secretary (Ministry of Law & Justice),

40. Fee of the Arbitrator

40.1. The fee shall be specified in PKR as determined by the Appointing Authority and shall be shared equally by each party.

41. Socio-economic development

41.1. As per Rule 63 of Public Procurement Rules, 2026, PA to encourage the inclusiveness of small and medium enterprises, and marginalized groups by according preferences in line with the notified policies of the Federal Government

42. Environmental objectives

42.1. As per Rule 64 of Public Procurement Rules, 2026, The procuring agency may seek to procure services with a reduced environmental impact throughout their life cycle when compared to services with the same primary function that may otherwise be procured.

F. Award of Contract

43. Appointment of Contract Manager

43.1. The procuring agency shall designate a Contract Manager for each procurement or class of procurement who shall manage the contract as per Rule 58 & 59 of Public Procurement Rules, 2026.

44. Criteria of Award

44.1. The procuring agency will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding document and who has been declared as Successful Bid .

45. Procuring Agency's Right to reject All Bids

45.1. The procuring agency reserves the right to reject all the Bids and to annul the procurement process at any time prior to acceptance of the bid(s), without thereby incurring any liability to the affected bidder(s).

45.2. Notice of the rejection of all bids shall be given promptly to all bidders that have submitted the bids. The procuring agency shall upon request communicate to any bidder the grounds for the rejection of his bid, but is not required to justify those grounds.

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

46.1. The procuring agency reserves the right, at the time of contract award, to increase or decrease not more than 15% of the original scope of related services originally specified in the Schedule of Requirements, provided that such variation does not exceed the percentage indicated in

the **Bid Data Sheet (BDS)**. This adjustment shall be made without any change in the unit price or other terms and conditions of the Bids and Bidding Documents.

47. Notification of Award

47.1. Prior to the award of contract, the procuring agency shall issue a Final Evaluation Report giving justification for acceptance or rejection of the bids.

47.2. Bidder whose bid has been accepted, will be notified for the award by the Procuring Agency prior to expiration of the Bid Validity period through EPADS. The Letter of Award will state the sum that the procuring agency will pay the successful bidder in consideration for the execution of the scope of works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).

47.3. The notification of award will constitute the formation of the Contract, subject to the condition that bidder furnish the Performance Guarantee in accordance with **ITB 33** and signing of the contract in accordance with **ITB 32**.

48. Signing of Contract

48.1. Promptly after notification of award, Procuring Agency shall send the successful bidder the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract. The successful bidder and the procuring agency shall sign the contract.

49. Performance Guarantee

49.1. After the receipt of the Letter of Award, the successful bidder, within the specified time, shall deliver to the Procuring Agency a Performance Guarantee in the amount and in the form stipulated in the **BDS and SCC**, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.

49.2. Failure of the successful bidder to comply with the requirement of **ITB 33.1** shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the procuring agency may

make the award to the next ranked bidder or call for new bids.

50. Advance Payment

50.1. The Procuring Agency will provide an Advance Payment as stipulated in the Conditions of Contract, subject to a maximum amount, as stated in the **BDS**. The Advance Payment request shall be accompanied by an Advance Payment Guarantee in the form provided in Contract Forms.

51. Arbitration

51.1. The Arbitrator shall be appointed by mutual consent of the both parties as per the provisions specified in the **SCC**.

52. Corrupt & Fraudulent Practices

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

G. Grievance Redressal & Complaint Review Mechanism

53. Constitution of Grievance Redressal

53.1. The Principal Accounting Officer or head of procuring agency or any authorized officer shall constitute a committee comprising of odd number of members completely outside the procuring agency from any other procuring agency or from the pool of experts maintained by the Authority and accessible through EPADS with necessary powers and authorizations, to address the complaints of bidders or parties that may occur prior to the entry into force of the procurement contract.

53.2. Any party may file a written complaint, two days prior to the proposal submission deadline, against the eligibility parameters, evaluation criteria or

any other terms and conditions described in the bidding documents, if found contrary to the provisions of the procurement regulatory framework, and the same shall be addressed by the GRC.

53.3. Any bidder or party feeling aggrieved by any act of the procuring agency after the submission of bid, may lodge a written complaint concerning his grievances within seven days of announcement of the technical evaluation report and five days after issuance of final evaluation report.

53.4. In case, the complaint is filed against the technical or final evaluation report, the GRC may suspend the procurement proceedings till the decision.

53.5. In case, the complaint is filed after the issuance of the final evaluation report, the complainant may not raise any objection on technical evaluation of the report: Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage-single envelope bidding procedure is adopted.

53.6. The GRC shall investigate and decide upon the complaint within ten days of its receipt.

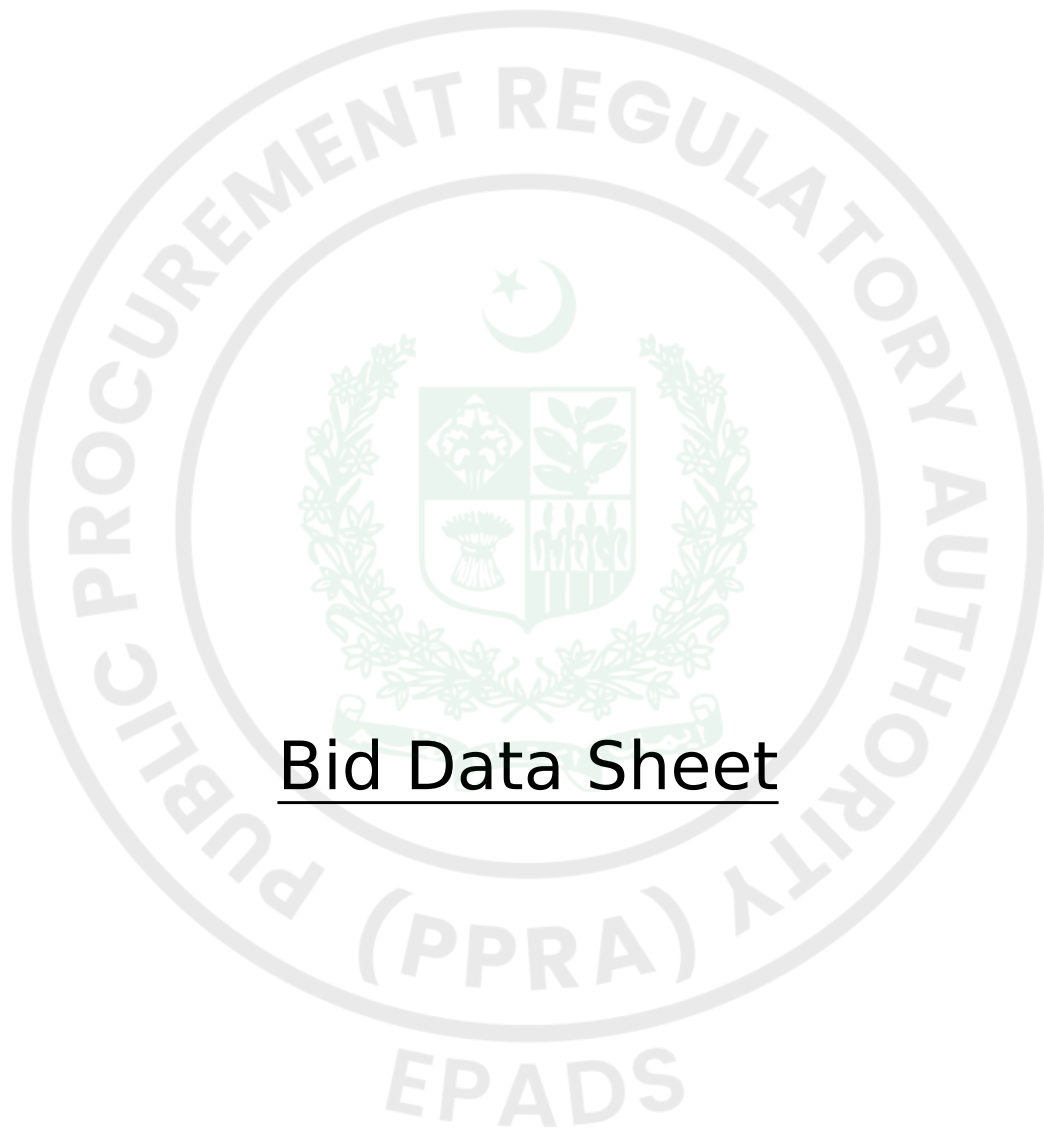
53.7. Any bidder or party not satisfied with the decision of the GRC or if GRC fails to decide within ten days under sub-rule 6, may file an appeal before the Appellate Committee of the Authority, comprising odd number of members including an external member within ten days of communication of decision subject to depositing the prescribed fee and in accordance with the procedure determined by the Authority. The Appellate Committee of the Authority shall decide the appeal within 45 days from the receipt of the appeal. The Appellate Committee may suspend the process of award of contract to such period as deemed appropriate during the pendency of appeal. The decision of the Appellate Committee of the Authority shall be considered as final.

H. Blacklisting/ Debarment

55. Procedure for Blacklisting/Debarment

55.1. The procuring agency may initiate blacklisting proceedings against contractor/supplier in accordance with Rule-25 of the Public Procurement Rules, 2026 , Mechanism for Blacklisting, Debarment Regulations, 2026 and “procedure for filling and disposal of review petition under rule-25(6) of Public Procurement Rules, 2026.





Bid Data Sheet

Bids Data Sheet (BDS)

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

BDS Clause Number

ITB Number

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

A. Introduction

BDS Clause Number 1

ITB Number 1.1

Name of Procuring Agency: **Project Director Construction Fesco (Faisalabad Electric Supply Company (FESCO))**

The subject of procurement is: **(T#104/2026) Hiring of Services (Electrical & Civil) through Rate Contract (Closed Framework Agreement) for the execution of work "Underground/Overhead Electrification of new, existing HT/LT system under the jurisdiction of (C) Divn. Mianwali**

Expected commencement date: **Monday, November 30, 2026**

BDS Clause Number 2

ITB Number 2.1

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

Name and identification number of the Contract: **P154017**

BDS Clause Number 3

ITB Number 4.6

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

Number of JV/Consortium Members: **4**

B. Bidding Documents

BDS Clause Number 4

ITB Number 7.1

The Bidders may seek clarifications through **EPADS v2.0**: Clarification Date: Friday, October 23, 2026

Pre-Bid Meeting: Monday, October 19, 2026 12:00 PM

Venue: Office of Project Director Construction, Fesco West Canal Road, Abdullahpur Fesco Colony, Faisalabad.

BDS Clause Number 5

ITB Number 8.1

Any addendum, in case issued, shall be published on **Project Director Construction Fesco (Faisalabad Electric Supply Company (FESCO))** website and on **EPADS v2.0**.

BDS Clause Number 6

ITB Number 9.1

List of documents required along with the bid: **No**

BDS Clause Number 7

ITB Number 11.1

The qualification criteria to establish the supply / production capability of the bidder.

see Eligibility Criteria

BDS Clause Number 8

ITB Number 7.6

Services and Their related documents:

See section Required Services and Scope of Work

BDS Clause Number 9

ITB Number 13.1 & 13.2

Price schedule will be provided according to the format defined and acquired.

see section price schedule.

BDS Clause Number 10

ITB Number 7.6.2

Specifications:

see section of specifications.

C. Preparation of Bids

BDS Clause Number 11

ITB Number 13.5

The price shall be **Fixed**.

BDS Clause Number 12

ITB Number 15.1

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

BDS Clause Number 13

ITB Number 16.1

The Bids/Bid Validity period shall be: **120 Days**

BDS Clause Number 14

ITB Number 17.1

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

Instrument of Bid Security Shall be in the Name of : **Project Director Construction Fesco**

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

BDS Clause Number 15

ITB Number 17.3

The Bids security shall be valid for twenty-eight (28) days beyond the expiry of the Bids validity period specified in the bidding documents, for example the bid validity is 180 days so the bid security shall be valid for $180+28 = 208$ days.

BDS Clause Number 16

ITB Number 18.1

Alternative Bids to the requirements of the bidding documents will not be permitted.

D. Submission of Bids

BDS Clause Number 17

ITB Number 21.1

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

Office of Project Director Construction, Fesco West Canal Road, Abdullahpur Fesco Colony, Faisalabad., Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).

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

The deadline for Bids submission is: **Monday, October 26, 2026 12:15 PM**

E. Opening and Evaluation of Bids

BDS Clause Number 18

ITB Number 26.1

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

Day : **Monday**

Date: **Monday, October 26, 2026**

Time : **12:45 PM**

BDS Clause Number 19

ITB Number 32.1

Selection technique adopted will be: **Quality and Cost Based Selection (QCBS)**

see Evaluation Criteria

F. Award of Contract

BDS Clause Number 20

ITB Number 49.1

The Performance guarantee shall: **5.00%**.

The Performance Guarantee shall be acceptable in the form of: **Pay Order, Banker's Cheque, Call at Deposit, Demand Draft**

BDS Clause Number 21

ITB Number 51.1

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

G. Review of Procurement Decisions

BDS Clause Number 22

ITB Number 53.1

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



Eligibility Criteria

Bidder's Type	Required Registration
Individual / Individual Consultant	NADRA CITIZENSHIP (CNIC/NICOP)
Sole Proprietorship	FBR (NTN)
Partnership Firm	Punjab (PRA)
Company (Private Limited)	PEC
Company (Public Limited)	
State Owned Enterprise (Private Limited)	
State Owned Enterprise (Public Limited)	

Eligibility Criteria	Document
Please upload the complete bidding documents along with all required supporting papers mentioned in the tender. Ensure every page is duly signed and stamped, and all unit rates are fully entered on the BOQ (Bill of Quantities) page. Please review your upload carefully; the omission of any document or paper will result in immediate disqualification.	Yes

Evaluation Criteria

Quality and Cost Based Selection (QCBS)

Weightage

Technical Evaluation %	Financial Evaluation %
40	60

Technical Marks	100
Passing Marks	70
1. FINANCIAL STRENGTH (30 Marks)	
Average Annual Turnover (Last 3 Years) (Quantitative)(Doc Required)	15
• $\geq$ PKR 100 million $\rightarrow$ 15 marks (15)	
• PKR 50-99 million $\rightarrow$ 10 marks (10)	
• $<$ PKR 50 million $\rightarrow$ 05 marks (5)	

Income Tax Returns filed for the last; (Quantitative)(Doc Required)	10
• 3 years → 10 marks (10) • 2 years → 7 marks (7) • 1 year → 4 marks (4)	
Audited statements by a registered firm of chartered accountants (Last 3 years) → 5 marks (Quantitative)(Doc Required)	5
EXPERIENCE (25 Marks)	
At least 3 projects of similar nature (Underground Electrification / HT-LT Network) completed independently or joint venture for WAPDA, NTDC, DISCOs, or Government / Corporate / private sector: (Quantitative)(Doc Required)	15
• ≥5 Projects → 15 marks (15) • 3-4 Projects → 10 marks (10)	
Work completion certificates / satisfactory performance reports from clients for the above projects (Quantitative)(Doc Required)	10
• ≥5 Projects → 10 marks (10) • 3-4 Projects → 05 marks (5)	
NATURE & CAPABILITY OF FIRM (20 Marks)	
Firm registered with PEC in relevant category (at least C-4 or higher) → 5 marks (Qualitative)(Doc Required)	5
Owner / Partner is an Electrical Engineer (PEC Registered) → 5 marks (Qualitative)(Doc Required)	5

Firm owns or has access to required equipment (cable pulling machine, testing equipment, trenching tools, etc.) → 10 marks (Qualitative)(Doc Required)	10
QUALITY, SAFETY & DOCUMENTATION (10 Marks)	
(Quality Assurance System) Existence of QA/QC manual, testing protocols, material inspection plan → 5 marks (Qualitative)(Doc Required)	5
(Health, Safety & Environment (HSE) Compliance) Safety plan, PPE provision, and adherence to NEPRA / DISCO safety codes → 5 marks (Qualitative)(Doc Required)	5
Technical Evaluation Criteria	
Permanent Employees on Payroll (Qualitative)(Doc Required) • ≥10 staff on payroll → 10 marks (10) • 5-9 staff → 6 marks (6) • <5 staff → 3 marks (3)	10
If the firm have key technical Staff: (Qualitative)(Doc Required) • 1 Electrical Engineer (PEC registered) → 5 marks (5) • 1 Sub Engineer / Supervisor → 3 marks (3) • 2 Skilled Technicians / Linemen → 2 marks (2)	5

Required Services



Related Services :

No



Services Specifications

Positions Without Lots :

Position: (T#104/2026) Hiring of Services (Electrical & Civil) through Rate Contract (Closed Framework Agreement) for the execution of work “Underground/Overhead Electrification of new, existing HT/LT system under the jurisdiction of (C) Divn. Sargodha

Specifications / Requirements:

BILL OF QUANTITY				
	Tender No.104/2026			
	Tender Amount = 25.00 millions			
	Hiring of Services (Electrical & Civil) through Rate Contract (Closed Framework Agreement) for the execution of works; “Underground / Overhead Electrification of new, existing HT/LT system under the jurisdiction of Construction Division FESCO Mianwali”			
Sr. No.	Description	Unit	Appr. Qty	Unit Rate (Rs.)
Electrical work (HT/LT)				
1				

BILL OF QUANTITY

	Safe carriage & erection of steel structures from FESCO/WAPDA store to various sites of work and making concrete foundation 1:2:4 ratio including excavation, D- watering curing, erection in all types of soil, compaction, back filling and earthing for all types of work as per FESCO/WAPDA SDI. (Earth result be less than 5.0 ohm).			
	Specification of Foundation			
	LT Steel structure 31 feet (Size 500 mm x 500 mm x 1830 mm)			
	HT Steel structure 36 feet (Size 610 mm x 610 mm x 1981 mm)			
	HT Steel structure 45 feet (Size 870 mm x 870 mm x 2536 mm)	No.	1	
	HT Steel structure 58 feet (Size 996 mm x 996 mm x 3020 mm)	No.	1	
	Installation of Transformers	No.	1	
	Collection from FESCO / WAPDA store Safe handling, loading, unloading, transportation and making of single/Double pole mounting Sub Station at different sites of works, installation of Transformers, Dropout cutout, earthing, welding complete in all respect as per specification & SDI of FESCO/WAPDA. (earth result must be less Than 2.0 Ohm) 10,15,25,50,100, 200 & 400 KVA Transformers.			
	Making of Sub Station of Transformer for new / shifting of 10,15,25,50,100, 200 & 400 KVA Transformers.			
	i) iron channel (8" x 5" x 3/8") [Provided by Contractor]	Rft		
	ii) D- Fitting Cross Arm (3" x 1.5" x 2/8") [Provided by Contractor]	Rft		
	Shifting/new Stringing of HT & LT lines.			

BILL OF QUANTITY

	After dead to dead dismantlement of existing HT conductors i.e ACSR Osprey, Dog, Rabbit etc and LT Conductor AAC ANT/Wasp including removal of hardware accessories from old poles and its shifting to newly installed poles inclusive of installation of new X-Arm & D-Shackle Assembly with allied accessories on new/old pole (also removing of existing hardware, if required) and its shifting to Sub Divisional Camps/Regional Stores with following conductors.			
	ACSR Osprey 19/0.176			
	ACSR Dog 06/0.186	KM	1	
	ACSR Rabbit 07/0.132 or insulated Conductor	KM	1	
	AAC Wasp/Ant 3-Phase/4-wire, 2-Phase/3-wire, S-Phase/2-wire.	KM	1	
	Shifting/Relocation/Installation of Transformers	No.	1	
	Collection of hardware material from FESCO / WAPDA store Safe handling, loading, unloading, transportation and making of single/Double pole mounting Sub Station at different sites of works, shifting, relocation & installation of Transformers, Dropout cutout, earthing, welding complete in all respect as per specification & SDI of FESCO/WAPDA and dismantlement of allied accessories from old location for its returning to camp/FESCO Regional Store (earth result must be less than 2.0 Ohm). 10,15,25,50,100 & 200 KVA Transformers.			
	Making of HT/LT bus bars and jumpers for multiple transformers pole mounted substation with ACSR / AAC and insulated conductor.			
7	Laying of HT Cable 500 MCM S/C / 4/0AWG S/C (Direct burial system)	RMtr	1	
8	Laying of HT Cable 4/0 AWG 3/C (Direct burial system)	RMtr	1	

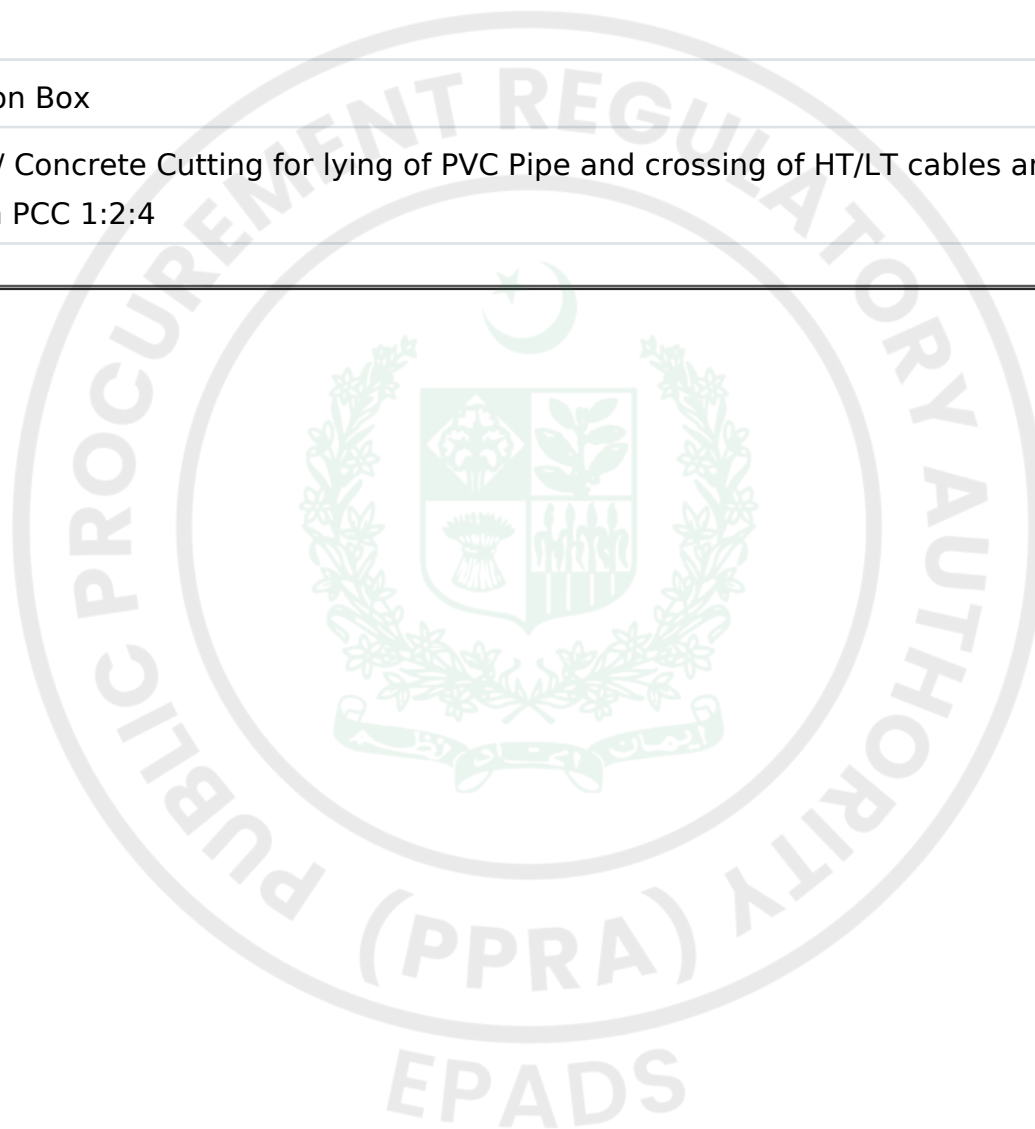
BILL OF QUANTITY				
9	Termination and Fixing of HT Cable 500MCM /120mm ² S/C & 4/0 AWG S/C	No.	1	
10	Making / fixing of straight joint HT cable 500MCM & 120mm ² S/C	No.	1	
11	Termination and Fixing of HT Cable 4/0 AWG 3/C	No.	1	
12	Laying of LT Cable 120mm and 70 mm 4/C (Direct burial system)	RMtr	1	
13	Laying of LT Cable 25mm	RMtr	1	
14	Termination and Fixing of LT Cable 120mm in distribution box	No.	1	
15	Termination and Fixing of LT Cable 25mm distribution boxes for street lights.	No.	1	
16	Installation and Fixing of LT Distribution and Metering Box (S/Phase & 3/Phase) including installation of meters with compressed aluminum thimble and wall clamps.	No.	1	
17	Dismantlement of Poles / Structures with all accessories and its shifting to Sub Divisional Camp / Regional Store FESCO. (all type).	No.	1	
18	Earthing (Boring) for 11 KV Cables/ Transformers/ Distribution Box with 10FT earthing rod and G.S Wire 10MM. Road and G.S wire 10MM (material to be provided by FESCO).	Job	1	
19	Provision and laying of warning tape 30.48cm width to be provided by contractor	RMtr	1	
20	Fixing of HT Cable on pole mounted Transformer And HT Poles With GALVANIZED STEEL PIPE to be provided by Contractor (6 inch Dia, 2/8 inch thick & 10 ft length)	Job	1	
21	Installation of Pad mounted 400KVA Transformers and Fixing of HT Cable in Transformer with all allied accessories.	No.	1	
22	Installation of Ring Main Unit 3-way and Fixing of HT Cable in RMU.	No.	1	

BILL OF QUANTITY				
23	Providing and laying of 4-inch diameter, good quality PVC pipe (with socket and band), properly jointed and sealed using approved solution and tape, for underground installation complete in all respects.	Rft	1	
24	Providing & Installation of HT /LT Cable route markers as per FESCO Specification.	No.	1	
25	Preparation of foundations for LT Distribution Boxes (Service Box), conforming to requirements, technical specifications, Standards, Drawings, and to the approval of the FESCO/WAPDA	No.	1	
26	Fixing of PVC good quality pipe 2x4" dia with bends to be provided by contractor with cement concrete (14" x 12" by using 04 No. parallel steel bars 1/2") for crossing of storm water drain.	RMtr	1	
27	Fixing of LT Cable from Transformer to LT Distribution Box With GALVANIZED STEEL PIPE by using of proper steel clamps to be provided by contractor (4 inch Dia, 2/8 inch thick & 10 ft length)	Job	1	
28	Dismantlement of HT & LT lines and its shifting to Sub Divisional Camp / Regional Store FESCO.			
	ACSR Conductor (all type)	Kg	1	
	AAC Conductor (all type)	Kg	1	
	Dismantlement of serviceable Transformers with all serviceable & unserviceable allied accessories (i.e. Dropout cutout, double pole platform, D-fitting cross etc.) 15KVA, 25KVA, 50KVA, 100KVA, 150KVA, 200KVA and its shifting to Sub Divisional Camp / Regional Store FESCO.	No.	1	
30	Dismantlement of existing underground HT / LT cables and its shifting to Sub Divisional Camp / Regional Store FESCO.	Kg	1	

BILL OF QUANTITY				
31	Iron Scrap	Kg	1	
Civil Works				
1				
2	Construction of Trench including Excavation & back filling, asphalt cutting, Top Cover sand filling for lying of HT cables, as per dimensions given on the drawings and to be approval of the FESCO.	Rft	1	
3	Supplying and filling sand under floors or plugging in wells (P 6-4/24)	Cum	1	
4	Sub-base course of bricks (protection cover) on edge 115 mm 'thick'. 14-2/7	Cum	1	
5	Refilling the excavated stuff in trenches in 150 mm thick layers including watering, ramming to compaction etc., complete. (P-2-3/13)	Cum	1	
6	Dismantling cement concrete plain 1:2:4 (P 3-2/14c)	Cum	1	
7	Cement concrete plain including placing, compacting, finishing and curing complete (including screening and washing of stone aggregate) without shuttering. 1:2:4 (P 5-1/2b)	Cum	1	
8	Carriage of 3 Cum/5 metric tons of all material lead upto 20-KM (P 1-1/1)	Cum	1	
9	Provision of Horizontal Thrust Boring at Road Crossing including UPVC 6 inch Dia Pipe (C-class), Back Filling & compaction for HT/LT Cables.	Rft	1	
10	Preparation of foundations for following Pad Mounted RMU, Distribution Transformers & LT distribution Boxes conforming to requirements, technical specifications standard, drawings and to the approval of FESCO/ WAPDA.			

BILL OF QUANTITY

A. Ring Main Unit HT 3-way	No.	1	
B. 400KVA	No.	1	
C. LT Distribution Box	No.	1	
Road / Asphalt / Concrete Cutting for lying of PVC Pipe and crossing of HT/LT cables and back filling with PCC 1:2:4	Cum	1	



Scope of Work

Mentioned in BOQ

Brief Description

Mentioned in BOQ



Price Schedule

For Individual Positions

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

For Lots

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





General Conditions of Contract

A. General

1. Definitions

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

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

1.1.2. “The Contract” means an agreement enforceable by law;

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

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

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

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

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

1.1.8. “Day” means calendar day unless indicated otherwise;

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

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

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

1.1.12. “Government” means the Government of Pakistan;

1.1.13. “Local Currency” means the currency of Pakistan;

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

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

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

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

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

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

2. Applicable Law

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

3. Language

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

4. Notices

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

5. Location

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

6. Authorized Representatives / Authority of Member in charge

6.1. Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring Agency or the Contractor may be taken or executed by the officials specified in the SCC.

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

7. Effectiveness of Contract

7.1. This Contract shall come into effect on the date the Contract is signed by both parties and such other later date as may be stated in the SCC.

8. Commencement of Services

8.1. The Contractor shall confirm availability of required resources and begin carrying out the Services not later than the number of days after the Effective Date specified in the **SCC**.

9. Program schedule

9.1. Before commencement of the Services, the Contractor shall submit to the Procuring Agency for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.

10. Starting Date/Expiration Date

10.1. The Contractor shall start carrying out the Services Five (05) days after the date the Contract becomes effective, or at such other date as may be specified in the **SCC**.

10.2. Unless terminated earlier pursuant to Clause **GCC 14** hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the **SCC**.

11. Entire Agreement

11.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

12. Modification

12.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any modification(s) or variation(s) made by the other Party.

12.2. In cases of any modification(s) or variation(s), the prior written consent of the Procuring Agency is required.

13. Force Majeure

13.1. Definition

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

13.2. No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

13.3. Extension of Time

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

13.4. Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Contractor shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

14. Termination

14.1. By the Procuring Agency

The Procuring Agency may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause. In such an occurrence the Procuring Agency shall give at least thirty (30) calendar days' written notice of termination to the Contractor in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e);

14.1.1. If the Contractor fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension;

14.1.2. If the Contractor becomes (or, if the Contractor consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

14.1.3. If the Contractor fails to comply with any final decision reached as a result of arbitration proceedings;

14.1.4. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

14.1.5. If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;

14.2. By the Contractor

The Contractor may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Procuring Agency, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

14.2.1. If the Procuring Agency fails to pay any money due to the Contractor pursuant to this Contract and not subject to dispute within thirty (30) calendar days after receiving written notice from the Contractor that such payment is overdue;

14.2.2. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

14.2.3. If the Procuring Agency fails to comply with any final decision reached as a result of arbitration;

14.2.4. If the Procuring Agency is in material breach of its obligations pursuant to this Contract and has not remedied the same within thirty (30) days (or such longer period as the Bidder may have subsequently approved in writing) following the receipt by the Procuring Agency of the Contractor's notice specifying such breach.

C. Obligations of the Contractor

15. General

15.1. Standard of Performance

15.1.1. The Contractor shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Contractor shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Procuring Agency, and shall at all times support and safeguard the Procuring Agency's legitimate interests in any dealings with the third parties;

15.1.2. The Contractor shall employ and provide such qualified and experienced Experts and Sub-Contractors as are required to carry out the Services.

15.2. Law Applicable to Services

The Contractor shall perform the Services in accordance with the Contract and in accordance with the Law of Pakistan and shall take all practicable steps to ensure that any of its Experts and Sub-Bidders, comply with the Applicable Law.

16. Conflict of Interests

16.1. Contractor Not to Benefit from Commissions and Discounts

The remuneration of the Contractor shall constitute the Contractor's sole remuneration in connection with this Contract or the Services, and the Contractor shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Contractor shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

16.2. Contractor and Affiliates Not to be Otherwise Interested in Project

The Contractor agree that, during the term of this Contract and after its termination, the Contractor and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

16.3. Prohibition of Conflicting Activities

Neither the Bidder nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- 16.3.1. during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;
- 16.3.2. during the term of this Contract, neither the Contractor nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;
- 16.3.3. after the termination of this Contract, such other activities as may be specified in the **SCC**.

17. Insurance to be Taken Out by the Contractor

17.1. The Contractor(a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Sub-contractors', as the case may be) own cost but on terms and conditions approved by the Procuring Agency, insurance against the risks, and for the coverage, as shall be specified in the **SCC**; and (b) at the Procuring Agency's request, shall provide evidence to the Procuring Agency showing that such insurance has been taken out and maintained and that the current premiums have been paid.

18. Contractor's Actions Requiring Procuring Agency's Prior Approval

18.1. The Contractor shall obtain the Procuring Agency's prior approval in writing before taking any of the following actions:

- 18.1.1. appointing such members of the Personnel not provided by the Contractor;
- 18.1.2. changing the Program of activities; and
- 18.1.3. any other action that may be specified in the **SCC**.

19. Reporting Obligations

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

20. Liquidated Damages

20.1. Payments of Liquidated Damages

The Contractor shall pay liquidated damages to the Procuring Agency at the rate per day stated in the **SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the **SCC**. The Procuring Agency may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

20.2. Correction for Over-payment

If the Intended Completion Date is extended after liquidated damages have been paid, the Procuring Agency shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in **SCC**.

20.3. Lack of performance penalty

If the Contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, a penalty for Lack of performance will be paid by the Contractor. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as specified in the Contractor

21. Performance Guarantee

21.1. Within the time stipulated in the acceptance letter from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in shape and amount **specified in SCC.**

21.2. The proceeds of the Performance Guarantee shall be payable to the Procuring agency as compensation for any loss resulting from the Service Provider failure to complete its obligations under the Contract.

21.3. The Performance Guarantee shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring agency and shall be in the acceptable form as specified in **SCC.**

21.4. The Performance Guarantee will be discharged by the Procuring agency and returned to the Service Provider not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise **specified in SCC.**

22. Sustainable Procurement

22.1. The Contractor shall conform to the sustainable procurement contractual provisions, if and as specified in the **SCC.**

D. Contractor's Personnel

23. Description of Personnel

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

24. Removal and / or Replacement of Personnel

24.1. Except as the Procuring Agency may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Contractor, it becomes necessary to replace any of the Key Personnel, the Contractor shall provide as a replacement a person of equivalent or better qualifications.

24.2. If the Procuring Agency finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Contractor shall, at the Procuring Agency's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Procuring Agency.

24.3. The Contractor shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

E. Obligations of the Procuring Agency

25. Change in the Applicable Law

25.1. If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Contractor, then the remuneration and reimbursable expenses otherwise payable to the Contractor under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred in the SCC.

26. Services and Facilities

26.1. The Procuring Agency shall make available to the Contractor and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference, at the times and in the manner specified in the Terms of Reference.

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

F. Payments to the Contractor

27. Contract Price

27.1. The price payable shall be in Pakistani Rupees unless otherwise specified in the SCC.

28. Terms and Conditions of Payment

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

28.2. Unless otherwise stated in the SCC, the advance payment shall be made against the provision by the Contractor of a bank guarantee for the same amount, and shall be valid for the period stated in the SCC. Any other payment shall be made after the conditions listed in the SCC for such payment have been met, and the Contractor have submitted an invoice to the Procuring Agency specifying the amount due.

29. Quality Control Identifying Defects

29.1. The principle and modalities of Inspection of the Services by the Procuring Agency shall be as indicated in the SCC. The Procuring Agency shall check the Contractor's performance and notify him of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Procuring Agency may instruct the Contractor to search for a Defect and to uncover and test any service that the Procuring Agency considers may have a Defect. Defect Liability Period is as defined in the SCC.

30. Correction of Defects, and Lack of Performance Penalty

30.1. The Procuring Agency shall give notice to the contractor of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.

30.2. Every time notice a Defect is given; the contractor shall correct the notified Defect within the length of time specified by the Procuring Agency's notice.

30.3. If the contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, the Procuring Agency will assess the cost of having the Defect corrected, the contractor will pay this amount, and a Penalty for Lack of Performance.

31. Settlement of Disputes Amicable Settlement

31.1. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

32. Dispute Settlement

32.1. Arbitration

32.1.1. **Alternate Dispute Resolution (ADR)**, After coming into force of the procurement contracts, disputes, between the parties to the contract may be settled by one or more alternate dispute resolution methods including

Arbitration. Where an Alternate Dispute Resolution process other than Arbitration may not lead to an amicable settlement of dispute, Arbitration shall be resorted to.

32.1.2. The procuring agency shall specify mechanism for the appointment of an arbitrator expressly in the contract and the competent authority who shall appoint the arbitrator.

32.1.3. The laws of Pakistan shall apply to an arbitration unless specifically agreed to otherwise in the contract.



Special Conditions of Contract

SECTION VIII. SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

Number of GC Clause

Amendments of, and Supplements to, Clauses in the General Conditions of Contract

Definitions

The Procuring Agency is: Project Director Construction Fesco (Faisalabad Electric Supply Company (FESCO)), Project Director Construction Office of Project Director Construction, Fesco West Canal Road, Abdullahpur Fesco Colony, Faisalabad., Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).

Contractor is:

The title of the subject procurement is:(T#104/2026) Hiring of Services (Electrical & Civil) through Rate Contract (Closed Framework Agreement) for the execution of work “Underground/Overhead Electrification of new, existing HT/LT system under the jurisdiction of (C) Divn. Mianwali

Number of GC Clause 2

Applicable/Governing Law:

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

Number of GC Clause 3

Language:

The language of the Contract, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be in **English**.

Number of GC Clause 4

Notices:

The addresses for the notices are:

Procuring Agency:

Project Director Construction Fesco (Faisalabad Electric Supply Company (FESCO)), Project Director Construction
Office of Project Director Construction, Fesco West Canal Road, Abdullahpur Fesco Colony, Faisalabad.,
Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).
+92-370-180-0150
ddt_pdc@fesco.com.pk

Contractor/ Bidder:

[Name, address and telephone number].

The Contractor/ Bidder's Representative(s)

[Name, address, telephone number and e-mail address]

Number of GC Clause 6.1

The Authorized Representatives are:

For the Procuring Agency:

Project Director Construction Fesco (Faisalabad Electric Supply Company (FESCO)), Project Director Construction

Office of Project Director Construction, Fesco West Canal Road, Abdullahpur Fesco Colony, Faisalabad., Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).

+92-370-180-0150

ddt_pdc@fesco.com.pk

For the Bidder:

Name:

Designation:

Address:

Number of GC Clause 7

Effectiveness of the contract

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

Number of GC Clause 8

Commencement of Contract:

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

Number of GC Clause 10.2

Expiration of Contract:

The time period shall be

Number of GC Clause 14

Termination

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

Number of GC Clause 16

Conflict of Interest:

The Procuring Agency reserves the right to determine on a case-by-case basis whether the Bidder should be disqualified from providing goods or services due to a conflict of a nature described in Clause GCC 16.

Number of GC Clause 20**Liquidated Damages**

If the Bidder fails to provide services as required under the contract or in case of any data loss/data breach or any incident compromising the data security or other such failures related to any services, the Bidder shall pay to the Procuring Agency as Liquidated Damages at a rate of **0.06%** to **0.33%** of the Contract value, in accordance with the extent of performance failure & the cost of investigating such incidents as judged by the Authority.

Number of GC Clause 21**Performance Guarantee:**

Instrument of Performance Guarantee shall be in the Name of : **Project Director Construction Fesco**

The amount of performance guarantee shall be 5.00% of the contract price in acceptable form of Pay Order, Banker's Cheque, Call at Deposit, Demand Draft

Number of GC Clause 27**Currency of Payment:**

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

Number of GC Clause 28**Payment terms:**

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

Number of GC Clause 29**Identifying Defects:**

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

Number of GC Clause 31**Following is the guidance for Dispute Resolution**

- i. If any dispute of any kind whatsoever shall arise between the Authority and the Bidder in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and the execution of the Contract – whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within 14 (fourteen) days

following a notice sent by one Party to the other Party in this regard.

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

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

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

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

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

Arbitrator's fee:

The fee shall be specified in Pak Rupees, as determined by the Arbitrator, which shall be shared equally by both parties.

Appointing Authority for Arbitrator:

By the Mutual Consent or in accordance with the provisions of Arbitration Act, 1940, in case the parties fail to reach a consensus on the name of sole arbitrator, any party may submit an application to the Chief Justice Islamabad High Court for appointment of sole arbitrator. The Chief Justice IHC may appoint a former judge of any High Court or Supreme Court as the sole arbitrator to resolve the dispute between the parties.

Rules of procedure for arbitration proceedings:

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

Place of Arbitration and Award:

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



Bid Securing Declaration

Form 9: Bid Securing Declaration

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

Bid No.: **P154017**

To: **Project Director Construction Fesco (Faisalabad Electric Supply Company (FESCO)), Project Director Construction Office of Project Director Construction, Fesco West Canal Road, Abdullahpur Fesco Colony, Faisalabad., Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).**

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid Securing Declaration.

We accept that we will be blacklisted and henceforth cross debarred for participating in respective category of public procurement proceedings for a period of (not more than) six months, if fail to abide with a bid securing declaration, however without indulging in corrupt and fraudulent practices, if we are in breach of our obligation(s) under the Bid conditions, because we:

1. have withdrawn or modified our Bid during the period of Bid Validity specified in the Form of Bid;
2. Disagreement to arithmetical correction made to the Bid price; or
3. having been notified of the acceptance of our Bid by the Procuring Agency during the period of Bid Validity, (i) failure to sign the contract if required by Procuring Agency to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the Bidding Documents.

We understand this Bid Securing Declaration shall expire if we are not the successful

Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight (28) days after the expiration of our Bid.



Contract Form

SECTION IX: CONTRACT FORMS

THIS AGREEMENT made the ____ day of _____ 20____ between **Project Director Construction Fesco (Faisalabad Electric Supply Company (FESCO)), Project Director Construction Office of Project Director Construction, Fesco West Canal Road, Abdullahpur Fesco Colony, Faisalabad., Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).**

(hereinafter called “the Procuring Agency”) of the one part and [name of Bidder] of [city and country of Bidder] (hereinafter called “the Bidder”) of the other part:

WHEREAS the Procuring Agency invited Bids for provision of goods, viz., **(T#104/2026) Hiring of Services (Electrical & Civil) through Rate Contract (Closed Framework Agreement) for the execution of work “Underground/Overhead Electrification of new, existing HT/LT system under the jurisdiction of (C) Divn. Mianwali (P154017)** and has accepted a Bids by the Bidder for the provision of Services in the sum of [contract price in words and figures] (hereinafter called “the Contract Price”).

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

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

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

1. This form of Contract;
2. the Form of Bids and the Price Schedule submitted by the Bidder;
3. the Schedule of Requirements;
4. the Technical Specifications;
5. the Special Conditions of Contract;
6. the General Conditions of the Contract;
7. the Procuring Agency’s Letter of Acceptance; and

8. [add here: any other documents]

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

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

provisions of the contract at the times and in the manner prescribed by the contract.

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

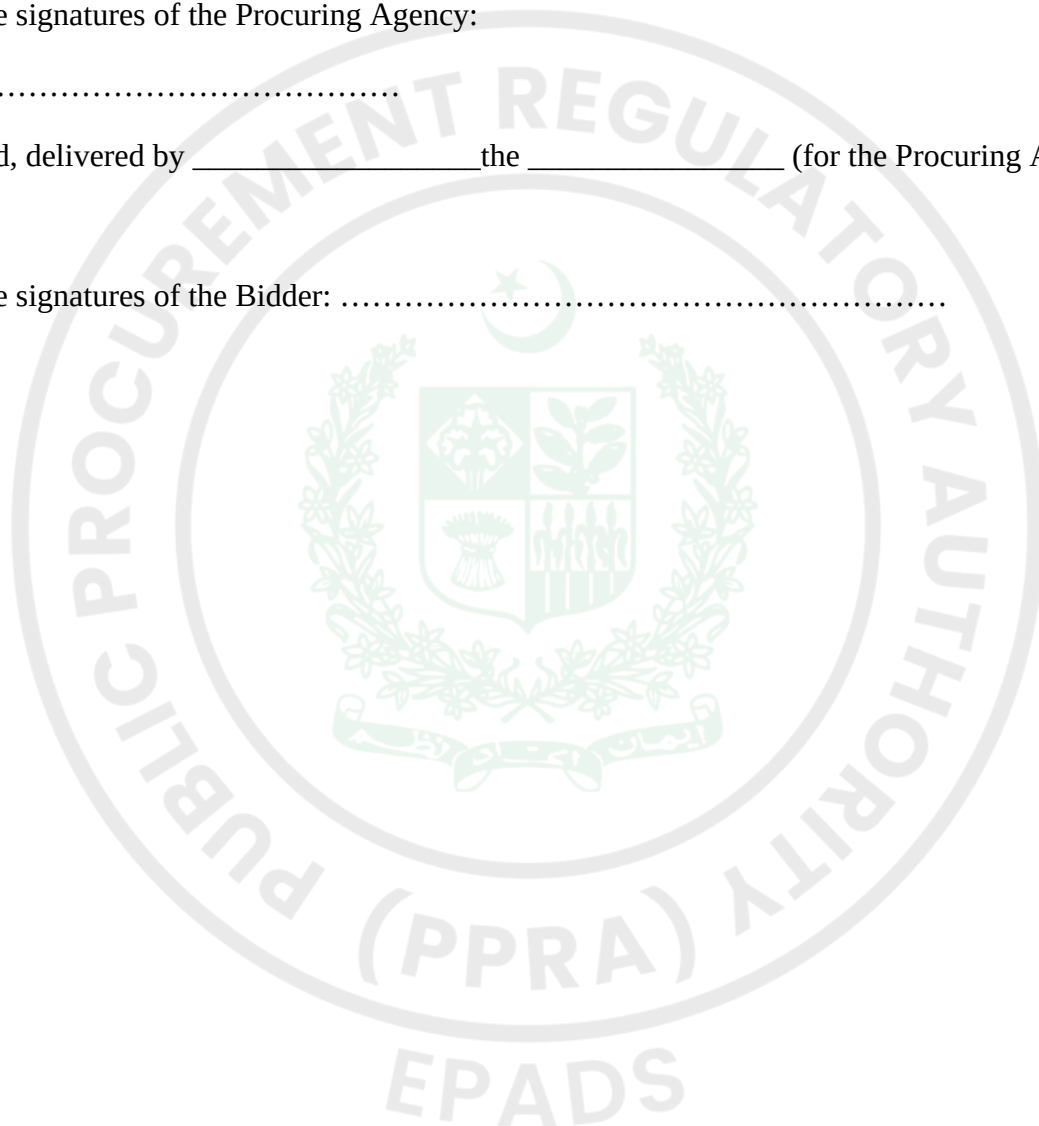
Signed, sealed, delivered by _____ the _____ (for the Procuring Agency)

Witness to the signatures of the Procuring Agency:

.....

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

Witness to the signatures of the Bidder:





Integrity Pact

Integrity Pact

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

Contract

Number: Contract

Value: Contract Title:

Dated:

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

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

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

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

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



Performance Guarantee Form

Performance Guarantee Form

To: **Project Director Construction Fesco (Faisalabad Electric Supply Company (FESCO)), Project Director Construction Office of Project Director Construction, Fesco West Canal Road, Abdullahpur Fesco Colony, Faisalabad., Faisalabad City, Faisalabad (District), Faisalabad Division (Division), Punjab (Province).**

WHEREAS *[name of Bidder]* (hereinafter called “the Bidder”) has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated *[insert date]* for provision of Non-Consultancy Services(hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Bidder shall furnish you with a Bank Guarantee by a reputable bank for the sum specified therein as security for compliance with the Bidder’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Bidders guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Bidder, up to a total of *[amount of the guarantee in words and figures]*, and we undertake to pay you, upon your first written demand declaring the Bidder to be in default under the Contract and without cavil or argument, any sum or sums within the limits of *[amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the: *[insert date]*

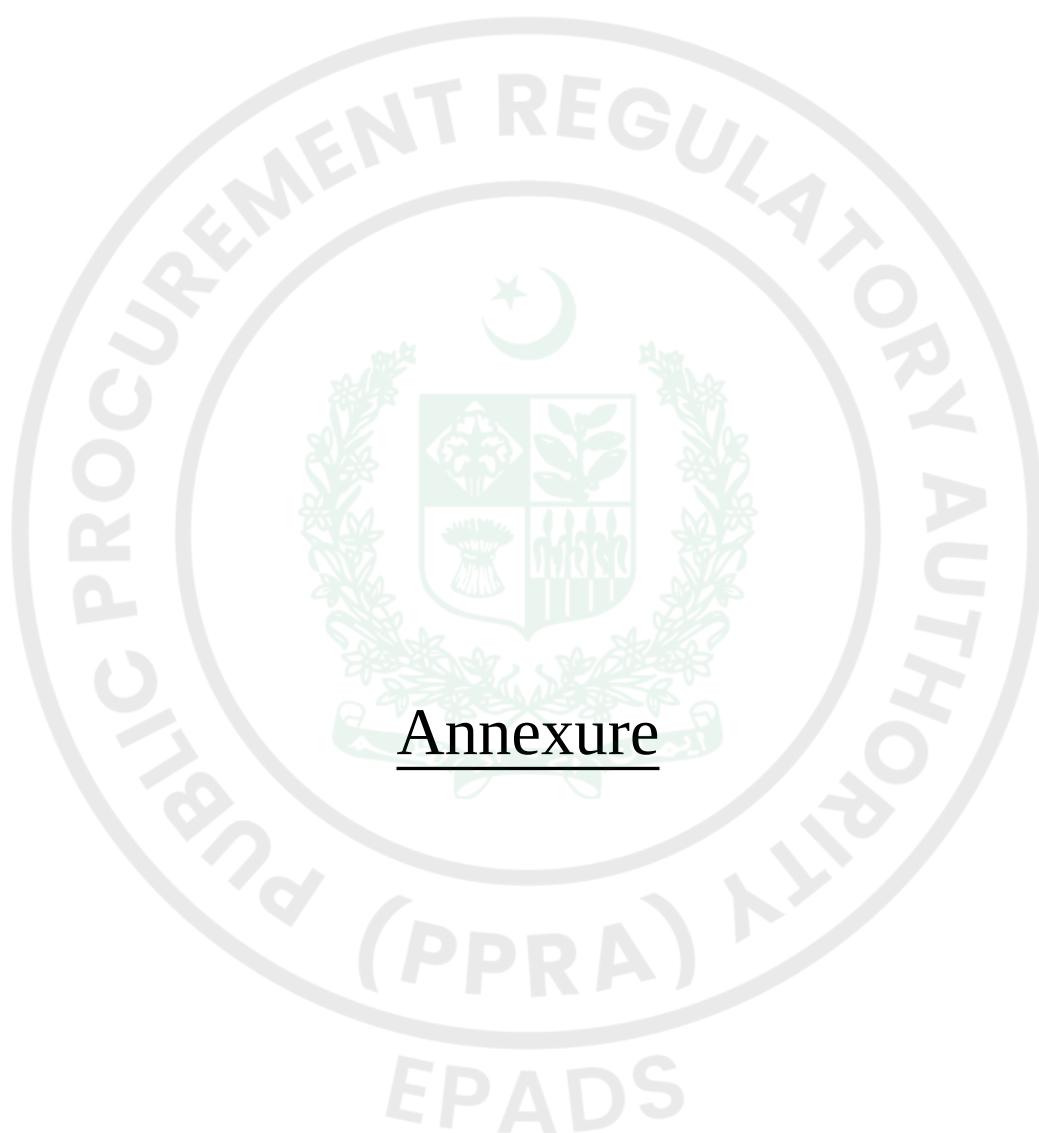
Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]





Annexure

BOQ alongwith important instructions

Read carefully and must follow the instructions.

Information (Read-Only)

See Form Under Additional Forms and Documents: **BOQ alongwith important instructions** (page number: 79)





Procurement Forms







Additional Forms and Documents

BILL OF QUANTITY

Tender No.104/2026

Tender Amount = 25.00 millions

Hiring of Services (Electrical & Civil) through Rate Contract (Closed Framework Agreement) for the execution of works; “Underground / Overhead Electrification of new, existing HT/LT system under the jurisdiction of Construction Division FESCO Mianwali”

Sr. No.	Description	Unit	Appr. Qty	Unit Rate (Rs.)
Electrical work (HT/LT)				
1	<u>Carriage / Erection & Foundation of HT/LT Steel Structures.</u>			
	Safe carriage & erection of steel structures from FESCO/WAPDA store to various sites of work and making concrete foundation 1:2:4 ratio including excavation, D-watering curing, erection in all types of soil, compaction, back filling and earthing for all types of work as per FESCO/WAPDA SDI. (Earth result be less than 5.0 ohm).			
	<u>Specification of Foundation</u>	No.	1	
	LT Steel structure 31 feet (Size 500 mm x 500 mm x 1830 mm)	No.	1	
	HT Steel structure 36 feet (Size 610 mm x 610 mm x 1981 mm)	No.	1	
	HT Steel structure 45 feet (Size 870 mm x 870 mm x 2536 mm)	No.	1	
2	<u>Installation of Transformers</u>			
	Collection from FESCO / WAPDA store Safe handling, loading, unloading, transportation and making of single/Double pole mounting Sub Station at different sites of works, installation of Transformers, Dropout cutout, earthing, welding complete in all respect as per specification & SDI of FESCO/WAPDA. (earth result must be less Than 2.0 Ohm) 10,15,25,50,100, 200 & 400 KVA Transformers.	No.	1	
3	Making of Sub Station of Transformer for new / shifting of 10,15,25,50,100, 200 & 400 KVA Transformers.	No.		
	i) iron channel (8" x 5" x 3/8") [Provided by Contractor]	Rft		
	ii) D- Fitting Cross Arm (3" x 1.5" x 2/8") [Provided by Contractor]	Rft		
4	<u>Shifting/ new Stringing of HT & LT lines.</u>			
	After dead to dead dismantlement of existing HT conductors i.e ACSR Osprey, Dog, Rabbit etc and LT Conductor AAC ANT/Wasp including removal of hardware accessories from old poles and its shifting to newly installed poles inclusive of installation of new X-Arm & D-Shackle Assembly with allied accessories on new/old pole (also removing of existing hardware, if required) and its shifting to Sub Divisional Camps/Regional Stores with following conductors.			
	ACSR Osprey 19/0.176	KM	1	
	ACSR Dog 06/0.186	KM	1	
	ACSR Rabbit 07/0.132 or insulated Conductor	KM	1	
	AAC Wasp/Ant 3-Phase/4-wire, 2-Phase/3-wire, S-Phase/2-wire.	KM	1	

Sr. No.	Description	Unit	Appr. Qty	Unit Rate (Rs.)
5	<u>Shifting/Relocation/Installation of Transformers</u>	No.	1	
	Collection of hardware material from FESCO / WAPDA store Safe handling, loading, unloading, transportation and making of single/Double pole mounting Sub Station at different sites of works, shifting, relocation & installation of Transformers, Dropout cutout, earthing, welding complete in all respect as per specification & SDI of FESCO/WAPDA and dismantlement of allied accessories from old location for its returning to camp/FESCO Regional Store (earth result must be less than 2.0 Ohm). 10,15,25,50,100 & 200 KVA Transformers.			
6	Making of HT/LT bus bars and jumpers for multiple transformers pole mounted substation with ACSR / AAC and insulated conductor.	No.	1	
7	Laying of HT Cable 500 MCM S/C / 4/0AWG S/C (Direct burial system)	RMtr	1	
8	Laying of HT Cable 4/0 AWG 3/C (Direct burial system)	RMtr	1	
9	Termination and Fixing of HT Cable 500MCM /120mm2 S/C & 4/0 AWG S/C	No.	1	
10	Making / fixing of straight joint HT cable 500MCM & 120mm2 S/C	No.	1	
11	Termination and Fixing of HT Cable 4/0 AWG 3/C	No.	1	
12	Laying of LT Cable 120mm and 70 mm 4/C (Direct burial system)	RMtr	1	
13	Laying of LT Cable 25mm	RMtr	1	
14	Termination and Fixing of LT Cable 120mm in distribution box	No.	1	
15	Termination and Fixing of LT Cable 25mm distribution boxes for street lights.	No.	1	
16	Installation and Fixing of LT Distribution and Metering Box (S/Phase & 3/Phase) including installation of meters with compressed aluminum thimble and wall clamps.	No.	1	
17	Dismantlement of Poles / Structures with all accessories and its shifting to Sub Divisional Camp / Regional Store FESCO. (all type).	No.	1	
18	Earthing (Boring) for 11 KV Cables/ Transformers/ Distribution Box with 10FT earthing rod and G.S Wire 10MM. Road and G.S wire 10MM (material to be provided by FESCO).	Job	1	
19	Provision and laying of warning tape 30.48cm width to be provided by contractor	RMtr	1	
20	Fixing of HT Cable on pole mounted Transformer And HT Poles With GALVANIZED STEEL PIPE to be provided by Contractor (6 inch Dia, 2/8 inch thick & 10 ft length)	Job	1	
21	Installation of Pad mounted 400KVA Transformers and Fixing of HT Cable in Transformer with all allied accessories.	No.	1	
22	Installation of Ring Main Unit 3-way and Fixing of HT Cable in RMU.	No.	1	
23	Providing and laying of 4-inch diameter, good quality PVC pipe (with socket and band), properly jointed and sealed using approved solution and tape, for underground installation complete in all respects.	Rft	1	
24	Providing & Installation of HT /LT Cable route markers as per FESCO Specification.	No.	1	
25	Preparation of foundations for LT Distribution Boxes (Service Box), conforming to requirements, technical specifications, Standards, Drawings, and to the approval of the FESCO/WAPDA	No.	1	
26	Fixing of PVC good quality pipe 2x4" dia with bends to be provided by contractor with cement concrete (14" x 12" by using 04 No. parallel steel bars 1/2") for crossing of storm water drain.	RMtr	1	
27	Fixing of LT Cable from Transformer to LT Distribution Box With GALVANIZED STEEL PIPE by using of proper steel clamps to be provided by contractor (4 inch Dia, 2/8 inch thick & 10 ft length)	Job	1	
28	<u>Dismantlement of HT & LT lines and its shifting to Sub Divisional Camp / Regional Store FESCO.</u>			
	ACSR Conductor (all type)	Kg	1	
	AAC Conductor (all type)	Kg	1	

Sr. No.	Description	Unit	Appr. Qty	Unit Rate (Rs.)
29	Dismantlement of serviceable Transformers with all serviceable & unserviceable allied accessories (i.e. Dropout cutout, double pole platform, D-fitting cross etc.) 15KVA, 25KVA, 50KVA, 100KVA, 150KVA, 200KVA and its shifting to Sub Divisional Camp / Regional Store FESCO.	No.	1	
30	Dismantlement of existing underground HT / LT cables and its shifting to Sub Divisional Camp / Regional Store FESCO.	Kg	1	
31	Iron Scrap	Kg	1	
Civil Works				
1	Excavation in open cutting all types of soil shingle, gravel and rock. 0-2.0 m. (P-2-4/18a)	Cum	1	
2	Construction of Trench including Excavation & back filling, asphalt cutting, Top Cover sand filling for lying of HT cables, as per dimensions given on the drawings and to be approval of the FESCO.	Rft	1	
3	Supplying and filling sand under floors or plugging in wells (P 6-4/24)	Cum	1	
4	Sub-base course of bricks (protection cover) on edge 115 mm 'thick'. 14-2/7	Cum	1	
5	Refilling the excavated stuff in trenches in 150 mm thick layers including watering, ramming to compaction etc., complete. (P-2-3/13)	Cum	1	
6	Dismantling cement concrete plain 1:2:4 (P 3-2/14c)	Cum	1	
7	Cement concrete plain including placing, compacting, finishing and curing complete (including screening and washing of stone aggregate) without shuttering. 1:2:4 (P 5- 1/2b)	Cum	1	
8	Carriage of 3 Cum/5 metric tons of all material lead upto 20-KM (P 1-1/1)	Cum	1	
9	Provision of Horizontal Thrust Boring at Road Crossing including UPVC 6 inch Dia Pipe (C-class), Back Filling & compaction for HT/LT Cables.	Rft	1	
10	Preparation of foundations for following Pad Mounted RMU, Distribution Transformers & LT distribution Boxes conforming to requirements, technical specifications standard, drawings and to the approval of FESCO/ WAPDA.			
	A. Ring Main Unit HT 3-way	No.	1	
	B. 400KVA	No.	1	
	C. LT Distribution Box	No.	1	
11	Road / Asphalt / Concrete Cutting for lying of PVC Pipe and crossing of HT/LT cables and back filling with PCC 1:2:4	Cum	1	
Total Bid Amount =				
Total Bid Amount in Words:				

- i) The above said total bid amount must be submitted through the e-bid portal on the EPADS 2.0.
- ii) Bidder is free to quote any offer but the offer should be realistic & practicable and all unit prices must be completely filled out for every single item listed in the schedule, as leaving any item blank or unpriced will render the bid non-responsive and subject to rejection.
- iii) Any Omission / Mistake will be corrected as & when pointed out.

(Signature of Contractor)

INVITATION FOR BIDS (THROUGH EPADS V2.0)

Project Director (Construction) FESCO, Faisalabad intends to invite bidders through E-PADS (v 2.0) from eligible Contractor Firms registered with Pakistan Engineering Council and renewed for the Year 2026-27 with category C4 and above with specialization code EE-04, EE-05, and CE-10 having active PRA status under Single Stage-Two Envelope bidding procedure and National Competitive Bidding (NCB) basis in accordance with Provisions of PPRA Rules 2004 (amended to-date) for execution of following works: -

Name of Work	BOQ	Eligible PEC Category
Tender No. 101/2026		
Hiring of Services (Electrical & Civil) through Rate Contract (Closed Framework Agreement) for the execution of work; “Underground / Overhead Electrification of new, existing HT/LT system under the jurisdiction of Construction Division FESCO Faisalabad”	Mentioned in bidding documents	Category C4 and above with Specialization Code EE-04, EE-05 and CE-10
Tender No. 102/2026		
Hiring of Services (Electrical & Civil) through Rate Contract (Closed Framework Agreement) for the execution of work; “Underground / Overhead Electrification of new, existing HT/LT system under the jurisdiction of Construction Division FESCO Jhang”	Mentioned in bidding documents	Category C4 and above with Specialization Code EE-04, EE-05 and CE-10
Tender No. 103/2026		
Hiring of Services (Electrical & Civil) through Rate Contract (Closed Framework Agreement) for the execution of work; “Underground / Overhead Electrification of new, existing HT/LT system under the jurisdiction of Construction Division FESCO Sargodha”	Mentioned in bidding documents	Category C4 and above with Specialization Code EE-04, EE-05 and CE-10
Tender No. 104/2026		
Hiring of Services (Electrical & Civil) through Rate Contract (Closed Framework Agreement) for the execution of work; “Underground / Overhead Electrification of new, existing HT/LT system under the jurisdiction of Construction Division FESCO Mianwali”	Mentioned in bidding documents	Category C4 and above with Specialization Code EE-04, EE-05 and CE-10

ELIGIBILITY CRITERIA:

1. Bidding is open to all eligible firms who are working as Contractor with DISCOS / NTDC / WAPDA.
2. The Bidder meets the following requirements will be eligible for participation in the Bidding (Through E-PADS): -
 - a. Pakistan Engineering Council Certificate renewed for the **Year 2026-27** with Category having Specialization Code as mentioned above.
 - b. The bidder must have successfully completed at-least 03-No. works / provision of services of similar nature issued by WAPDA/NTDC/DISCOs / co-operative sector.
 - c. **The bidder shall be in the active tax payer list (ATL), and will provide** income Tax Returns for last financial year.

- d. The contractors are required to submit their registration for sales tax with Punjab Revenue Authority (PRA).
 - e. Valid CNIC of Contractor / Managing Partner / Director of the firm.
 - f. Bids will be evaluated by the Evaluation Committee in accordance with bidding documents & PPRA Rules.
 - g. All safety instructions narrated in NEPRA Safety Code must be adopted in true letter and spirit
3. All bids must be accompanied by a Bid Security amounting to **PKR 01.00 Million** in favor of **Project Director Construction FESCO Faisalabad** issued from any scheduled bank of Pakistan and shall be valid 28 days beyond bid validity. The bid shall be valid for 120 Days.
 4. The bids will be opened **on PPRA EPADS in the office of Project Director (Construction) FESCO Faisalabad on the date and time mentioned above** in the presence of bidders / bidder's authorized representatives who choose to attend the tender.
 5. The successful bidder will submit the performance security up-to 10% according to work order.
 6. Tender rates and amounts should be filled in figures as well as in words.
 7. No rebate on tender rates will be acceptable.
 8. All the procurement will be done according to PPRA Rules-2004 amendment up-to date.
 9. Conditional Bid shall not be permitted and all the pages of tender will be marked as page No. and each page must be signed & stamped by the bidder.
 10. The bids covering partial and incomplete work shall be rejected.

Note: -

- i. **Pre-bid meeting will be held on 21.10.2026 at 12:00 PM in the office of Project Director (Construction) FESCO at Old Thermal Plant, Abdullahpur, Faisalabad.**
- ii. **The e-bids, prepared in accordance with the instructions in the e-Bidding documents, must be submitted through EPADS v2.0 on or before Monday, October 26, 2026 12:15 PM. E-bids will be opened on the same day at 12:45 PM. Manual submission of Bids shall not be entertained.**
- iii. **A Bid Security/Guarantee as indicated E-bidding documents must accompany the bid; otherwise, the bid will be rejected.**
- iv. **Original Bid Security/Guarantee must be submitted in the office of the undersigned before the closing time for tenders.**
- v. **This advertisement is also available at PPRA website (www.ppra.org.pk) and FESCO website (www.fesco.com.pk).**
- vi. **In terms of Rules 48 of Public Procurement Rules-2004, Grievance Redressal Committee (GRC) is notified for the subject procurement and notification copy is available on the procuring agency's website and also available on EPADS v2.0 as well as Authority's website at (www.ppra.org.pk).**
- vii. **Conditional bids / tenders will not be accepted.**
- viii. **The E-Bids having partial or incomplete details/documents shall be rejected.**
- ix. **FESCO reserves all its rights regarding rejection of tenders without providing any justification as defined in Clause-33(1) of PPRA Rules-2004 amendment up-to date.**

QUALIFICATION CRITERIA & EVALUATION CRITERIA

1. EVALUATION CRITERIA

Project: Selection of Firm for Underground Electrification Works

Evaluation Method: Quality-cum-Cost Based Selection (QCBS)

Minimum Qualifying Score: 70%

Evaluation of bids will be conducted in two stages:

1. **Technical Evaluation** – based on the following criteria.
2. **Financial Evaluation** – of only those bidders who qualify technically.

1. FINANCIAL STRENGTH (30 Marks)

#	Criteria	Description	Max Marks
1.1	Average Annual Turnover (Last 3 Years)	• $\geq$ PKR 100 million $\rightarrow$ 15 marks • PKR 50–99 million $\rightarrow$ 10 marks • $<$ PKR 50 million $\rightarrow$ 05 marks	15
1.2	Income Tax Returns	Income Tax Returns filed for the last; • 3 years $\rightarrow$ 10 marks • 2 years $\rightarrow$ 7 marks • 1 year $\rightarrow$ 4 marks	10
1.3	Audited Financial Statements (Last 3 Years)	Audited statements by a registered firm of chartered accountants $\rightarrow$ 5 marks	5

2. EXPERIENCE (25 Marks)

#	Criteria	Description	Max Marks
2.1	Similar Projects Completed	At least 3 projects of similar nature (Underground Electrification / HT-LT Network) completed independently or joint venture for WAPDA, NTDC, DISCOs, or Government / Corporate / private sector: • $\geq$ 5 Projects $\rightarrow$ 15 marks • 3–4 Projects $\rightarrow$ 10 marks • 1–2 Projects $\rightarrow$ 0 marks	15
2.2	Project References	Work completion certificates / satisfactory performance reports from clients for the above projects • $\geq$ 5 Projects $\rightarrow$ 10 marks • 3–4 Projects $\rightarrow$ 05 marks • 1–2 Projects $\rightarrow$ 0 marks	10

3. NATURE & CAPABILITY OF FIRM (20 Marks)

#	Criteria	Description	Max Marks
3.1	Type of Firm / Ownership	Firm registered with PEC in relevant category (at least C-4 or higher) → 5 marks	5
3.2	Owner / Partner Qualification	Owner / Partner is an Electrical Engineer (PEC Registered) → 5 marks	5
3.3	Technical Equipment & Resources	Firm owns or has access to required equipment (cable pulling machine, testing equipment, trenching tools, etc.) → 10 marks	10

4. HUMAN RESOURCES (15 Marks)

#	Criteria	Description	Max Marks
4.1	Key Technical Staff	If the firm have: • 1 Electrical Engineer (PEC registered) → 5 marks • 1 Sub Engineer / Supervisor → 3 marks • 2 Skilled Technicians / Linemen → 2 marks	5
4.2	Permanent Employees on Payroll	• ≥10 staff on payroll → 10 marks • 5–9 staff → 6 marks • <5 staff → 3 marks	10

5. QUALITY, SAFETY & DOCUMENTATION (10 Marks)

#	Criteria	Description	Max Marks
5.1	Quality Assurance System	Existence of QA/QC manual, testing protocols, material inspection plan → 5 marks	5
5.2	Health, Safety & Environment (HSE) Compliance	Safety plan, PPE provision, and adherence to NEPRA / DISCO safety codes → 5 marks	5

Total Maximum Marks: 100

Minimum Qualifying Score: 70 Marks (70%)

Notes:

- Only technically qualified bidders (≥ 70 marks) shall be considered for financial evaluation.
- Documentary evidence must be provided for all claims (PEC registration, tax returns, completion certificates, audited accounts, etc.).
 - i. False or unverifiable claims will result in disqualification.

1.1. Financial Evaluation

The lowest (corrected) Financial Bid (FL) amount quoted by the Firm out of Technically Qualifying Firms, shall form a basis for calculation of Financial Score (FS) out of 100 points. The financial scores of all bids shall be computed as per below.

$$FS = \frac{100 \times FL}{FC}$$

Where,

FS = Financial score

FL = The lowest price quoted by any of the firm

FC = The Financial Bid/price quoted by the Firm whose bid is being evaluated

1.2. Ranking of Bids

Bids shall finally be ranked according to their combined technical score (TS) and financial score (FS) using the weights = 40% for technical Score & 60% for Financial Score.

Total Score = [Technical Scores x 40%] + [Financial Score x 60%]

$$ST = [(TS) \times 40\%] + [(FS) \times 60\%]$$

The Firm whose bids scored highest total points/score (ST) will be deemed to be the lowest evaluated bid.

Example: -

Suppose there are 4 firms (i.e. A, B, C & D) participating in any tender.

The Technical Score (TS) of each Firm out of 100 points is: -

Name of Firm	Technical Score (TS)
A	71 Points
B	70 Points
C	65 Points
D	85 Points

Firm “C” will disqualify for next step and Financial Bids of remaining firms (i.e. A, B & D) will be opened in the presence of representative of the respected firms.

Suppose the rates quoted by each qualifying firm were as under: -

Name of Firm	Rates Quoted (FC)
A	Rs. 340 (FL)
B	Rs. 400
D	Rs. 350

Financial Score (FS) of each Firm will be: -

Name of Firm	Financial Score (FS) = $\frac{100 \times FL}{FC}$
A	$100 \times 340 / 340 = 100.00$
B	$100 \times 340 / 400 = 85.00$
D	$100 \times 340 / 350 = 97.14$

Total Score of each Firm will be: -

Name of Firm	Total Score
	(ST) = [TS x 40%] + [FS x 60%]
A	= [71 x 0.40] + [100 x 0.60] = 28.40 + 60.00 = 88.40
B	= [70 x 0.40] + [85 x 0.60] = 28.00 + 51.00 = 79.00
D	= [85 x 0.40] + [97.14 x 0.60] = 28.40 + 58.29 = 92.29

The highest Total Score is of Firm “D” so its bid will be the lowest evaluated bid.

2. PENDING LITIGATION

Bidder/Tenderer will submit a certificate that the firm is not involved in any litigation with FESCO at present. In case of any relief granted by the Court of Law, the certified copy of decision of court must be attached with the bid, otherwise, the bid is liable to be considered non-responsive.

3. BLACKLISTING/DEBARMENT

Bidder/Manufacturer will submit a certificate that the firm is not black listed/debarred from WAPDA/DISCOs/GENCOs/NTDC/PPMC at present, otherwise, the bid will be declared as non-responsive.

FOLLOWING DOCUMENTS ARE MANDATORY:

Bidders must upload the dully filled and signed copy of bidding documents alongwith following documents.

1. Valid CNIC of Contractor / Managing Partner / Director of the firm.
2. Valid Pakistan Engineering Council Certificate renewed for the year 2026-27 with category upto **C-4** having specialization code EE-04 & EE-05 and CE-10.
3. **The bidder shall be in the active tax payer list (ATL), and will provide** income Tax Returns for last financial year (**active NTN**).
4. The contractors are required to submit their registration for sales tax with Punjab Revenue Authority (**active PRA**).
5. The bidder must have successfully completed at-least 03-No. works / provision of services of similar nature issued by WAPDA/NTDC/DISCOs / co-operative sector.
6. List of major Equipment(s) & T&P.
7. Organization chart for supervisory Staff.
8. Certificates regarding Non-Black listing, Debarred & Current litigation information.

SPECIAL CONDITIONS.

The work shall be executed strictly in accordance with the following additional specifications and conditions.

1. Concern Executive Engineer Construction shall intimate, the detail of works and schedule for execution of works by work order under intimation to this office.
 2. This work order is subject to registration / renewal of contractor's firm by the competent authority.
 3. The contractor will carry out the work according to the WAPDA Distribution design and specification.
 4. Contractor will ensure the provision of minimum 10 Nos. of skilled labour for the stringing work to minimize the shutdown duration.
 5. The contractor will ensure the proper T&P and safety measures at site.
 6. The work must be completed within the stipulated period failing which the liquidated damages @ **0.05 % per day** subject to maximum of 10 % of the work order and deducted from your bills.
 7. After issuance of three warnings to your Firm for non-completion of work order within stipulated date, the work order issued by Executive Engineer Construction shall be cancelled and your firm will be recommended for black listing. And work will be completed at your risk and cost.
 8. The work order shall be completed as per schedule or exhaust of tender amount.
 9. Contractor will not sublet work to any other firm.
 10. Contractor will fully responsible, in case of any theft/damages of poles & material till the completion of work.
 11. Material will be issued in sequence.
 12. Shut Downs will be arranged keeping in view the convenience of public and as per schedule.
 13. Contractor will be responsible for loading /shifting of defect free poles from pole plants.
 14. Safe handling, stacking, Transportations, loading /unloading and erection of Pole should be strictly done according to the technical instructions No. 1-17 of FESCO /WAPDA.
 15. PC Spun Hollow Poles even with one pre-stressed wire strand exposed, rusted/ corroded and already cracked /damaged at its anyplace are un-safe, these should not be installed in field.
 16. PCC Spun Hollow Poles will not be shifted on trailer having improper length.
 17. Rates per unit must be supplied otherwise tender will not be accepted.
 18. Assessment will be made on the base of whole tender basis.
 19. Bidder must quoted rate for whole tender, otherwise bid will be rejected.
 20. Contractor bill will be verified on the base of actual measurement and taken in view the rates per unit.
 21. The contractor can submit interim payment certificate / running bill up to the minimum extent of 25 % of the contract price.
 22. Before submitting the bid, tenderer has to satisfy himself regarding route profile and site.
 23. Defect liability period would be 180 days from the completion date of project.
- All Government taxes are applicable and will be deducted from the contractor bills.